

## AGENDA

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

March 10, 2016 – 7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

PRESIDING OFFICER'S REPORT

### ADMINISTRATION REPORT

Page 1 Item 1: 2015 PRELIMINARY YEAR-END FINANCIAL UPDATE

Item 2: EMERGING ISSUES

### CONSENT AGENDA

Page 17 Item 1: APPROVAL OF MINUTES

Motion is to approve the minutes from the February 4<sup>th</sup>, February 11<sup>th</sup>, February 18<sup>th</sup> and February 25, 2016 regular City Council meeting and minutes from the February 18, 2016 City Council Executive Session.

Page 37 Item 2: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfer included in the attached list and further described as follows:

|                                                                  |                |              |
|------------------------------------------------------------------|----------------|--------------|
| Total A/P Checks/Vouchers                                        | #146058-146167 | \$232,692.76 |
| Electronic Wire Transfers                                        | #668-675       | \$183,967.57 |
| Payroll Checks                                                   | #18766-18772   | \$ 9,382.65  |
| Payroll Direct Deposit                                           | #90001-90171   | \$297,540.41 |
| Total Certified Wire Transfers, Voids, A/P and Payroll Vouchers: |                | \$723,583.39 |

Page 39 Item 3: ANNUAL MULTI CITY HUMAN SERVICES FUNDING PROGRAM

Motion is to approve Exhibit A for 2016 Des Moines' planning, funding and implementation of a joint human services application and funding program as provided in the 2003 Memorandum of Understanding for the Joint Human Services Funding Program between the Cities of Auburn, Burien, Covington, Des Moines, Federal Way, Renton, SeaTac and Tukwila (Attachment 2), substantially in the form as submitted.

- Page 57 Item 4: INTERLOCAL AGREEMENT WITH THE CITY OF NORMANDY PARK FOR POLICE DEPARTMENT SERVICES AT SPECIAL EVENTS  
Motion is to approve the Interlocal agreement between the cities of Des Moines and Normandy Park for police services at special events, and further authorize the City Manager to sign the Agreement, substantially in the form as submitted.
- Page 63 Item 5: PARAMETRIX TASK ORDER ASSIGNMENT FOR LOW IMPACT DEVELOPMENT (LID) INTEGRATION PROJECT  
Motion 1 is to approve the on-call Task Order Assignment 2016-01 with Parametrix for the Low Impact Development Integration Project in the amount of \$90,000.35, authorize a contingency in the amount of \$10,000, and further authorize the City Manager to sign said Task Order Assignment, substantially in the form as submitted.
- Motion 2 is to direct Administration to submit a \$55,000 SWM Operating budget amendment for the Low Impact Development Integration Project.
- Page 75 Item 6: SOUTH 268<sup>TH</sup> STREET SIDEWALK IMPROVEMENTS-DESIGN TASK SUPPLEMENT  
Motion is to approve the Task Order Assignment 2016-03 with Parametrix for the additional sidewalk design of the South 268<sup>th</sup> Street Sidewalk Improvements in the amount of \$16,350.77, bringing the total Task Assignment Cost to \$81,264.70, and further authorize the City Manager to sign said Task Order substantially in the form as submitted.
- Page 93 Item 7: COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF DES MOINES AND THE COURT CLERKS  
Motion is to approve the collective bargaining agreement between the City and the International Association of Machinists and Aerospace Workers Representing the Court Clerks, substantially in the form as submitted.

#### **PUBLIC HEARING/CONTINUED PUBLIC HEARING**

- Page 119 Item 1: DRAFT ORDINANCE NO. 15-176 AMENDING PACIFIC RIDGE COMMERCIAL ZONE MIXED USE LIMITATIONS  
Staff Presentation: Management Consultant Grant Fredricks

#### **OLD BUSINESS**

- Page 129 Item 1: BLUEBERRY LANE FINAL PLAT  
Staff Presentation: Senior Planner Laura Techico

#### **NEW BUSINESS**

- Page 209 Item 1: LOCAL GOVERNMENT 101, PART 4: MARINA  
Staff Presentation: Harbormaster Joe Dusenbury
- Page 217 Item 2: COUNCIL AUTHORIZATION FOR REPLACEMENT OF COPIERS  
Staff Presentation: Finance Director Dunyele Mason

#### **EXECUTIVE SESSION**

- Item 1: LABOR NEGOTIATIONS UNDER RCW 42.30.140(4)(A), 15 MINUTES

#### **NEXT MEETING DATE**

March 31, 2016 City Council Regular Meeting

#### **ADJOURNMENT**

## MEMO

TO: Tony Piasecki, City Manager

FROM: Dunyele Mason, Finance Director

RE: 2015 Year End Preliminary Analysis

Attachment A: General Fund Annual Report Spreadsheet

Attachment B: Marina Fund Annual Report Spreadsheet

Attachment C: SWM Fund Annual Report Spreadsheet

GENERAL FUND – See Attachment A**2015 YEAR END GENERAL FUND RECAP:**

|                           |                  |
|---------------------------|------------------|
| Revenues                  | 18,031,253       |
| Expenditures              | (17,369,542)     |
| Net Activity              | <u>661,711</u>   |
| Ending Fund Balance       | 1,339,266        |
| Required Min Fund Balance | <u>2,243,225</u> |
| Fund Balance Shortfall    | <u>(903,959)</u> |

Council has requested information regarding how close budget projections run as compared to what actually happens. In order to understand this information, clarity regarding budget definitions may be helpful. Comparisons are provided for three different budget stages:

Original Budget – This is the legal binding budget adopted by council before the next year starts.

Adjusted Budget - This is the legal binding budget adopted by council usually near the end of the current year.

Revised Budget – This is management’s internal estimate and working plan to manage the current year’s budget. This estimate is the tightest, contains the least amount of contingency and is used to estimate the beginning fund balance used during the development of next year’s Original Budget. This is not a legally binding budget, however this estimate often provides the information from which Budget Adjustments are brought forward to council as part of the Adjusted Budget process.

Actual Year-to-Date – This is the amount of actual spending or revenues during the current year. The General Fund revenues are on a “modified accrual” basis which means revenues relating to the current year which are received by January of the following year are included in Actual Year-to-Date amounts. Similarly, costs which are incurred during the year and which are paid in January of the next year are included in the Actual Year-to-Date amounts.

**Historical Perspective (Differences 1 & 2): *How well did 2014's Budget match reality?***

**Revenues:** 2014 Revenue comparisons show 2014's difference between the Original Revenue Budget (\$18,154,022) and 2014's Actual Revenues (\$16,846,356) was \$1,307,666 (Difference 1) or about 7.8% different. During 2014 the revenue budget was lowered to \$17,430,289 which was still \$583,933 (Difference 2) more than Actual Revenues and was about 3.47% different from Actual Revenues. \$385,196 of this difference was in the overly optimistic development revenue estimates.

**Expenditures:** 2014 Expenditure comparisons show 2014's difference between the Original Expenditure Budget (\$18,058,629) and 2014's Actual Expenditures (\$17,214,963) was \$843,666 (Difference 1) or about 4.9% different. During 2014 the Expenditures budget was lowered to \$18,008,975 which was still \$794,012 (Difference 2) more than Actual Expenditures and was about 4.6% different from Actual Expenditures. About half was in Police expenditures which didn't happen and the other half was in Planning, Bldg. & Permit expenditures which didn't happen.

**Net 2014 Activity:** The Original Budget anticipated *adding* \$95,393 to ending fund balance. The Adjusted Budget changed that to *consuming* (subtracting) \$578,686 of ending fund balance. What actually occurred was *consuming* (subtracting) of \$368,607 of ending fund balance.

**Current Perspective (Differences 3 & 4): *How well did 2015's Budget match reality?***

**Revenues:** 2015 Revenue comparisons show 2015's difference between the Original Revenue Budget (\$18,230,444) and 2015's Actual Revenues (\$18,031,253) was \$199,191 (Difference 3) or about 1.1% different. During 2015 the revenue budget was not changed as the Original Revenue Budget was considered adequate.

**Expenditures:** 2015 Expenditure comparisons show 2015's difference between the Original Expenditure Budget (\$17,814,765) and 2015's Actual Expenditures (\$17,369,542) was \$445,223 (Difference 4) or about 2.56% different. During 2015 the expenditure budget was not changed as the Original Expenditure Budget was considered adequate.

**Net 2015 Activity:** The Original Budget (and since there was no change) the Adjusted Budget anticipated *adding* \$415,679 (Difference 5) to ending fund balance. What actually occurred was *the addition* of \$661,711 to ending fund balance; \$246,032 (Difference 6) more than originally budgeted for 2015.

**2015 Revised Budget:** The difference between the 2015 Revised Revenues of \$18,430,955 and Actual Revenues of \$18,031,253 was \$399,702 (Difference 7) which is within 2.2%. \$392,000 of the difference is attributable to Zoning, Plan Check Fees and Engineer Plan Review fee estimates primarily related to the Business Park project revenue estimates. Some of this is a timing difference as the money will be received in 2016 rather than 2015 and some of it is a calculation difference whereby the total development revenue as recalculated based on actual plans is somewhat lower than originally estimated.

The difference between the 2015 Revised Expenditures of \$17,568,049 and the Actual Expenditures of \$17,369,542 is just \$198,507 (Difference 8) or within 1.1% (it's unlikely to get much closer).

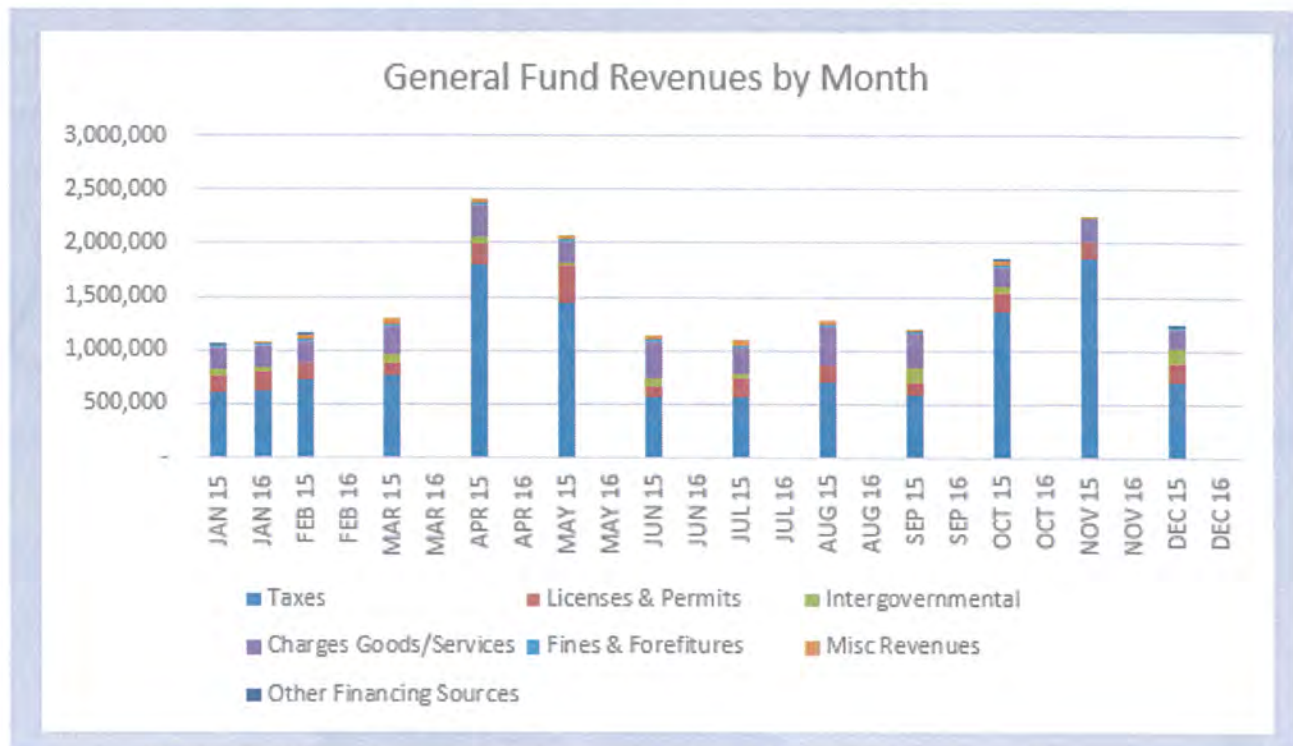
### ***Fund Balance Trend: How's it looking?***

Ending fund balance was \$979,908 in 2013, then decreased to just \$677,556 in 2014 and this is when the city received its audit finding regarding its ability to sustain itself. In 2015 council took action, did not add new police positions, reversed the trend and the ending fund balance increased to \$1,339,266. This is improved but is still only about 57% of the 2016 minimum fund balance requirement of \$2,365,819.

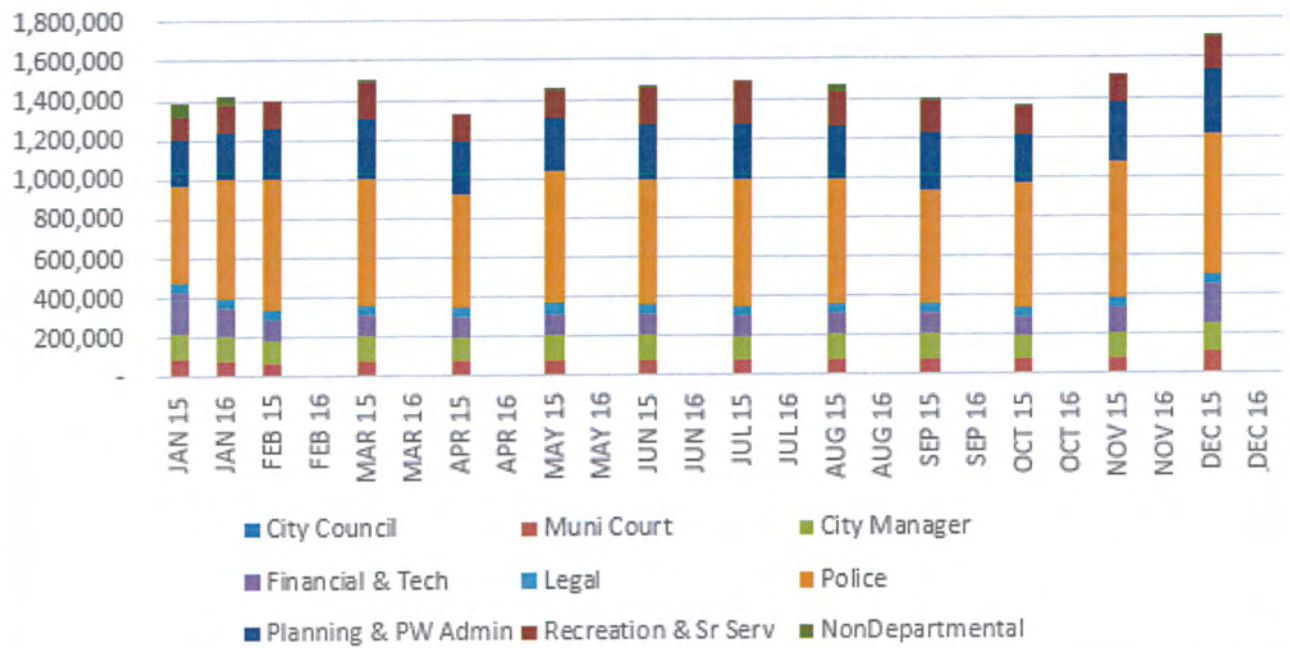
### ***What are some of the major changes since the 2016 Original Budget was adopted?***

|                                                                |                  |
|----------------------------------------------------------------|------------------|
| Beginning fund balance change                                  | (\$200,000)      |
| Business Park Ph II development fees in 2016 not 2015          | \$ 245,000       |
| 2016/2017 Business Park Ph II develop fee recalculation        | ( \$24,000)      |
| City Manager turnover costs: (Increase in Expenditures)        | (\$80,000)       |
| Other employee turnover net savings: decrease in expend        | \$102,000        |
| Police Holiday cash out not budgeted (furlough impact assumed) | ( \$63,000)      |
| Water District #54 back franchise fee collection               | <u>\$ 20,000</u> |
| Net Anticipated 2016 Fund Balance Changes                      | <u>\$ 0</u>      |

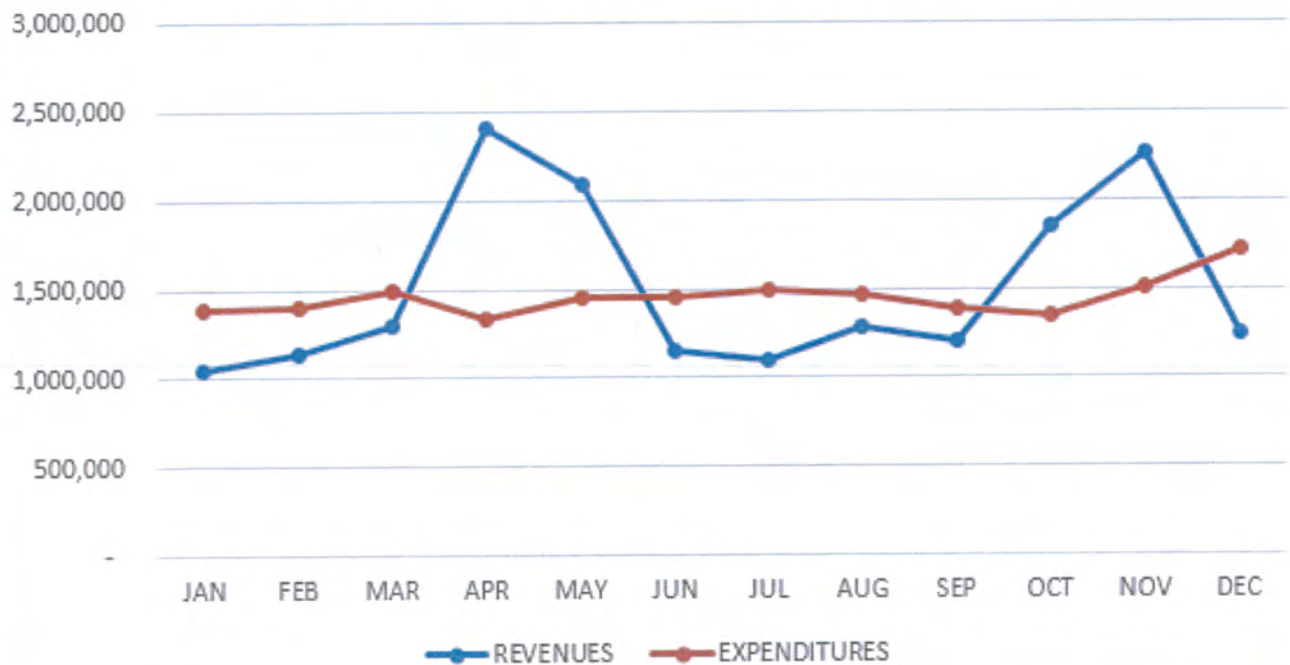
### ***What did the 2015 General Fund revenue and spending patterns look like?***



### General Fund Expenditures by Month



### 2015 General Fund Monthly Activity



**Revenues:** The above shows how the General Fund revenues are seasonal; it varies by month. Some revenue sources such as utility taxes come in monthly or quarterly. Other sources such as property taxes only come in twice a year. The April/May and October/November peaks are from property tax receipts.

**Expenditures:** The above shows slight fluctuations in spending patterns but most of the year is fairly constant. This is because personnel costs (with the exception of over time) are the largest source of spending and those expenditures occur monthly. The peak in December spending (and the low in January spending) is a function of our modified accrual basis of accounting. During the year, invoices are recorded in the month they are paid with the exception of December. December's activities paid in January are required for financial statement and audit purposes to be pulled back out of January and included in December.

**Fund Balance:** The difference between the blue line (revenues) and the red line (expenditures) closely represents the amount of fund balance (which largely means cash) needed at the end of the year to carry through until April when the property tax revenues come in. For 2015 this was approximately \$1.4 million.

#### MARINA FUND – See Attachment B

##### **2015 YEAR END MARINA FUND RECAP:**

|                           |                |
|---------------------------|----------------|
| Revenues                  | 4,049,892      |
| Expenditures              | (3,552,223)    |
| Net Activity              | <u>497,669</u> |
|                           |                |
| Ending Fund Balance       | 1,126,225      |
| Required Min Fund Balance | 710,445        |
| Available for CIP         | <u>415,780</u> |

##### ***Current Perspective (Differences 1 & 2): How well did 2015's Budget match reality?***

**Revenues:** 2015 Revenue comparisons show 2015's difference between the Original Revenue Budget (\$4,061,695) and 2015's Actual Revenues (\$4,049,892) was \$11,803 (Difference 1) or about 0.29% different. During 2015 the revenue budget was not changed as the Original Revenue Budget was considered adequate.

**Expenditures:** 2015 Expenditure comparisons show 2015's difference between the Original Expenditure Budget (\$4,130,290) and 2015's Actual Expenditures (\$3,552,223) was \$578,067 (Difference 1) or about 16.3% different. During 2015 the expenditure budget was not changed as the Original Expenditure Budget was considered adequate.

**Net 2015 Activity:** The Original Budget (and since there was no change) the Adjusted Budget anticipated *consuming* \$68,595 (Difference 3) to ending fund balance. What actually occurred was *the addition* of \$497,669 to ending fund balance; \$566,264 more than originally budgeted for 2015.

**2015 Revised Budget:** The difference between the 2015 Revised Revenues of \$4,053,690 and Actual Revenues of \$4,049,892 was \$3,798 (Difference 4) which is within 0.9%.

The difference between the 2015 Revised Expenditures of \$3,760,060 and the Actual Expenditures of \$3,552,223 is just \$207,837 (Difference 4) or within about 6%. The challenge in predicting Marina expenditures revolves around the cost of fuel sold. Fuel is variable both in how much we sell year to year as well as the price at which the fuel is purchased. The current policy is to mark-up fuel cost by \$0.25/gallon no matter the cost.

Below is a comparison of fuel activity between 2014 and 2015:

|                | 2015<br>Actual      | 2014<br>Actual      |               |
|----------------|---------------------|---------------------|---------------|
| <u>RESALE</u>  | <u>Year to Date</u> | <u>Year to Date</u> | <u>Change</u> |
| Fuel Sales     | 1,064,952           | 1,315,079           | (250,127)     |
| Fuel Costs     | 927,899             | 1,197,911           | (270,012)     |
| Net            | 137,053             | 117,168             | 19,885        |
| Profit % Costs | 15%                 | 10%                 |               |

The net difference between revenues and expenditures based on the Revised Budget was \$293,630 and the actual difference was \$497,669. Thus the year finished with ending fund balance increasing \$204,039 (Difference 5) more than the 2016 Budget anticipated.

#### ***2015 vs. 2014: What is different?***

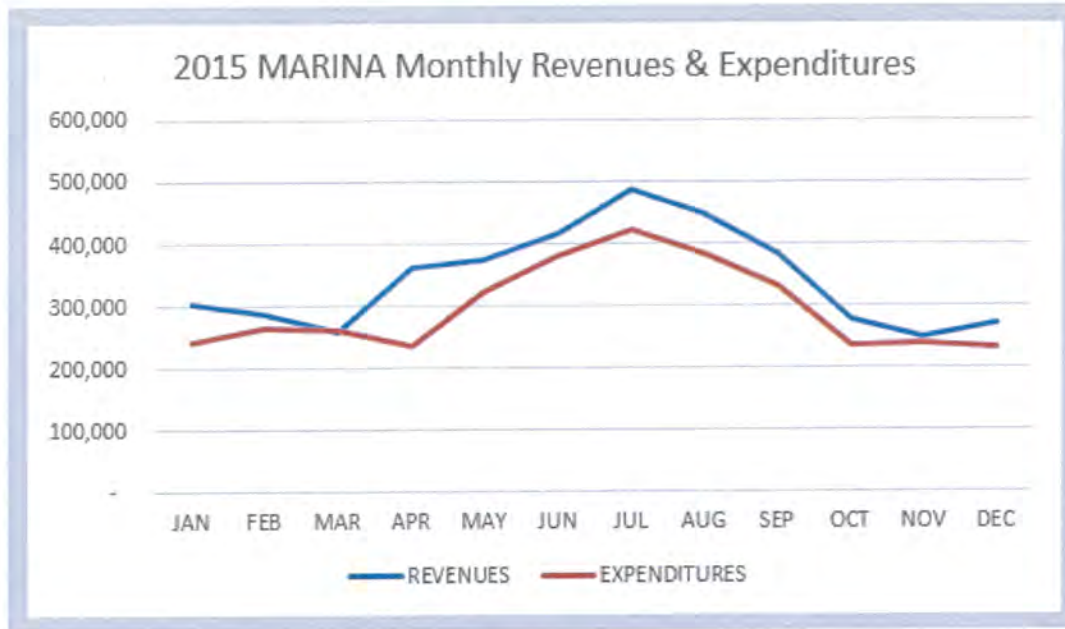
The main change in both revenues and expenditures relates to fuel as shown above. Overall revenues decreased \$192,366 (Difference 6). Fuel sale decreases of \$250,127 were slightly offset by increases in other types of revenues. Fuel sale decreases were due mainly to the decreasing cost of fuel. As previously mentioned, the mark up is a flat amount so when costs of fuel decrease then revenues from fuel sales similarly decrease.

In addition to costs related to fuel for resale decreasing (\$270,012), the costs for general fund services also decreased by \$200,000 in 2015 as compared to 2014. Personnel costs also decreased about \$27,000 due to an unfilled vacant position. Miscellaneous small capital purchases fluctuate from year to year and account for approximately another \$38,000 of the decrease. Payments for a variety of other services were trimmed with about \$97,000 less spent in 2015. Overall decrease in spending between 2014 and 2015 was \$648,316.

*What did the 2015 Marina Fund revenue and spending patterns look like?*



Unlike the General Fund, the Marina Fund tends to spend in the same pattern it earns its revenues. This is in part because fuel purchases and sales represents approximately 26% of both revenues and spending. Also, the Marina utilizes a seasonal workforce which is only employed during the peak revenue (monthly & guest moorage) season.



***Revenues are more than Expenditures: Are all the bills paid?***

The Marina revenues and expenditures above include the operating costs of the Marina and the debt service on the outstanding loans. It does not include construction project expenditures. What the area between the Revenue (blue) line above and the Expenditures (red line above) represents is the amount of net operating funds available to set aside for the Marina's capital replacement program.

***Operating Fund Balance – Where did we end up?***

The preliminary 2015 ending operating fund balance is \$1,126,225. Based on prior council discussion, the desired level of ending operating reserves was set at 20% of annual expenditures (including debt service expenditures but excluding capital fund transfers), which for December 31, 2015 was \$710,445. Council also provided instruction to have the annual surplus (\$415,780) be transferred to the Marina CIP fund to be set aside for a Dock Replacement project.

**SURFACE WATER MANAGEMENT (SWM) FUND – See Attachment C**

**2015 YEAR END SWM FUND RECAP:**

|                           |                    |
|---------------------------|--------------------|
| Revenues                  | 2,764,863          |
| Expenditures              | <u>(2,248,272)</u> |
| Net Activity              | <u>516,591</u>     |
| Ending Fund Balance       | 1,556,789          |
| Required Min Fund Balance | <u>326,652</u>     |
| Available for CIP         | <u>1,230,137</u>   |

**Current Perspective (Differences 1 & 2): How well did 2015's Budget match reality?**

**Revenues:** 2015 Revenue comparisons show 2015's difference between the Original Revenue Budget (\$2,858,843) and 2015's Actual Revenues (\$2,764,863) was \$93,980 (Difference 1) or about 3.4% different. During 2015 the revenue budget was not changed as the Original Revenue Budget was considered adequate.

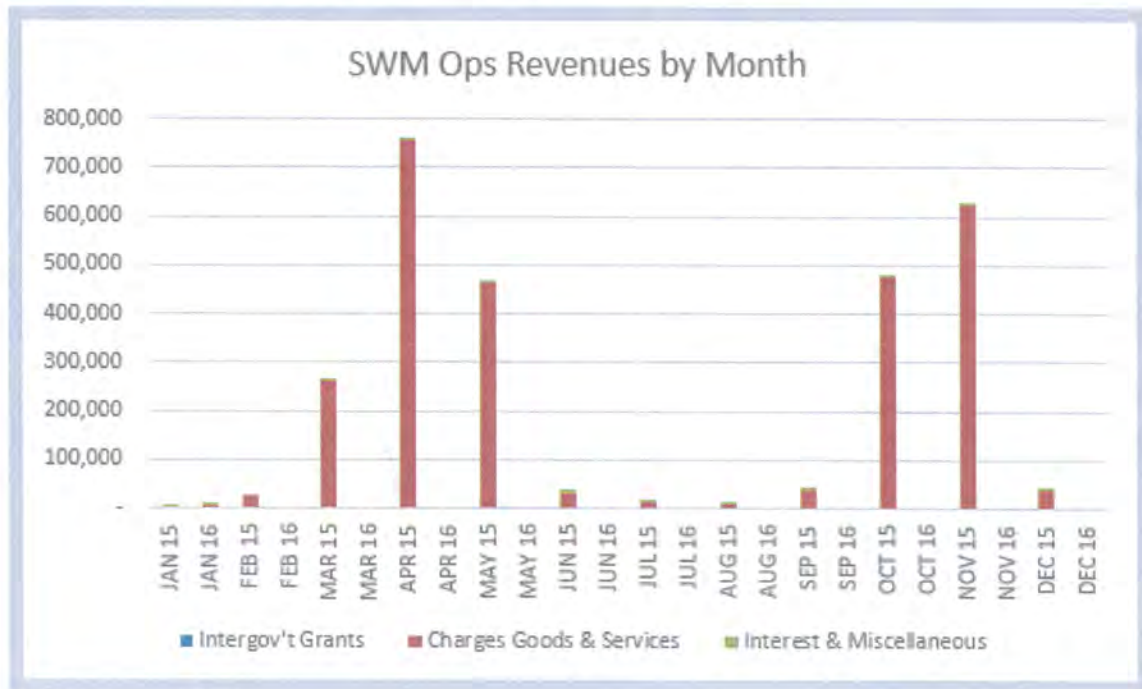
**Expenditures:** 2015 Expenditure comparisons show 2015's difference between the Original Expenditure Budget (\$2,433,544) and 2015's Actual Expenditures (\$2,248,272) was \$185,272 (Difference 1) or about 8% different. During 2015 the expenditure budget was not changed as the Original Expenditure Budget was considered adequate.

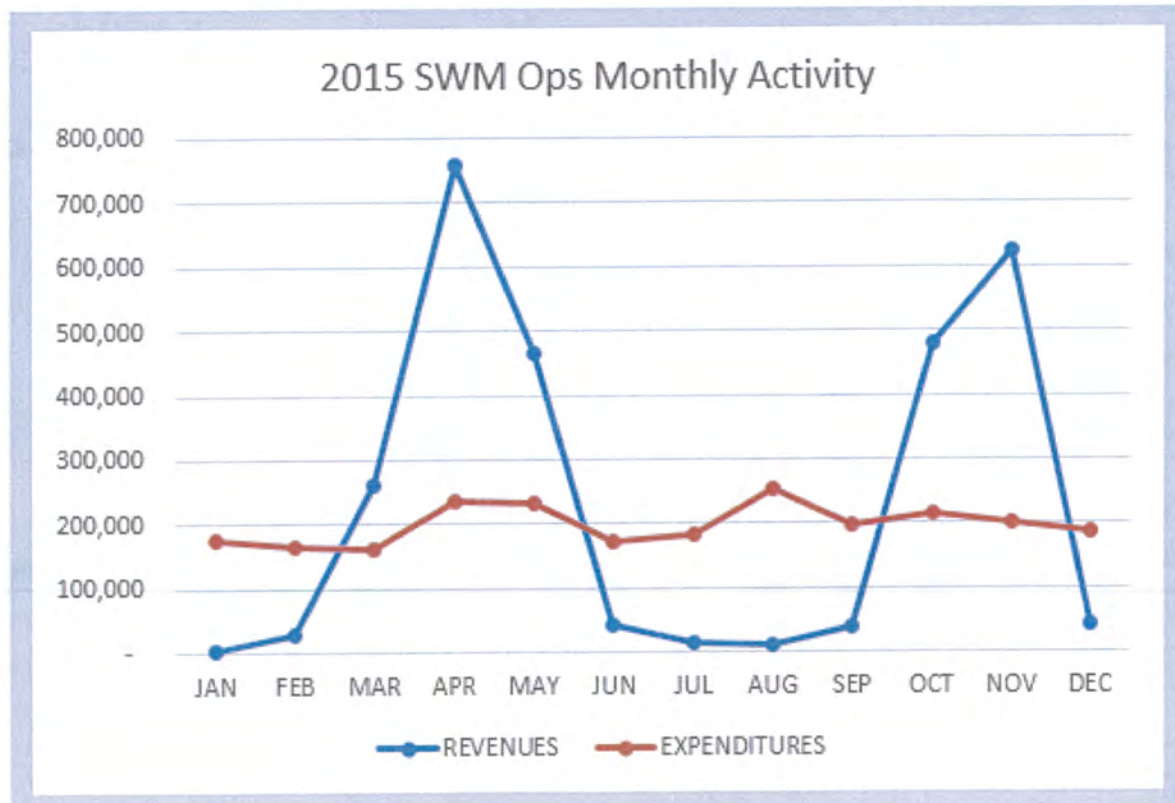
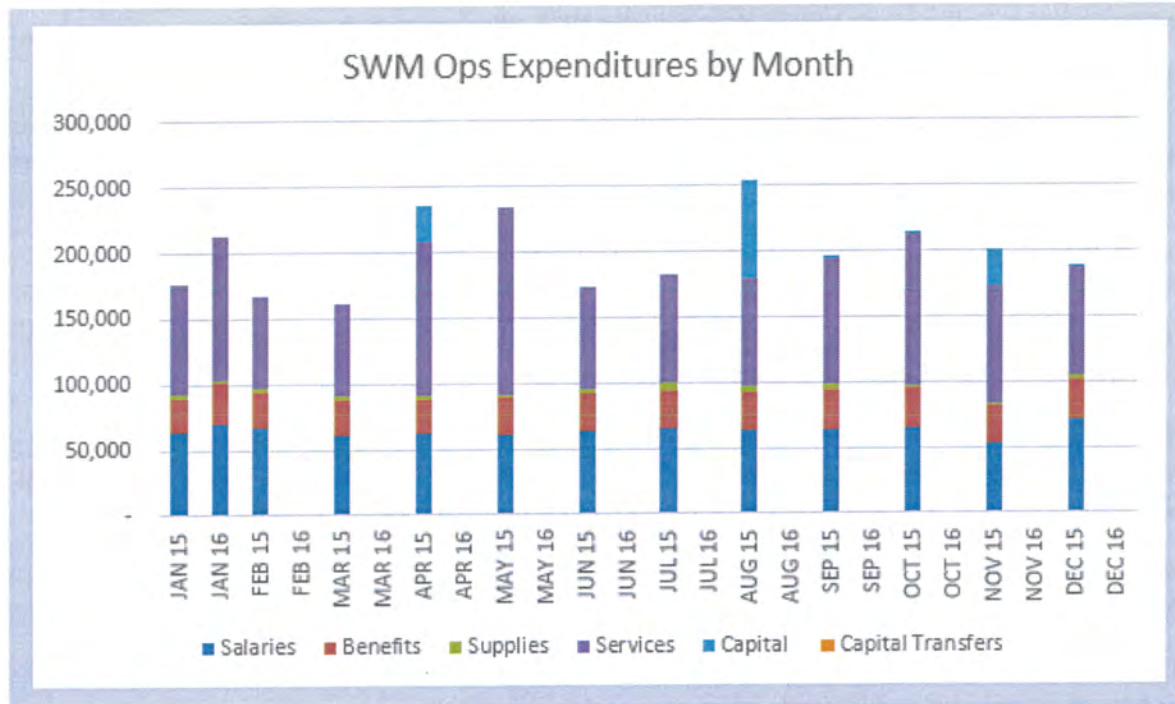
**Net 2015 Activity:** The Original Budget (and since there was no change) the Adjusted Budget anticipated *providing* \$425,299 (Difference 3) to ending fund balance. What actually occurred was *providing* \$516,591 to ending fund balance; \$91,292 more than originally budgeted for 2015.

**2015 Revised Budget:** The difference between the 2015 Revised Revenues of \$2,770,206 and Actual Revenues of \$2,764,863 was \$5,343 (Difference 4) which is within 0.2%.

The difference between the 2015 Revised Expenditures of \$2,179,385 and the Actual Expenditures of \$2,248,272 is just \$68,887 (Difference 4) or within about 3%.

**What did the 2015 SWM Fund revenue and spending patterns look like?**





**Revenues:** The above shows how the SWM Fund revenues are seasonal; it varies by month. The vast majority of SWM revenues come in twice a year as they are collected by King County along with the property taxes. The April/May and October/November peaks reflect property tax collection schedule.

**Expenditures:** The above shows slight fluctuations in spending patterns but most of the year is fairly constant. This is because personnel costs (with the exception of over time) are the largest source of spending and those expenditures occur monthly.

**Fund Balance:** The difference between the blue line (revenues) and the red line (expenditures) closely represents the amount of fund balance (which largely means cash) needed at the end of the year to carry through until April when the SWM fee revenues come in with the property tax collections. Minimum operating reserves of 10% of revenues provide for adequate cash flow throughout the year and a cushion of about \$76,000 for contingencies. The 2015 ending operating fund balance was \$1,556,789 and the minimum reserve level was \$326,652 leaving \$1,230,137 available to transfer to the construction fund for capital projects.

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## ATTACHMENT A

GENERAL FUND ANNUAL REPORT  
REVENUES, EXPENDITURES & FUND BALANCES

|                                                           | 2016<br>Budget<br>Annual | 2015<br>Adjusted<br>Budget | 2015<br>Actual<br>Year to Date | %      | 2014<br>Adjusted<br>Budget | 2014<br>Actual<br>Year to Date | %      | 2015<br>Original Budget<br>Annual | 2014<br>Original Budget<br>Annual | 2015<br>Revised<br>Budget | 2015<br>Actual<br>Year to Date |
|-----------------------------------------------------------|--------------------------|----------------------------|--------------------------------|--------|----------------------------|--------------------------------|--------|-----------------------------------|-----------------------------------|---------------------------|--------------------------------|
| <b>REVENUES</b>                                           |                          |                            |                                |        |                            |                                |        |                                   |                                   |                           |                                |
| 310 Taxes                                                 | 12,514,977               | 11,714,541                 | 11,732,376                     | 100.2% | 10,016,244                 | 9,747,013                      | 97.3%  | 11,714,541                        | 10,543,610                        | 11,553,406                | 11,732,376                     |
| 320 Licenses & Permits                                    | 2,597,670                | 2,228,087                  | 2,048,118                      | 91.9%  | 2,224,912                  | 1,839,716                      | 82.7%  | 2,228,087                         | 2,660,343                         | 2,187,385                 | 2,048,118                      |
| 330 Intergovernmental                                     | 642,875                  | 631,597                    | 680,664                        | 107.8% | 596,569                    | 627,087                        | 105.1% | 631,597                           | 582,060                           | 708,615                   | 680,664                        |
| 340 Charges Goods/Services                                | 3,308,986                | 3,085,169                  | 2,938,642                      | 95.3%  | 3,256,126                  | 3,264,700                      | 100.3% | 3,085,169                         | 3,760,371                         | 3,359,427                 | 2,938,642                      |
| 350 Fines & Foreitures                                    | 221,350                  | 249,750                    | 237,702                        | 95.2%  | 735,000                    | 673,797                        | 91.7%  | 249,750                           | 350,000                           | 230,769                   | 237,702                        |
| 360 Misc Revenues                                         | 481,800                  | 316,300                    | 369,181                        | 116.7% | 282,638                    | 375,075                        | 132.7% | 316,300                           | 252,638                           | 379,122                   | 369,181                        |
| 380 Other Financing Sources                               |                          | 5,000                      | 24,570                         | 491.4% | 318,800                    | 318,968                        | 100.1% | 5,000                             | 5,000                             | 12,231                    | 24,570                         |
| TOTAL                                                     | 19,767,658               | 18,230,444                 | 18,031,253                     | 98.9%  | 17,430,289                 | 16,846,356                     | 96.6%  | 18,230,444                        | 18,154,022                        | 18,430,955                | 18,031,253                     |
|                                                           |                          | Difference 4               | (199,191)                      | -1.10% | Difference 2               | (583,933)                      | -3.47% | (199,191)                         | (1,307,666)                       | Difference 7              | (399,702)                      |
|                                                           |                          |                            |                                |        |                            |                                |        | Difference 3                      | Difference 1                      |                           | -2.22%                         |
| <b>EXPENDITURES</b>                                       |                          |                            |                                |        |                            |                                |        |                                   |                                   |                           |                                |
| 021 City Council                                          | 80,227                   | 77,801                     | 65,728                         | 84.5%  | 102,216                    | 81,097                         | 79.3%  | 77,801                            | 92,216                            | 72,716                    | 65,728                         |
| 022 Muni Court                                            | 893,013                  | 925,331                    | 970,664                        | 104.9% | 853,516                    | 873,121                        | 102.3% | 925,331                           | 853,877                           | 945,500                   | 970,664                        |
| 023 City Manager                                          | 1,553,576                | 1,445,328                  | 1,502,516                      | 104.0% | 1,733,050                  | 1,705,717                      | 98.4%  | 1,445,328                         | 1,603,573                         | 1,494,573                 | 1,502,516                      |
| 024 Financial                                             | 1,148,708                | 982,677                    | 969,401                        | 98.6%  | 1,049,523                  | 952,239                        | 90.7%  | 982,677                           | 963,420                           | 995,395                   | 969,401                        |
| 026 Legal                                                 | 590,111                  | 607,147                    | 590,590                        | 97.3%  | 592,824                    | 565,151                        | 95.3%  | 607,147                           | 593,437                           | 592,382                   | 590,590                        |
| 030 Police                                                | 8,556,161                | 8,187,390                  | 7,756,384                      | 94.7%  | 8,388,361                  | 8,006,006                      | 95.4%  | 8,187,390                         | 8,497,076                         | 7,893,778                 | 7,756,384                      |
| 040 Planning & PW Admin                                   | 3,578,116                | 3,481,270                  | 3,425,321                      | 98.4%  | 3,313,001                  | 3,072,427                      | 92.7%  | 3,481,270                         | 3,351,010                         | 3,512,425                 | 3,425,321                      |
| 045 Recreation & Sr Serv                                  | 1,920,881                | 1,977,917                  | 1,967,061                      | 99.5%  | 1,816,394                  | 1,813,430                      | 99.8%  | 1,977,917                         | 1,788,602                         | 1,942,003                 | 1,967,061                      |
| 050 NonDepartmental                                       | 133,872                  | 129,904                    | 121,877                        | 93.8%  | 160,090                    | 145,775                        | 91.1%  | 129,904                           | 315,418                           | 119,277                   | 121,877                        |
| Transfers Out                                             | 286,440                  |                            |                                |        |                            |                                |        |                                   |                                   |                           |                                |
| TOTAL                                                     | 18,454,665               | 17,814,765                 | 17,369,542                     | 97.5%  | 18,008,975                 | 17,214,963                     | 95.6%  | 17,814,765                        | 18,058,629                        | 17,568,049                | 17,369,542                     |
|                                                           |                          | Difference 4               | (445,223)                      | -2.56% | Difference 2               | (794,012)                      | -4.61% | (445,223)                         | (843,666)                         | Difference 8              | (198,507)                      |
|                                                           |                          |                            |                                |        |                            |                                |        | Difference 3                      | Difference 1                      |                           | -1.14%                         |
| <b>REVENUES MORE THAN OR<br/>(LESS THAN) EXPENDITURES</b> |                          |                            |                                |        |                            |                                |        |                                   |                                   |                           |                                |
|                                                           | 1,312,993                | 415,679                    | 661,711                        |        | (578,686)                  | (368,607)                      |        | 415,679                           | 95,393                            | 862,906                   | 661,711                        |
|                                                           |                          |                            | 246,032                        |        |                            |                                |        | Difference 5                      |                                   | Difference 9              |                                |
|                                                           |                          |                            | Difference 6                   |        |                            |                                |        |                                   |                                   |                           |                                |
| <b>FUND BALANCES</b>                                      |                          |                            |                                |        |                            |                                |        |                                   |                                   |                           |                                |
| Orig End Fund Balance                                     | 2,566,144                | 1,128,584                  | 1,339,266                      |        | 1,940,532                  | 677,556                        |        |                                   |                                   |                           |                                |
|                                                           |                          |                            | 210,682                        |        |                            |                                |        |                                   |                                   |                           |                                |
| Revised End Fund Balance<br>(2016 Budget Process)         | 2,365,819                | 1,539,591                  | 1,339,266                      |        | 401,221                    | 677,556                        |        |                                   |                                   |                           |                                |
|                                                           |                          | Difference 10              | (200,325)                      |        |                            |                                |        |                                   |                                   |                           |                                |
|                                                           |                          |                            |                                |        |                            |                                |        |                                   |                                   |                           |                                |
| Min Budget Reserves                                       | 2,243,225                |                            |                                |        |                            |                                |        |                                   |                                   |                           |                                |

## ATTACHMENT B

### MARINA FUND 401 OPERATIONS MONTHLY REPORT

|                                                                                    | 2016<br>Budget<br>Annual | 2015<br>Adjusted<br>Budget | 2015<br>Actual<br>Year to Date | %            | 2015<br>Original<br>Budget | 2015<br>Actual<br>Year to Date |              | 2015<br>Revised<br>Budget | 2015<br>Actual<br>Year to Date |              | 2015<br>Actual<br>Year to Date | 2014<br>Actual<br>Year to Date |
|------------------------------------------------------------------------------------|--------------------------|----------------------------|--------------------------------|--------------|----------------------------|--------------------------------|--------------|---------------------------|--------------------------------|--------------|--------------------------------|--------------------------------|
| <b>REVENUES</b>                                                                    |                          |                            |                                |              |                            |                                |              |                           |                                |              |                                |                                |
| Intergov't Grants                                                                  | -                        | -                          | 38,729                         |              | -                          | 38,729                         |              |                           | 38,729                         |              | 38,729                         | 13,040                         |
| Charges Goods & Services                                                           | 1,473,060                | 1,473,060                  | 1,165,902                      | 79.1%        | 1,473,060                  | 1,165,902                      | 79.1%        | 1,204,664                 | 1,165,902                      | 96.8%        | 1,165,902                      | 1,428,920                      |
| Fines & Forefeitures                                                               | 18,000                   | 18,000                     | 17,716                         | 98.4%        | 18,000                     | 17,716                         | 98.4%        | 2,659                     | 17,716                         | 666.3%       | 17,716                         | 18,162                         |
| Moorage, Parking & Misc                                                            | 2,570,635                | 2,570,635                  | 2,792,606                      | 108.6%       | 2,570,635                  | 2,792,606                      | 108.6%       | 2,821,307                 | 2,792,606                      | 99.0%        | 2,792,606                      | 2,765,626                      |
| Interfund Maint Services                                                           |                          | -                          | 34,939                         |              |                            | 34,939                         |              | 25,060                    | 34,939                         | 139.4%       | 34,939                         | 16,510                         |
| <b>TOTAL</b>                                                                       | <b>4,061,695</b>         | <b>4,061,695</b>           | <b>4,049,892</b>               | <b>99.7%</b> | <b>4,061,695</b>           | <b>4,049,892</b>               | <b>99.7%</b> | <b>4,053,690</b>          | <b>4,049,892</b>               | <b>99.9%</b> | <b>4,049,892</b>               | <b>4,242,258</b>               |
|                                                                                    |                          | Difference 2               | (11,803)                       |              | Difference 1               | (11,803)                       |              | Difference 4              | (3,798)                        |              | (192,366)                      | Difference 6                   |
|                                                                                    |                          |                            | -0.29%                         |              |                            | -0.29%                         |              |                           | -0.09%                         |              | -4.53%                         |                                |
| <b>EXPENDITURES</b>                                                                |                          |                            |                                |              |                            |                                |              |                           |                                |              |                                |                                |
| Salaries                                                                           | 651,693                  | 678,384                    | 609,486                        | 89.8%        | 678,384                    | 609,486                        | 89.8%        | 693,266                   | 609,486                        | 87.9%        | 609,486                        | 616,262                        |
| Benefits                                                                           | 271,946                  | 290,998                    | 247,773                        | 85.1%        | 290,998                    | 247,773                        | 85.1%        | 271,456                   | 247,773                        | 91.3%        | 247,773                        | 267,987                        |
| Supplies                                                                           | 1,118,218                | 1,441,908                  | 1,048,961                      | 72.7%        | 1,441,908                  | 1,048,961                      | 72.7%        | 1,126,043                 | 1,048,961                      | 93.2%        | 1,048,961                      | 1,335,263                      |
| Services                                                                           | 876,082                  | 893,726                    | 817,501                        | 91.5%        | 893,726                    | 817,501                        | 91.5%        | 848,079                   | 817,501                        | 96.4%        | 817,501                        | 1,114,201                      |
| Capital                                                                            | -                        | 4,058                      | 7,286                          | 179.5%       | 4,058                      | 7,286                          | 179.5%       |                           | 7,286                          |              | 7,286                          | 44,753                         |
| Debt Transfers                                                                     | 819,830                  | 821,216                    | 821,216                        | 100.0%       | 821,216                    | 821,216                        | 100.0%       | 821,216                   | 821,216                        | 100.0%       | 821,216                        | 822,073                        |
| <b>TOTAL</b>                                                                       | <b>3,737,769</b>         | <b>4,130,290</b>           | <b>3,552,223</b>               | <b>86.0%</b> | <b>4,130,290</b>           | <b>3,552,223</b>               | <b>86.0%</b> | <b>3,760,060</b>          | <b>3,552,223</b>               | <b>94.5%</b> | <b>3,552,223</b>               | <b>4,200,539</b>               |
|                                                                                    |                          | Difference 2               | (578,067)                      |              | Difference 1               | (578,067)                      |              | Difference 4              | (207,837)                      |              | (648,316)                      | Difference                     |
|                                                                                    |                          |                            | -16.27%                        |              |                            | -16.27%                        |              |                           | -5.85%                         |              | -15.43%                        |                                |
| <b>REVENUES MORE THAN OR<br/>(LESS THAN) EXPENDITURES<br/>BEFORE CAPITAL XFERS</b> | <b>323,926</b>           | <b>(68,595)</b>            | <b>497,669</b>                 |              | <b>(68,595)</b>            | <b>497,669</b>                 |              | <b>293,630</b>            | <b>497,669</b>                 |              | <b>497,669</b>                 | <b>41,719</b>                  |
|                                                                                    |                          |                            |                                |              | Difference 3               | 566,264                        |              | Difference 5              | 204,039                        |              |                                |                                |
| Ending Cash & Investments                                                          |                          |                            | 1,126,225                      |              |                            |                                |              |                           |                                |              | 2015<br>Actual                 | 2014<br>Actual                 |
| Min Reserves - 20%                                                                 |                          |                            | 710,445                        |              |                            |                                |              |                           |                                |              | Year to Date                   | Year to Date                   |
| Avail to Xfer to Dock Replace                                                      | <b>88,926</b>            |                            | <b>415,780</b>                 |              |                            |                                |              |                           |                                |              | RESALE                         |                                |
|                                                                                    |                          |                            |                                |              |                            |                                |              |                           |                                |              | Fuel Sales                     |                                |
|                                                                                    |                          |                            |                                |              |                            |                                |              |                           |                                |              | 1,064,952                      | 1,315,079                      |
|                                                                                    |                          |                            |                                |              |                            |                                |              |                           |                                |              | Fuel Costs                     |                                |
|                                                                                    |                          |                            |                                |              |                            |                                |              |                           |                                |              | 927,899                        | 1,197,911                      |
|                                                                                    |                          |                            |                                |              |                            |                                |              |                           |                                |              | Net                            |                                |
|                                                                                    |                          |                            |                                |              |                            |                                |              |                           |                                |              | 137,053                        | 117,168                        |
|                                                                                    |                          |                            |                                |              |                            |                                |              |                           |                                |              | Profit % Costs                 |                                |
|                                                                                    |                          |                            |                                |              |                            |                                |              |                           |                                |              | 15%                            | 10%                            |

ATTACHMENT C

SWM FUND 450 OPERATIONS MONTHLY REPORT

|                                                                           | 2016<br>Budget<br>Annual | 2015<br>Adjusted<br>Budget | 2015<br>Actual<br>Year to Date | %      | 2015<br>Original<br>Budget | 2015<br>Actual<br>Year to Date |        | 2015<br>Revised<br>Budget | 2015<br>Actual<br>Year to Date |        |
|---------------------------------------------------------------------------|--------------------------|----------------------------|--------------------------------|--------|----------------------------|--------------------------------|--------|---------------------------|--------------------------------|--------|
| REVENUES                                                                  |                          |                            |                                |        |                            |                                |        |                           |                                |        |
| Charges Goods & Services                                                  | 3,264,518                | 2,820,343                  | 2,756,227                      | 97.7%  | 2,820,343                  | 2,756,227                      | 97.7%  | 2,770,206                 | 2,756,227                      | 99.5%  |
| Misc & Interest                                                           | 2,000                    | 3,230                      | 8,636                          | 267.4% | 38,500                     | 8,636                          | 22.4%  | -                         | 8,636                          |        |
| TOTAL                                                                     | 3,266,518                | 2,823,573                  | 2,764,863                      | 97.9%  | 2,858,843                  | 2,764,863                      | 96.7%  | 2,770,206                 | 2,764,863                      | 99.8%  |
|                                                                           |                          | Difference 2               | (58,710)                       | -2.12% | Difference 1               | (93,980)                       |        | Difference 4              | (5,343)                        | -0.19% |
| EXPENDITURES                                                              |                          |                            |                                |        |                            |                                |        |                           |                                |        |
| Salaries                                                                  | 799,230                  | 784,530                    | 761,468                        | 97.1%  | 784,530                    | 761,468                        | 97.1%  | 763,281                   | 761,468                        | 99.8%  |
| Benefits                                                                  | 393,022                  | 369,261                    | 342,924                        | 92.9%  | 369,261                    | 342,924                        | 92.9%  | 248,335                   | 342,924                        | 138.1% |
| Supplies                                                                  | 75,300                   | 92,645                     | 39,127                         | 42.2%  | 92,645                     | 39,127                         | 42.2%  | 65,578                    | 39,127                         | 59.7%  |
| Services                                                                  | 1,375,804                | 1,172,293                  | 1,077,055                      | 91.9%  | 1,172,293                  | 1,077,055                      | 91.9%  | 1,087,376                 | 1,077,055                      | 99.1%  |
| Capital                                                                   |                          | 14,815                     | 27,698                         | 187.0% | 14,815                     | 27,698                         | 187.0% | 14,815                    | 27,698                         | 187.0% |
| TOTAL                                                                     | 2,643,356                | 2,433,544                  | 2,248,272                      | 92.4%  | 2,433,544                  | 2,248,272                      | 92.4%  | 2,179,385                 | 2,248,272                      | 103.2% |
|                                                                           |                          | Difference 2               | (185,272)                      | -8.24% | Difference 1               | (185,272)                      |        | Difference 4              | 68,887                         | 3.06%  |
| REVENUES MORE THAN OR<br>(LESS THAN) EXPENDITURES<br>BEFORE CAPITAL XFERS |                          |                            |                                |        |                            |                                |        |                           |                                |        |
|                                                                           | 623,162                  | 390,029                    | 516,591                        |        | 425,299                    | 516,591                        |        | 590,821                   | 516,591                        |        |
|                                                                           |                          |                            |                                |        | Difference 3               |                                |        |                           |                                |        |
| Ending Cash & Investments                                                 |                          |                            | 1,556,789                      |        |                            |                                |        |                           |                                |        |
| Min Reserves - 10% Revenues                                               |                          |                            | 326,652                        |        |                            |                                |        |                           |                                |        |
| Avail for capital transfer                                                |                          |                            | 1,230,137                      |        |                            |                                |        |                           |                                |        |

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**MINUTES**

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

**February 4, 2016 – 7:00 p.m.**

**CALL TO ORDER**

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

**PLEDGE OF ALLEGIANCE**

The flag salute was led by Councilmember Bangs.

**ROLL CALL**

Council present: Mayor Matt Pina; Mayor Pro Tem Vic Pennington; Councilmembers Melissa Musser, Jeremy Nutting, Luisa Bangs, Robert K. Back and Dave Kaplan.

Staff present: City Manager Tony Piasecki; City Attorney Pat Bosmans; Assistant City Manager/Economic Development Director Michael Matthias; Police Chief George Delgado; Marina Maintenance Manager Scott Wilkins; Project Manager Scott Romano; Admin Assistant II Peggy Volin; Traffic Control Specialist Anthony Jones, Water Quality Specialist/Civil Engineer I Tyler Beekley, Civil Engineer II Tommy Owen, Engineering Services Manager Brandon Carver, Associate Transportation Engineer Andrew Merges, Surface Water Management Engineering Aide Tim Kissler, Planning, Building and Public Works Director Dan Brewer; Human Resources Manager Maureen Murphy; Assistant City Attorney Tim George; Construction, Engineering and Right-of-Way Inspector Dave Maresh; Budget Manager Cecilia Pollock; Management Consultant Grant Fredricks; City Clerk Bonnie Wilkins.

**CORRESPONDENCE**

- Economic Development Council; thanked us for their support.
- Highline Water District; Declined invitation to attend the February 18, 2016 Council meeting.
- City of Des Moines Employees; Furlough Resolutions.

**COMMENTS FROM THE PUBLIC**

- Tom Sneath, 2626 S 236<sup>th</sup>; Zoning to accommodate chickens.
- Cheryl Johnson, 28748 Soundview Drive S; Showed difference between store bought and fresh eggs.
- Sophie Rock & Jaclyn Hill; 22027 6<sup>th</sup> Avenue S; Happenings at Mt. Rainier High School.
- Todd Powell, 22211 Marine View Drive S; Marina furloughs.
- Erica Schindler, 27021 12<sup>th</sup> Avenue S; Woodmont Recovery Center.
- Scott Evans, 1127 S 243<sup>rd</sup> Court; was not in attendance.
- Bill Linscott, 22335 6<sup>th</sup> Avenue; Furloughs.
- Jill Andrews, 1919 S 232<sup>nd</sup> Street; Destination Des Moines upcoming events.

## **BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS**

### Mayor Pro Tem Pennington

- Public Safety & Transportation Committee Meeting.
- Thanked Mt. Rainier for coming and sharing.
- Thanked everyone for attending.

### Councilmember Kaplan

- No report.

### Councilmember Back

- Attended the Police Foundation Fundraiser.
  - Three life savings award given out:
    - Master Sergeant Paul Guest.
    - Master Police Officer Eddie Ochart.
    - Master Police Officer Shawn O'Flaherty.
  - Swearing in Ceremony for Courtney Duncan.
  - Chief's Award to Master Sergeant Doug Jenkins.
  - Officer of the Year to Master Police Officer and School Resource Officer Justin Cripe.
  - Civilian of the Year to Community Services Officer Kory Batterman.
  - Excellence in Leadership to Office Manager Terryann Dell.
  - Volunteer of the Year to Susan Corey.

### Councilmember Bangs

- Public Safety & Transportation Committee:
  - Nominated as Chair.
  - 2016 Work Program.
  - Red Light Camera Photo Enforcement Update.
  - CIP Project Updates
  - State Route 509 Updates.
  - Marine View Drive Bridge Update.
  - Police Operations Update.

### Councilmember Nutting

- Attended the Mt. Rainier Charity Basketball Game
  - Thanked all the teachers involved.
  - Thanked Sophie Rock.

### Councilmember Musser

- Attended the Police Foundation Fundraiser;
  - Thanked Ellie Hooman for all her work.
- Four Points Sheraton Grand Opening:
  - Ribbon Cutting, February 6<sup>th</sup>.

## **PRESIDING OFFICER'S REPORT**

- Chief Delgado introduced the Mt. Rainier High School Pacific Islander Club, who performed for Council and the Public.

## ADMINISTRATION REPORT

- Item 1: EMERGING ISSUES
- Tim Clemans has withdrawn his public records request in its entirety.
  - Des Moines Creek Trail has been closed:
    - Marine View Drive Bridge Issue:
    - WASHDOT is working on a fix.
- Item 2: SOUND TRANSIT BRIEFING (FWLE)
- Cathal Ridge, with Sound Transit, gave a power point update to Council.
- Item 3: TELECOMMUNICATIONS AUDIT
- An annual fee of \$9,889 worth of savings was found.

## EXECUTIVE SESSION

At 7:55 p.m. Council went into an Executive Session to discuss Labor Negotiations under RCW 42.30.140(4)(a). The Executive Session is expected to last 15 minutes. In attendance were: Mayor Pina; Mayor Pro Tem Pennington; Councilmembers Musser, Nutting, Bangs, Back and Kaplan; City Manager Piasecki; Assistant City Manager Matthias; Human Resources Manager Murphy. The Executive Session ended at 8:07 p.m.

No formal action was taken.

The regular meeting resumed at 8:10 p.m.

## CONSENT AGENDA

- Item 1: DRAFT RESOLUTION 16-009; MANDATORY FURLOUGHS  
Motion is to adopt Draft Resolution No. 16-009 implementing mandatory furloughs for the City's regular non-represented employees, for the period beginning March 1, 2016 and ending December 31, 2016.
- Item 2: WASHINGTON STATE PARKS AND RECREATION COMMISSION CLEAN VESSEL SEWAGE DISPOSAL FACILITY GRANT  
Motion is to accept the Washington State Parks and Recreation Commission Clean Vessel Sewage Disposal Facility Grant No. CV 517-064 and to authorize the City Manager to sign the Grant Agreement substantially in the form as attached.

### Direction/Action

Motion made by Councilmember Musser to approve the Consent Agenda; seconded by Councilmember Nutting.

Councilmember Back pulled Consent Agenda Item #1 from the agenda.

The remainder of the consent agenda passed 7-0.

### Direction/Action

Motion made by Councilmember Back to move Consent Agenda Item #1 to February 11, 2016; seconded by Mayor Pro Tem Pennington.  
The motion passed 7-0.

**NEW BUSINESS**

Item 1: GOVERNMENT 101, PART 3: THE ART OF ECONOMIC DEVELOPMENT  
Staff Presentation: Assistant City Manager/Economic Development  
Director Michael Matthias

Assistant City Manager/Economic Development Director Matthias and Planning, Building and Public Works Director Brewer gave a power point presentation to Council on the Art of Economic Development.

No formal action was taken.

**EXECUTIVE SESSION**

At 9:08 p.m. Council went into an Executive Session to discuss Labor Negotiations under RCW 42.30.140(4)(a) and the Performance of a Public Employee under RCW 42.30.110(1)(g). The Executive Session is expected to last 30 minutes. In attendance were: Mayor Pina; Mayor Pro Tem Pennington; Councilmembers Musser, Nutting, Bangs, Back and Kaplan; City Manager Piasecki; Human Resources Manager Murphy.

At 9:20 p.m. Human Resources Manager Murphy left the meeting.

The Executive Session ended at 9:38 p.m.

The regular meeting resumed at 9:38 p.m.

**NEXT MEETING DATE**

February 11, 2016 Regular City Council Meeting

**ADJOURNMENT**

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

The meeting was adjourned at 9:38 p.m.

Respectfully Submitted,  
Bonnie Wilkins, CMC  
City Clerk

## MINUTES

### DES MOINES CITY COUNCIL REGULAR MEETING City Council Chambers 21630 11<sup>th</sup> Avenue South, Des Moines

February 11, 2016 – 7:00 p.m.

#### CALL TO ORDER

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

#### PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Nutting.

#### ROLL CALL

Council present: Mayor Matt Pina; Mayor Pro Tem Vic Pennington; Councilmembers Melissa Musser, Jeremy Nutting, Luisa Bangs, Robert K. Back and Dave Kaplan.

Staff present: City Manager Tony Piasecki; City Attorney Pat Bosmans; Assistant City Manager/Economic Development Director Michael Matthias; Planning, Building and Public Works Director Dan Brewer; Engineering Services Manager Brandon Carver; Assistant City Attorney Tim George; Capital Improvement Project Manager Scott Romano; Court Clerk Deborah Phillipson; Probation Officer Melissa Patrick; Court Administrator Jennefer Johnson; Associate Transportation Engineer Andrew Merges; Marina Maintenance Manager Scott Wilkins; Harbor Attendant Jonathan Elfstrom; Prosecuting Attorney Matt Hutchins; GIS Administrator Matt Koppelman; Water Quality Specialist/Civil Engineer I Tyler Beekley; Finance Director Dunyele Mason; Parks, Recreation & Senior Services Administrative Assistant II Janet Best; Parks, Recreation & Senior Services Director Patrice Thorell; Recreation Coordinator Rick Scott; Facilities & Events Coordinator Shannon Kirchberg; Facilities and Events Specialist Kirsta Dunlap; Recreation Specialist Julia Cain; Marina Office Assistant Katy Bevegni; Recreation Office Assistant Taria Keane; Information Systems Administrator Chris Pauk; Human Resources Manager Maureen Murphy; Construction, Engineering and Right-of-Way Inspector Dave Maresh; Police Chief George Delgado; Finance Operations Manager Cecilia Pollock; Community Development Manager Denise Lathrop; Traffic Control Specialist Anthony Jones; City Clerk Bonnie Wilkins.

#### CORRESPONDENCE

- There were no correspondences.

#### COMMENTS FROM THE PUBLIC

- Cheryl Johnson, 28748 Soundview Drive S; City Manager Separation Agreement.
- Ken Rogers, 22516 10<sup>th</sup> Avenue S; Employee furloughs.
- Bill Linscott, 22335 6<sup>th</sup> Avenue S; Employee furloughs.
- Ben Stewart, 22515 6<sup>th</sup> Avenue S; Employee furloughs.
- Dana Hannon, 22342 Marine View Drive S; Sign permit for Dana K's Café.
- Rick Johnson, 28624 Redondo Beach Drive; Proposed Methanol Plant in Tacoma.
- Harry Steinmetz, 917 S 2589<sup>th</sup> Place; City Manager Separation Agreement.
- Tony Hettler, 22506 Marine View Drive S; Brief update on Destination Des Moines activities.

## BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

### Mayor Pro Tem Pennington

- Thanked the public for attending.
- Would like information on the proposed Methanol Plant in Tacoma.
- Four Points Sheraton Hotel Ribbon Cutting.
- Met with Landmarque Homeowners group.
- 2016 Ad Hoc Committee Meeting:
  - City Manager Recruitment.

### Councilmember Kaplan

- Four Points Sheraton Hotel Ribbon Cutting.
- 2016 Ad Hoc Committee Meeting:
  - Reviewed proposals from 6 search firms.
  - Recommendation to Council.

### Councilmember Back

- Proposed Methanol Plant in Tacoma:
  - Federal Way called emergency meeting.
- Thanked Destination Des Moines for all they do

### Councilmember Bangs

- Police Department's Advisory Committee meeting:
  - Coffee with a Cop.
  - Overview of 2016 and beyond.
- Des Moines Arts Commission meeting:
  - Retreat.
  - Quarterly report.

### Councilmember Nutting

- Finance & Economic Development Committee meeting:
  - Recreational Marijuana Zoning.
  - Siting of Essential Public Facilities.
- Four Points Sheraton Hotel Ribbon Cutting.
- Mid-Winter Break:
  - Mt. Rainier Pool hosting events.
- Poverty Bay Wine Festival:
  - March 4<sup>th</sup> & 5<sup>th</sup>.
  - Tickets available.

### Councilmember Musser

- Sound Cities Association Public Issues Committee meeting:
  - Proposed Methanol Plant in Tacoma.
  - 3 Public Hearings scheduled.

### Direction/Action

**Motion** made by Councilmember Musser to direct staff to draft a Resolution to support the City of Federal Way in all efforts to preserve waters in Puget Sound; seconded by Mayor Pro Tem Pennington.

The motion passed 7-0.

**Direction/Action**

**Motion** made by Councilmember Musser to support April as Sexual Assault Awareness month; seconded by Mayor Pina.  
The motion passed 7-0.

**PRESIDING OFFICER'S REPORT**

- Four Points Sheraton Hotel Ribbon Cutting.
- Met with Landmarque Homeowners Group.

**ADMINISTRATION REPORT**

- Attachment A of the City Manager Separation Agreement was changed:
  - Added timelines.
  - Added transition plan.
- Marine View Drive Bridge/Beach Park Trail is still closed.
- Request for a change to the City Code regarding chickens.
  - Item remanded to the Finance & Economic Development Committee
  - On the work plan.
  - Make ordinance broader in scope.
- Asked that the Boardwalk Consent Agenda Item be pulled to discuss and give appropriate motion.

Item 1:           MONTHLY FINANCIAL REPORT

- Finance Director Mason gave Council a financial overview of January revenue and expenditures.

Item 2:           SALTWATER BRIDGE AWARD

- Planning, Building and Public Works Director Brewer presented an award the City received, on the Saltwater Bridge Seismic Retrofit, project to Council

**EXECUTIVE SESSION**

At 8:18 p.m. Council went into an Executive Session to discuss Litigation under RCW 42.30.140 and Labor Negotiations under RCW 42.30.140(4)(a). The Executive Session is expected to last 10 minutes. In attendance were: Mayor Pina; Mayor Pro Tem Pennington; Councilmembers Musser, Nutting, Bangs, Back and Kaplan; City Manager Plasecki; Assistant City Manager Matthias; Human Resources Manager Murphy. The Executive Session ended at 8:30 p.m.

No formal action was taken.

The regular meeting resumed at 8:33 p.m.

**CONSENT AGENDA**

Item 1:           APPROVAL OF MINUTES

Motion is to approve the minutes from the January 7<sup>th</sup> and January 14, 2016 regular City Council meetings.

Item 2: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfer included in the attached list and further described as follows:

|                                                                  |                |                |
|------------------------------------------------------------------|----------------|----------------|
| Total A/P Checks/Vouchers                                        | #145737-145921 | \$ 780,890.48  |
| Electronic Wire Transfers                                        | #654-663       | \$ 335,492.87  |
| Payroll Checks                                                   | #18757-18760   | \$ 4,346.45    |
| Payroll Direct Deposit                                           | #50001-50169   | \$ 298,057.96  |
| Total Certified Wire Transfers, Voids, A/P and Payroll Vouchers: |                | \$1,418,787.76 |

Item 3: 2015 SCHOOL OF DISTINCTION AWARD PROCLAMATION: NORTH HILL ELEMENTARY SCHOOL

Motion is to approve the Proclamation congratulating North Hill Elementary School for receiving the 2015 School of Distinction Award.

Item 4: SETTING PUBLIC HEARING DATE FOR DRAFT ORDINANCE 15-176, PACIFIC RIDGE COMMERCIAL ZONE MIXED USE LIMITATIONS

Motion is to adopt Draft Resolution No. 15-176 setting a public hearing on March 10, 2016 to consider Draft Ordinance 15-176 amending chapter 18.52.010B, Permitted Uses Commercial Use Chart DMMC.

Item 5: FIELD HOUSE ROOF REPLACEMENT

Motion 1 is to approve the staff recommended 2016 Fund 506n project reprioritizations, and proceed with the Field House Roof Replacement in 2016.

Motion 2 is to direct Administration to propose a 2016 budget amendment reallocating funds between approved project budgets to cover the cost of this project.

Item 6: CONSTRUCTION CONTRACT AWARD FOR CONSULTING AGREEMENT FOR CONSTRUCTION ADMINISTRATION & INSPECTION SERVICES FOR THE BOARDWALK REPAIR PROJECT

Motion 1 is to approve the Public Works Contract with \_\_\_\_\_ (Contractor), for the Redondo Boardwalk Repair Project, in the amount of \$ \_\_\_\_\_, authorize a project contingency in the amount of \$ \_\_\_\_\_, and further authorize the City Manager to sign said Contract substantially in the form as submitted after the Washington State Department of Transportation provides approval to award.

Motion 2 is to approve Supplemental Agreement Number 3 with Exeltech Consulting Inc. for the Construction Administration and Inspection Services of the Redondo Boardwalk Repair Project in the amount of \$379,524.59, authorize a project contingency of \$20,000.00, and further authorize the City Manager to sign said Task Order substantially in the form as submitted.

Item 7: CITY MANAGER SEPARATION AGREEMENT

Motion is to approve the separation agreement between the City of Des Moines and the City Manager and authorize the Mayor to sign it substantially in the form as submitted.

- Item 8: PROFESSIONAL SERVICES CONTRACT FOR CONDUCTING AN EXECUTIVE RECRUITMENT  
Motion is to authorize the City Manager to execute a professional services contract with Strategic Government Resources (SGR) for the recruitment and selection of a City Manager.

- Item 9: MANDATORY FURLOUGHS  
Motion is to adopt Draft Resolution No. 16-009 implementing mandatory furloughs for the City's regular non-represented employees, for the period beginning March 1, 2016 and ending December 31, 2016.

**Direction/Action**

Motion made by Councilmember Kaplan to approve the Consent Agenda; seconded by Councilmember Musser.

Councilmember Kaplan pulled Consent Agenda Item #6 from the agenda.

The remainder of the consent agenda passed 7-0.

**Direction/Action**

Motion made by Councilmember Kaplan to approve the Public Works Contract with Stellar J. Corporation (Contractor), for the Redondo Boardwalk Repair Project, in the amount of \$3,367,358.00, authorize a project contingency in the amount of \$382,213.00, and further authorize the City Manager to sign said Contract substantially in the form as submitted; seconded by Councilmember Nutting.

The motion passed 7-0.

Motion made by Councilmember Kaplan to approve Supplemental Agreement Number 3 with Exeltech Consulting Inc. for the Construction Administration and Inspection Services of the Redondo Boardwalk Repair Project in the amount of \$379,524.59, authorize a project contingency of \$20,000.00, and further authorize the City Manager to sign said Task Order substantially in the form as submitted; seconded by Councilmember Nutting.  
The motion passed 7-0.

**PUBLIC HEARING/CONTINUED PUBLIC HEARING**

- Item 1: DRAFT ORDINANCE 15-206 RELATED TO PUBLIC NOTICE REQUIREMENTS FOR ESSENTIAL PUBLIC FACILITIES (EPFs)  
Staff Presentation: Community Development Manager  
Denise Lathrop

At 8:58 p.m. Mayor Pin opened the public hearing.

**Direction/Action**

Motion made by Mayor Pro Tem Pennington to continue the Public Hearing for Draft Ordinance 15-206 to May 12, 2016, or as soon thereafter as the matter may be heard; seconded by Councilmember Nutting.

The motion passed 7-0.

**Motion** made by Councilmember Nutting to direct staff to expand the scope of Draft Ordinance 15-206 to also include siting criteria and development regulations for essential public facilities; seconded by Councilmember Bangs. The motion passed 7-0.

## **NEW BUSINESS**

Item 1:

### **RE-ORGANIZATION OF TITLE 3 DMMC**

Staff Presentation: Finance Director Dunyele Mason

Finance Director presented to Council, proposed changes to Title 3 DMMC.

#### **Direction/Action**

**Motion** made by Councilmember Kaplan to suspend Rule 26(a) in order to enact Draft Ordinance No 15-219 on first reading; seconded by Councilmember Nutting.

The motion passed 7-0.

**Motion** made by Councilmember Kaplan to enact Draft Ordinance No. 15-219 amending, adding, and relocating sections of Title 3 DMMC to reorganize, provide consistency and bring Title 3 DMMC into compliance with current generally accepted accounting principles; seconded by Councilmember Nutting. The motion passed 7-0.

**Motion** made by Councilmember Kaplan to ratify, confirm and approve all acts undertaken prior to the effective date of this Ordinance that are consistent with the intent and purpose of same; and further, specifically instruct the Finance Director to prepare the City's 2015 financial statements in accordance with the intent and purpose of this Draft Ordinance; seconded by Councilmember Nutting. The motion passed 7-0.

Mayor Pina read Draft Ordinance No. 15-219 into the record.

## **NEXT MEETING DATE**

February 18, 2016 Regular City Council Meeting

## **ADJOURNMENT**

**Motion** made by Mayor Pro Tem Pennington to adjourn; seconded by Councilmember Bangs. The motion passed 7-0.

The meeting was adjourned at 9:12 p.m.

Respectfully Submitted,  
Bonnie Wilkins, CMC  
City Clerk

## MINUTES

### DES MOINES CITY COUNCIL STUDY SESSION City Council Chambers 21630 11<sup>th</sup> Avenue South, Des Moines

February 18, 2016 – 7:00 p.m.

#### CALL TO ORDER

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

#### PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Musser.

#### ROLL CALL

Council present: Mayor Matt Pina; Mayor Pro Tem Vic Pennington; Councilmembers Melissa Musser, Jeremy Nutting, Luisa Bangs, Robert K. Back and Dave Kaplan.

Staff present: City Manager Tony Piasecki; City Attorney Pat Bosmans; Assistant City Manager/Economic Development Director Michael Matthias; Assistant City Attorney Tim George; Finance Director Dunyele Mason; Marina Maintenance Manager Scott Wilkins; City Clerk Bonnie Wilkins.

Others present: Highline Water District Commissioner Dan Johnson; Legal Counsel John Milne; Midway Sewer District Commissioner Scot Sanborn; Water District 54 District Manager Eric Clarke; Southwest Suburban Sewer District Commissioner Susan Genzale; Southwest Suburban Sewer District Manager Ron Hall; Highline Water District Commissioner Todd Fultz; Highline Water District General Manager Matt Everett; Midway Sewer District Manager Ken Kase; Water District 54 Commissioner Yoshiko Grace Matsui; Water District 54 Commissioner Jim Langston and Water District 54 Commissioner John Rayback.

#### COMMENTS FROM THE PUBLIC

- There were no comments from the public.

#### DISCUSSION ITEMS

- Item 1: FRANCHISE AGREEMENT DISCUSSION
1. Goals
  2. Negotiation Format
  3. Schedule
  4. Communications
  5. Issues to address in franchise agreement

It was agreed that the City and the Utility Districts will meet on March 16, 2016 to discuss Franchise Agreements. The meeting will take place at the Midway Sewer District office at 3:00 p.m.

#### NEXT MEETING DATE

February 25, 2016 Regular City Council Meeting

**ADJOURNMENT**

**Motion** made by Councilmember Kaplan to adjourn; seconded by Councilmember Bangs.  
The motion passed 7-0.

The meeting was adjourned at 9:12 p.m.

Respectfully Submitted,  
Bonnie Wilkins, CMC  
City Clerk

## MINUTES

### DES MOINES CITY COUNCIL STUDY SESSION City Council Chambers 21630 11<sup>th</sup> Avenue South, Des Moines

February 25, 2016 – 7:00 p.m.

#### CALL TO ORDER

Mayor Pro Tem Pennington called the meeting to order at 7:00 p.m.

#### PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Kaplan.

#### ROLL CALL

Council present: Mayor Pro Tem Vic Pennington; Councilmembers Melissa Musser, Jeremy Nutting, Luisa Bangs, Robert K. Back and Dave Kaplan.

Mayor Matt Pina and Councilmember Luisa Bangs were absent.

#### Direction/Action

Motion made by Councilmember Nutting to excuse Mayor Pina and Councilmember Kaplan; seconded by Councilmember Musser.  
The motion passed 5-0.

Staff present: City Manager Tony Piasecki; Assistant City Attorney Tim George; Police Chief George Delgado; Marina Maintenance Manager Scott Wilkins; Parks, Recreation & Senior Services Director Patrice Thorell; Finance Director Dunyele Mason; Harbormaster Joe Dusenbury; Planning, Building and Public Works Director Dan Brewer; City Clerk Bonnie Wilkins.

#### CORRESPONDENCE

- Letter received from Steve Comstock, Coldwell Banker Commercial Broker.

#### COMMENTS FROM THE PUBLIC

- Neil Kelly, 22737 Marine View Drive S; Civic Events and Participation with City events.
- Steve Comstock, 33313 1<sup>st</sup> Way South; Zoning change to the Woodmont area.
- Connie Midgett, 816 S 216<sup>th</sup> Street #411; Furloughs impacts to the Senior Center.
- Nancy Corr, 23025 17<sup>th</sup> Avenue S; Furlough impacts to the Enhanced Fitness class at the Field House.
- John Corr, 23025 17<sup>th</sup> Avenue S; Furlough impacts to the Enhanced Fitness class at the Field House.
- Kevin Isherwood, Redondo Beach Drive S; Garbage collection, street sweeping and lawn services in the Redondo area.
- Kaylene Moon, 24032 9<sup>th</sup> Place S; Furlough impacts to the Enhanced Fitness class at the Field House.
- Rick Johnson, 28624 Redondo Beach Drive S; Asked for the City Manager's resignation.
- Thelma Vannoy, 22532 6<sup>th</sup> Avenue S; Adriana construction site and construction vehicles on the street.
- Kay Alpaugh; Furlough impacts to the Senior Center.

## **BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS**

### **Councilmember Kaplan**

- Thanked the Des Moines Yacht Club for updating Council on upcoming events.
- Mixed use in the Woodmont commercial zone.
- Closure of Senior Center.
- Spoke to Mr. Isherwood's comments regarding street sweeping, garbage collection and lawn maintenance.
- Ad Hoc Franchise Agreement Committee will meet on March 3<sup>rd</sup>.
- Contract with SGR signed for City Manager recruitment.
- Passing of former Mayor/Councilmember and longtime community member Don Wasson.

### **Direction/Action**

**Motion** made by Councilmember Kaplan to donate \$100 to the Des Moines Kiwanis club in memory of former Mayor/Councilmember Don Wasson; seconded by Councilmember Nutting. The motion passed 5-0.

### **Councilmember Back**

- Environment Committee meeting:
  - Oppose proposed methanol plant in Tacoma.
  - Northwest Innovations works requested a pause with the City of Tacoma.
- Commented on the passing of former Mayor/Councilmember Don Wasson:
  - Asked Council for a moment of silence.

### **Councilmember Nutting**

- No report

### **Councilmember Musser**

- Human Services Advisory Committee meeting:
  - Welcomed new committee members
  - List of organizations to support.
  - One position still open.
- Municipal Facilities Committee meeting:
  - Food truck rodeo in Marina, June-September for lunch and dinner.
    - Web-site/interactive calendar.
    - Will not participate during Farmer's Market.
  - Container Village Concept:
    - Containers can be retrofitted into small sidewalk cafés.
    - Researching permitted uses.
  - Breakwater floats and renovations.
- Mt. Rainier High School Rams Gymnastics Team placed 3 in State.

## **PRESIDING OFFICER'S REPORT**

- Memorial Service for Staff Sgt. Matthew McClintock held at Joint Base Lewis McChord.

## **ADMINISTRATION REPORT**

- Port Commissioner approved the Second Addendum to the Second Development Agreement.
- Spoke to Council and Ms. Vannoy regarding the Adriana project.

## CONSENT AGENDA

- Item 1: APPROVAL OF MINUTES  
Motion is to approve the minutes from the January 21<sup>st</sup> and January 28, 2016 regular City Council meetings.
- Item 2: APPROVAL OF VOUCHERS  
Motion is to approve for payment vouchers and payroll transfer included in the attached list and further described as follows:
- |                                                                  |                |               |
|------------------------------------------------------------------|----------------|---------------|
| Total A/P Checks/Vouchers                                        | #145922-146057 | \$ 479,790.80 |
| Electronic Wire Transfers                                        | #664-667       | \$ 157,426.84 |
| Payroll Checks                                                   | #18761-18765   | \$ 3,900.06   |
| Payroll Direct Deposit                                           | #70001-70158   | \$ 284,370.69 |
| Total Certified Wire Transfers, Voids, A/P and Payroll Vouchers: |                | \$ 925,488.39 |
- Item 3: DRAFT ORDINANCE NO. 16-001 ANIMAL IN UNATTENDED MOTOR VEHICLE  
Motion 1 is to suspend Rule 26(a) in order to enact Draft Ordinance No. 16-001 on first reading.  
  
Motion 2 is to enact Draft Ordinance No. 16-001 to adopt by reference RCW 16.52.340 entitled *"Leave or confine any animal in unattended motor vehicle or enclosed space-Class 2 civil infraction-Officers' authority to reasonably remove animal."*
- Item 4: 2016 VEHICLE PURCHASE  
Motion is to authorize the City Manager or his designee to purchase the vehicles and equipment as identified in Attachment 1.
- Item 5: SEXUAL ASSAULT AWARENESS MONTH  
Motion is to approve the Proclamation recognizing April as Sexual Assault Awareness Month.
- Item 6: DRAFT RESOLUTION 16-016: OPPOSING THE PROPOSED METHANOL PLANT IN TACOMA  
Motion is to adopt Draft Resolution 16-016 in opposition to the proposed Methanol Plant in the City of Tacoma.
- Item 7: SURPLUS PROPERTY-VEHICLES AND EQUIPMENT  
Motion is to adopt Draft Resolution No. 16-015 declaring certain vehicles and equipment identified in Attachment 1 as surplus and authorize disposal of said surplus vehicles and equipment by auction or trade-ins.

### Direction/Action

Motion made by Councilmember Nutting to approve the Consent Agenda; seconded by Councilmember Kaplan.  
The motion passed 5-0.

**PUBLIC HEARING/CONTINUED PUBLIC HEARING**

Item 1: PUBLIC HEARING ON DRAFT ORDINANCE NO. 15-198 AMENDING ADULT ENTERTAINMENT ZONING

Staff Presentation: Assistant City Attorney Tim George

Mayor Pro Tem Pennington opened the Public Hearing at 8:00 p.m.

Assistant City Attorney George gave a power point presentation to Council.

Mayor Pro Tem Pennington called for those that signed up to speak:

- Nick Lembo, Shared Hope International; Proponent of the adult entertainment zoning changes.
- Jo Lembo, Shared Hope International; Proponent of the adult entertainment zoning changes.

Mayor Pro Tem Pennington asked 3 times if anyone else wished to speak.

- Kevin Isherwood, Redondo Beach Drive S; Proponent of the adult entertainment zoning changes.

Mayor Pro Tem Pennington again asked 3 times if anyone else wished to speak. Seeing none Mayor Pro Tem Pennington asked Council if they had any questions.

Mayor Pro Tem Pennington asked staff if there were any misstatements of fact, seeing none Mayor Pro Tem Pennington closed the Public Hearing at 8:48 p.m.

**Direction/Action**

**Motion** made by Councilmember Kaplan to suspend Rule 26(a) to pass Draft Ordinance No. 15-198 on first reading; seconded by Councilmember Nutting. The motion passed 5-0.

**Direction/Action**

**Motion** made by Councilmember Kaplan to enact Draft Ordinance Nod. 15-198 amending the adult entertainment zoning requirements found in DMMC 18.160.030 and DMMC 18.52.010(B) to create consistency and to increase the distance required between adult entertainment uses; seconded by Councilmember Nutting.

Councilmember Musser made a friendly amendment to increase the buffer to no less than 1,000 feet from the property lines; (page 4, (b) of the Ordinance and footnote in primary uses table) agreeable to the maker of the motion. The motion, as amended, passed 5-0.

Mayor Pro Tem Pennington read Draft Ordinance No. 15-198 into the record.

#### **EXECUTIVE SESSION**

At 8:48 p.m. Council went into Executive Session. The purpose of the Executive Session is to discuss Labor Negotiations under RCW 42.30.140(4)(a). The Executive Session is expected to last 15 minutes. In attendance were: Mayor Pro Tem Pennington; Councilmembers Musser, Nutting, Back and Kaplan; City Manager Piasecki. The Executive Session ended at 9:03 p.m.

No formal action was taken.

The regular meeting resumed at 9:03 p.m.

#### **NEXT MEETING DATE**

March 10, 2016 Regular City Council Meeting

#### **ADJOURNMENT**

**Motion** made by Councilmember Kaplan to adjourn; seconded by Councilmember Nutting. The motion passed 5-0.

The meeting was adjourned at 9:03 p.m.

Respectfully Submitted,  
Bonnie Wilkins, CMC  
City Clerk

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**MINUTES****SPECIAL MEETING TO HOLD AN EXECUTIVE SESSION****February 18, 2016****CALL MEETING TO ORDER**

The Special Meeting was called to order at 6:35 p.m. by Mayor Pina in Council Chambers.

**ROLL CALL**

Council present: Mayor Matt Pina; Mayor Pro Tem Vic Pennington; Councilmembers Melissa Musser, Jeremy Nutting, Luisa Bangs, Robert K. Back and Dave Kaplan.

Staff present: Present were City Manager Tony Piasecki; City Attorney Pat Bosmans; Planning, Building and Public Works Director Dan Brewer.

**PURPOSE**

The purpose of the Special Meeting was to hold an Executive Session to discuss potential litigation under RCW 42.30.110.

No formal action was taken.

The meeting was adjourned at 6:55 p.m.

Respectfully submitted,  
Tony Piasecki  
City Manager

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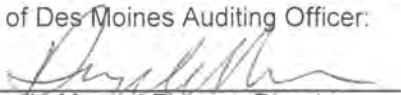
**CITY OF DES MOINES**  
**Voucher Certification Approval**  
**10-Mar-16**

**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 **Mar 10, 2016** 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:

  
 Dunyale Mason, Finance Director

|                                                     | # From | # To     | Amounts           |
|-----------------------------------------------------|--------|----------|-------------------|
| <b>Claims Vouchers:</b>                             |        |          |                   |
| Total A/P Checks/Vouchers                           | 146058 | - 146167 | 232,692.76        |
| Electronic Wire Transfers                           | 668    | - 675    | 183,967.57        |
| <b>Total claims paid</b>                            |        |          | <b>416,660.33</b> |
| <b>Payroll Vouchers</b>                             |        |          |                   |
| Payroll Checks                                      | 18766  | - 18772  | 9,382.65          |
| Direct Deposit                                      | 90001  | - 90171  | 297,540.41        |
| Payroll Checks                                      |        | -        |                   |
| Direct Deposit                                      |        | -        |                   |
| Payroll Checks                                      |        | -        |                   |
| Direct Deposit                                      |        | -        |                   |
| <b>Total Paychecks/Direct Deposits paid</b>         |        |          | <b>306,923.06</b> |
| <b>Total checks and wires for A/P &amp; Payroll</b> |        |          | <b>723,583.39</b> |

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# A G E N D A   I T E M

## BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

**SUBJECT:**

Annual Multi City Human Services Funding Program

FOR AGENDA OF: March 10, 2016

DEPT. OF ORIGIN: Parks, Recreation, & Seniors  
Senior Services

DATE SUBMITTED: February 16, 2016

**ATTACHMENTS:**

1. Exhibit A to Memorandum of Understanding between the Cities- Calendar Year 2016
2. 2003 Memorandum of Understanding

**CLEARANCES:**

[ X ] Parks, Recreation & Senior Services   
 [ X ] Legal   
 [NA] Marina \_\_\_\_\_  
 [NA] Planning, Building & Public Works \_\_\_\_\_  
 [NA] Police \_\_\_\_\_  
 [NA] Courts \_\_\_\_\_

APPROVED BY THE CITY MANAGER  
FOR SUBMITTAL: 

### **Purpose and Recommendation**

The purpose of this agenda item is to seek City Council authorization of the 2016 Joint Human Services Funding Program Agreement between the Cities of Auburn, Burien, Covington, Des Moines, Federal Way, Renton, SeaTac, and Tukwila for planning, funding and continuation of a Joint Human Services Application and Funding Program.

### **Suggested Motion**

"I move to approve Exhibit A for 2016 Des Moines' planning, funding and implementation of a joint human services application and funding program as provided in the 2003 Memorandum of Understanding for the Joint Human Services Funding Program between the Cities of Auburn, Burien, Covington, Des Moines, Federal Way, Renton, SeaTac, and Tukwila (Attachment 2), substantially in the form as submitted."

### **Background**

In 2003, the Cities of Auburn, Burien, Covington, Des Moines, Federal Way, Kent, Renton, SeaTac and Tukwila began making the most efficient use of their limited resources by streamlining the funding

process with the implementation of the Joint Human Services Funding Program in order to provide services for residents.

The Joint Human Services Funding Program was created by execution of the Memorandum of Understanding in 2003 between the above-listed cities to allow for selected King County human service providers to submit one application for funding, one invoice for payment, and one quarterly report of performance measures and specific city demographics as opposed to completing individual applications, invoice requests and quarterly reports for each city.

Des Moines participates in this process through annual approval of Exhibit A (Attachment A) to the 2003 MOU (Attachment 2). The City may terminate its participation with 30 days written notice but remains responsible for its funding responsibilities through the end of the calendar year.

### **Discussion**

The 2003 MOU for Joint Human Services Funding Program consolidates the human services funding process. This results in a more efficient use of government resources and human service provider staffing and resources. The processing of fewer annual quarterly payment invoices and quarterly agency performance and demographic report forms saves significant staff time. The 2016 Exhibit A includes ten human service providers; however, not all of the programs receive Des Moines funds. Based on City of Des Moines' 2016 budget, the programs receiving funds from Des Moines are:

|                                                         |                     |
|---------------------------------------------------------|---------------------|
| Crisis Clinic (Telephone Referral, 211 & Teen Link)     | \$ 5,600.00         |
| DAWN- (Continuum of Housing)                            | \$ 5,000.00         |
| DAWN- (Community Advocacy)                              | \$ 1,250.00         |
| HealthPoint (Medical and Dental)                        | \$ 12,750.00        |
| King Co. Sexual Assault Resource Center                 | \$ 4,200.00         |
| Multi-Service Center Emergency Housing                  | \$ 3,000.00         |
| Senior Services (Meals on Wheels<br>and Senior Shuttle) | <u>\$ 4,800.00</u>  |
| <b>Total:</b>                                           | <b>\$36, 600.00</b> |

### **Alternatives**

City Council can choose to have the Des Moines Senior Services Manager Sue Padden manage all seventeen of the 2016 human services agency contracts and payments.

### **Financial Impact**

There is no additional cost for the 2016 Exhibit A to the 2003 MOU for Joint Human Services Funding Program between the Cities of Auburn, Burien, Covington, Des Moines, Federal Way, Renton, SeaTac, and Tukwila. The amounts have been previously budgeted for the 2016 Budget.

### **Recommendation/Concurrence**

Des Moines Administration and the Des Moines Human Services Advisory Committee recommend that the City Council approve the 2016 Exhibit A to the 2003 MOU for Joint Human Services Funding Program with the Cities of Auburn, Burien, Covington, Federal Way, Renton, SeaTac and Tukwila as attached.

**Calendar Year 2016**

Exhibit A to Memorandum of Understanding (MOU) between the Cities for planning, funding, and implementation of a joint human services application and funding program.

| <b>Name of Nonprofit Agency &amp; Program</b>              | <b>Participating Cities</b>        | <b>Funding</b>                  |
|------------------------------------------------------------|------------------------------------|---------------------------------|
| Catholic Community Services for Emergency Assistance       | <b>Federal Way - Lead City</b>     | \$ 13,500                       |
|                                                            | Covington                          | 8,500                           |
|                                                            | Burien                             | 13,500                          |
|                                                            | Renton                             | 11,600                          |
|                                                            | SeaTac                             | 13,200                          |
|                                                            | <b>TOTAL</b>                       | <b>\$ 60,300</b>                |
| Catholic Community Services for Volunteer Chore Services   | <b>Federal Way - Lead City</b>     | \$ 9,000                        |
|                                                            | Auburn                             | 3,000                           |
|                                                            | Covington                          | 3,150                           |
|                                                            | Renton                             | 5,000                           |
|                                                            | SeaTac                             | 6,000                           |
|                                                            | <b>TOTAL</b>                       | <b>\$ 26,150</b>                |
| Child Care Resources for Education & Provider Improvements | <b>Burien - Lead City</b>          | \$ 5,000                        |
|                                                            | Covington                          | 3,545                           |
|                                                            | Renton                             | 5,034                           |
|                                                            | SeaTac                             | 5,309                           |
|                                                            | Tukwila                            | 5,000                           |
|                                                            | <b>TOTAL</b>                       | <b>\$ 23,888</b>                |
| Crisis Clinic for crisis line and 2-1-1                    |                                    |                                 |
|                                                            | 2-1-1 \$1,000; crisis line \$1,000 | <b>Auburn - Lead City</b> 2,000 |
|                                                            | 2-1-1 \$8,500; crisis line None    | Burien 8,500                    |
|                                                            | 2-1-1 \$5,000; crisis line \$2,500 | Covington 7,500                 |
|                                                            | 2-1-1 \$2,600; crisis line \$2,500 | Des Moines 5,100                |
|                                                            | 2-1-1 \$9,000; crisis line \$3,000 | Federal Way 12,000              |
|                                                            | 2-1-1 \$5,000; crisis line \$6,000 | Renton 11,000                   |
|                                                            | 2-1-1 \$4,500; crisis line \$2,500 | SeaTac 7,000                    |
|                                                            | 2-1-1 \$1,500; crisis line \$2,620 | Tukwila 4,120                   |
|                                                            | <b>TOTAL</b>                       | <b>\$ 57,220</b>                |

## Calendar Year 2016

Exhibit A to Memorandum of Understanding (MOU) between the Cities for planning, funding, and implementation of a joint human services application and funding program.

| Name of Nonprofit Agency & Program                                                     | Participating Cities  | Funding  |
|----------------------------------------------------------------------------------------|-----------------------|----------|
| Crisis Clinic for Teen Link                                                            | Auburn - Lead City    | 1,000    |
|                                                                                        | Burien                | 1,000    |
|                                                                                        | Covington             | 2,700    |
|                                                                                        | Des Moines            | 500      |
|                                                                                        | Federal Way           | 3,000    |
|                                                                                        | Renton                | 5,000    |
|                                                                                        | SeaTac                | 2,500    |
|                                                                                        | Tukwila               | 1,500    |
| TOTAL \$                                                                               |                       | 17,200   |
| Domestic Abuse Women's Network (DAWN) for Community Advocacy Program (CAP)/Crisis Line | Covington - Lead City | \$ 2,000 |
|                                                                                        | Burien                | 2,500    |
|                                                                                        | Des Moines            | 1,250    |
|                                                                                        | Federal Way           | 5,000    |
|                                                                                        | Renton                | 8,500    |
|                                                                                        | SeaTac                | 4,000    |
|                                                                                        | Tukwila               | 4,000    |
| TOTAL \$                                                                               |                       | 27,250   |
| Domestic Abuse Women's Network (DAWN) for Transitional Housing (Shelter)               | Covington - Lead City | \$ 6,000 |
|                                                                                        | Auburn                | 10,000   |
|                                                                                        | Burien                | 8,000    |
|                                                                                        | Des Moines            | 5,000    |
|                                                                                        | Federal Way           | 10,000   |
|                                                                                        | Renton                | 19,000   |
|                                                                                        | SeaTac                | 8,000    |
|                                                                                        | Tukwila               | 7,000    |
| TOTAL \$                                                                               |                       | 73,000   |
| Dynamic Partners/Children's Therapy Center for Children with Special Needs             | Tukwila - Lead City   | \$ 6,750 |
|                                                                                        | Auburn                | 10,000   |
|                                                                                        | Burien                | 6,000    |
|                                                                                        | Covington             | 10,000   |
|                                                                                        | Federal Way           | 10,000   |
|                                                                                        | SeaTac                | 13,000   |
| TOTAL \$                                                                               |                       | 55,750   |
| HealthPoint - DENTAL                                                                   | Covington - Lead City | \$ 5,000 |
|                                                                                        | Des Moines            | 5,500    |
|                                                                                        | Federal Way           | 25,178   |
|                                                                                        | Renton                | 5,000    |
|                                                                                        | SeaTac                | 14,000   |
|                                                                                        | Tukwila               | 4,550    |
| DENTAL TOTAL \$                                                                        |                       | 59,228   |

## Calendar Year 2016

Exhibit A to Memorandum of Understanding (MOU) between the Cities for planning, funding, and implementation of a joint human services application and funding program.

| Name of Nonprofit Agency & Program                                                            | Participating Cities     | Funding           |
|-----------------------------------------------------------------------------------------------|--------------------------|-------------------|
| HealthPoint - MEDICAL                                                                         | Covington - Lead City    | \$ 5,000          |
|                                                                                               | Burien                   | 10,000            |
|                                                                                               | Des Moines               | 7,250             |
|                                                                                               | Federal Way              | 15,000            |
|                                                                                               | Renton                   | 28,350            |
|                                                                                               | SeaTac                   | 47,000            |
|                                                                                               | Tukwila                  | 5,000             |
|                                                                                               | <b>MEDICAL TOTAL</b>     | <b>\$ 117,600</b> |
| King County Sexual Assault Resource Center (KCSARC) for Comprehensive Sexual Assault Services | Renton - Lead City       | \$ 31,982         |
|                                                                                               | Auburn                   | 22,500            |
|                                                                                               | Burien                   | 7,500             |
|                                                                                               | Covington                | 5,156             |
|                                                                                               | Des Moines               | 4,200             |
|                                                                                               | Federal Way              | 25,000            |
|                                                                                               | SeaTac                   | 8,100             |
|                                                                                               | Tukwila                  | 8,300             |
|                                                                                               | <b>TOTAL</b>             | <b>\$ 112,738</b> |
| Multi-Service Center for Emergency Shelter and Transitional Housing                           | Burien - Lead City       | 4,500             |
|                                                                                               | Auburn                   | 8,000             |
|                                                                                               | Des Moines               | 3,000             |
|                                                                                               | Federal Way              | 38,000            |
|                                                                                               | Renton                   | 8,000             |
|                                                                                               | SeaTac                   | 8,000             |
|                                                                                               | Tukwila                  | 4,000             |
|                                                                                               | <b>TOTAL</b>             | <b>\$ 73,500</b>  |
| Senior Services for Meals on Wheels                                                           | Renton - Lead City       | \$ 10,000         |
|                                                                                               | Auburn                   | 7,000             |
|                                                                                               | Burien                   | 5,500             |
|                                                                                               | Des Moines               | 3,800             |
|                                                                                               | Federal Way              | 10,000            |
|                                                                                               | SeaTac                   | 12,100            |
|                                                                                               | Tukwila                  | 7,079             |
|                                                                                               | <b>TOTAL</b>             | <b>\$ 55,479</b>  |
| Senior Services for Volunteer Transportation Services and Hyde/Senior Shuttles                | Renton - Lead City       | \$ 18,939         |
|                                                                                               | Auburn                   | 5,000             |
|                                                                                               | Burien (Sr. Shuttle)     | 2,000             |
|                                                                                               | Des Moines (Sr. Shuttle) | 1,000             |
|                                                                                               | Federal Way              | 10,000            |
|                                                                                               | SeaTac                   | 3,835             |
|                                                                                               | Tukwila                  | 2,048             |
|                                                                                               | <b>TOTAL</b>             | <b>\$ 42,822</b>  |

## Calendar Year 2016

Exhibit A to Memorandum of Understanding (MOU) between the Cities for planning, funding, and implementation of a joint human services application and funding program.

| Name of Nonprofit Agency & Program                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Participating Cities  | Funding          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|------------------|
| YWCA - Adult DV Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Renton - Lead City    | \$ 5,000         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Auburn                | 20,000           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Covington             | 10,000           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Federal Way           | 5,000            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Tukwila               | 5,000            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>ADULT TOTAL</b>    | <b>\$ 45,000</b> |
| YWCA - Children's DV Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Renton - Lead City    | \$ 8,473         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Auburn                | 5,000            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Burien                | 8,000            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Federal Way           | 5,000            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Tukwila               | 4,326            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>CHILDREN TOTAL</b> | <b>\$ 30,799</b> |
| <p><b><u>Summary of Lead Cities:</u></b></p> <p><b>Auburn:</b> Crisis Clinic - 2-1-1 &amp; crisis line<br/>Crisis Clinic - Teen Link</p> <p><b>Burien:</b> Childcare Resources - Education &amp; Provider<br/>Multi-Service Center -Emergency Housing</p> <p><b>Covington:</b> DAWN - DV Advocacy/Crisis Line<br/>DAWN - Shelter<br/>HealthPoint - Dental<br/>HealthPoint- Medical</p> <p><b>Federal Way:</b> CCS - Emergency Assistance<br/>CCS - Volunteer Chore Services</p> <p><b>Renton:</b> KSCARC<br/>Senior Services - Meals on Wheels<br/>Senior Services - Volunteer Transportation<br/>YWCA - Adult DV Services<br/>YWCA - Children's DV Services</p> <p><b>Tukwila:</b> Dynamic Partners/Children's Therapy Center</p> |                       |                  |

MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITIES OF AUBURN, BURien, DES MOINES,  
FEDERAL WAY, KENT, RENTON, SEATAC, AND  
TUKWILA FOR PLANNING, FUNDING, AND  
IMPLEMENTATION OF A JOINT HUMAN  
SERVICES APPLICATION AND FUNDING  
PROGRAM.

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into pursuant to Chapter 39.34 RCW by the Cities of Auburn, Burien, Des Moines, Federal Way, Kent, Renton, SeaTac, and Tukwila, Washington hereinafter referred to as "Cities", to provide for planning, funding, and implementation of a joint human services application and funding program.

WHEREAS, the Cities engage in activities which support human service providers in King County; and

WHEREAS, the parties wish to make the most efficient use of their resources by cooperating to provide funding to support human service providers in south King County; and

WHEREAS, through the Interlocal Cooperation Act, the parties have the authority to engage in cooperative efforts which result in more efficient use of Government resources; and

NOW THEREFORE, and in consideration of the terms, conditions and performances made herein, it is agreed as follows:

1. Purpose of MOU: The purpose of the MOU is the set up a cooperative arrangement between the Cities to consolidate the human services application and funding process. Four nonprofit human services agencies, commonly funded by many of the Cities, have been designated by the Cities for calendar year 2003. Nonprofit agencies may be added or deleted each year as determined by the Cities for the cooperative program.

2. Joint Participation.

a) Lead City. A Lead City will be designated by the Cities for each Nonprofit Agency, as shown in Exhibit A, to act as the fiscal and administrative agent for the Cities for that Nonprofit Agency. A Lead City is usually established by the amount of funding and/or support to the particular Nonprofit Agency. The responsibilities of the Lead City are described in Section 4.

b) Participating City. A Participating City is a city participating in the cooperative funding of a Nonprofit Agency, who is not a Lead City. Participating Cities for each Nonprofit Agency are identified in Exhibit A. A Participating City shall review quarterly reports from the Nonprofit Agency.

If a Participating City becomes concerned with a Nonprofit Agency's services, it will promptly notify the Lead City. If a Participating City determines that a Nonprofit Agency is not performing satisfactorily for their city, the Participating City reserves the right to request the Lead City to withhold payments to the Nonprofit Agency for their share of funding. In the event that a claim or lawsuit is initiated by a Nonprofit Agency against any City for withholding payment, the City requesting the withholding of payment shall be responsible for settling or defending the claim or lawsuit. In addition, in the event of any settlement or judgment on the claim or lawsuit, the City requesting that payment be withheld shall be fully responsible for the payment of such settlement or judgment and shall indemnify, defend, and hold harmless the other Cities for such settlement or lawsuit.

- c) Nonprofit Agency. For calendar year 2003, the Cities identified and agreed that they will coordinate to consolidate the human services application and funding process for the following four Nonprofit Agencies: Crisis Clinic, King County Sexual Assault Resource Center, Community Health Center, and the Part-Time Domestic Violence Planner through the King County Coalition Against Domestic Violence. Nonprofit Agencies may be added or deleted each year as determined by the Cities for the cooperative program.

### 3. Funding Arrangement.

- a) Allocation. Each Participating City shall provide to the Lead City no later than March 31st of each year, the total annual funding allocation approved by their City Councils for the Nonprofit Agency, as described in Exhibit A. No administrative costs shall be imposed by the Lead City to the other Participating Cities. Exhibit A will be updated each year to show the Nonprofit Agencies, Lead Cities, Participating Cities, and funding amounts for that calendar year. *{For City of Des Moines only, the last sentence of this paragraph was changed to read: "Exhibit A will be updated each year by approval of amendment to this agreement to show the Nonprofit Agencies, Lead Cities, Participating Cities, and funding amounts for that calendar year."}*
- b) Return of Unspent Funds. Any monies that the Nonprofit Agency(s) does not spend during the calendar year shall be proportionately returned to each Participating City. On or before March 31<sup>st</sup> of the next calendar year the Lead City will provide the unspent funds to each Participating City.

4. Responsibilities of Lead City. A Lead City has been designated to act as the fiscal and administrative agent for the Cities for each Nonprofit Agency, as shown in Exhibit A. The responsibilities of the Lead City shall include the following:

- a) Send an invoice to each Participating City by January 30<sup>th</sup> of each year for their annual approved allocation to the Nonprofit Agency.

Joint Human Services Application and Funding MOU  
Page 3 of 7

- b) Contract with the Nonprofit Agency each year, for the total funding allocated by the Participating Cities, detailing performance measures to be performed by the Nonprofit Agency for each City.
- c) Receive, review, and process the quarterly invoices and reports from the Nonprofit Agency. Quarterly reports shall describe services provided specifically to each City. Disputes regarding billings will be resolved among the Participating Cities.
- d) Provide copies of quarterly reports to the Participating Cities, if the reports are not provided directly by the Nonprofit Agency.
- e) Provide the Nonprofit Agency with a funding application and technical assistance as required.
- f) Perform an annual monitoring visit of the Nonprofit Agency, to include the participation of another Participating City.
- g) Maintain accounts and records which properly reflect transactions related to this MOU.

5. Duration. This MOU shall become effective when it is approved by a majority of the Cities and shall remain in effect through December 31, 2003, with automatic extensions annually, unless terminated as described in section 6.

6. Termination. Any party may terminate its participation in the MOU without cause by giving the other Cities a thirty day written notice. The terminating party shall remain fully responsible for meeting its funding responsibilities and other obligations established by this MOU through the end of the calendar year in which such notice is given.

7. Notices. Notices to the Cities shall be sent to the following persons:

| City        | Contact                                               |
|-------------|-------------------------------------------------------|
| Auburn      | Planner, currently Shirley Aird                       |
| Burien      | Management Analyst, currently Lori Fleming            |
| Des Moines  | Senior Services Manager, currently Sue Padden         |
| Federal Way | Human Services Manager, currently Lydia Assefa-Dawson |
| Kent        | Human Services Manager, currently Katherin Johnson    |
| Renton      | Contract Specialist, currently Dianne Utecht          |
| SeaTac      | Senior Project Coordinator, currently Soraya Lowry    |
| Tukwila     | Human Services Manager, currently Evelyn Boykan       |

8. Indemnification.

Each City agrees to indemnify the other Cities from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of such City, the City's employees,

Joint Human Services Application and Funding MOU  
Page 4 of 7

affiliated corporations, officers, and lower tier subcontractors in connection with this MOU.

Each City hereby waives its immunity under Title 51 of the Revised Code of Washington for claims of any type brought by any City agent or employee against the other Cities. This waiver is specifically negotiated by the parties and a portion of the City's payment hereunder is expressly made the consideration for this waiver.

9. Insurance. Each City shall procure and maintain in full force throughout the duration of the Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000.00 per occurrence/aggregate for personal injury and property damage. In the event that a City is a member of a pool of self-insured cities, the City shall provide proof of such membership in lieu of the insurance requirement above. Such self insurance shall provide coverage equal to or greater that required of non-self insurance pool member Cities.

10. Oversight Committee. This Agreement shall be managed by an Oversight Committee made up of one representative of each City. The representative of each City shall be that person designated in section 7 of this Agreement. The Oversight Committee shall meet at least annually to discuss the terms of the Agreement and manage the services provided pursuant to the Agreement.

11. Applicable Law; Venue; Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

12. Counterparts. This document may be executed in any number of counterparts, each one which shall be considered an original.

IN WITNESS WHEREOF, the undersigned have entered into this MOU as of this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

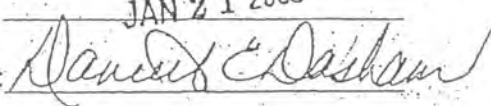
IN WITNESS WHEREOF, the undersigned have entered into this MOU as of this  
21st day of January, 2003.

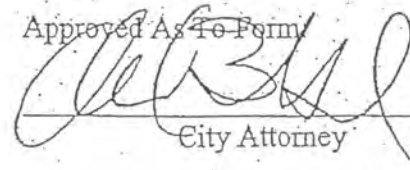
CITY OF AUBURN

By: 

Title: Mayor

Date: JAN 21 2003

Attest: 

Approved As To Form: 

City Attorney

Joint Human Services Application and Funding MOU  
Page 5 of 7

CITY OF BURIEN

By: Dany P. Long

Title: City Manager

Date: 1-21-03

Attest: \_\_\_\_\_

Approved As To Form:

[Signature]  
City Attorney

CITY OF COVINGTON

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

CITY OF DES MOINES

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

CITY OF FEDERAL WAY

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

Joint Human Services Application and Funding MOU  
Page 5 of 7

## CITY OF BURIEN

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Approved As To Form: \_\_\_\_\_

City Attorney

## CITY OF COVINGTON

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Approved As To Form: \_\_\_\_\_

City Attorney

## CITY OF DES MOINES

By: [Signature]Title: City ManagerDate: 1/28/03

Attest: \_\_\_\_\_

Approved As To Form: \_\_\_\_\_

[Signature]  
City Attorney

## CITY OF FEDERAL WAY

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Approved As To Form: \_\_\_\_\_

City Attorney

Joint Human Services Application and Funding MOU  
Page 6 of 8

CITY OF FEDERAL WAY

By: [Signature]

Title: CITY MANAGER

Date: 3/26/03

Attest: [Signature]

Approved As To Form:

[Signature]  
City Attorney

CITY OF KENT

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

CITY OF RENTON

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

CITY OF SEATAC

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

Joint Human Services Application and Funding MOU  
Page 6 of 7

CITY OF KENT

By: Judy Woods

Title: Mayor Pro Tem

Date: 2/4/03

Attest: \_\_\_\_\_

Approved As To Form: [Signature]

DEPUTY City Attorney

CITY OF RENTON

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Approved As To Form: \_\_\_\_\_

City Attorney

CITY OF SEATAC

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Approved As To Form: \_\_\_\_\_

City Attorney

CITY OF TUKWILA

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Approved As To Form: \_\_\_\_\_

City Attorney

Joint Human Services Application and Funding MOU  
Page 4 of 5

Each City hereby waives its immunity under Title 51 of the Revised Code of Washington for claims of any type brought by any City agent or employee against the other Cities. This waiver is specifically negotiated by the parties and a portion of the City's payment hereunder is expressly made the consideration for this waiver.

9. Insurance. Each City shall procure and maintain in full force throughout the duration of the Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000.00 per occurrence/aggregate for personal injury and property damage. In the event that a City is a member of a pool of self-insured cities, the City shall provide proof of such membership in lieu of the insurance requirement above. Such self insurance shall provide coverage equal to or greater that required of non-self insurance pool member Cities.

10. Oversight Committee. This Agreement shall be managed by an Oversight Committee made up of one representative of each City. The representative of each City shall be that person designated in section 7 of this Agreement. The Oversight Committee shall meet at least annually to discuss the terms of the Agreement and manage the services provided pursuant to the Agreement.

11. Applicable Law: Venue: Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

IN WITNESS WHEREOF, the undersigned have entered into this MOU as of this  
3<sup>rd</sup> day of February, 2003.

CITY OF RENTON

By: Jesse Tanner

Jesse Tanner

Title: Mayor

Date: 2-3-2003

Attest: Bonnie I. Walton  
City Clerk, Bonnie I. Walton

Approved As To Form:

Lawrence Warner

City Attorney

Joint Human Services Application and Funding MOU  
Page 6 of 7

CITY OF KENT

By: \_\_\_\_\_

Approved As To Form: \_\_\_\_\_

Title: \_\_\_\_\_

City Attorney

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

CITY OF RENTON

By: \_\_\_\_\_

Approved As To Form: \_\_\_\_\_

Title: \_\_\_\_\_

City Attorney

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

CITY OF SEATAC

By: Bruce Rayburn  
Bruce Rayburn, City Manager

Approved As To Form: \_\_\_\_\_

Title: \_\_\_\_\_

John L McAdams  
City Attorney

Date: 3/3/03

Attest: \_\_\_\_\_

CITY OF TUKWILA

By: \_\_\_\_\_

Approved As To Form: \_\_\_\_\_

Title: \_\_\_\_\_

City Attorney

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Joint Human Services Application and Funding MOU  
Page 6 of 7

CITY OF KENT

By: \_\_\_\_\_

Approved As To Form: \_\_\_\_\_

Title: \_\_\_\_\_

City Attorney

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

CITY OF RENTON

By: \_\_\_\_\_

Approved As To Form: \_\_\_\_\_

Title: \_\_\_\_\_

City Attorney

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

CITY OF SEATAC

By: \_\_\_\_\_

Approved As To Form: \_\_\_\_\_

Title: \_\_\_\_\_

City Attorney

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

CITY OF TUKWILA

By: Shawn Mullett

Approved As To Form: \_\_\_\_\_

Title: Mayor

Date: 1/16/03

Attest: Jane E. Cantu

City Clerk

City Attorney

## A G E N D A   I T E M

### BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Interlocal Agreement with the City of Normandy Park for police department services at special events

FOR AGENDA OF: March 10, 2016

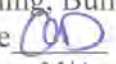
DEPT. OF ORIGIN: Police

**ATTACHMENTS:**

1. Interlocal Agreement with the City of Normandy Park

DATE SUBMITTED:

**CLEARANCES:**

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

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: 

### Purpose and Recommendation

The purpose of this agenda item is to seek Council approval of an Interlocal Agreement (attachment 1) with the City of Normandy Park for police department services at special events.

### Suggested Motion

**Motion: I move to approve the interlocal agreement between the cities of Des Moines and Normandy Park for police services at special events, and further authorize the City Manager to sign the Agreement, substantially in the form as submitted**

### Background

Each year the City provides in-kind services to special events that occur within Des Moines. The two largest events are the Fourth of July Fireworks Celebration and the Waterland Parade. Both of these events place a significant strain on DMPD resources, including personnel. This ILA would allow for us to bring in some available police officer resources from Normandy Park.

### **Discussion**

This ILA will allow DMPD to use additional police officer resources from the Normandy Park Police Department (NPPD). The agreement allows DMPD to assess the needs of the event and if deemed necessary, to offer some of the available positions to NPPD officers to work at special events. Additionally, due to the resources required to safely support these events, DMPD traditionally denies any employee leave request that occur on or around the dates of these large events. Having the additional resources from NPPD to draw from may allow us to use NPPD officers during times of staffing shortages, permit us to allow some DMPD staff off, or not require DMPD staff to work all events.

### **Alternatives**

The Council could decide not to enter into the interlocal agreement with Normandy Park. This decision may require us to provide safety and security at large events without proper staffing, it would also require us to continue denying all leave request to employees on or around dates of these large scale events.

### **Financial Impact**

There will not be any budgetary impact as a result of this ILA. The cost of paying NPPD via contract services will be offset by the lower number of DMPD personnel and overtime used for staffing the events. It is estimated the overall cost of the NPPD officer(s) will be less than \$5000 per year, depending on the number of officers and events worked.

The cost agreed to in the ILA is \$65 per hour per officer including the use of an NPPD patrol vehicle or \$60 per hour per officer without a patrol vehicle. The hourly cost of the NPPD officer(s) is lower than the average overtime rate per hour of a DMPD officer and all DMPD officers are on duty at their overtime rate when working these events.

### **Recommendation or Conclusion**

Staff recommends the suggested motion.

### **Concurrence**

The Police, Legal, and Finance Departments concur.



## NORMANDY PARK POLICE DEPARTMENT EXTRA-DUTY POLICE SERVICES CONTRACT

This agreement is made and entered into this 5th day of February, 2016, by and between the City of Normandy Park ("City") and City of Des Moines, hereinafter identified as the "Contractor".

WHEREAS, the Contractor requires police related services or assistance; and

WHEREAS, the City is able to provide duly commissioned law enforcement officers to provide police related services to the Contractor subject to payment for services, and the Chief of Police's approval; and

WHEREAS, the duly commissioned officers who may provide such services will be assigned to extra-duty under this contract during their off-duty hours which will not conflict with their law enforcement responsibilities for and duties to the City;

NOW, THEREFORE, the parties agree as follows:

### 1. SCOPE OF PERFORMANCE

The City shall provide the Contractor with extra-duty police officer services as described below:

- (a) Number of officers: As requested by the Contractor subject to the approval of the Chief of Police. Contractor requests TBD (number) of officer(s).
- (b) Hours and dates to be worked: As requested by the Contractor subject to the approval of the Chief of Police, with a three (3) hour minimum extra-duty time per shift. Contractor requests services on an as needed basis starting with the execution date of this Agreement.
- (c) Specific location of service: As requested by the Contractor subject to the approval of the Chief of Police. Contractor requests service inside the City limits of Des Moines.
- (d) Duty of officers: Security, traffic control and police presence.

### 2. CONTRACT TERM

The term of performance of the contract shall be for the year of 2016.

Either party may terminate this agreement when in its sole discretion; it is in the best interest of the terminating party, by giving one (1) week's prior written notice to the other party.

### 3. COMPENSATION

Contractor shall pay the City, as full compensation for all police services furnished under this contract, a fee of \$65 per hour of officer time as itemized below including a patrol vehicle or \$60 per hour per officer without a patrol vehicle, as itemized below.

### 4. PAYMENT

The Contractor shall compensate the City for law enforcement services described herein pursuant to the all-inclusive payment rate and estimated monthly/annual service schedule shown above. The City shall invoice the Contractor on or after the first of the month for services and include detailed service information, including actual service hours and all-inclusive hourly rate, per officer. Payment shall be made by a check payable to the City of Normandy Park, and sent to the City within thirty (30) calendar days after receipt of invoice. Payments to the City that are later than (thirty) 30 days following the invoice dates shall accrue interest at the rate of 12% per annum on the balance due. All payments shall first be applied to the accrued interest.

The Contractor shall not be financially liable for scheduled law enforcement services which are not actually performed; Provided, if a police officer has begun extra-duty services under this Agreement, and then is called by the Chief of Police or his/her designee for an emergency, special assignment or overtime duty, the Contractor's payment shall be for the three (3) hour minimum specified in Section 1.

### 5. DUTY STATUS

Each police officer assigned work pursuant to this contract is subject to call by the Chief of Police or the Chief's designee at any time for emergencies, special assignment, or overtime duty. Extra-duty employment shall not infringe or interfere with this obligation.

### 6. ADHERENCE TO CITY POLICIES AND PROCEDURES— SCOPE OF WORK

Police officers engaged in extra-duty employment are obligated to discharge all duties of their office and to adhere to the City's Police Department policies and procedures at all times. Such officers shall obey, uphold and enforce the laws of the City and the State of Washington and the Constitutions of the State of Washington and the United States of America at all times. Such officers shall understand that while they are on duty or engaged in extra-duty assignment under this contract, they may be subject to discipline by the City. Police officers performing work pursuant to this contract shall only provide law enforcement/peacekeeping services as specified in Section 1(d) of this contract and they are at all times while performing said services subject to the direction and control of the City police department only.

## 7. NO SPECIAL DUTY TO CONTRACTOR OR OTHERS

Police officers on extra-duty assignment have a primary obligation to the City, not the Contractor. They are expected to discharge all duties of their office while performing pursuant to this contract and will not perform any non law enforcement/peacekeeping functions for Contractor. Furthermore, this contract and performance thereof by the City police officers shall not create any special relationship with any person or duties to protect any specific persons from harm or injury including the party signing this contract. The law enforcement/peacekeeping duties to be performed pursuant to this contract are the same in extent and scope as those provided by police officers to every member of the public.

## 8. NONDISCRIMINATION

The Contractor shall not discriminate on the basis of race, color, sex, religion, national origin, creed, age, the presence of any sensory, mental or physical handicap or any other protected class status.

## 9. LIABILITY

Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself, its employees and its agents. Each party shall be responsible for its own negligence; neither party shall indemnify nor hold the other party harmless.

## 10. NOTICES

All notices and other material to be delivered under this contract shall be in writing and shall be delivered or mailed to the following addresses:

City of Normandy Park  
801 SW 174<sup>th</sup> St  
Normandy Park, WA 98166  
Attn: Chief Chris Gaddis

Contractor:

City of Des Moines  
21900 11<sup>th</sup> Ave S  
Des Moines, WA 98198

or such other addresses as either party may, from time to time, designate in writing.

## 11. ENTIRE AGREEMENT.

No modification or amendment of this contract shall be effective unless in writing and signed by authorized representatives of the parties. This contract contains the entire agreement between the parties and may not be enlarged, modified, or altered except in writing, signed by the parties.

DATED this   5th   day of  February , 2016.

Approved as to Form:

CITY OF NORMANDY PARK  
(City)

By \_\_\_\_\_  
Chief of Police for the City of  
Normandy Park

By \_\_\_\_\_  
Title: (Mayor or City Manager)

DATED this  5th  day of  February , 2016.

CONTRACTOR\_City of Des Moines

By \_\_\_\_\_

Title: \_\_\_\_\_

## A G E N D A   I T E M

### BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

**SUBJECT:** Parametrix Task Order Assignment for Low Impact Development (LID) Integration Project

**ATTACHMENTS:**

1. Task Order Assignment - Parametrix

**FOR AGENDA OF:** March 10, 2016

**DEPT. OF ORIGIN:** Planning, Building & Public Works

**DATE SUBMITTED:** March 1, 2016

**CLEARANCES:**

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

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

#### **Purpose and Recommendation**

The purpose of this item is to seek City Council approval of the Task Order Assignment with Parametrix for assisting staff with the Low Impact Development (LID) Integration Project. The scope of work has been reviewed by the Environment Committee and staff recommends approval of the Task Order Assignment using 2016-2017 On-Call Consultant Roster. The following motions will appear on the consent calendar:

#### **Suggested Motions**

**Motion 1:** "I move to approve the on-call Task Order Assignment 2016-01 with Parametrix for the Low Impact Development Integration Project in the amount of \$90,000.35, authorize a contingency in the amount of \$10,000, and further authorize the City Manager to sign said Task Order Assignment, substantially in the form as submitted."

**Motion 2:** "I move to direct Administration to submit a \$55,000 SWM Operating budget amendment for the Low Impact Development Integration Project."

### **Background**

The City's stormwater NPDES Permit requires that no later than December 31, 2016, the City must review, revise and make effective our local development-related codes, rules, standards, or other enforceable documents to incorporate and require Low Impact Development principals and best management practices. Such LID practices include the use of bioretention (rain gardens), permeable pavement, dispersion and infiltration, rain harvesting, and ways for reducing impervious surfaces. The intent of the revisions is to make LID the preferred and commonly-used approach to site development. The revisions are designed to minimize impervious surfaces, loss of native vegetation and topsoil, and stormwater runoff in all types of development and redevelopment situations including transportation projects.

### **Discussion**

The Task Order Assignment with Parametrix consists of three main tasks:

1. Conduct a preliminary assessment of the City's codes, development policies, design standards, comprehensive plans, and other enforceable documents. Parametrix will provide a preliminary findings report for City comment and then prepare draft revisions to the applicable codes and policies.
2. Meeting with the Environment Committee at three milestones for discussing suggested code and policy changes, two meetings with City Council, and a general public meeting with key external stakeholders.
3. Develop final LID ordinance that revises the City's code based on the input from the Environment Committee, City Council and general public. The ordinance will meet the requirements of the NPDES permit. The task also includes documentation for the 2016 annual report to Ecology.

### **Alternatives**

Council could decide to not to proceed with the task assignment or to limit the scope of work. This is not advisable as the LID ordinance has a deadline to be completed before the year and made effective January 1, 2017.

### **Financial Impact**

The SWM operating budget, under engineering and NPDES program professional services, includes approximately \$45,000 for miscellaneous consultant services. To fund this task assignment a budget amendment of \$55,000 is needed to cover the remaining expense. The SWM fund's end balance is sufficient to cover the \$55,000 additional expense.

### **Recommendation or Conclusion**

Staff recommends that Council approve the suggested motions.

### **Concurrence**

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

**Formal Task Assignment Document**Task Number 2016-01

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

Location of Project: Des Moines, WAProject Title: Low Impact Development Integration into City Code and Design GuidelinesMaximum Amount Payable Per Task Assignment: \$90,005.35Completion Date: March 31, 2017

Description of Work:

(Note attachments and give brief description)

See attached scope of work and budget estimate summary and detail.

Agency Project Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Oral Authorization Date: \_\_\_\_\_ See Letter Dated: \_\_\_\_\_

Consultant Signature:  \_\_\_\_\_ Date: February 23, 2016

Agency Approving Authority: \_\_\_\_\_ Date: \_\_\_\_\_

## SCOPE OF WORK

### City of Des Moines

#### Low Impact Development Integration into City Code and Design Guidelines

The City of Des Moines has requested that Parametrix assist the City to integrate the low impact development (LID) requirements of the 2013-2018 Western Washington Phase II Municipal Stormwater Permit. Specifically the purpose of the project is to assist the City in complying with S5.C4 (f) of the permit regarding Low Impact Development Code-Related Requirements. Those requirements include that permittees shall review, revise, and make effective their local development-related codes, rules, standards, or other enforceable documents to incorporate and require LID principles and LID BMPs. Further, the revisions shall be designed to minimize impervious surfaces, native vegetation loss, and stormwater runoff in all types of development situations.

Therefore the project will include the following services:

- Parametrix will review the City's current code, development policies, and public works design standards; and will work with City staff to develop recommendations for the integration of LID into those codes, policies, and standards.
- Parametrix will prepare recommendations for revisions and updates to the City's code, development policies, and public works design standards.
- Parametrix will work with City staff to review our recommendations and will present them to the Environment Committee, City Council and the general public
- Parametrix will prepare red-lined strike-through revisions to the City's code, will provide a summary of recommendations for updates and revisions to the City's development policies and public works design standards, and will present them to City Council for adoption prior to the December 31, 2016 deadline.
- Parametrix will prepare a summary of the review and revisions process for inclusion in City's Annual Stormwater Report for Ecology due in March 2017.

#### Task 1 – Preliminary Assessment

The goal of Task 1 is to assess the City's current City code, development policies, and public works design standards and to develop recommended revisions based on the requirements of the 2013-2018 Western Washington Phase II Municipal Stormwater Permit S5.C4 (f).

## Approach

### *Kick-off Meeting*

At the beginning of the project, Parametrix will work with the City to facilitate a code update/ integration kick-off meeting for City staff who will be directly involved in the code and policy review process. Parametrix will prepare an agenda that will be provided to key City staff at least one week prior to the kickoff meeting.

The anticipated agenda for the kick-off meeting includes the following:

- Summary of the LID Integration requirements in the 2013-2018 Western Washington Phase II Municipal Stormwater Permit.
- Confirmation of the City's desired outcomes (project goals).
- Discussion regarding the level of effort required from City staff to support the LID integration process.
- Review/Confirmation of the City's municipal code sections that will be reviewed.
- Review/Confirmation of the City's development policies and public works design standards documents (rules, standards, and/or other enforceable documents) that will be reviewed.
- Presentation of the project schedule and establishment of project milestones for code adoption by December 31, 2016.

### *Preliminary Assessment of Codes and Policies*

Following the kick-off meeting, Parametrix will review relevant sections of the Des Moines Municipal Code (DMMC) and other applicable documents (summarized below) to identify which elements satisfy the LID Integration requirements in the 2013-2018 Western Washington Phase II Municipal Stormwater Permit and which elements may need to be revised or updated.

The codes and documents proposed for review include the following:

#### Title 11 Utilities

- 11.08 Surface Water Management Program
- 11.12 Surface Water Utility Rates
- 11.20 National Pollutant Discharge Elimination System (NPDES) Program
- 11.24 Stormwater Pollution Prevention Manual
- 11.28 Supplemental Stormwater Standards

## SCOPE OF WORK (continued)

## Title 12 Streets, Sidewalks, and Public Places

12.05 Use and Maintenance

12.15 Street Development Standards

12.20 System Improvements

12.25 Underground Utilities

12.65 Neighborhood Traffic Calming Program

## Title 14 Buildings and Construction

14.05 Building Code

14.10 Fire Code (sometimes affects travel lane sizes and impervious coverage)

14.20 Land Filling, Clearing, and Grading

## Title 16 Environment

16.10 Environmentally Critical Areas

16.15 Flood Hazard Areas

16.20 Shoreline Master Program

## Title 17 Subdivisions

## Title 18 Zoning

18.01-18.155 (different zones defined);

18.175 Public Utilities;

18.190 Height, Yards, Area, and Open Spaces;

18.195 Landscaping and Screening;

18.220 Development Regulations on Land Acquired and Owned by Public Entities;

18.230 Planned Unit Developments;

18.235 Design Review

## SCOPE OF WORK (continued)

Des Moines Shoreline Master Program

Des Moines Comprehensive Plan

Des Moines Stormwater Comprehensive Plan

Des Moines Stormwater Capital Improvements Plan

American with Disabilities Act (ADA) – Access Requirements

Other “development-related codes, rules, standards, and other enforceable documents,” as defined by Ecology and as identified by the Des Moines LID Team, as budget allows.

Parametrix will work with appropriate City staff members to review the codes and documents listed above, noting potential barriers and conflicts that will inhibit the use of LID practices.

#### *Preliminary Findings Meeting*

Parametrix will prepare a preliminary findings report and will schedule a meeting with key City staff to review the findings and to receive input and comment for incorporation into the DRAFT revisions to applicable City code, development policies, and public works design standards.

#### *Draft Revisions to Applicable Codes and Policies*

Parametrix will incorporate comments from the preliminary findings meeting into the DRAFT revisions to applicable codes and policies. The submittal to the City will include draft redlines/new language for applicable municipal codes and a written summary of the recommended changes to other relevant enforceable City documents.

#### **Assumptions**

- The budget estimate assumes that the kick-off meeting and preliminary findings meetings will be held at the City of Des Moines and that each meeting (including travel and preparation) will not exceed 8 hours.
- The City will identify and invite City staff to participate as part of the Des Moines Review Team (key staff).
- All deliverables will be provided in electronic format (native MS Office formats and/or PDF).
- The basis for review will be: Integrating LID into Local Codes: a Guidebook for Local Governments (Puget Sound Partnership 2012) and the 2013-2018 Western Washington Phase II Municipal Stormwater Permit.
- Red-lined revisions are limited to the municipal code sections listed above. No red-lined revisions of other City enforceable documents is included in the budget estimate. No standard details or new policy documents are included in the budget estimate.

## Deliverables

- Agenda for the kick-off meeting
- DRAFT redlines/new language for preliminary assessment

## Task 2 – Stakeholder Input & Public Involvement

The goal of Task 2 will be to present our recommended code and policy revisions to City Council and the general public including external project stakeholders. It is anticipated that the project team will need to meet with the Environment Committee up to three (3) times and the City Council up to two (2) times before the proposed ordinance revisions are refined enough for final adoption.

## Approach

Parametrix will develop materials for and work with City staff to identify and form an external stakeholders group (if appropriate) that may include business owners, property owners, and/or land developers who are interested in providing input on suggested code and policy changes.

Parametrix will develop presentation materials (including handouts as applicable) and lead up to three (3) discussions with the Environment Committee on suggested code and policy changes.

Parametrix will develop presentation materials (including handouts as applicable) and lead up to two (2) discussions with the City Council on suggested code and policy changes.

Parametrix will develop materials and work with City staff to schedule and facilitate a general public meeting (location to be determined) to discuss and gain input on suggested code and policy changes.

If appropriate, Parametrix will develop materials and work with City staff to facilitate an external stakeholders meeting.

## Assumptions

- City staff will identify and assist with inviting potentially interested stakeholders to the external stakeholders meeting.
- Parametrix staff will attend one (1) external stakeholder meeting. For budgeting purposes, we have assumed that the meeting will be no more than 6 hours including travel time.
- Parametrix staff will attend three (3) City Council Environment Committee meetings. For budgeting purposes, we have assumed that each meeting will be no more than 4 hours including travel time.
- Parametrix staff will attend two (2) Council Meetings. For budgeting purposes, we have assumed that each meeting will be no more than 4 hours including travel time.
- The budget estimate assumes that reimbursable meeting materials will be no more than \$1,000.

## SCOPE OF WORK (continued)

- The budget estimate does not include location/site rental fees or costs for the production of mailers for public meetings nor does it include postage costs.

### Deliverables

- Meeting materials including posters, handouts, and visual aids for the external stakeholder (if applicable) and general public meetings.
- Summary of comments received during external stakeholder and public meetings (in electronic format).
- PowerPoint presentation and handouts (if applicable) for Council and Committee meetings.

### Task 3 – Final Ordinance & Recommendations

The goal of Task 3 is to prepare an ordinance for consideration by Council to revise the City's municipal code based on input from the Environment Committee, City Council, and general public. The ordinance will meet the requirements of the 2013-2018 Western Washington Phase II Municipal Stormwater Permit, and we will prepare information to document the City's process for the annual report to Ecology.

### Approach

Following completion of our work in Task 2, Parametrix will prepare final red-lined markups and new language for revisions to the City's code. Parametrix will also prepare a report outlining our review process and recommended changes to the City's relevant enforceable documents.

Parametrix will present the final documents to the Environment Committee and will subsequently incorporate final comments into the final ordinance and report documents.

Parametrix will present the final recommended ordinance to the City Council for action.

Parametrix will prepare a summary technical memorandum with language describing the review and revision process for inclusion in City's Annual Stormwater Report for Ecology. The materials will be prepared to follow the guidelines in the Western Washington Municipal Permit, Section S5.C4 (f).

### Assumptions

- Parametrix staff will attend one (1) City Council Environment Committee meeting. For budgeting purposes, we have assumed that the meeting will be no more than 4 hours including travel time.
- Parametrix staff will attend one (1) Council Meeting. For budgeting purposes, we have assumed that the meeting will be no more than 6 hours including travel time.
- City staff and the City Attorney will assist with the preparation of the final ordinance language.
- The summary of the results and review process will include: a list of internal participants; codes and related documents reviewed; and revisions made.

## SCOPE OF WORK (continued)

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- The City will prepare and submit the Annual Report to Ecology.

### Deliverables

- PowerPoint presentation and handouts (if applicable) for Council and Committee meetings.
- Summary Technical Memorandum of the review process for inclusion in the City's Annual Report.
- Final red-lined markup and report in electronic format.
- Final ordinance and report in electronic format.

### TASK 4 – Project Management and Quality Assurance/Quality Control

Parametrix will be responsible for continuous tracking and contract administration of this project, including preparing monthly invoices and coordination of work efforts with the City's project manager. Parametrix's project manager will have routine phone and email contact with the City's project manager on an as-needed basis with regard to scope, schedule, and budget.

This task also includes independent review of all project deliverables by a qualified and licensed professional to ensure that each project deliverable meets the standard of care for our industry and best meets the City's needs.

### Assumptions

- The budget estimate assumes that the project will be completed by December 31, 2016.

### Deliverables

- Monthly invoices and progress reports.
- QA/QC review documentation (delivered upon request).

Client: City of Des Moines  
 Project: TA 2016-01 LID Code Integration  
 Project No: 214-1792-014

Low Impact Development Code Integration  
 Budget Summary

| Phase / Task                                | Direct Salary<br>Cost | Overhead<br>DSC * 184.88 | DSC + OH           | Fee Amount<br>DSC * 30.00 | Total Including<br>Fee | Expenses          | Total              |
|---------------------------------------------|-----------------------|--------------------------|--------------------|---------------------------|------------------------|-------------------|--------------------|
| PHASE: 01 LID CODE INTEGRATION              |                       |                          |                    |                           |                        |                   |                    |
| Task: 01 Preliminary Assessment             |                       |                          |                    |                           |                        |                   |                    |
| Kick-off Meeting                            | 1,581.12              | 2,923.17                 | 4,504.29           | 474.34                    | 4,978.63               | 0.00              | 4,978.63           |
| Prel Assessment                             | 3,317.24              | 6,132.91                 | 9,450.15           | 995.17                    | 10,445.32              | 0.00              | 10,445.32          |
| Prel Findings Meeting                       | 1,581.12              | 2,923.17                 | 4,504.29           | 474.34                    | 4,978.63               | 0.00              | 4,978.63           |
| DRAFT Code Revisions                        | 4,235.68              | 7,830.93                 | 12,066.61          | 1,270.70                  | 13,337.31              | 0.00              | 13,337.31          |
| Task: 02 Stakeholder Input & Public Involv. |                       |                          |                    |                           |                        |                   |                    |
| Environ Committee (3)                       | 2,406.18              | 4,448.55                 | 6,854.73           | 721.85                    | 7,576.58               | 0.00              | 7,576.58           |
| Council Meetings (2)                        | 2,034.40              | 3,761.20                 | 5,795.60           | 610.32                    | 6,405.92               | 0.00              | 6,405.92           |
| Public Meeting (1)                          | 1,709.20              | 3,159.97                 | 4,869.17           | 512.76                    | 5,381.93               | 0.00              | 5,381.93           |
| External Stakeholders (1)                   | 1,469.78              | 2,717.33                 | 4,187.11           | 440.93                    | 4,628.04               | 0.00              | 4,628.04           |
| Task: 03 Final Ordinance & Recommendations  |                       |                          |                    |                           |                        |                   |                    |
| Incorporate Stakeholder Comments            | 2,337.10              | 4,320.83                 | 6,657.93           | 701.13                    | 7,359.06               | 0.00              | 7,359.06           |
| Present to Env. Committee                   | 724.52                | 1,339.49                 | 2,064.01           | 217.36                    | 2,281.37               | 0.00              | 2,281.37           |
| Final Ordinance/Report Prep                 | 1,288.44              | 2,382.07                 | 3,670.51           | 386.53                    | 4,057.04               | 0.00              | 4,057.04           |
| Present to Council                          | 1,594.60              | 2,948.10                 | 4,542.70           | 478.38                    | 5,021.08               | 0.00              | 5,021.08           |
| Coord. W/ City on Annual Report             | 1,142.10              | 2,111.51                 | 3,253.61           | 342.63                    | 3,596.24               | 0.00              | 3,596.24           |
| Task: 04 Project Management & QA/QC         |                       |                          |                    |                           |                        |                   |                    |
| Monthly Progress Reports                    | 1,082.64              | 2,001.58                 | 3,084.22           | 324.79                    | 3,409.01               | 0.00              | 3,409.01           |
| Coordination                                | 585.36                | 1,082.21                 | 1,667.57           | 175.61                    | 1,843.18               | 0.00              | 1,843.18           |
| QA/QC                                       | 1,176.96              | 2,175.96                 | 3,352.92           | 353.09                    | 3,706.01               | 0.00              | 3,706.01           |
| Task: 05 Expenses                           | 0.00                  | 0.00                     | 0.00               | 0.00                      | 0.00                   | 1,000.00          | 1,000.00           |
| <b>Project Totals:</b>                      | <b>\$28,266.44</b>    | <b>\$52,258.99</b>       | <b>\$80,525.42</b> | <b>\$8,479.93</b>         | <b>\$89,005.35</b>     | <b>\$1,000.00</b> | <b>\$90,005.35</b> |

Client: City of Des Moines  
Project: TA 2016-01 LID Code Integration  
Project No: 214-1792-014

### Low Impact Development Code Integration Budget Detail

| Burdened Rates:                    |      |                                    |               |             |             |             |            |            |          |          |         |  |
|------------------------------------|------|------------------------------------|---------------|-------------|-------------|-------------|------------|------------|----------|----------|---------|--|
| Phase                              | Task | Description                        | Labor Dollars | Labor Hours | \$230.40    | \$231.63    | \$160.31   | \$85.99    | \$108.32 | \$108.16 | \$87.57 |  |
| 01                                 | 01   | UID Code Integration               | \$89,005.35   | 482         | 118         | 132         | 138        | 40         | 38       | 8        | 8       |  |
|                                    |      | Preliminary Assessment             | \$33,739.89   | 188         | 28          | 48          | 88         | 24         |          |          |         |  |
|                                    |      | Kickoff Meeting                    | \$4,978.63    | 24          | 8           | 8           |            |            |          |          |         |  |
|                                    |      | Prel Assessment                    | \$10,445.32   | 60          | 4           | 16          | 32         | 8          |          |          |         |  |
|                                    |      | Prel Findings Meeting              | \$4,978.63    | 24          | 8           | 8           |            |            |          |          |         |  |
|                                    |      | DRAFT Code Revisions               | \$13,337.31   | 80          | 8           | 16          | 40         | 16         |          |          |         |  |
|                                    | 02   | Stakeholder Input & Public Involv. | \$23,992.47   | 122         | 50          | 32          | 14         |            | 26       |          |         |  |
|                                    |      | Environ Committee (3)              | \$7,576.58    | 36          | 18          | 12          |            |            | 6        |          |         |  |
|                                    |      | Council Meetings (2)               | \$6,405.92    | 32          | 16          | 8           |            |            | 8        |          |         |  |
|                                    |      | Public Meeting (1)                 | \$5,381.93    | 30          | 8           | 6           | 8          |            | 8        |          |         |  |
|                                    |      | External Stakeholders (1)          | \$4,628.04    | 24          | 8           | 6           | 6          |            | 4        |          |         |  |
|                                    | 03   | Final Ordinance & Recommendation   | \$22,314.79   | 124         | 24          | 36          | 36         | 16         | 12       |          |         |  |
|                                    |      | Incorporate Stakeholder Comment    | \$7,359.06    | 48          | 2           | 10          | 20         | 16         |          |          |         |  |
|                                    |      | Present to Env. Committee          | \$2,281.37    | 12          | 4           | 4           |            |            | 4        |          |         |  |
|                                    |      | Final Ordinance/Report Prep        | \$4,057.04    | 20          | 4           | 8           | 8          |            |          |          |         |  |
|                                    |      | Present to Council                 | \$5,021.08    | 26          | 12          | 6           |            |            | 8        |          |         |  |
|                                    | 04   | Coord. W/ City on Annual Report    | \$3,596.24    | 18          | 2           | 8           | 8          |            |          |          |         |  |
|                                    |      | Project Management & QA/QC         | \$8,958.20    | 48          | 16          | 16          |            |            | 8        | 8        | 8       |  |
|                                    |      | Monthly Progress Reports           | \$3,409.01    | 24          | 8           |             |            |            |          | 8        | 8       |  |
|                                    |      | Coordination                       | \$1,843.18    | 8           | 8           |             |            |            |          |          |         |  |
|                                    |      | QA/QC                              | \$3,706.01    | 16          |             | 16          |            |            |          |          |         |  |
| Labor Totals (including OH & Fee): |      |                                    | \$89,005.35   | \$27,187.20 | \$30,575.16 | \$22,122.78 | \$3,439.60 | \$4,116.16 | \$865.28 | \$700.56 |         |  |

|                       |               |
|-----------------------|---------------|
| DIRECT EXPENSES:      |               |
| <u>Description</u>    | <u>Amount</u> |
| Reimbursable Expenses | \$1,000.00    |
| Expense Total:        | \$1,000.00    |
|                       |               |
| Project Total:        | \$90,005.35   |

## AGENDA ITEM

### BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

**SUBJECT:**  
South 268<sup>th</sup> Street Sidewalk Improvements –  
Design Task Supplement

**ATTACHMENTS:**

1. Task Assignment – Parametrix Scope of Work
2. Safe Routes to School Award Letter
3. Additional funding request to Safe Routes to School
4. 2016-2021 CIP Project Worksheet

**AGENDA OF:** March 10, 2016

**DEPT. OF ORIGIN:** Planning, Building & Public Works

**DATE SUBMITTED:** March 3, 2016

**CLEARANCES:** *PB*

☒ Legal *PB*

☒ Finance *DM*

☐ Marina N/A

☐ Parks, Recreation & Senior Services N/A

☒ Planning, Building & Public Works *DJB*

☐ Police N/A

**APPROVED BY CITY MANAGER  
FOR SUBMITTAL:** *AX*

**Purpose:**

The purpose of this agenda item is to seek City Council approval of the Task Order Assignment (Attachment 1) with Parametrix for the additional sidewalk design of the South 268<sup>th</sup> Street Sidewalk Improvements. This assignment will be administered as a task order under the 2016-2017 On-Call Engineering Services Agreement. The following motion will appear on the consent calendar:

**Suggested Motion**

**Motion:** “I move to approve the Task Order Assignment 2016-03 with Parametrix for the additional sidewalk design of the South 268<sup>th</sup> Street Sidewalk Improvements in the amount of \$16,350.77, bringing the total Task Assignment Cost to \$81,264.70, and further authorize the City Manager to sign said Task Order substantially in the form as submitted.

**Background:**

In November 2011, as a part of the H.E.A.L. grant work, the City produced the City of Des Moines Safe Routes to School Project Report. This report provided a summary of priority Safe Routes to School projects for the five public elementary schools in the City. These projects were selected to enhance

safety for students and families walking to school. This project ranked as the top priority for the Woodmont School and had the second highest ranking of projects Citywide. Staff has received concerns from the community over the years for the pedestrian safety along this route. As one of the higher ranking projects a detailed cost estimate was developed to aid with future planning.

Addressing traffic and pedestrian safety in schools zones is of particular concern for the City of Des Moines. Given that there is a concentrated presence of children in school zones, which are typically located adjacent to an arterial roadway where traffic volumes and speeds are generally higher, the potential for an incident is increased. Child pedestrians are particularly vulnerable due to their lower awareness of risk and impulsive behavior.

In May of 2014, the City prepared an application for the WSDOT Safe Routes to School program for the South 268<sup>th</sup> Street Sidewalk Improvement Project. Staff was then notified on December 12, 2014 that the grant request in the amount of \$431,000 for the funding of the project was placed on the recommended prioritized funding list for the Safe Routes to School program through WSDOT local programs. On June 22, 2015, the City was notified that the project was selected and funded by the Federal Highway Safety Improvement Program (Attachment 2).

Staff submitted the project to the Puget Sound Regional Council (PSRC) as a TIP Amendment in July of 2015. Staff then received notice that the project was included on the Regional TIP Amendment 15-08 and was approved by the Federal government as part of the state TIP.

Funding for the project was obligated by WSDOT in December of 2015. Due to the complexity of the project, engineering consultants are needed in order to supplement and expand the capability of City staff for the final design of the South 268<sup>th</sup> Street Sidewalk Improvements project. It is anticipated that construction will occur in the summer of 2016.

While working with the consultant in preliminary engineering it was found that there are a number of utility conflicts within the right-of-way. Utilities affected include Puget Sound Energy, Highline Water District, Midway Sewer District, and CenturyLink. These utilities will be relocating a number of their facilities to accommodate the improvements associated with the South 268<sup>th</sup> Street Sidewalk Improvements. Additionally, some of the utilities plan to upgrade their facilities within the majority of the local roads connecting to S. 268<sup>th</sup> Street, these include; 16<sup>th</sup> Pl S, 17<sup>th</sup> Ave S, 17<sup>th</sup> Pl S, and a portion of 18<sup>th</sup> Pl S. The end result will not only be new infrastructure for water, sewer, and gas to the residents in the community, but full pavement overlays of several of the side streets by the utilities to compliment the new sidewalk on South 268<sup>th</sup> Street.

The original scope of the project included sidewalk on the north side of South 268<sup>th</sup> Street to connect the missing link between 16<sup>th</sup> Avenue South and Pacific Highway South. It also included an approximately 250 foot section of sidewalk from the Woodmont Library, west to 18<sup>th</sup> Place South, on the south side of South 268<sup>th</sup> Street. With the additional paving due to utility relocations staff has realized a substantial cost savings opportunity may be found in completing the sidewalk on the south side of South 268<sup>th</sup> Street if constructed as a part of this improvement.

Staff has given Parametrix oral authorization on February 28, 2016 in order to add the additional sidewalk design into the project and not delay the construction schedule. There is adequate overall project contingency to cover the additional design costs. There will be the need to bring forward a 2016 budget amendment to cover the additional construction costs however. The City has sent a letter to Safe

Routes to School requesting additional funding to cover the costs associated with the additional sidewalk construction (Attachment 3).

If unsuccessful in our additional funding request with Safe Routes to School, the additional cost could in part be funded by the Transportation Benefit District since South 268<sup>th</sup> Street is an arterial and there will be an overlay of South 268<sup>th</sup> in the project improvements. Another construction funding source is potentially bonding against future Automated Speed Enforcement (ASE) revenue collected on 16<sup>th</sup> Avenue South in front of Woodmont Elementary.

**Discussion:**

The task order with Parametrix will focus on inclusion of the additional sidewalk on the south side of South 268<sup>th</sup> Street, which include surveying, final design, and updating of environmental documents.

**Alternatives:**

None.

**Financial Impact:**

The City's 2016-2021 Capital Improvement Plan (Attachment 4) does include funding within the project contingency for the expenditures for the Task Order Assignment costs. It is anticipated that Task Order Assignment costs will be \$16,350.77. Costs for the construction of additional sidewalk has been requested from Safe Routes to School.

**Recommendation/Conclusion:**

Staff recommends that Council approve the suggested motion.

**Concurrence:**

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

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**Formal Task Assignment Document**Task Number 2016-03The general provisions and clauses of Agreement On-Call Svcs. shall be in full force and effect for this Task AssignmentLocation of Project: Woodmont Elementary School - Des Moines, WAProject Title: Woodmont School Walkway Improvements - Amendment 1Maximum Amount Payable Per Task Assignment: \$16,350.77Completion Date: December 31, 2016

## Description of Work:

(Note attachments and give brief description)

This amends the original design scope and budget per the attached additional scope of work and budget documents.

|                      |                                                                    |
|----------------------|--------------------------------------------------------------------|
| Original Budget      | \$64,913.93 (Under TA 2015-05 on the 2014-15 on-call project)      |
| Additional Budget    | <u>16,350.77</u> (Under TA 2016-03 on the 2016-17 on-call project) |
| Total Maximum Budget | 81,264.70                                                          |

Agency Project Manager Signature:  Date: 2/28/16Oral Authorization Date: 2/28/16 See Letter Dated: \_\_\_\_\_Consultant Signature:  Date: February 22, 2016

Agency Approving Authority: \_\_\_\_\_ Date: \_\_\_\_\_

## Amendment 1 - SCOPE OF WORK

### City of Des Moines Woodmont School Walkway Improvements

#### INTRODUCTION

The City has requested an amendment to our professional services contract to include the design of additional sidewalk on the south side of South 268th Street between 16th Avenue South and 18th Place South.

The additional work is assumed to include the following specific improvements:

- Curb, gutter, and sidewalk on the south side of South 268th Street between 16th Place South and 18th Avenue South.
- New ramps at 17th Avenue South and 17th Place South.
- Revisions/updates to the Technical Information Report (TIR) to account for the additional new impervious surfaces created by the sidewalk.
- Revisions/updates to environmental documentation including the Environmental Classification Summary (ECS) and SEPA checklist.

Only additional work to the original scope is provided below.

#### PHASE 2 – ADDITIONAL SIDEWALK

##### Task 1 – Survey

##### Goal

To map the area south of the existing edge of pavement from 16th Avenue South to 18th Place South to a point 10 feet past the right-of-way and to update our existing base map for use in design.

##### Approach

##### Subtask 1.1 Mapping

Parametrix will perform topographic mapping. Mapping limits will include surface features within the existing right-of-way (ROW). Mapping will consist of locating existing improvements and ground conditions within the above-described ROW. Ground features, including tops and toes, breaks, edge of pavement, and ditches, will be mapped at sufficient detail to create 1-foot contours. Structures such as fences, driveways, overhead utilities, and other physical visible improvements will be mapped. Once the field work has been completed, a survey technician will process the data and will update our base map using AutoCAD Civil 3D, Release 2014.

## Deliverables

Deliverables for Task 1 consist of the following:

- Updated AutoCAD drawing in 2014 format.
- Update of the Triangular Integrated Network (TIN) surface for use in design.

## Assumptions

Following are the assumptions for Task 1:

- Title reports will not be ordered for this work; boundary information will be based upon recorded information available from King County.
- Property corners will not be set nor will a Record of Survey be prepared.

## Task 2 – Final Design and Contract Documents

### Goal

To include curb, gutter, and sidewalk on the south side of South 268th Street between 16th Place South and 18th Avenue South into 90% design-level plans, contract documents, and opinion of cost for review by the City.

### Approach

- Anticipated plan sheets that will need to be updated include the following:
  - Typical Sections (assume 1 sheet).
  - Demolition and TESC Plans (assume 1 sheet).
  - Sidewalk Plan/Profile (assume 2 sheets).
  - Channelization and Signing Plans (assume 1 sheet).
  - Ramp Detail Sheets (assume 2 sheets).

Parametrix will update the stormwater TIR previously prepared and submitted to the City for review to include the new sidewalk area.

## Deliverables

No additional deliverables will be provided.

## Assumptions

Following are the assumptions for Task 2:

- The surface area created by the new sidewalk is assumed to result in a total new impervious surface area less than 10,000 square feet in either of the threshold discharge areas. No further mitigation to address either flow control or water quality is included in this scope of services.

### Task 3 – Update Environmental Documentation

#### Goal

To update the ECS and SEPA checklist to address the additional curb, gutter, and sidewalk on the south side of South 268th Street between 16th Place South and 18th Avenue South.

#### Approach

- Parametrix will update the ECS based on the information provided during preparation of the final plans. It is anticipated that this project will be categorically excluded.
- Parametrix will update the SEPA checklist for processing by the City.

#### Deliverables

No additional deliverables are included in this scope of work.

#### Assumptions

Following are the assumptions for Task 3:

- The ECS will not require subsequent documentation for sensitive areas, Endangered Species Act (ESA), hazardous materials, or other elements and will be categorically exempt from NEPA. Subsequent studies, if required, will require additional funds to complete.
- If required, notifications to interested tribal governments will be completed by the City.

Client: City of Des Moines  
 Project: TA 2016-03 Woodmont Walkway

Woodmont School Walkway Improvements  
 Amendment 1 - Budget Summary

| Phase / Task                          | Direct Salary<br>Cost | Overhead<br>DSC * 184.88 | DSC + OH    | Fee Amount<br>DSC * 30.00 | Total Including<br>Fee | Expenses | Total       |
|---------------------------------------|-----------------------|--------------------------|-------------|---------------------------|------------------------|----------|-------------|
| PHASE: 02 ADDITIONAL SIDEWALK         |                       |                          |             |                           |                        |          |             |
| Task: 01 Survey                       | 770.08                | 1,423.72                 | 2,193.80    | 231.02                    | 2,424.82               | 0.00     | 2,424.82    |
| Task: 02 Final Design & Contract Docs | 3,679.68              | 6,802.99                 | 10,482.67   | 1,103.90                  | 11,586.57              | 0.00     | 11,586.57   |
| Task: 03 Update Env. Documentation    | 700.07                | 1,294.29                 | 1,994.36    | 210.02                    | 2,204.38               | 0.00     | 2,204.38    |
| Task: 02EXP Expenses                  | 0.00                  | 0.00                     | 0.00        | 0.00                      | 0.00                   | 135.00   | 135.00      |
| Project Totals:                       | \$5,149.83            | \$9,521.01               | \$14,670.83 | \$1,544.94                | \$16,215.77            | \$135.00 | \$16,350.77 |

**Woodmont School Walkway Improvements  
Amendment 1 - Budget Detail**

| Woodmont School Walkway Improvements<br>Amendment 1 - Budget Detail |       |                              |               |             |               |             |                  |                |                  |                  |                   |                         |             |
|---------------------------------------------------------------------|-------|------------------------------|---------------|-------------|---------------|-------------|------------------|----------------|------------------|------------------|-------------------|-------------------------|-------------|
| Burdened Rates:                                                     |       |                              |               |             |               |             |                  |                |                  |                  |                   |                         |             |
| Phase                                                               | Task  | Description                  | Labor Dollars | Labor Hours | Sr Consultant | Engineer II | Jared M. Kernitz | Scott D. Spees | Robert J. Spiers | Steven N. Sharpe | Michael S. Phelps | Scientist/Biologist III | Planner III |
| 02                                                                  |       | Additional Sidewalk          | \$16,215.77   | 137         | 18            | 78          | 2                | 8              | 8                | 6                | 4                 | 12                      | 1           |
|                                                                     | 01    | Survey                       | \$2,424.82    | 24          |               |             | 2                | 8              | 8                | 6                |                   |                         |             |
|                                                                     | 02    | Final Design & Contract Docs | \$11,586.57   | 96          | 18            | 78          |                  |                |                  |                  |                   |                         |             |
|                                                                     | 03    | Update Env. Documentation    | \$2,204.38    | 17          |               |             |                  |                |                  |                  | 4                 | 12                      | 1           |
|                                                                     | 02EXP | Expenses (see below)         |               |             |               |             |                  |                |                  |                  |                   |                         |             |
|                                                                     |       |                              |               |             | \$230.40      | \$95.38     | \$138.55         | \$104.38       | \$83.88          | \$106.93         | \$143.52          | \$125.95                | \$118.87    |
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|-------------------------|--------------------|
| <b>DIRECT EXPENSES:</b> |                    |
| <u>Description</u>      | <u>Amount</u>      |
| Survey Equipment        | \$135.00           |
| <b>Expense Total:</b>   | <b>\$135.00</b>    |
| <b>Project Total:</b>   | <b>\$16,350.77</b> |



**Washington State  
Department of Transportation**

Lynn Peterson  
Secretary of Transportation

RECEIVED  
JUN 24 2015

BY: *P. Volin*

Transportation Building  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300  
360-705-7000  
TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

June 22, 2015

Mr. Daniel Brewer  
Public Works Director  
City of Des Moines  
21650 11<sup>th</sup> Avenue South.  
Des Moines, Washington 98198-6317

**Woodmont School Safety Improvements  
2015 Safe Routes to School Selections  
Federal Funding**

Dear Mr. Brewer: *[Signature]*

WSDOT is pleased to advise you that the above mentioned Safe Routes to School project was recently selected. The federal Highway Safety Improvement Program (HSIP) funding is limited to the amount shown below:

**Project Name:** Woodmont School Safety Improvements      **\$431,000**  
**Scope:** See attached Project Summary.  
**Note:** Local match of \$264,000 is required, as reflected in the Project Summary.

In order to meet state and federal requirements, the following are required:

- Projects utilizing federal funds must be included in your current Transportation Improvement Program (TIP) as a complete programmed project. Once your regional TIP amendment is approved, WSDOT will amend the Statewide Transportation Improvement Program (STIP).
- Projects must be authorized in accordance with the attached Project Summary. If your agency is unable to meet this schedule, a request for an extension to the deadline through your Region Local Programs Engineer, via e-mail, is required. Local Programs will determine if the reason or reasons for the delay is acceptable. See Project Delay Policy for more information at: <http://www.wsdot.wa.gov/NR/rdonlyres/2A91E069-53FC-4840-9D89-148DB5D272C9/0/ProjectDelayPolicy.pdf>
- Project expenditures incurred before receiving notice from Local Programs of state fund authorization are not eligible for reimbursement.
- To maintain funding, a Quarterly Project Report form must be completed by the end of March, June, September, and December each year. The online database can be found at: <http://www.wsdot.wa.gov/localprograms/>. To access the database you will need an account name and password. Your account name is **Des Moines** and your password is **DesMo938**. The password is case sensitive.

Daniel Brewer  
Public Works Director  
City of Des Moines  
Woodmont School Safety Improvements  
June 22, 2015

To obligate funding for the project, please refer to the information above and your Local Agency Guidelines (LAG) manual for additional information. As a reminder, Local Programs encourages all agencies to submit monthly progress billings to ensure timely reimbursement of eligible federal expenditures.

For assistance please contact Ed Conyers, your Region Local Programs Engineer, at 206-440-4734.

Sincerely,



Kathleen B. Davis  
Director  
Highways & Local Programs

KBD:sas

cc: Ed Conyers, Northwest Region Local Programs Engineer



PLANNING, BUILDING AND PUBLIC WORKS  
www.desmoineswa.gov  
21650 11TH AVENUE SOUTH  
DES MOINES, WASHINGTON 98198-6317  
(206) 870-6522 FAX (206) 870-6596



February 23, 2016

Charlotte Claybrook  
Local Programs Division  
Washington State Department of Transportation  
310 Maple Avenue  
PO Box 47390  
Olympia WA 98504-7390

**Subject: Woodmont Safe Routes to School Improvement – Additional Funding Request**

I wanted to reach out to Local Programs with a question/request. We have been working with our consultant on the Woodmont Safe Routes to School Improvement recently. We have learned through the initial design that 3 of the underground utilities are in conflict with the proposed sidewalk and will be relocating to be within the roadway prism. What this means is that the utilities will essentially be responsible for overlaying both directions of South 268<sup>th</sup> Street. So as the project currently sits, there will be 1,200 feet or so of new sidewalk and a newly paved road from 16<sup>th</sup> Ave to 19<sup>th</sup> Ave. During a committee meeting update on the project, the question was asked as to how much it would cost to complete the south side sidewalk (approximately 750 more feet, see attached graphic). The costs came back at \$160,000 if they were included in this project, which is a significant savings due to the economy of scale in adding it to the project versus a stand-alone project. In fact, completing the 750 feet of south side sidewalk was going to be a potential SRTS application for our City in the current call. This additional 750 feet would provide a safe route to school for 18 more homes, "complete" the pedestrian corridor, and eliminate the need to cross 268<sup>th</sup> midblock as currently planned. If you recall from our application, our pedestrian accident was related to crossing attempt in the vicinity of 18<sup>th</sup>/19<sup>th</sup> Ave.

The City would like to request from SRTS additional funding in the amount of \$160,000, bringing the total award from \$431,000 to \$591,000. The additional design costs to include the south side sidewalk would be covered by the City (approximately \$17,000).

The project is on schedule and we hope to advertise for bids in May. A timely response and or direction would be much appreciated. Thank you for your consideration.

Sincerely yours,

R. Brandon Carver, P.E., P.T.O.E.  
Transportation & Engineering Services Manager

Attachment

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Parametrix DATE: February 22, 2016 FILE: PU1702013-F2P6SRC



**Figure 1**  
**ADDITIONAL SIDEWALK**  
Woodmont School Walkway Improvements

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Project Title: S 268th Street Sidewalks

Project # 319.614.040

Project Manager:  
Lead Department:  
Design Start Date:  
Bid Opening:  
Award:  
Accepted by Council:  
Retainage Released:

Est. Actual

Summary Project Description:

Install sidewalks on the north side of South 268th Street between 16th Ave South and Pacific Highway South, with a portion of sidewalk on the south side from 18th Ave South to Pacific Highway South. This project does not underground the utilities.

| TOTAL PROJECT SCOPE               |                                 |                                     |                                        | PROJECT ALLOCATIONS BY YEAR    |                                  |                                    |                   |                               |                         |                         |                         |
|-----------------------------------|---------------------------------|-------------------------------------|----------------------------------------|--------------------------------|----------------------------------|------------------------------------|-------------------|-------------------------------|-------------------------|-------------------------|-------------------------|
| Expenditures                      | 1/1/15<br>Current CIP<br>Budget | 2015 CIP<br>Supplemental<br>Request | 2015 Revised<br>CIP Budget<br>Estimate | Project to<br>Date<br>12/31/14 | Project<br>To Date<br>12/31/2015 | 2015<br>Year to Date<br>12/31/2015 | 2015<br>Remaining | Estimated<br>Year End<br>2015 | Planned<br>Year<br>2016 | Planned<br>Year<br>2017 | Planned<br>Year<br>2018 |
| Design                            |                                 |                                     |                                        |                                |                                  |                                    |                   |                               |                         |                         |                         |
| External Engineering - Parametrix | 60,000                          | 10,000                              | 70,000                                 | -                              | -                                |                                    | 30,000            | 30,000                        | 40,000                  |                         |                         |
| Internal Engineering/Project Mgmt | 10,000                          | -                                   | 10,000                                 | -                              | -                                |                                    | 5,000             | 5,000                         | 5,000                   |                         |                         |
| PropROW/Easements                 |                                 |                                     |                                        |                                |                                  |                                    |                   |                               |                         |                         |                         |
| Construction                      |                                 |                                     |                                        |                                |                                  |                                    |                   |                               |                         |                         |                         |
| External Engineering - Parametrix |                                 | 40,000                              | 40,000                                 | -                              | -                                |                                    | -                 |                               | 40,000                  |                         |                         |
| External Proj Mgmt/Inspect #2     |                                 | -                                   |                                        | -                              | -                                |                                    |                   |                               |                         |                         |                         |
| Internal Engr- Proj Mgmt/ Inspect |                                 | 15,000                              | 15,000                                 | -                              | -                                |                                    | -                 |                               | 15,000                  |                         |                         |
| Construction Contract 1           |                                 | 385,000                             | 385,000                                | -                              | -                                |                                    | -                 |                               | 385,000                 |                         |                         |
| Construction Contract 2           |                                 | -                                   | -                                      | -                              | -                                |                                    | -                 |                               |                         |                         |                         |
| Other                             |                                 |                                     |                                        |                                |                                  |                                    |                   |                               |                         |                         |                         |
| Interfund Financial Services      |                                 | 5,800                               | 5,800                                  | -                              | -                                |                                    | 350               | 350                           | 5,450                   |                         | 91                      |
| Contingencies                     |                                 | 60,000                              | 60,000                                 |                                |                                  |                                    | -                 |                               | 60,000                  |                         |                         |
| Total Project Expense Budget:     | 70,000                          | 515,800                             | 585,800                                | -                              | -                                | -                                  | 35,350            | 35,350                        | 550,450                 | -                       |                         |

| Funding Sources                      |                    |                |                | Project to<br>Date<br>12/31/14 | Project to<br>Date<br>12/31/2015 | 2015<br>YTD<br>12/31/2015 | 2015<br>Remaining | Scheduled<br>Year<br>2015 | Scheduled<br>Year<br>2016 | Scheduled<br>Year<br>2017 | Scheduled<br>Year<br>2018 |
|--------------------------------------|--------------------|----------------|----------------|--------------------------------|----------------------------------|---------------------------|-------------------|---------------------------|---------------------------|---------------------------|---------------------------|
| Funding Source                       |                    |                |                |                                |                                  |                           |                   |                           |                           |                           |                           |
| Transfers                            |                    |                |                |                                |                                  |                           |                   |                           |                           |                           |                           |
| 190.614.190.397.00.00.00             | 190,614,319,597.00 | 800            | 60,800         | -                              | -                                | -                         | 350               | 350                       | 60,450                    |                           |                           |
|                                      |                    | -              | -              | -                              | -                                | -                         | -                 | -                         | -                         |                           |                           |
| 319.614.000.334.03.60.07             |                    | 431,000        | 431,000        | -                              | -                                | -                         | 35,000            | 35,000                    | 396,000                   |                           |                           |
| 319.614.302.397.00.00.00             | 302,614,319,597.00 | 84,000         | 94,000         | -                              | -                                | -                         | -                 | -                         | 94,000                    |                           |                           |
| <b>Total Project Revenue Budget:</b> | <b>70,000</b>      | <b>515,800</b> | <b>585,800</b> |                                |                                  |                           | <b>35,350</b>     | <b>35,350</b>             | <b>550,450</b>            |                           |                           |

Committed Cash:

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# AGENDA ITEM

## BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

**SUBJECT:** Collective Bargaining Agreement  
between the City of Des Moines and  
the Court Clerks

**AGENDA OF:** March 10, 2016

**DEPT. OF ORIGIN:** Human Resources

**DATE SUBMITTED:** March 2, 2016

**ATTACHMENTS:**

1. Collective Bargaining Agreement between the City of Des Moines and the International Association of Machinists and Aerospace Workers District Lodge 160 Representing the Court Clerks ("IAM").

**CLEARANCES:**

- [X] Legal *PB*  
 [ ] Economic Development \_\_\_\_\_  
 [X] Finance *DM*  
 [ ] Marina \_\_\_\_\_  
 [ ] Parks, Recreation & Senior Services \_\_\_\_\_  
 [ ] Planning, Building & Public Works \_\_\_\_\_  
 [ ] Police \_\_\_\_\_  
 [ ] Courts \_\_\_\_\_

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

**Purpose and Recommendation:**

The purpose of this agenda item is to approve the attached Collective Bargaining Agreement (CBA) between the City of Des Moines and the International Association of Machinists and Aerospace Workers District Lodge 160 Representing the Court Clerks ("IAM").

**Suggested Motion**

**Motion:** "I move to approve the collective bargaining agreement between the City and the International Association of Machinists and Aerospace Workers Representing the Court Clerks, substantially in form as submitted."

**Background:**

This is the initial CBA with a new four-member bargaining unit by the International Association of Machinists and Aerospace Workers (IAM). The City began negotiations with IAM on July 21, 2015. After several negotiation sessions over the course of seven months, the parties reached a tentative agreement on the entire CBA on February 8, 2016. On February 29, 2016, the collective bargaining agreement was voted by the bargaining unit members in accordance with the IAM policy and accepted.

**Discussion:**

The CBA provides the same pay and City contributions toward health care benefits for IAM members as the City's non-represented General Employees. IAM members had not received a wage increase since January 1, 2013, so the CBA catches them up with the non-represented employees. At the same time, IAM members had continued to contribute a smaller percentage toward their medical premiums than the General Employees. This CBA rectifies both differences, with a pay increase and a greater employee share toward medical benefits. Approving the CBA will also enact a Memorandum of Understanding (MOU) the City reached with the IAM regarding mandatory furloughs.

**Alternatives:**

The Council could choose not to approve the CBA and direct the City Manager to continue negotiations; however, the IAM would likely file an unfair labor practice against the City for engaging in regressive bargaining.

**Financial Impact:**

The terms of the CBA and the related furlough savings were included in the 2016 budget. The CBA brings IAM wages in alignment with Ranges 13 and 19 of the General Employees 2016 pay scale, as follows:

| <u>Grade</u> | <u>Title</u>     | <u>Step A</u> | <u>Step B</u> | <u>Step C</u> | <u>Step D</u> | <u>Step E</u> |
|--------------|------------------|---------------|---------------|---------------|---------------|---------------|
| C-13         | Court Clerk      | \$ 3,839      | \$ 4,031      | \$ 4,233      | \$ 4,445      | \$ 4,667      |
| C-19         | Lead Court Clerk | \$ 4,859      | \$ 5,101      | \$ 5,356      | \$ 5,624      | \$ 5,905      |

In addition, the CBA provides a one-time lump sum payment in the form of a signing bonus as follows:

|                  |          |
|------------------|----------|
| Lead Court Clerk | \$ 1,295 |
| Court Clerk      | \$ 1,756 |

The signing bonus represents the net increase for wage increases after deducting the additional employee share toward medical premiums for IAM members compared to the General Employees since January 2015. Effective March 1, 2016, IAM members will be contributing the same percentage toward medical coverage as the General Employees, 10% for the employee and 20% for dependents for the HealthFirst and Group Health \$10 Copay plan, or 0% for the employee and 10% for dependents for either of the City's high deductible health plans.

The furlough MOU provides a savings of approximately \$9,274 for 10.5 furlough days, consistent with Resolution 1324, which implemented mandatory furloughs for the City's non-represented employees.

**Recommendation/Conclusion:**

Staff recommends approval of the attached Collective Bargaining Agreement.

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

INTERNATIONAL ASSOCIATION OF MACHINISTS AND  
AEROSPACE WORKERS DISTRICT LODGE 160

AND

CITY OF DES MOINES

March 1, 2016, through December 31, 2017

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## PREAMBLE

This Agreement is between the CITY OF DES MOINES, WASHINGTON (the "Employer") and the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, DISTRICT LODGE 160 (the "Union") for the purposes of setting forth the mutual understanding of the parties as to conditions of employment for those employees for whom the City recognizes the Union as the collective bargaining representative.

## ARTICLE 1..... RECOGNITION AND BARGAINING UNIT

- 1.1 The Employer recognizes the Union as the exclusive bargaining representative for all regular full-time and regular part-time Court Clerk and Lead Court Clerk employees designated by the classifications as certified by the Public Employment Relations Commission Case No. 26922-E-14-3907, March 9, 2015, excluding supervisors, confidential employees, temporary or seasonal employees, and all other employees.
- 1.2 Temporary employees shall not be subject to the terms of this Agreement except as provided under Article 11.3. Should a temporary or seasonal employee be employed in the same position for more than twelve (12) months, the temporary or seasonal employee shall be considered a regular full-time or regular part-time employee. All benefits normally provided regular employees shall begin as of the date the employee changes status from temporary or seasonal to regular.

## ARTICLE 2..... MANAGEMENT RIGHTS

- 2.1 The Employer retains and reserves all powers and author to manage its operations in an effective manner with the sole and unquestioned right and prerogative in accordance with applicable laws, regulations, and City ordinances and policies whether or not specifically mentioned in this Agreement and whether or not previously exercised, subject only to the limitations expressly stated in this Agreement. Such management rights shall include but not be limited to the following:
  - a. Determine the court's mission, policies, and to set forth all standards of service offered to the public;
  - b. To plan, direct, control and determine all operations, functions, and policies of the City and to modify such operations, functions and policies as they may affect employees in the Bargaining Unit;
  - c. To establish and administer a personnel system that provides for all types of personnel transactions, including determining procedures, standards for hiring, promotion, transfer, assignment, layoff, discipline, and classification of positions;
  - d. To classify jobs, establish the qualifications for employment, and determine job descriptions and job content, with the understanding that job descriptions do not and cannot detail each and every minor incidental duty employees are expected to

perform; nevertheless, employees are expected and required to perform all such duties;

- e. To train, supervise, and direct employees;
- f. To schedule and assign work;
- g. To assign overtime or not. The City has the right to schedule overtime work as required in a manner most advantageous to the City and consistent with the requirements of municipal employment and the public interest;
- h. To approve and schedule all vacations and other employee leaves in accordance with the bid process listed in Article 15;
- i. To establish reasonable work and performance standards and, from time to time, to change those standards. Such standards may be used to determine acceptable performance levels, prepare work schedules, and measure the performance and productivity of employees;
- j. To suspend, demote, discharge, or take disciplinary action against employees for cause;
- k. To determine and control the budget;
- l. To determine business hours;
- m. To determine the number of personnel, the methods, means, organization, and equipment for the operations of the department;
- n. To subcontract work with either public or private sector agencies or assign work to other City non-bargaining unit personnel only as provided in Article 23, Subcontracting.
- o. To determine physical, mental, and performance standards;
- p. To determine the length of shifts, starting and quitting times;
- q. To discontinue work that would be wasteful, unproductive or duplicative;
- r. To introduce and use new and improved methods, equipment, or facilities;
- s. To lay off employees for lack of work, funds, or the occurrence of conditions beyond the control of the employer or where such condition of work would be wasteful and unproductive;
- t. To lawfully inspect spaces assigned to Employees without consent provided the Employee has a right to be present;
- u. To make and modify rules and regulations for the operations of the Department and conduct of its employees;
- v. To recruit, hire, promote, transfer, assign employees into bargaining unit positions;
- w. To take any action necessary, including modifications of work schedule and work assignments, to carry out the city's mission in the event of emergency.

- 2.2 Delivery of court services in the most efficient, effective, and courteous manner is of paramount importance to the Employer, and, as such, maximized performance is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the Employer's right to determine the methods, processes and means of providing court services; the right to increase, diminish, or change operations, in whole or in part; the right to determine court equipment, including the introduction of any and all new,

improved, or automated methods or equipment; and the assignment of employees to a specific job within the bargaining unit in accordance with their job classification or title.

- 2.3 Probationary employment with the City is at will and the City expressly reserves the right to discharge probationary employees without advanced notice and without compensation except for time actually worked.
- 2.4 The City's Personnel Manual shall apply to members of this bargaining unit. However, in the event of a conflict between a specific provision of this Agreement and any guideline, regulation, or rule of the City, the provision of this Agreement shall control. In addition, the parties agree that the City has the sole right to amend, modify, adopt, or change any such personnel policies; provided that the Union is given fifteen (15) days advance notice and an opportunity to comment.
- 2.5 The exercise of any management prerogative, function, or right which is not specifically modified by this Agreement is not subject to any grievance procedure or to bargaining during the term of this Agreement, except where such exercise is in violation of the express written terms of this Agreement.
- 2.6 The exercise of any management prerogative, function, or right which is not specifically modified by this Agreement is not subject to any grievance procedure or to bargaining during the term of this Agreement, except where such exercise is in violation of the express written terms of this Agreement.

### ARTICLE 3..... UNION SECURITY

- 3.1 MAINTENANCE OF MEMBERSHIP — All employees and newly hired employees covered by this Agreement shall become members of the Union within thirty-one (31) days from the effective date of this Agreement or within thirty-one (31) days from the date of employment, whichever is later and shall remain members of the Union in good standing as a condition of continued employment. For the purpose of this Article, membership in the Union shall be deemed to have been maintained if the employee has not failed to tender his/her normal monthly dues and/or initiation fee for an accumulative period of two (2) months.
- 3.2 PAYROLL DEDUCTION — The Employer shall deduct monthly dues required of the employees in the Bargaining Unit who voluntarily execute a wage assignment authorization form. The Employer will deposit such dues and shop Agency Fee with IAM District Lodge 160, 9135 - 15th Place South, 2nd Floor, Seattle, Washington 98108-5190. The Union and each employee authorizing the assignment of wages for payment of Union dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.
- 3.3 NEW EMPLOYEES — The Employer will notify the Union of all new hires involving Bargaining Unit positions within thirty (30) days of hire. All newly hired employees shall be introduced to the Chief Steward or designee who will be allowed fifteen (15) minutes to brief the new hire on the collective bargaining agreement, Union membership and related matters as part of the new hire orientation.
- 3.4 "FAIR SHARE PROVISION" AND RELIGIOUS EXEMPTION — Employees who choose not to be members of the Union shall make "fair share" payments, not to exceed an amount equal to Union dues, in lieu of Union dues. These payments shall be for costs of the Union which are germane to the collective bargaining processing. Such payments shall be made in the amounts

allowed under applicable federal and state law for such payments. These payments shall be remitted to the Union by payroll deduction or paid directly to the Union before the end of each month. The Union shall provide advance information as to the amount and calculation of the fair share payment to any Employee who requests the information. If an Employee wishes to challenge the amount of the fair share payment, an independent arbitrator shall be selected by the American Arbitration Association from their outside panel of arbitrators. The Employee and the Union shall share equally the cost of the arbitration. Initiating such a challenge shall not relieve the Employee's requirement to continue to make fair share payments. Religious exemptions shall be handled as per Washington State law.

#### **ARTICLE 4..... UNION REPRESENTATION**

- 4.1 A shop steward shall be granted reasonable time to participate in grievance meetings with the Employer and/or to accompany an employee in an investigatory interview.
- 4.2 UNION OFFICIALS TIME OFF – An employee who holds a Union position (Shop Steward and/or member of the Negotiating Committee) may be granted time-off while conducting business vital to the employees in the bargaining unit provided:
- a. They notify the Employer in writing at least forty-eight (48) hours prior to the time-off period, or as otherwise mutually agreed to with the Employer;
  - b. The Employer is able to properly staff the employee's job duties during the time-off period;
  - c. The wage cost to the Employer is no greater than the cost that would have been incurred had the employee not taken time-off; and
  - d. Employees shall not transact Union business while working on shift, except up to two designated representatives may participate in contract negotiation meetings with the employer, or as otherwise mutually agreed to with the Employer.
- 4.3 UNION VISITATION – An authorized representative of the Union shall have access to the City's workplace at reasonable times for the purpose of investigation of grievances, resolving disputes and ascertaining that the Agreement is being adhered to, provided that such visit shall not interfere with the work process or cause undue interruption of the employees' work schedule.
- 4.4 UNION BULLETIN BOARDS – The Employer shall provide suitable non-public space for the Bargaining Unit to use a bulletin board in each City building staffed by Bargaining Unit employees. Postings by the Bargaining Unit on such boards shall be confined to official business of the Union.

#### **ARTICLE 5..... NON-DISCRIMINATION**

- 5.1 Neither the Employer, the Union nor any employee shall in any manner whatsoever discriminate against any employee or applicant for employment on the basis of race; color; religion; creed; sex; marital status; national origin; age; or sensory, mental or physical disabilities. Nothing shall prevent the City from establishing bona fide occupational qualifications (BFOQ).

- 5.2 No employee shall be discriminated against because of membership or non-membership or lawful activity in the Union, provided such activity is not carried on so as to interfere with the normal work process.

## ARTICLE 6..... STRIKES OR LOCKOUTS

- 6.1 Employees shall perform their assigned duties to the best of their abilities. Neither the Union nor any employee shall cause, engage in, sanction, encourage, direct, request, or assist in a slow-down, work stoppage, interruption of work, or strike of any kind, including a sympathy strike, or any interference with the efficient operation of the Court. The Employer shall not cause, permit, or engage in any lockout of its employees. The Employer, employees, and Union shall comply with state law as prescribed by the Revised Code of Washington 41.56.120 as currently enacted or as hereafter amended.

## ARTICLE 7..... EMPLOYEE RIGHTS

- 7.1 The Employer recognizes and agrees that employees covered by this Agreement are entitled to all rights and privileges accorded ordinary citizens under all applicable provisions of the United States and State Constitutions as well as the rights and privileges granted by any and all applicable laws and this Agreement. If a meeting is called for disciplinary action, and employee may request a Union Representative to be present.
- 7.2 Employees shall have the right to review their personnel file on break time, lunchtime, or leave status, and request in writing amendments of any statements in their file. Any Employer's decision regarding a proposed amendment shall be in writing. If amendment is refused, the employee shall be entitled to have a rebuttal statement placed in the file. All performance evaluations shall be reviewed with the employee before being included in their personnel file. Employees shall sign the evaluation as evidence that it has been reviewed with them. An employee's signature does not necessarily indicate agreement.
- 7.3 An employee shall have the right, upon request, to have the Union Steward and/or Union Representative present at any meeting during which an employee reasonably believes discipline may be implemented against the employee. Informal discussions regarding work performance, attendance, etc., and meetings to discuss performance evaluations are not subject to this Article.
- 7.4 Any interview of an employee shall be at a reasonable hour, when the employee is on duty, unless the exigencies of the investigation dictate otherwise. Where practicable, interviews shall be scheduled for the daytime.
- 7.5 All employee interviews shall take place at an Employer's facility, except when impractical. Where an employee is the subject of an investigation, the employee shall be afforded opportunities and facilities to contact and consult privately with the Union Steward or Union Representative before being interviewed. Upon the employee's request, the Union Steward or a Union Representative shall be present during the interview, if requested, and may provide the employee with full representation.

**ARTICLE 8..... EMPLOYEE PROBATION**

- 8.1 PROBATION (FULL-TIME) – Employees appointed to regular full-time positions shall serve a probationary period of twelve (12) months and shall have no seniority rights during that period. After twelve (12) months an employee's seniority date shall become the date on which the employee started the probation period. The Union may not question the dismissal of any employee during the probation period nor shall the dismissal be the subject of a grievance.
- 8.2 PROBATION (PART-TIME) – Employees appointed to regular part-time positions shall serve a probation period of twelve (12) months, or shall be given credit for time worked based on pro rata hours worked (based on a 2,080-hour year), and shall have no seniority rights during that period. After twelve (12) months, or within the pro rata period set forth above, an employee's seniority date shall become the date on which the employee started the probation period. The Union may not question the dismissal of any employee during the probation period nor shall the dismissal be or become the subject of a grievance.
- 8.3 PROMOTION PROBATION – The probationary period for an employee who has been promoted to a new classification shall be twelve (12) months. If an employee's performance in the new classification is found to be unacceptable, as determined by the Employer, and if the employee is qualified to return to the position from which the employee was promoted, the employee shall have the right to return to the position from which the employee was promoted. The Union may not question the Employer's decision to return the employee to his/her previous position. Nor shall the Union question or grieve the Employer's decision to return the employee to his/her previous position.

**ARTICLE 9..... SENIORITY**

- 9.1 Seniority shall be the amount of continuous service within a regular bargaining unit position. Seniority shall date back to the employee's date of hire in a regular status in the bargaining unit, but shall not be established until completion of the employee's probationary period. An employee may be disciplined and/or discharged during his probationary period without recourse to the grievance procedure contained herein.
- 9.1.1 Each calendar year, upon the request of the Union, the Employer will provide the Union with a seniority list showing the name, present classification, first date of compensated work in the bargaining unit and the employee's initial date of hire for each employee in the bargaining unit.
- 9.2 An employee's seniority shall be broken so that no prior period of employment shall be counted and their seniority shall cease upon:
- a. Retirement;
  - b. Voluntary termination or job abandonment;
  - c. Discharge;
  - d. Failure of the employee to notify the employer of his willingness to return to work upon recall from a layoff within ten calendar days after mailing a written notice from the employer to the employee's last known address appearing on the employer's records;
  - e. Failure to return to work promptly after an authorized leave of absence;

- f. Layoff exceeding fifteen (15) months; or
  - g. Unauthorized leave from work beyond three working days.
- 9.3 The period of layoff or unpaid leave of absence will not count toward the computation of the amount of "continuous time in service".
- 9.4 LAYOFF – Layoff shall be by classification. In the case of a layoff, employees shall be retained on the basis of job performance. When job performance is relatively equal, the employee with the shortest length of continuous service shall be laid off first. Relative job performance shall be determined on the basis of qualifications, past job performance evaluations and current job evaluations. Qualifications shall be determined by the knowledge, abilities and skills required for the affected position, as stated in the classification descriptions, and the employee's ability to perform the remaining work without further training.
- 9.4.1 The employer shall use no less than the last three (3) job performance evaluations in the determination of which employee is to be laid off. However, if an employee has less than three years of work in any of the classifications (can be cumulative) then those job performance evaluations shall be utilized.
- 9.4.2 Such person designated for layoff may bump an employee in a lower bargaining unit job classification the employee has previously held and/or which the employee is qualified (skills and ability) to hold. The employee to be bumped and laid off from the lower classification shall be selected through the process described in this Article.
- 9.5 RECALL – In the case of recall, those employees laid off last shall be recalled first. An employee on layoff shall keep both the Employer and the Union informed of the address and telephone number where he can be contacted. Failure of the employee to notify the Employer of his willingness to return to work upon recall from layoff within ten (10) calendar days after mailing of written notice from the Employer to the employee's last known address appearing on the Employer's records shall cause the Employer's obligation to recall the employee to cease.
- 9.5.1 The Employer shall have no obligation to recall an employee after he has been on continuous layoff for a period of fifteen (15) months.
- 9.5.2 During a period of lay-off recall, no temporary employees may be hired until laid off bargaining unit members have been offered the position. The declination or acceptance of a temporary position will not affect the recall status of the individual.

## ARTICLE 10..... EMPLOYEE CLASSIFICATIONS

- 10.1 FULL-TIME REGULAR EMPLOYEES – "Full-time employee" means any position in which the employee regularly works forty (40) hours per week in an ongoing, year-round position.
- 10.2 PART-TIME REGULAR EMPLOYEES – "Part-time regular employee" means an individual appointed to an ongoing, year-round position of fewer than forty (40) hours per week on a regular basis. Part-time regular employees who work at least sixteen (16) hours per week shall accrue vacation, sick leave, seniority, and holiday benefits in direct ratio to hours worked. Part-time regular employees who work thirty (30) or more hours per week on a regular basis are eligible for medical, dental, vision, life, and long term disability insurance.
- 10.3 TEMPORARY EMPLOYEES – "Temporary employee" means an individual appointed to an ongoing, year-round position of less than 16 hours per week, or to a full-time or part-time

specific assignment lasting less than twelve (12) months. No regular full-time or regular part-time employee shall be displaced by the use of temporary employees, except by mutual consent of the Employer and the Union.

- 10.4 SEASONAL EMPLOYEES – “Seasonal employee” means a temporary employee appointed to a position doing work typically performed at the same season of each calendar year, with an annual employment of less than five (5) months. No regular full-time or regular part-time employee shall be displaced by the use of seasonal employees, except by mutual consent of the Employer and the Union.
- 10.5 Pursuant to WAC 391-35-350, temporary and seasonal employees shall not be subject to the terms of this Agreement unless they work more than 347 hours in a rolling twelve-month period, they remain available for work on the same basis, and there is an expectation of continued employment.
- 10.6 NEW CLASSIFICATIONS – Should the Employer establish a new Bargaining Unit classification during the term of this Agreement, the Employer will notify the Union. If the union objects to the proposed wage rates, the Employer and the Union will attempt to arrive at mutual agreement on wage rates for the new Bargaining Unit classification. If no agreement is reached, the Employer shall implement its proposed wage rate.

#### ARTICLE 11..... LABOR MANAGEMENT COMMITTEE

- 11.1 LABOR MANAGEMENT – The Employer and the Union agree that a need exists for close cooperating between labor and management, and further, from time to time suggestions and complaints of a general nature affecting the Union and the Employer require consideration. To accomplish this objective, the Employer and the Union shall establish a Joint Labor-Management Committee which shall be comprised of participants from both the Employer and the Union. The committee shall meet as mutually agreed for the purpose of discussing and facilitating the resolution of problems which may arise between the parties. While it is not the purpose of the Committee to reopen collective bargaining negotiations or to change the terms of this Agreement, the Union and Employer may mutually agree to change, add, or delete any provision of this Agreement; such change shall be set forth in a Memorandum of Understanding, signed by authorized Employer and Union Representatives. Either the Employer or the Union may request a meeting of the Committee. The party requesting the meeting shall do so in writing listing the issues they wish to discuss.
- 11.2 No more than two (2) duly authorized representatives of the Union, excluding the business representative, shall function as one-half (½) of the committee, the other half being no more than two (2) representatives of the Employer. In the event the issues being discussed require the attendance of the business representative, an additional Employer representative will also attend.

#### ARTICLE 12..... GRIEVANCE PROCEDURE

- 12.1 GRIEVANCE DEFINITION – A grievance is a complaint by a regular, full or part-time (non-trial period) employee or group of regular employees alleging a violation of a specific provision of this Agreement or discipline involving loss of pay or monetary benefits. A complaint by an eligible employee regarding discipline that involves a loss of pay or monetary benefits may only be processed through Step 2 of the grievance procedure herein.

12.2 GRIEVANCE PROCEDURE STEPS – A grievance shall be handled in the following manner:

- 12.2.1 STEP 1 – The aggrieved employee or group of employees shall present the grievance orally to the immediate supervisor within ten (10) business days of its occurrence (or discovery of occurrence), not including the day of the occurrence. The supervisor shall give an oral reply within ten (10) business days of the date of presentation of the grievance, not including the date of the presentation. If the grievance is resolved at Step 1, the supervisor shall prepare a memorandum to the grievant(s) setting forth the terms of the resolution. A copy of this memorandum should be sent to the Department Director and Human Resources Manager at the time it is sent to the grievant(s).
- 12.2.2 STEP 2 – If the grievance is not settled at Step 1 it shall be: (1) reduced to writing, stating the specific section of this Agreement that was allegedly violated and describing the remedy, adjustment, or other corrective action sought; (2) dated; (3) signed by the aggrieved employee or group of employees; and (4) presented to the Department Director within ten (10) business days after the supervisor's oral reply is given, not including the day the answer is given. The Department Director shall reply in writing to the grievant(s) within ten (10) business days of the date of the presentation of the written grievance, not including the day of the presentation. If the grievance is resolved at Step 2, the Department Director shall prepare a memorandum to the grievant(s) setting forth the terms of this resolution. The Human Resources Manager should be provided with a copy of this memorandum at the time it is sent to the grievant(s).
- 12.2.3 STEP 3 – If the grievance is not settled at Step 2, and alleges a violation of a specific provision of this Agreement, the written grievance shall be presented, along with all pertinent correspondence and information to the City Manager within five working days after the Department Director's response is given, with a copy going to the Department Director. The City Manager may meet with the aggrieved employee or group of employees, the immediate supervisory personnel and the Department Director. The City Manager shall reply to the grievant(s) in writing within ten (10) working days of the date of presentation of the written grievance, not including the day of presentation.
- 12.2.4 Step 4 – If the grievance is not resolved by the City Manager, the grievance may, within fifteen (15) calendar days, be referred to a mediator. The Union or the City Manager shall forward a request to the executive director of the Public Employment Relations Commission (PERC) to assign a mediator from his or her staff. Upon designation of the mediator, the parties will make every attempt to schedule a date for mediation within fifteen (15) days.
- a. Proceedings before the mediator shall be confidential and informal in nature. No transcript or other official record of the mediation conference shall be made.
  - b. The mediator shall attempt to ensure that all necessary facts and considerations are revealed. The mediator shall have the authority to meet jointly and/or separately with the parties and gather such evidence as deemed necessary.
  - c. The mediator shall not have the authority to compel resolution of the grievance. If the mediator is successful in obtaining agreement between the parties, he/she shall reduce the grievance settlement to writing. Said settlement shall not constitute a precedent unless both parties so agree.
  - d. If mediation fails to settle the dispute, the mediator may not serve as an arbitrator in the same matter nor appear as a witness for either party. Nothing said or done in mediation may be referred to or introduced into evidence at any subsequent arbitration hearing.

## ARTICLE 13 ..... DISCIPLINE & DISCHARGE PROCEDURES

- 13.1 STANDARDS OF CONDUCT AND DISCIPLINE - It is the responsibility of all employees to represent the City to the public in a courteous, efficient, helpful and friendly manner. Public employees are often judged by the public they serve on first impressions and surface appearances. How the public perceives city employees influences its willingness to understand and support the needs of the City. Employees are expected to be cheerful, respectful and positive in attitude even when dealing with citizens under difficult circumstances.

Employees also should use basic tact, respect and courtesy toward their fellow employees; adhere to City policies, procedures, safety rules and safe work practices; comply with directions from supervisors; and preserve and protect the City's equipment, grounds, facilities and resources.

- 13.2 RULES OF CONDUCT - In the interest of the City and the public, it is desirable at all times, whether off-duty or on-duty, that an employee's conduct reflects favorably on the employee, his or her fellow employees, and the City. Off-duty misconduct may result in discipline when it renders an employee less capable of performing his or her duties and responsibilities, or when it reflects unfavorably upon an employee's continuing qualifications for employment.

It is the City's policy to place as few restraints on employee personal conduct as possible. The City relies on each employee's good judgment and sense of responsibility as the principal source of guidance for conducting day-to-day duties and responsibilities. However, for the protection of the City's business interests and other employees, certain rules of conduct have been established. The rules are formalized for each employee's information and to minimize the likelihood of any employee, through misunderstanding or otherwise, becoming subject to disciplinary action.

The occurrence of any of the actions set forth in the general rules of conduct section is deemed a sufficient justification for the imposition of the disciplinary procedures set forth in this section.

- 13.3 IMMEDIATE DISCHARGE - There are certain kinds of actions that cannot be permitted to occur because of their impact on other employees and the City. Such offenses may result in discharge on the first occurrence with cause. The following list contains examples of such offenses. This list of examples is not all-inclusive. Before a final decision is made regarding a discharge, the City will convene a pre-termination meeting as provided for in the section on discharge.

The occurrence of any of the following is deemed a sufficient justification for immediate discharge:

- a. Theft, misappropriation or removal of city property or the property of employees, clients or customers.
- b. Knowing, intentional or repeated falsification of any application for employment or any report, record, time sheet or city records.
- c. Soliciting and/or accepting payment, gifts or any item of value for service performed during the regular workday, whether or not the services are performed on behalf of the City and whether or not city vehicles or equipment are used.
- d. Willful alteration, destruction or waste of city property, facilities, records or equipment, wherever located, or the destruction of another employee's property.

- e. Bringing alcohol (except for authorized city festivals such as Waterland), narcotics or other controlled substances onto city property or into city vehicles; the use of alcohol, narcotics or other controlled substances on city property or in city vehicles; reporting to work or being under the influence of alcohol, narcotics or other controlled substances while on working time, or while on city property or in city vehicles.
- f. Giving or taking a bribe of any nature as inducement for obtaining or retaining a job or position.
- g. Serious or repeated disorderly conduct or insubordination. Insubordination includes, but is not limited to: neglect of duty, or refusal or failure to obey orders or instructions in the line of duty; public disrespect displayed toward a supervisor or the City while performing work for the City; and abusive language to any supervisor.
- h. Threatening, intimidating, coercing or interfering with supervisors or other employees.
- i. Deliberate attempts to injure another employee or fighting on city property.
- j. Sleeping during working hours.
- k. Unauthorized possession of firearms, explosives or any dangerous weapons while performing city work.
- l. Participating in an unauthorized work stoppage or slowdown.
- m. Recklessness resulting in a serious accident while on duty, whether on city property or while driving a city vehicle.
- n. Repeated, unwelcome racial or sexual harassment directed toward another employee, including but not limited to demands for sexual favors in exchange for employment, retention of job, promotion or other employment benefits. Repeated use of racial epithets, slurs, insults or jokes.
- o. Conviction of a gross misdemeanor or felony.
- p. Being untruthful about one's actions when questioned.

If cause dictates that immediate discharge is warranted the employee's supervisor may relieve the employee from duty on the spot and suspend the employee without pay pending a final decision on discharge as provided in these policies.

- 13.4 OTHER DISCIPLINARY ACTIONS -There are certain types of actions that should not occur, but normally, it is the reoccurrence of the action rather than the first occurrence of the action which results in discharge. For such actions, a regular employee will normally receive a written or verbal warning, be suspended without pay or placed on disciplinary probation prior to discharge, depending upon all the facts and circumstances presented in each instance. The following section contains examples of such offenses. This list of such offenses is not all-inclusive.

The occurrence of any of the following is deemed sufficient justification for the imposition of lesser discipline such as a warning, suspension without pay or probation as set forth in the succeeding section, although under appropriate circumstances, the City may immediately discharge the offender with cause:

- a. Ignoring safety rules or common safety practices.
- b. Engaging in disorderly conduct, horseplay, immoral conduct or insubordination; using uncivil, insulting, vile or obscene language.

- c. Failure to report occupational injuries or accidents, including motor vehicle accidents, promptly to the employees' supervisor.
- d. Engaging in activities other than assigned work during working hours and/or while operating city equipment, without approval in advance by an employee supervisor.
- e. Acting in an insulting, disrespectful, rude, insolent or uncivil manner toward any customer or other person while working for the City, or while operating city equipment or on city premises.
- f. Failure to exercise the care and attention to one's work as required by the circumstances resulting in unsafe or potentially unsafe conditions.
- g. Smoking in restricted or prohibited areas, whether on city property or otherwise.
- h. Accepting secondary employment with another employer in violation of Section 13.5 below.
- i. Acting in any manner inconsistent with general rules of conduct necessary to the welfare of the City or its employees.
- j. Unexcused or excessive absences or tardiness.
- k. Leaving work before the end of the shift or not being ready to begin work at the start of the shift or working overtime without permission of a supervisor.
- l. Spending unnecessary time away from work.
- m. Unauthorized possession or use of any city property, equipment or materials.
- n. Carrying an unauthorized passenger in a city vehicle.
- o. Contributing to unsanitary conditions or poor housekeeping.
- p. Use of city property, time or confidential information for personal financial gain.
- q. Sexual or racial harassment or other unlawful discrimination toward another employee.
- r. Having wages or salary subject to a writ of garnishment for three or more separate indebtedness in a continuous 12-month period.
- s. Unsatisfactory work performance.

13.5 OUTSIDE EMPLOYMENT – The City does not encourage employees to hold second jobs, or have an active interest in outside business enterprises, though it does not object to employees doing so provided the following conditions are met. Engaging in employment or business enterprises that interfere with or reduce the efficiency of City employment may be grounds for disciplinary action. Prior to accepting any outside employment or outside business enterprise, employees must notify the department director or designee of their intention to do so. Outside employment or outside business in enterprise must:

- a. In no way detract from the efficiency of the employee while performing City duties;
- b. Present no conflict of interest with City affairs;
- c. Not take preference over extra duty required by City employment; and
- d. In no way involve the use of any City resources such as copiers, telephones, supplies, other equipment, or time.

13.5.1 The City understands that a regular part-time employee must often obtain outside employment to supplement the City's inability to provide full-time hours. Therefore, the City

will give fifteen (15) calendar days' notice of any change to the regular part-time employee's regular schedule including any mandatory overtime, unless otherwise mutually agreed.

13.6 LEVELS OF DISCIPLINE – It is the goal of the City to apply fair and equitable disciplinary action with cause. However, the City reserves the right to decide disciplinary actions applicable for the conduct. The City may skip steps in the following sequence whenever, in its judgment, circumstances require an abbreviated disciplinary procedure. An administrative leave may be used, with or without pay, pending the results of an investigation.

- a. ORAL WARNING – Oral warnings may be given for minor offenses or to bring to the attention of an employee potential work performance problems. Oral warnings may include an explanation of the violation or problem and requests for corrective action on the part of the employee. A notation of each oral warning should be placed in a file and maintained by the supervisor for future reference. In addition, the offending employee may be handed a warning slip.
- b. WRITTEN WARNING – A written warning may be given for a more serious offense or when the employee, who has been orally warned for minor offenses or problems in his or her work performance, repeats them or fails to take corrective action. Written warnings may contain: a statement of the facts; a statement of the discipline being given, if any; if appropriate, the employee's explanation and reason for the violation; the required corrective action on the part of the employee, if appropriate; a written and definite period of disciplinary probation during which the employee must clearly demonstrate improvement; and a statement indicating further disciplinary action may follow if correction is not achieved. The employee and any other person who may be present at the discussion may sign the warning. The warning should be signed by the employee's direct supervisor and the city Department Director involved. Copies of written warnings are to be forwarded to the City Manager and the Human Resources Manager. After review with the employee, a copy of the written warning is to be given to the employee and a copy is to be entered into the employee's personnel file.
- c. SUSPENSION/FINAL WARNING – A suspension may be given for serious infractions of employee rules of conduct which are not deemed sufficient justification for immediate discharge, or for repeated offenses, or for failure to correct an action for which a written warning was previously given. A suspension is time off without pay for disciplinary reasons, and will be for as long as the City determines is reasonable and necessary for a specific violation. In each case of disciplinary suspension, a written memo should be prepared and may indicate: the event or events which led to the suspension; the duration of suspension; a statement indicating required corrective action on the part of the employee; if appropriate, the employee's explanation or comment; and a statement indicating that it is a "final warning" and further indicating that the employee may be discharged upon the occurrence of another infraction or failure to correct the action within the stated time.

The employee and any other person who may be present at the discussion may sign the memo. The memo must be signed by the employee's direct supervisor and the Department Director involved, with copies forwarded to the City Manager and the Human Resources Manager. After review with the employee, a copy of this memo is to be given to the employee and a copy is to be entered into the employee's personnel file.

- d. DISCIPLINARY PROBATION – An employee may be placed on disciplinary probation for any violation of rules as listed above. Such an employee will be given a

written statement of the action taken, the reasons for the action and the consequences of repeating or engaging in further or other unacceptable behavior. This written statement shall be given to the employee at the time the employee is placed on disciplinary probation or within two (2) days thereafter. A copy of this written statement shall be placed in the employee's personnel file.

Disciplinary probation may be for any period not to exceed twelve (12) months. During the disciplinary probation period, the regular employee must show the required improvement necessary to remain in the job. If the regular employee fails to correct his or her performance or repeats the unacceptable conduct during the disciplinary probation period, the employee may be discharged. All discharges shall be in accordance with the City's policy on pre-discharge meetings.

- e. DISCHARGE – When the supervisor feels that the nature of a violation warrants discharge, or if the discharge is a result of the disciplinary procedure where the desired corrective action was not achieved by one or all of the steps above (written warning, suspension, etc.), the supervisor will prepare a written report to his or her Department Director and the Human Resources Manager. The written report may include the reason(s) for the discharge; information on any previous warnings or disciplinary actions which may be relevant; a brief summary of the regular employee's past work record and length of employment with the City; and any other relevant information. The Department Director, the Human Resources Manager, the City Attorney and the employee's direct supervisor will process the case together and present their findings and recommendation to the City Manager. Before the final decision is made regarding a discharge, a meeting shall be convened as follows:

No regular employee shall be terminated without a pre-discharge meeting. The employee shall be provided with a written notice of the charge or grounds for termination and a summary of the City's evidence. The employee shall be given an opportunity to respond to these charges, either orally or in writing, and to explain why the City should not go ahead with the discharge. Although the Department Director's explanation of the City's evidence should be sufficient to inform the employee of the basis for discharge, this procedure shall not be construed to limit the City at any subsequent hearing or proceeding from presenting a more detailed and complete case, including the presentation of witnesses and/or documents not introduced at the discharge meeting. Should the City Manager or Department Director determine to proceed with the discharge, or some alternative disciplinary action, the City will give the employee written notice of discipline without undue delay.

#### ARTICLE 14..... LEAVES OF ABSENCE

- 14.1 SICK LEAVE – All full-time employees shall accrue sick leave benefits at the rate of eight (8) hours for each calendar month of continuous employment. Employees shall accrue one-half of their monthly sick leave accrual at the end of the first pay period of the month and the second half at the end of the second pay period. Part-time employees shall accrue sick leave benefits on a pro rata basis according to hours worked.
  - 14.1.1 Sick leave benefits are earned from the date of employment, and may be utilized from date of employment. Employees do not earn sick leave benefits during a leave without pay. Employees do not earn sick leave benefits, and may not use any earned but unused sick leave benefits, during a suspension without pay. Employees continue to earn sick leave and vacation time while on paid sick leave.

- 14.1.2 Sick leave benefits not used during the calendar year in which they are earned may be carried over and used during succeeding calendar years. Such benefits may be carried over into successive calendar years so long as the employee remains employed by the City. Employees who transfer to another department retain any accumulated sick leave benefits after transfer to their new position.
- 14.1.3 Sick leave benefits may be used by eligible employees for any absence due to personal injury, bereavement, illness or temporary disability which keeps the employee from performing the employee's regular duties, paternity leave for ten days after the birth or adoption of a child under the age of six, medical and dental appointments, absences of reasonable duration occasioned by the illness or injury of a minor child or spouse, or the need to accompany a minor child to a medical or dental appointment, provide care for a child with a health condition, provide care for a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or emergency condition, exposure to a contagious disease where on-the-job presence of the employee would jeopardize the health of others, or use of prescription drug which impairs job performance or safety. Sick leave benefits may be used for actual periods of temporary disability associated with pregnancy or childbirth during which the employee is physically unable to perform her duties as certified by a licensed physician. For the purposes of this section, "child" is defined by RCW 49.12.265. "Health condition", "serious health condition", "emergency condition" and "mental or physical disability" are defined by WAC 296-130-020 (10-14).
- 14.1.4 In the event an employee exhausts his or her accrued sick leave, the employee has the option to use accrued vacation leave or compensatory time.
- 14.1.5 Employees injured on the job shall not simultaneously collect sick, vacation or compensatory leave and worker's compensation payments greater than the employee's regular pay. When and if the employee's sick leave is exhausted, compensatory time or accrued vacation leave may be used. In any event, the Employer shall pay only up to the maximum of the difference between the payment received under worker's compensation by such employee and the employee's regular straight-time rate of compensation that the employee would have received from the Employer if able to work. Such payment by the Employer shall be limited to the period of time that such employee has accumulated paid sick leave. The foregoing shall be accomplished by the employee "buying back" sick leave used with the time loss money from worker's compensation. Upon receipt of each time loss check, the employee keeps those funds and is required to "buy back" sick leave by submitting a personal check or money order made payable to the Employer for the same dollar amount, and that payment will be credited back to the employee's sick leave balance.
- 14.1.6 Payment of sick leave benefits is conditioned upon the employee notifying the supervisor or Department Director, or designee, of the employee's absence(s) as outlined in Section 4.H Attendance and Tardiness/ Absenteeism of the Personnel Manual. Failure to give the required notice may result in no payment of sick leave benefits or other compensation for such absence(s).
- 14.1.7 The employee may be required to provide certification of illness from a qualified health care provider if so requested by the employee's immediate supervisor or Department Director, or designee, whenever absent for three (3) or more days. Medical certification may also be required in the event an employee calls in sick on a day when a vacation request was denied or not granted by way of the vacation bidding process, or for absences or tardiness in an established pattern such as when particular job duties are performed, on a day before or after days off, holidays, scheduled vacation, or weekends. The employee shall be required to provide a written release to return to work from a qualified health care provider whenever

requested by the employee's immediate supervisor or the Department Director, or designee. The City may require any employee returning after an absence to be examined by a second qualified health care provider of the City's choice. If the City deems that a second exam is required, the City will pay any and all cost related to such an exam.

- 14.1.8 Any employee found to have abused sick leave privileges by falsification or misrepresentation shall be subject to corrective action, including but not limited to repayment to the City of any amounts paid to such employee for such periods of absence, or discipline, up to and including discharge.
- 14.1.9 Employees who utilize twenty-four (24) hours or less of sick leave in any calendar year shall receive 10 (ten) hours of vacation time. This is calculated per calendar year and is not available for people who work less than a full year. The employees who qualify for this additional vacation time, and the respective Department Director, shall receive a notice of the qualification in January immediately following the completion of the applicable calendar year. The time is immediately available upon notification and the use of this time follows the same guidelines as noted in Section 7.C of the Personnel Manual.
- 4.1.10 Employees with a sick leave balance of at least two-hundred (200) hours at the beginning of a calendar year, who use less than twenty-four (24) hours of sick leave in that calendar year shall, in February of the following year, have twelve (12) hours of their sick leave balance cashed and deposited into their 457 plan.
- 14.1.11 Employees who use all their accumulated sick leave and require more time off work due to illness or injury may submit a request to the City Manager for a leave of absence as specified by Section 7.I of the Personnel Manual.
- 14.1.12 Employees may take sick leave for care of family including spousal equivalent under the Washington Family Care Act and the Family Medical Leave Act as currently enacted or as may be amended.
- 14.2 SHARED LEAVE – Employees shall be eligible for shared leave in accordance with the current Employer policy contained in Section 7.J of the Personnel Manual, with the provision that the employee shall have exhausted all accumulated vacation, holiday and comp-time and all but forth (40) hours of accumulated sick leave. The Employer reserves the right to change the Shared Leave policy, provided that the Union is offered the opportunity to comment and provide input prior to the change and the change is applied uniformly to all employees covered by Section 7.J.
- 14.3 LIGHT DUTY – Light duty may be provided per Section 4.L of the City of Des Moines Personnel Manual.
- 14.4 BEREAVEMENT – When a death occurs in an employee's immediate family, the employee may take up to two (2) days of paid bereavement leave which is not counted against any other leave. In addition, the employee may use up to eight (8) hours of sick leave for bereavement leave for in-state deaths and up to twenty-four (24) hours of sick leave for out-of-state deaths. The timing of bereavement leave will be by mutual agreement between the employee and the Department Director, or designee. An employee is not paid for any days off if the employee would not otherwise have been entitled to compensation for that day. Bereavement leave pay shall be that amount the employee would have earned had the employee worked his or her regular work schedule during the leave. An employee may be granted a bereavement leave prior to completion of the probationary period. "Immediate family" as used in this section is defined as an employee's spouse, spousal equivalent in a cohabitation relationship, parents,

grandparents, children, adopted children, foster children, grandchildren, brothers, sisters, first cousins, nephews, nieces, aunts, or uncles, and/or corresponding in-laws and "step" relations. Additional paid bereavement leave using sick leave or other leaves may be approved by the City Manager on a case-by-case basis.

## **ARTICLE 15..... HOURS OF WORK**

- 15.1 WORK SCHEDULE – A regular, full-time work schedule is 40 hours per week. Work schedules shall be set per Section 2.1.f.
- 15.2 Any change in normal work schedules shall be posted on the Union bulletin board and sent by email to affected employees at least ten (10) calendar days prior to the effective date of the change. These notice requirements shall not apply to work schedule changes that are implemented due to an emergency or at the employee's request or if otherwise mutually agreed upon.
- 15.3 REST PERIODS – Employees shall receive a rest period of fifteen (15) minutes on the Employer's time for each four (4) hours of working time and shall be scheduled as near as possible to the midpoint of each four (4) hour work period. By mutual agreement between the employee and the Employer, the rest periods may be taken at a time other than stated above.
- 15.4 MEAL PERIODS – Employees shall receive a meal period of at least thirty (30) minutes, not to exceed sixty (60) minutes, which shall be on the employee's own time, between hours of 11:00 a.m. and 1:00 p.m., except when Court operations require that lunch be taken outside of these hours.

## **ARTICLE 16 ..... OVERTIME**

- 16.1 OVERTIME – All hours worked in excess of the employee's regular schedule in a day, with an eight (8) hour minimum, or forty (40) hours in a week shall constitute overtime. Vacation and holiday time shall be considered hours of work for the purposes of calculating overtime. Overtime shall be paid at the rate of one and one-half (1½) times the employee's regular straight-time hourly rate of pay.
  - 16.1.1 Overtime shall be paid for in increments of fifteen (15) minutes with the major portion (eight (8) or more minutes) of each fifteen (15) minute increment being paid as fifteen (15) minutes.
  - 16.1.2 In lieu of overtime pay, compensatory time-off may be accrued upon the request of the employee and the approval of the employer. Scheduling of compensatory time-off shall be subject to the approval of the employee's supervisor. Compensatory time-off shall be taken at the rate of one and one-half (1½) times the hours worked. The maximum number of hours that can be accumulated is forty (40) hours.
  - 16.1.3 Employees shall not accrue additional leave (sick leave or vacation), health or other insurance benefits while on overtime.

## ARTICLE 17 ..... VACATION AND HOLIDAYS

- 17.1 VACATION – Each regular full-time employee shall accrue vacation leave at the following rates:

| Years of Employment | Vacation Hours Earned | Carryover Maximum |
|---------------------|-----------------------|-------------------|
| 0 – 3 years         | 8 hours per month     | 255 hours         |
| 4 – 6 years         | 10 hours per month    | 270 hours         |
| 7 – 10 years        | 12 hours per month    | 285 hours         |
| 11 – 15 years       | 14 hours per month    | 300 hours         |
| 16+ years           | 16 hours per month    | 315 hours         |

- 17.1.1 Employees accrue one-half of their monthly vacation accrual at the end of the first pay period of the month and the second half at the end of the second pay period. Employees are eligible to use earned vacation leave after six (6) months of employment. The department director can waive the six-month waiting period. Regular part-time employees earn vacation leave on a pro-rated basis.
- 17.1.2 VACATION BIDDING – All vacation must be scheduled with and approved by the department director or designee. Vacations shall be scheduled at such times as the Employer finds most suitable after considering the wishes of the employee and the requirements of the department. The primary bid for vacation leave shall be made by November 1<sup>st</sup> for the following calendar year. The primary bid will follow the process as listed; any employee that wishes to schedule vacation days throughout the following year will choose one occurrence at a time in order of seniority. Once the most senior employee chooses an occurrence, the choice will then be given to the next employee down the seniority list, and so on, until the list has been exhausted. An occurrence shall be defined as one (1) choice of a maximum of fifteen (15) consecutive vacation days. The process will continue until there are no employees left desiring to bid. No employee will be obligated to participate in the primary bid. Any subsequent vacation requests outside of the bidding process shall be taken at a time mutually agreeable to the employee and the department director or designee on a first-come, first-served basis. The City reserves the right to deny all or a portion of vacation days requested, to include vacation bidding, when such leave would interfere with operations or create an adverse impact on the completion of work.
- 17.1.3 Employees are encouraged to use vacation in the year it is earned. The maximum vacation hours that any employee can carry over from one year to the next is according to the schedule listed in Section 15.1. Where City operations make it impractical for an employee to use his/her vacation time, the City Manager may authorize the employee to carryover more hours, provided that the employee submits a request to carryover the additional hours that includes an explanation of why he could not use all the hours over the maximum carryover amount in that year and details a plan to make sure he will not carryover more than the maximum the following year. This request must be endorsed by the department director.
- 17.1.4 Upon separation from employment, employees shall be paid for all accrued but unused vacation time on their final paycheck at their current straight-time rate. Employees who are retiring are encouraged to use unused vacation time prior to the effective date of their retirement. Retiring employees may be paid for that portion of unused vacation time that does not create a retirement financial liability or obligation for the City on their final paycheck.

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

|                                 |                                                     |
|---------------------------------|-----------------------------------------------------|
| New Year's Day                  | January 1                                           |
| Martin Luther King Jr. Birthday | 3rd Monday in January                               |
| President's Day                 | 3rd Monday in February                              |
| Memorial Day                    | Last Monday in May                                  |
| Independence Day                | July 4                                              |
| Labor Day                       | 1st Monday in September                             |
| Veteran's Day                   | November 11                                         |
| Thanksgiving Day                | 4th Thursday in November                            |
| Day after Thanksgiving          | Day after Thanksgiving                              |
| Christmas Day                   | December 25                                         |
| 16 hours of Floating Holiday    | As scheduled by employee and approved by supervisor |

Des Moines City Hall will close at 12:00 noon on Christmas Eve, December 24.

- 17.2.1 The above holidays shall be observed on those dates set by State law. Any holiday falling on a Sunday shall be observed on the following Monday. Any holiday falling on a Saturday shall be observed on the preceding Friday.
- 17.2.2 If a holiday occurs while an employee is on vacation or sick leave, the holiday shall be utilized rather than charged against the employee's accrued vacation or sick leave.
- 17.2.3 In the event the observation of a holiday falls on an employee's regular day off, the employee may receive their eight (8) hours of holiday compensation on their next paycheck or, with their supervisor's approval, schedule an alternate day off with eight (8) hours of pay.
- 17.2.4 Employees are eligible to use their floating holiday after six (6) months of employment. The department director may waive this six-month waiting period. The annual floating holiday does not carry over from one year to the next. It must be used in the calendar year earned or is forfeited. The floating holiday is not compensated in any form upon separation of employment. The City Manager shall have the discretion to designate a particular day during the year as the floating holiday for all eligible employees. The City Manager may take an advisory ballot of all the eligible employees to determine for that year whether the employees wish to leave the floating holiday to individual discretion or to consolidate the floating holiday.

## ARTICLE 18 ..... WAGES

- 18.1 The base monthly wage rates effective upon the date of ratification of this Agreement will be as follows effective upon ratification of this agreement:

| <u>Grade</u> | <u>Title</u>     | <u>Step A</u> | <u>Step B</u> | <u>Step C</u> | <u>Step D</u> | <u>Step E</u> |
|--------------|------------------|---------------|---------------|---------------|---------------|---------------|
| C-13         | Court Clerk      | \$ 3,839      | \$ 4,031      | \$ 4,233      | \$ 4,445      | \$ 4,667      |
| C-19         | Lead Court Clerk | \$ 4,859      | \$ 5,101      | \$ 5,356      | \$ 5,624      | \$ 5,905      |

- 18.1.1 Effective upon ratification of this agreement, the Clerk and Lead Clerk positions will receive a one-time lump sum payment in the form of a signing bonus as follows:

|                  |          |
|------------------|----------|
| Lead Court Clerk | \$ 1,295 |
| Court Clerk      | \$ 1,756 |

- 18.1.2 This agreement will be reopened for negotiations of a 2017 cost of living adjustment after July 15, 2016.
- 18.1.3 The Employer agrees to conduct a salary study to be completed by July 15, 2016. Any job classifications that are shown to be above the average maximum salary for comparable cities will be red-circled, meaning the individual's salary will not be increased until the reassigned salary range at the new level has met or exceeded his or her present salary.
- 18.2 WORK AT A HIGHER CLASSIFICATION – Employees may be temporarily assigned to perform all the duties of a position in a higher pay grade occupied by a person on suspension, furlough, vacation, or authorized leave of absence, or to a position for which a vacancy exists. When employees who are not leads, temporarily assigned by the Municipal Court Judge (hereafter Judge) or designee, are so assigned to a higher pay range for a period of five (5) days or more, and who perform the full scope job duties of such a position, shall be paid at the first step of the higher pay range or may receive a five percent (5%) pay increase, whichever is higher, for the full period worked in the temporary assignment.

## ARTICLE 19 ..... BENEFITS

- 19.1 HEALTH INSURANCE – Regular full-time and regular part-time employees whose positions are budgeted for thirty (30) or more hours per week shall be eligible to participate in the City's health insurance plans. Premiums shall be paid by the City on behalf of eligible employees according to the following schedule:
- 19.1.1 Effective upon ratification of this Agreement, the City will pay ninety percent (90%) of eligible employee's premium and eighty percent (80%) of the spouse and dependents' premiums for the following Association of Washington Cities health insurance plans:
- a. HealthFirst;
  - b. Group Health Cooperative \$10 Copay Plan.
- 19.1.2 Effective upon ratification of this Agreement through December 31, 2016, the City will pay one-hundred percent (100%) of eligible employee's premium and ninety percent (90%) of the spouse and dependents' premiums for the Association of Washington Cities High Deductible Health Plans.
- a. For employees who select a High Deductible Plan for 2016, the City will provide a notional Health Reimbursement Arrangement (HRA) of \$1,500 for employee only coverage or \$3,000 for any family coverage. The City will fund the notional HRA by preloading a benefits debit card for each employee on an annual basis. For new hire employees, notional HRA funding will be prorated based on the number of months covered for the remainder of the calendar year.
  - b. Once the deductible has been met, and the employee has also paid coinsurance costs \$1,500 above and beyond the deductible for employee only coverage, or \$3,000 above and beyond the deductible for any family coverage, the City will pay any further coinsurance costs which apply to the employee's annual out-of-pocket limit.
  - c. Any unused balance in the notional HRA will be rolled into the employee's HRA VEBA account in April of the following year.

- 19.1.3 Effective upon ratification of this Agreement through December 31, 2016, the City will pay one-hundred percent (100%) of eligible employee's, spouse, and dependents premiums for the Association of Washington Cities Plan F dental plan and Plan II orthodontia plan.
- 19.1.4 Effective upon ratification of this Agreement through December 31, 2016, the City will pay one-hundred percent (100%) of eligible employee's, spouse, and dependents premiums for the Association of Washington Cities \$25 deductible Vision Service Plan (VSP).
- 19.1.5 Effective upon ratification of this Agreement through December 31, 2016, for employees who select the HealthFirst plan or the Group Health Cooperative Copay Plan 2 \$10 Copay Plan, the City shall provide a Health Reimbursement Arrangement (HRA) through HRA VEBA, with the following annual contributions from the City:
- a. Employee only: \$580;
  - b. Employee plus dependent(s): \$1,130.

For new hire employees, HRA VEBA funding will be prorated based on the number of months covered for the remainder of the calendar year.

## **ARTICLE 20..... SUBCONTRACTING**

- 20.1 The Employer shall not subcontract bargaining unit work without notifying the group during a Labor Management Committee meeting in advance of making the decision. If the City finds that the need for subcontracting still exists, then the City will negotiate the impacts in compliance with the law.

## **ARTICLE 21..... SAVINGS CLAUSE**

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

## **ARTICLE 22..... COMPLETE AGREEMENT**

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

## **ARTICLE 23..... TERM OF AGREEMENT**

- 23.1 This Agreement shall be effective upon ratification and shall remain in full force and effect through December 31, 2017. Either party may upon written notice to the other no later than

ninety (90) days prior to the expiration of the Agreement of their intent to meet and negotiate a successor agreement.

- 23.2 Notwithstanding the provisions of Section 20.1, this Agreement and all of its terms and provisions shall continue to remain in full force and effect during the course of negotiations on a new Labor Agreement until such time as the terms of a new Agreement have been reached or an impasse has been reached and declared by the Employer and/or the Union, whichever is the sooner; provided however, in no event shall an impasse be declared earlier than one (1) year following the expiration date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

City of Des Moines

International Association of Machinists and  
Aerospace Workers District Lodge 160  
Representing the Court Clerks

By \_\_\_\_\_  
Brandon Hemming  
Business Representative

By \_\_\_\_\_  
Anthony A. Piasecki  
City Manager

Date \_\_\_\_\_

Date \_\_\_\_\_

## A G E N D A   I T E M

### BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Draft Ordinance No. 15-176  
Amending Pacific Ridge Commercial Zone Mixed  
Use Limitations

**ATTACHMENTS:**

1. Draft Ordinance No. 15-176 Amending Pacific Ridge Commercial Zone Mixed Use Limitation, DMMC 18.52.010B Note 50, Zoning.
2. Resolution 1323.

FOR AGENDA OF: March 10, 2016

DEPT. OF ORIGIN: Planning, Building and Public Works

DATE SUBMITTED: March 1, 2016

**CLEARANCES:**

- ☒ Legal 12
- ☐ 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 N/A

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: 

**Purpose and Recommendation**

The purpose of this agenda item is for City Council to consider Draft Ordinance No. 15-176, (Attachment 1) amending Footnote 50 of DMMC 18.52.010B, Permitted Uses Commercial Use Chart and eliminating inconsistencies and confusion with DMMC 18.135.060(1)(d). This footnote clarifies the ground floor commercial requirements for mixed use buildings in Pacific Ridge fronting on Pacific Highway South.

**Suggested Motions:**

**Motion 1:** "I move to suspend Rule 26(a) in order to enact Draft Ordinance No 15-176 on first reading."

**Motion 2:** "I move to enact Draft Ordinance No. 15-176, amending Footnote 50 of DMMC 18.52.010B, Permitted Uses Commercial Use Chart to clarify the ground floor commercial requirements for mixed use buildings in Pacific Ridge fronting on Pacific Highway South and eliminate the inconsistency with DMMC 18.135.060."

## **Background**

Des Moines City Councils since 2000 have been working to transform Pacific Ridge into a new urban community that takes advantage of its geographic location, local and regional transportation linkages, stable soils, and view potential. It is hoped that the transformation of Pacific Ridge will include replacement of lower-scale, older buildings with new structures that will dramatically enhance the appearance, character, economics, and safety of the area. Pacific Ridge will contain buildings and open spaces designed for pedestrians as well as the motorist. Pacific Ridge is expected to be an area of multi-story businesses and residences that make Pacific Ridge inviting to residents and businesses, increase economic development, complement other areas of Des Moines, and foster community pride.

The *Pacific Ridge Neighborhood Improvement Plan* was established to foster redevelopment of properties that had developed incrementally since the 1930's and prior to annexation into the City of Des Moines. One of the cornerstones of this vision was the establishment of higher building heights and as a result, Pacific Ridge was the first neighborhood in the City of Des Moines history that was zoned to allow for mid-rise and high rise construction. This vision was documented in the Purpose Section of the Pacific Ridge Zone codified as DMMC 18.135.030:

### *18.135.030 Purpose.*

*The principal objective and purpose of this zone and its application is to implement the City of Des Moines Comprehensive Plan, Pacific Ridge Neighborhood Improvement Plan, and other adopted policies for the commercial and residential areas of Pacific Ridge.*

*Furthermore, it is the objective and purpose of this zone to provide development regulations that will promote redevelopment of Pacific Ridge properties in order to create attractive, safe, and desirable areas to work and reside. Redevelopment of Pacific Ridge is appropriate because this area has excellent access to transportation facilities, view opportunities, and higher-density development which can help Des Moines meet or exceed population and employment growth targets specified by the countywide planning policies for King County. Also, redevelopment of Pacific Ridge properties is appropriate because many of the existing structures and land uses have resulted in social problems such as: high crime rates (especially major felony crimes); declining property values; unsafe and undesirable housing conditions; insufficient building and property maintenance; absentee property ownership/management; violation of zoning, construction, and health codes; transient residency; and marginal businesses.*

*A related consideration is to make it possible to efficiently and economically plan for, design, finance, and provide public services, capital facilities, and utilities for the populations and activities within this zone. For all of the above reasons, the purpose of this chapter is to promote public health, safety, and welfare through redevelopment of Pacific Ridge properties. [Ord. 1591 § 313, 2014.]*

The City's continuing commitment to review existing development regulations established in Chapter 18.135 DMMC – to ensure that the regulations implement both the *Pacific Ridge Neighborhood Improvement Plan* and the *Pacific Ridge Design Guidelines* and foster redevelopment of the area – is evident over the last nine years.

In June of 2006, the City Council began discussions of the Vision and what, if anything, more should be done to achieve it. To that end, the Mayor sent letters to 24 prominent developers in October 2006 which ultimately led to a number of developers or their representatives attending a 2007 City Council

Study Session to share ideas on Pacific Ridge redevelopment. Since that date, City Council Finance and Economic Development (F&ED) Committee and staff continued to receive suggestions from the development community on how to facilitate the redevelopment potential of the neighborhood.

The Pacific Ridge Zone code was modified by Ordinances 1405 and 1410 in 2007, by Ordinance 1513 in 2011, by Ordinance 1559 in 2012, and by Ordinance 1576 in 2013. All of these ordinances were repealed by Ordinance 1591 in 2014 which restructured the DMMC but tried not to implement further policy changes. Some of the structural changes, unfortunately, had unintended policy implications or introduced DMMC inconsistencies. Tonight's ordinance proposes to resolve one such inconsistency.

#### **Discussion:**

Heavy traffic of the two highways that border the Pacific Ridge Neighborhood is one of several factors that have made residential uses less attractive and kept housing rent low, particularly in contrast to the quiet wooded and waterfront neighborhoods available to the west. However, from a commercial (economic, tax revenue) perspective, highway traffic could be considered the redeeming feature of the area, as the high traffic counts on both Pacific Highway South and I-5 equate to the built-in customer base that commercial property values require.

As a result of continued conversations with developers, architects, and property owners, the City has continued to better understand how the current DMMC affects investment decisions and the viability of the City's redevelopment vision. Staff has concluded that there would be considerably more economic re-development and enhanced City revenues if the City was more flexible with commercial development standards and allowed the market place to define and develop to the highest and best use of Pacific Ridge residential and commercial properties without compromising the opportunity for street level commercial activity along Pacific Highway South.

When the DMMC was restructured by Ordinance 1591 in 2014, there was an inconsistency in Note 50 in DMMC18.52.010B, Permitted Uses Commercial Use Chart, and the environmental performance standards and general limitations in the Pacific Ridge Zone, DMMC 18.135.060(1)(d).

The language in Note 50 (a) and (b) states:

- (a) In that part of PR-C fronting on Pacific Highway South and/or South 216th Street, dwellings may be located on the ground floor (emphasis added); provided, that they are accessed from the rear of the property; and provided, that the commercial uses in that portion of the building must front and be accessed from Pacific Highway South or South 216th Street;*
- (b) When a project fronting Pacific Highway South or South 216th Street contains more than one building, those buildings not fronting on Pacific Highway South or South 216th Street may be single purpose multifamily residential buildings (emphasis added);*

But the language in DMMC 18.135.060 (1)(d)(i) states:

- (i) Within the PR-C Zone, structures containing only residential uses are not allowed (emphasis added);*

This inconsistency has created some confusion regarding commercial uses in mixed commercial and residential building fronting Pacific Highway South. The City Council Finance and Economic Development Committee and staff believe the City Council's initial intent in providing more flexibility to

developers while maximizing street level commercial activity along Pacific Highway South will be achieved by the change being proposed by Draft Ordinance 15-176.

The Pacific Highway South Corridor in Pacific Ridge is a key commercial area where significant private and public investment have been and will be made in the near future that support the City of Des Moines goals of fostering economic development, creating jobs, and increasing revenues. This Ordinance may also help inform the final designs of the following significant transportation improvements in these areas:

- Sound Transit's Federal Way Link Extension (FWLE)
- The new FWLE station near Highline College
- WSDOT's SR509/I-5 Freight Mobility Project

The proposed textual code amendment was determined to be consistent with the range of impacts studied under the SEPA Planned Action Environmental Impact Statement, the Pacific Ridge Neighborhood Improvement Plan and the Comprehensive Plan. The Planning, Building & Public Works Director acting as the SEPA responsible official reviewed these proposed non-project actions and determined that the proposed textual code amendment is within the scope of the existing environmental documents and fulfills the SEPA requirements established by chapter 197-11 WAC and chapter 16.05 DMMC.

Pursuant to DMMC 18.20.210, amendments of the Zoning Code (Title 18 DMMC) are legislative (Type VI) land use decisions, and pursuant to DMMC 18.30.070 amendments to the Zoning Code (Title 18 DMMC) require the City Council to conduct a public hearing to receive public comment regarding these proposals. DMMC 18.30.100(3) requires that the date of the public hearing to consider amendments to Title 18 DMMC be set by motion of the City Council and that a 15-day public hearing notice be published. This requirement was satisfied with the adoption of Resolution 1323 on February 11, 2016 (Attachment 2) and notice of public hearing in the Seattle Times on February 24, 2016.

The textual code amendment proposed in this Draft Ordinances was provided to the Department of Commerce as required by RCW 36.70A.106. The Finance and Economic Development Committee provided general direction on Draft Ordinance 15-176, on October 8, 2015 and directed that the Ordinance be finalized and scheduled for City Council consideration.

### **Alternatives**

The City Council may:

1. Enact the proposed Draft Ordinance.
2. Enact the proposed Draft Ordinance with changes.
3. Decline to enact the Draft Ordinance as this time.

### **Financial Impact**

The proposed change will help foster a stronger economic environment for the City by creating a stronger commercial tax base and tax for the City of Des Moines

### **Recommendation or Conclusion**

Staff recommends that City Council enact Draft Ordinance No. 15-176.

**CITY ATTORNEY'S FIRST DRAFT 2/4/2016****DRAFT ORDINANCE NO. 15-176**

**AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON** relating to land use and development regulations for the Pacific Ridge area, and amending DMMC 18.52.010B, Permitted Uses Commercial Use Chart.

**WHEREAS**, the City Council supports the redevelopment of the Pacific Ridge Neighborhood as a high density, commercially viable mixed use neighborhood, and

**WHEREAS**, the City Council directed City staff to prepare an ordinance for its considerations which clarifies DMMC inconsistencies between DMMC 18.52.010B and 18.135.060 (1)(d)(i) for mixed use commercial development in Pacific Ridge and maximizes the amount of commercial development along Pacific Highway South, 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 chapter 197-11 WAC and chapter 16.05 DMMC, and

**WHEREAS**, the City Council set the date for the public hearing by Resolution No. 1323, fixing the public hearing for March 10, 2016 as required by DMMC 18.30.070, 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 February 24, 2016 in accordance with the DMMC, and

**WHEREAS**, a public hearing was held on March 10, 2016 where all persons wishing to be heard were heard, and

2/4/16

Draft Ordinance No. 15-176

Ordinance No. \_\_\_\_\_  
 Page 2 of 3

**WHEREAS**, the City Council finds that the amendment contained in this Draft Ordinance is appropriate and necessary; now therefore,

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

**Sec. 1.** DMMC 18.52.010B, Commercial Use Chart, Footnote 50, and section 133 of Ordinance 1591 as amended by section 12 of Ordinance 1601 as amended by section 8 of Ordinance No. 1619-A, are each amended to read as follows:

50. Mixed Use. This regulation applies to all parts of Table 18.52.010B that have a [50]. Mixed use shall be permitted in the PR-C Zone, except:

(a) In that part of PR-C fronting on Pacific Highway South and/or South 216th Street, at least 75 percent of the ground floor shall be dedicated to commercial uses and dwellings may not be located on the ground floor; ~~provided, that they are accessed from the rear of the property; and provided, that the commercial uses in that portion of the building must front and be accessed from Pacific Highway South or South 216th Street;~~

(b) ~~When a project fronting Pacific Highway South or South 216th Street contains more than one building, those buildings not fronting on Pacific Highway South or South 216th Street may be single purpose multifamily residential buildings; and~~ The City Manager or City Manager's designee may, by formal action, waive or modify the requirements of this Mixed Use requirement for commercial uses, upon approval of a plan that is consistent with the legislative intent to maximize ground floor commercial activity.

2/4/16  
 Draft Ordinance No. 15-176

Ordinance No. \_\_\_\_  
 Page 3 of 3

(c) No residential use is permitted north of South  
 216th Street.

**Sec. 2. Severability - Construction.**

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

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

**Sec. 3. Effective date.** This Ordinance shall take effect and be in full force five (5) days after its final approval by the Des Moines City Council in accordance with law.

**PASSED BY** the City Council of the City of Des Moines this  
 \_\_\_\_ day of \_\_\_\_\_ and signed in authentication thereof this  
 \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
 M A Y O R

APPROVED AS TO FORM:

\_\_\_\_\_  
 City Attorney

ATTEST:

\_\_\_\_\_  
 City Clerk

Published: \_\_\_\_\_

2/4/16

Draft Ordinance No. 15-176

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## RESOLUTION NO. 1323

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, setting a public hearing to consider Draft Ordinance No. 15-176 that amends the limitations for mixed use development in the Pacific Ridge - Commercial Zone in chapter 18.52.010B DMMC.

WHEREAS, the City Council directed City staff to prepare an ordinance for its considerations which clarifies DMMC chapters 18.52.010B and 18.35.060 inconsistencies and maximizes the amount of commercial development along Pacific Highway South and clarifies the requirements of mixed use commercial development regulations for Pacific Ridge, and

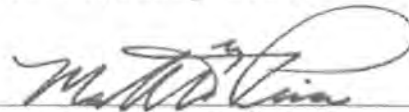
WHEREAS, a public hearing is necessary to receive public comment regarding amendments to Title 18 DMMC, and

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

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

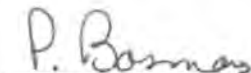
The matter of amendments to chapter 18.52.010B DMMC, is set for a public hearing before the City Council on Thursday, March 10, 2016, at 7:00 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers, 21630 11th Avenue South, Suite B, Des Moines, Washington.

ADOPTED BY the City Council of the City of Des Moines, Washington this 11th day of February, 2016 and signed in authentication thereof this 11th day of February 2016.



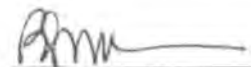
MAYOR

APPROVED AS TO FORM:



City Attorney

ATTEST:



City Clerk

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## A G E N D A   I T E M

### BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Blueberry Lane Final Plat

FOR AGENDA OF: March 10, 2016

ATTACHMENTS:

1. Draft Resolution 16-020
2. Resolution 1023 (Preliminary Approval)
3. Resolution 1246 (Minor Deviations)
4. Final Plat Document
5. Environmental Mitigation Agreement dated July 20, 2006
6. City Review Letter dated February 19, 2016
7. RELEASE

DEPT. OF ORIGIN: Planning, Building, & Public Works

DATE SUBMITTED: March 3, 2016

CLEARANCES:

- ☒ Legal NS
- ☐ 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 N/A

APPROVED BY CITY MANAGER FOR  
SUBMITTAL: 

**Purpose and Recommendation**

The purpose of this agenda item is to facilitate the City Council consideration of Draft Resolution 16-020 (Attachment 1) approving the final subdivision for the planned unit development (PUD) entitled "Blueberry Lane." Staff recommends that the Council approve the proposed final plat by passing the following motions:

**Suggested Motions:**

**Motion 1:** "I move to adopt Draft Resolution No. 16-020 approving the final plat entitled "Blueberry Lane", City File No. LUA2014-0003."

**Motion 2:** "I move to approve the Final Plat Agreement included as Attachment 2 to Draft Resolution 16-020, and authorize the City Manager to sign the Final Plat Agreement substantially in the form as submitted."

**Motion 3:** “I move to approve the Release document relinquishing the City’s interest in Tract X that is depicted on King County Short Plat No. 779007, and authorize the City Manager to sign the Release substantially in the form as submitted.”

### **Background**

In May 2005, the City received the requisite materials for a preliminary plat entitled “Blueberry Lane.” The application specifically requested to divide 5 tax parcels consisting of 12.83 acres into 67 lots for single-family residential use. On December 14, 2006, Resolution No. 1023 (Attachment 2) approved the preliminary plat. In 2011, the original developer, Richard Williams, requested a rezone from Residential Single Family – 7,200 to Business Park. The rezone was approved under Ordinance No. 1546.

Richmond American Homes of Washington, Inc. purchased the 5 parcels on March 17, 2014. As the previous owner had not officially withdrawn the subdivision application, it was still considered vested in accordance with RCW 58.17.140. Minor deviations to the preliminary plat, including the reduction of the overall number of lots from 67 to 62, were approved on December 19, 2013 under Resolution No. 1246 (Attachment 3).

Construction of the required infrastructure is now substantially complete, and the site is served by roads, drainage, utility systems and other improvements required for the future residential use of the site.

### **Discussion**

City Council review of applications for final plat approval is required pursuant to DMMC17.10.240. Should Council approve the proposed final plat, it will allow the final plat entitled ‘Blueberry Lane’ to be recorded with the King County Recorder’s Office and will enable the applicant to file for building permits on the lots within the subdivision.

Richmond American Homes filed their Final Plat application on September 28, 2016. Staff concluded that the final plat (Attachment 4) sufficiently demonstrated that the subdivision meets the approval criteria established by DMMC17.10.240. A topic-by-topic evaluation of the final plat’s compliance with the criteria is provided below:

#### **(1) PRELIMINARY PLAT CONSISTENCY**

DMMC 17.10.240 (1)(a) requires that the final plat be consistent with the approved preliminary subdivision. Based on a review of the preliminary plat design (as modified by Resolution 1246) and multiple site visits, staff has concluded that the final plat is consistent with the preliminary plat design approved by the City Council. Additionally, the applicant has complied with the conditions of approval established by Resolution 1023 dated December 14, 2006 and the Environmental Mitigation Agreement dated July 20, 2006 (Attachment 5) except for the following items:

- a. Payment of the park-in-lieu fees. The fees will be paid by the applicant prior to recording final plat pursuant to condition 4 of Resolution No. 1023.

- b. Construction of the private park/recreation Tract "B". The installation of the playground equipment and landscaping. The applicant will post a bond for the completion of the park/recreation tract.
- c. Applicant to provide a copy of the U.S. Army Corps of Engineers wetland determination prior to recording final plat. The substitute wetland mitigation fee was paid prior to the March 10, 2016 Council meeting pursuant to condition 6 of Resolution No. 1023.
- d. Applicant has submitted a draft Declaration of Covenants, Conditions and Restrictions for review. Staff is working with the applicant to finalize the document for recording concurrently with final plat.

There is currently a dispute between private property owners related to the termination of a driveway easement. This driveway easement is identified on preliminary plat drawing P2. The City is not taking a position on this dispute between the property owners, and Richmond American Homes has agreed to sign the Final Plat Agreement included as Attachment 2 to Draft Resolution 16-020.

Staff recommends that the City Council release and relinquish (Attachment 7) its rights to demand Tract X, as depicted on King County Short Plat 779007, as right-of-way. With the City Councils' Adoption of Resolution 1023 in December of 2006, which approved the Blueberry Lane Preliminary PUD subdivision, the City made the determination that Tract X, as depicted on Short Plat 779007, would not be demanded to be deeded as right-of-way, and/or improved as a street, road or thoroughfare at that time, or any time in the future. Instead, the City Council determined that Street A (South 196<sup>th</sup> Place), would be constructed instead of a roadway located at Tract X. This intent is clearly shown in the notes on Sheet P2, and the preliminary PUD subdivision layout shown on Sheet P3, both of which were attached to City Council Resolution 1023.

## (2) SUBDIVISION DESIGN AND LAYOUT

DMMC 17.10.240(1)(b) requires the final plat to be consistent with the design and layout requirements of Chapter 17.35 DMMC and the provisions established by Chapter 58.17 RCW. The Findings of Fact attached as Exhibit 1 to Resolutions 1023 and 1246 found that the proposed preliminary modified subdivision was consistent with chapter 17.35 DMMC and chapter 58.17 RCW. Therefore, the final plat is consistent with this requirement since it is consistent with the approved preliminary plat.

## (3) PUBLIC INFRASTRUCTURE

DMMC 17.10.240(1)(c) requires that all infrastructure improvements be installed or the posting of financial securities to cover the cost of installation of the outstanding improvements. All required infrastructure improvements have been installed by the applicant except for the items referenced in the City's letter dated February 19, 2016 (Attachment 6). These items will either be completed or bonded prior to recording final plat.

The new roadways have been constructed along with related curb, gutter, sidewalk and street light improvements.

#### (4) PERFORMANCE AND MAINTENANCE BONDING

RCW 58.17.130 requires that local regulations provide that in lieu of the completion of the actual construction of any required improvements prior to the approval of a final plat the applicant can post securities for the outstanding improvements ensuring completion after recordation of the final plat. The City provides for this in DMMC 17.40.140, but requires that the work be completed within one year of a recordation of the final plat documents. The City Manager can grant a one year extension if the work is not completed within a year of recordation of the final plat.

The applicant currently has a performance bond for site restoration work pertaining to the approved road and drainage plans. Staff will be working with the applicant to update the bond quantity worksheet to reflect deferred items and a separate bond for those items may be required to replace the existing bond. The bond would be posted prior to recordation of the final plat.

#### **Alternatives**

The City Council has two other alternatives in addition to the recommended action:

- (1) The City Council may approve the final plat with additional conditions; however, any changes must be supported by additions to the findings of fact. The changes, if any must be supported by the public record.
- (2) The City Council may deny the final plat; however, new findings of fact would have to be prepared to support this decision. The reason for denying the final plat approval would have to be supported by the public record.

#### **Financial Impact**

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

#### **Recommendation/Conclusion**

Staff has reviewed the proposed final plat (Attachment 4) and determined that the subdivision is consistent with the cited local and state statutes. Therefore, staff recommends approval of the Final Plat entitled "Blueberry Lane."

#### **Concurrence**

The Planning, Building and Public Works and Legal Departments concur. South King Fire and Rescue has also reviewed the materials and recommends approval of the final plat entitled "Blueberry Lane."

## CITY ATTORNEY'S FIRST DRAFT, 03/10/2016

## DRAFT RESOLUTION NO. 16-020

**A RESOLUTION OF THE CITY OF DES MOINES, WASHINGTON** approving the Final Plat entitled "Blueberry Lane" as shown and described in City Administration file number LUA2014-0003.

**WHEREAS**, the City has received an application for the Final Plat entitled "Blueberry Lane," from Richmond American Homes, the owner of the real property described in said application; and

**WHEREAS**, pursuant to the State Environmental Policy Act, Chapter 43.21C RCW, the Administrative Guideline and local ordinance adopted to implement it, the SEPA Official reviewed all relevant environmental documents and determined that the proposed subdivision would not result in probable significant adverse environmental impacts, and based on information within those environmental documents, a Mitigated Determination of Non-significance was issued; and

**WHEREAS**, the applicant has complied or posted securities to ensure compliance with all Mitigation Items established by the Environmental Mitigation Agreement dated July 20, 2006; and

**WHEREAS**, said environmental documents have been available and accompanied the application throughout the entire review process; and

**WHEREAS**, the City Council, in regular meeting on December 14, 2006, reviewed the preliminary plat entitled "Blueberry Lane;" and

**WHEREAS**, the City Council passed Resolution Number 1023 at its regular meeting on December 14, 2006 approving the preliminary plat entitled "Blueberry Lane;" and

**WHEREAS**, the City Council passed Resolution Number 1246 at its regular meeting on December 19, 2013 approving minor deviations to the preliminary plat entitled "Blueberry Lane;" and

**WHEREAS**, the City Council, in regular meeting on March 10, 2016, reviewed the proposed Final Plat entitled "Blueberry Lane;" now, therefore

Resolution No. 16-020  
Page 2 of 3

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

**Sec. 1.** The following findings of fact are adopted by the Des Moines City Council:

(1) The Final Plat is consistent with the preliminary subdivision approved by the City Council on December 14, 2006, under Resolution No. 1023 and the Minor Deviations approved under Resolution No. 1246, and

(2) All required improvements are installed or securities to cover the cost of installation are submitted in accordance with DMMC 17.40.090, and

(3) The Final Plat is consistent with the provisions of Title 17 DMMC, and Chapter 58.17 RCW.

**Sec. 2. Decision criteria.** The criteria used in making the decision are those required by DMMC 17.10.240.

**Sec. 3. Approval.** The subdivision and the Final Plat entitled "Blueberry Lane" is hereby approved by the Des Moines City Council, subject to the follow conditions:

- (a) That all of the outstanding issues identified in Attachment 1 to this Resolution are complete before the Final Plat is Recorded.
- (b) That the Final Plat Agreement contained in Attachment 2 is signed and recorded.

**Sec. 4. Compliance with other law.** Nothing in this Resolution shall be construed as excusing the applicant from compliance with all federal, state, or local statutes, ordinances, or regulations applicable to this subdivision other than as expressly set forth herein.

**Sec. 5. Resolution attached to approval documents.** A certified copy of this Resolution, along with the findings of fact herein adopted, shall be attached to and become a part of the evidence of said subdivision and Final Plat and shall be delivered to the applicant.

**Sec. 6. Distribution of resolution following City Council action.** Certified or conformed copies of this Resolution shall be delivered to the following:

Resolution No. 16-020  
Page 3 of 3

(1) City of Des Moines Planning Building and Public Works  
Department and Building Division;

(2) South King Fire and Rescue; and

(3) City Clerk of the City of Des Moines.

**ADOPTED BY** the City Council of the City of Des Moines,  
Washington this \_\_\_\_\_ day of \_\_\_\_\_, 2016 and signed in  
authentication thereof this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
M A Y O R

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

## City of Des Moines



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



February 19, 2016

C.E.S. NW, Inc.  
Attn: Cara Visintainer, PE  
310 29<sup>th</sup> Street, NE, Suite 101  
Puyallup, WA 98372

### PROVIDED BY EMAIL

Re: LUA2014-0003; Blueberry Lane PUD, Final Plat Review  
19659 Des Moines Memorial Drive South, Des Moines, WA

Dear Ms. Visintainer:

The City of Des Moines has reviewed the revision submittals for final plat and conducted site visits for the above mentioned application. An updated list of items remaining to be addressed follows. These are broken up into items to be addressed prior to City Council review of the final plat and those items that can be deferred. This list is a work in progress. We will keep you updated on any changes.

**Final plat has been tentatively scheduled for the March 10, 2016 City Council meeting. The Council packet and priority items below must be completed by March 3, 2016 in order to keep this date. Revised documents and items to be addressed prior to City Council review will need to be submitted by Friday, February 26, 2016, for review and incorporation. If this timeline is not achievable, March 17 or April 7 are the next potential dates.**

### ITEMS TO BE ADDRESSED PRIOR TO CITY COUNCIL REVIEW OF FINAL PLAT

1. Check with the City of SeaTac for possible guard rail needed along Des Moines Memorial Drive South, north of the new sidewalk. There is a steep slope due to the widening of Des Moines Memorial Drive South. Staff is confirming whether any additional items for the City of SeaTac are outstanding.
2. French drains will need to be installed and tight lined to the nearest catch basin where water is collecting and flowing over the sidewalks (Tract "B"), connect to catch basin #45. Drain lines laying over the sidewalk on 11<sup>th</sup> Place South (Tract "D") will need to be tight lined to the nearest storm catch basin (#30 and #34).
3. Install fencing along Lot 60, east side of 10<sup>th</sup> Place South, north side of Lot 43, and above block concrete wall next to Tract "J" as they are all potential fall hazards.
4. The developer is required to comply with all Federal and State regulations regarding the fill of the wetlands identified as Wetland B and Wetland C in the submittal materials. Copies of

applicable Federal or State permits required to fill the wetland shall be submitted for the project file prior to the City Council review of the final plat.

5. Final Plat Sheets:

- a. Sheets 4 – 8: Update street names for consistency with final assignments (attached). Update address chart on Sheet 9 if needed.
  - b. Sheets 1 – 9: Lower left hand corner should reference LUA2014-0003.
  - c. Sheet 2: Staff to coordinate with applicant on General Notes wording for Tracts A and F.
  - d. Sheet 6 -7: Tracts "I" and "E" should be labeled NGPE Wetland.
6. The deeds and Real Estate Excise Tax affidavits to transfer the storm drainage and wetland tracts are required to be submitted prior to City Council review of the final plat. These deeds can utilize the plat descriptions as they will not be submitted to King County for recording until after the final plat has been recorded by the County.
  7. The park in lieu fee shall be paid prior to final plat approval and recording, pursuant to condition 4 of Resolution No. 06-224. Appraisal information and final calculation shall be submitted for review and approval prior to payment.
  8. Pursuant to condition 6 of Resolution No. 06-224, the applicant shall pay the substitute wetland mitigation fee in the amount of \$183,843.84 prior to City Council review of the final plat.
  9. Final building permit BLD2014-0476 for rockeries and retaining wall. The Building Division has deemed the as-built information satisfactory. Surface Water final inspection approvals are pending.
  10. Upon final approval by staff, CC&Rs shall be recorded prior to final plat.

#### DEFERRED ITEMS

1. Replace broken sidewalk panel at South 197<sup>th</sup> Street and 11<sup>th</sup> Avenue South, south side next to tree and ramp.
2. Street name signs on local roads within the development (not along Des Moines Memorial Drive South and South 194<sup>th</sup> Street) currently have 6" lettering. These signs shall be replaced with signs having 4" lettering. See attached detail DM.G1.1, for signs at local intersections only.
3. Complete any property restoration for the properties at 1044 and 1045 South 197<sup>th</sup> Street.
4. Remove street tree on east side of 11<sup>th</sup> Avenue South near intersection of South 194<sup>th</sup> Street.
5. Along the west side of 10<sup>th</sup> Place South, south of South 196<sup>th</sup> Street, landscaping should be placed below wall.
6. Move stop sign at 10<sup>th</sup> Place South and South 194<sup>th</sup> Street approximately 15 feet to the south.
7. Repair concrete spall on driveway wing to Lot 31.

8. Remove drainage filters from all catch basins, clean and call for inspections. Once the catch basins are inspected, the filters will need to be reinstalled.
9. Bolt down locking catch basins.
10. Graffiti prevention spray treatment for all exposed block walls.
11. Remove curb and gutter and concrete panels at the west end of South 195<sup>th</sup> Street, on the south side, and install access ramp.
12. Repair slope/interception trench behind Lots 6 & 7.
13. Clean up illegal dumping and construction debris, currently at the south end of 10<sup>th</sup> Place South and west end of South 195<sup>th</sup> Street.
14. Relocate shed currently behind Lot 50.
15. Installation of landscaping and 'Big Toy' for Tract "B".
16. The approved civil plans contain topsoil requirements. This item to remain bonded and the grading permit left open until this item has been fully met. All building permits issued will refer to the grading permit condition with an inspection requirement.
17. Presently, the ponds are not fully constructed, they are essentially operating as temporary sedimentation/detention ponds rather than detention/treatment ponds. Lacking are the stormwater wetland plantings, the separation berm that goes between the cells of the facility, and it is unclear whether the pond depth is per design. Given the weather, work is not expected to be completed until late spring or summer. This item may be bonded until complete.

Re-submittals shall contain five copies of the documents/drawings, a Plan Revision Cover sheet and a CD containing PDF copies of the materials. One copy of final plat drawings in 8 1/2" x 11" shall be submitted for Council packet.

Sincerely,

*Laura Techico*

Laura Techico, AICP  
Senior Planner  
City of Des Moines

# **FINAL PLAT AGREEMENT**

## **(Blueberry Lane)**

This Final Plat Agreement ("Agreement") is made this \_\_\_\_ day of February, 2016 by and between Richmond American Homes of Washington, Inc., a Colorado corporation ("Richmond"), and the City of Des Moines, a municipal corporation of King County, Washington ("City"). Richmond and the City shall each be referred to herein as a "Party," and together as the "Parties."

## **RECITALS**

A. Richmond is the owner of the subdivision known as Blueberry Lane, located south of the intersection of South 194<sup>th</sup> St and Des Moines Memorial Drive S in the City (the "Property"). The Property is comprised of tax parcel nos. 052204-9156-08, 052204-9071-00, 052204-9022-00, 052204-9005-01, and 024600-0127-02.

B. In December 2006, the City granted preliminary Planned Unit Development ("PUD") subdivision approval for Blueberry Lane via Council Resolution No. 1023. The review and approval process included review under the State Environmental Policy Act ("SEPA"), which resulted in a Mitigated Determination of Nonsignificance ("MDNS") issued on July 20, 2006. Neither the PUD preliminary subdivision approval nor the MDNS was appealed by any party, including any adjacent landowners.

C. In December 2013, the City approved a minor deviation to the approved preliminary PUD for Blueberry Lane via Council Resolution 1246, as authorized by Des Moines Municipal Code ("DMMC") 17.16.190(3) and 17.16.230(2). Among other things, the minor deviation reduced the number of lots from 67 to 62, removed alleys and reoriented several lots, and revised the stormwater facility design to better mitigate impacts. The minor deviation process was subject to public notice and comment opportunities, and it was subject to appeal. No party, including any adjacent landowners, appealed the approved minor deviation.

D. The approved preliminary PUD and approved minor deviation for Blueberry Lane acknowledged a historic 10' driveway easement ("Driveway Easement") connecting parcel nos. 0522049026 and 0522049006, now owned by Wen Xin and Yan Wang ("Xin Property"), to Des Moines Memorial Driveway South. The Driveway Easement, which was executed in 1980, contained a self-termination clause providing that the easement "shall terminate upon completion of a roadway intercepting the driveway and connecting to Des Moines Memorial Way South opposite South 196<sup>th</sup> Place."

E. The approved preliminary PUD and minor deviation contemplated that the historic Driveway Easement would be terminated due to the provision of an alternative access to the Xin Property across Tract F, which connects to Des Moines Memorial Way South via South 196<sup>th</sup> Place (the "Alternative Access").

F. Richmond believes that the Alternative Access satisfies the termination clause in the Driveway Easement, and moreover, that the owners of the Xin Property are estopped from asserting the validity of the Driveway Easement because neither they nor their predecessors in interest have taken any action to enforce it over a period of almost ten years (until the filing of their recent complaint), despite notice of discretionary PUD approvals as required by law and construction approvals authorizing construction in the historic easement area.

G. The owners of the Xin Property claim (King County Superior Court Case No. 16-2-01993-5 KNT) that the Driveway Easement has not been terminated and have advised that they will object to final PUD approval and any additional construction or property dedications affecting the historic easement area (specifically, building lots 14, 15, and 16, and Tracts C and E).

H. The City is not taking a position related to whether the Driveway Easement was properly terminated ("Easement Dispute") and has taken the position that this issue should be addressed by private property owners.

I. The City intends to proceed with final plat approval for the Blueberry Lane PUD as required by RCW 58.17.170, subject to the terms of this Agreement and certain other conditions.

### AGREEMENT

The Parties hereto agree as follows:

1. The Recitals set forth above are incorporated herein and made as part of this Agreement to the same extent as if set forth herein in their entirety.
2. The City's Planning, Building and Public Works Department will continue to process the final plat application for the Blueberry Lane PUD and will promptly forward it to the City Council for action when deemed complete in accordance with DMMC 17.10.230-270.
3. As part of its final plat application and in accordance with the conditions of Preliminary PUD Approval (Resolution 1023), Richmond will submit statutory warranty deeds to the City for dedication of the storm pond (Tract C) and the critical area (Tract E). However, the City will not finalize or record the dedication of Tract C or Tract E until Richmond provides proof of an agreement, settlement, or a final court order resolving the Easement Dispute.
4. Tract C and Tract E will be maintained by the Blueberry Lane Homeowners Association until its dedication is finalized and recorded by the City. Tract C is comprised of a combined stormwater detention/wetland facility with 25,541 cubic feet of detention storage and 15,684 cubic feet of treatment storage serving the southerly portion

of the development. Richmond will provide an easement to the City allowing for access to and inspection of Tract C and E. This easement shall be executed prior to final plat approval in a form substantially similar to the form attached hereto as Attachment 1.

5. As part of its final plat application, Richmond will submit a statutory warranty deed to the City for the dedication of Tract F as public right-of-way. The statutory warranty deed shall be subject to a 15' temporary ingress and egress easement benefitting the Xin Property across Tract F to Des Moines Memorial Drive South via S. 196<sup>th</sup> Place. Tract F will be maintained by the Blueberry Lane Homeowners Association until such time as the owners of Lots 1 and 2 of KCSP 779007 (Xin Property) redevelop their property and are required to construct a public roadway across Tract F. This deed and ingress and egress easement shall be executed prior to final plat approval in a form substantially similar to the form attached hereto as Attachment 2.

6. Richmond, its successors or assigns, will not seek building permits or initiate construction activity on lots 14, 15, and 16 until Richmond provides the City proof of an agreement, settlement, or a final court order resolving the Easement Dispute, at which point Richmond's decision to proceed will be subject to its sole discretion.

7. If the Easement Dispute is resolved in favor of Richmond via an agreement, settlement, final court order, or decision by the owners of the Xin Property not to pursue their claim involving the Easement Dispute, the City will promptly finalize and record the dedication of Tracts C and E, and Richmond will proceed with obtaining building permit approval for homes on lots 14, 15, and 16 at its sole discretion.

8. If the Easement Dispute is resolved in favor of the owners of the Xin Property via an agreement, settlement, final court order, or decision by Richmond to restore the historic Driveway Easement, Richmond will promptly remove all obstructions in the Driveway Easement and seek approval from the City for any plat revisions or permit approvals necessary to restore the Driveway Easement and provide adequate alternative stormwater facilities to the subdivision.

9. Richmond, its successors, assigns, employees and agents, agree to defend, pay and save harmless the City, its officers, employees, and agents from any and all claims, including costs, expenses and attorney's fees incurred in investigation and defense of said claims whether real or imaginary which may be made by the owners of Lots 1 and 2 related to the Easement Dispute.

[INTENTIONAL PAGE BREAK]

10. This agreement constitutes the entire agreement and understanding of the undersigned Parties with respect to this Agreement.

**Richmond:**

Richmond American Homes of Washington, Inc., a Colorado corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**City:**

City of Des Moines, Washington

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

At the direction of the Des Moines City Council taken at an open public meeting on \_\_\_\_\_,

ATTACHMENT 1

ACCESS EASEMENT FOR TRACT C AND TRACT E

When Recorded Return to:  
 City of Des Moines  
 Planning, Building and Public Works  
 21630 11th Avenue South, Suite D  
 Des Moines, WA 98198  
 Attn: \_\_\_\_\_

### ACCESS EASEMENT

|                             |                                                                                    |
|-----------------------------|------------------------------------------------------------------------------------|
| Grantor:                    | Richmond American Homes of Washington, Inc.                                        |
| Grantee:                    | City of Des Moines                                                                 |
| Abbrev. Legal Description:  | Tract C, PUD # _____, recording # _____<br>Tract E, PUD # _____, recording # _____ |
| Assessor's Tax Parcel ID #: | _____<br>_____                                                                     |

This Access Easement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between Richmond American Homes of Washington, Inc., a Colorado corporation ("Richmond"), and the City of Des Moines, a Washington municipal corporation, ("City").

### Recitals

- A. Richmond owns Tract C, City of Des Moines Planned Unit Development Number \_\_\_\_\_ recorded on \_\_\_\_\_, 2016 at Recording Number \_\_\_\_\_, Records of King County ("Tract C") which is a part of the Blueberry Lane Planned Unit Development subdivision ("Subdivision").
- B. Richmond also owns Tract E, City of Des Moines Planned Unit Development Number \_\_\_\_\_ recorded on \_\_\_\_\_, 2016 at Recording Number \_\_\_\_\_, Records of King County ("Tract E") which is a part of the Blueberry Lane Planned Unit Development subdivision ("Subdivision").
- C. Tract C is being developed as a combined stormwater detention/wetland facility with detention storage and treatment storage (collectively "Facility") to serve the southerly portion of the Subdivision. Tract E is a critical area tract.

Until such time as the City accepts dedication of Tract C and Tract E, the City desires access to periodically inspect these areas.

### Agreements

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Richmond hereby grants and conveys to the City an easement for ingress, egress and access upon, over and across Tract C and Tract E for the purpose of conducting inspections of the Facility and the critical area tract. City, its employees, agents and contractors shall have the right to enter upon Tract C and Tract E with the necessary equipment for the purpose of conducting such inspections. City shall cause its inspections to be done so as to minimize adverse impacts to Tract C and Tract E, and City shall repair any damage to Tract C or Tract E arising from City's exercise of its rights under this Agreement by restoring such property to a condition as good as its condition immediately prior to City's use pursuant to this Agreement.

2. Notice. City acknowledges and agrees that any access or entry upon Tract C or Tract E shall be upon not less than one (1) business day's but in no event less than 24 hours' prior telephonic or written notice to Richmond. Richmond shall have the right to accompany City and/or its authorized representatives when City and/or its authorized representatives are on Tract C or Tract E. Any notice which may be given in writing to Richmond shall be at the following address (or such other address for Richmond, its successors or assigns that is provided to City by Richmond in writing): Richmond American Homes of Washington, 310 29<sup>th</sup> Street N.E., Suite 200, Puyallup, Washington 98372, Attn: Barney Skochdopole. Any notice which may be given telephonically or via email to Richmond shall be at 253-693-4731 or barney.skochdopole@MDCH.com or such other email addresses or telephone number(s) provided to City by Richmond in writing.

3. Indemnification. Except to the extent resulting from the gross negligence of Richmond, its employees, agents, contractors and invitees, City shall defend, indemnify and hold Richmond harmless from any and all costs, claims or liability arising from City's use of Tract C and Tract E and exercise of the rights granted herein. City shall defend Richmond against any such costs, claims or liability at City's expense with counsel reasonably acceptable to Richmond, or, at Richmond's election, City shall reimburse Richmond for any legal fees or costs incurred by Richmond in connection with any such claim.

4. Compliance with Laws. City shall at all times exercise its rights under this Agreement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction.

5. Runs with Land. This Agreement and the easement, conditions and covenants herein contained shall be a covenant running with the land and shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

6. Choice of Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Washington.

7. Attorneys' Fees and Costs. In the event of any claim or dispute arising out of or in any way relating to this Agreement or its breach, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees.

8. Entire Agreement. This Agreement shall constitute the entire agreement between the parties and any prior oral understanding or representation of any kind preceding the date of this Agreement regarding the subject matter hereof shall not be binding upon either party except to the extent incorporated herein.

9. Amendment. This Agreement may be changed, modified or amended in whole or in part only by a written agreement executed by all parties hereto.

10. Counterparts. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument.

11. Term. This Agreement/Easement shall automatically terminate when the City accepts and records the statutory warranty deeds for Tract C and E.

EXECUTED as of the date first set forth above.

RICHMOND AMERICAN HOMES OF  
WASHINGTON, INC., a Colorado  
corporation

CITY OF DES MOINES, a municipal  
corporation of King County, Washington

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

At the direction of the Des Moines City  
Council taken at an open public meeting on  
\_\_\_\_\_.



ATTACHMENT 2

STATUTORY WARRANTY DEED AND TEMPORARY ACCESS EASEMENT  
TRACT F

When Recorded Return to:  
 City of Des Moines  
 Planning, Building and Public Works  
 21630 11th Avenue South, Suite D  
 Des Moines, WA 98198  
 Attn: \_\_\_\_\_

### STATUTORY WARRANTY DEED

|                             |                                             |
|-----------------------------|---------------------------------------------|
| Grantor:                    | Richmond American Homes of Washington, Inc. |
| Grantee:                    | City of Des Moines                          |
| Abbrev. Legal Description:  | Tract F, PUD # _____, recording # _____     |
| Assessor's Tax Parcel ID #: | _____                                       |

Richmond American Homes of Washington, Inc., a Colorado corporation ("Grantor"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, conveys and warrants to the CITY OF DES MOINES, a Washington municipal corporation ("Grantee"), for public right of way, the following described real estate located in King County, Washington:

Tract F, City of Des Moines Planned Unit Development Number \_\_\_\_\_  
 recorded on \_\_\_\_\_, 2016 at Recording Number \_\_\_\_\_, Records  
 of King County.

The property conveyed hereby is hereinafter referred to as "Tract F".

SUBJECT TO AND EXCEPTING all reservations, restrictions, covenants, easements and other matters of record.

Grantor expressly reserves out of the grant hereby made a temporary easement for vehicular ingress and egress over and across that portion of Tract F which is legally described in Exhibit A and depicted in Exhibit B attached hereto (the "Temporary Access Easement") for the benefit of Lots 1 and 2 of King County Short Plat No. 779007 recorded January 30 1980 under Recording Number 8001300558, Records of King County, Washington. The

Temporary Access Easement shall automatically terminate when a public road connecting said Lots 1 and 2 of King County Short Plat No. 779007 with South 196th Place has been constructed within Tract F and such public road has been opened to the public.

DATED: \_\_\_\_\_, 2016.

GRANTOR:

RICHMOND AMERICAN HOMES OF  
WASHINGTON, INC., a Colorado corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of RICHMOND AMERICAN HOMES OF WASHINGTON, INC., a Colorado corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
residing at \_\_\_\_\_  
Print name: \_\_\_\_\_  
Commission expires: \_\_\_\_\_

EXHIBIT A

LEGAL DESCRIPTION OF TEMPORARY ACCESS EASEMENT

## EXHIBIT A

### TEMPORARY 15' INGRESS AND EGRESS EASEMENT

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 22 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, CITY OF DES MOINES, KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SHORT PLAT FILED UNDER RECORDING NUMBER 198001300558, RECORDS OF KING COUNTY AUDITOR;  
 THENCE SOUTH 87°25'40" EAST ALONG THE SOUTH LINE OF SAID SHORT PLAT, 12.93 FEET TO THE **TRUE POINT OF BEGINNING**;  
 THENCE CONTINUING SOUTH 87°25'40" EAST ALONG SAID SOUTH LINE 15.52 FEET;  
 THENCE SOUTH 17°28'15" WEST 65.76 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST FROM WHENCE THE RADIAL CENTER BEARS NORTH 28°32'31" EAST 1270.00 FEET DISTANT;  
 THENCE ALONG THE ARC OF SAID CURVE 15.30 FEET THROUGH A CENTRAL ANGLE OF 00°41'25';  
 THENCE NORTH 17°28'15" EAST 58.74 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 934 SQ. FT., MORE OR LESS.



EXHIBIT B

DEPICTION OF TEMPORARY ACCESS EASEMENT

**C.E.S. NW INC.**

CIVIL ENGINEERING &amp; SURVEYING

310 - 29TH ST. NE, SUITE  
101 PUYALLUP, WA 98372Bus: (253) 848-4282  
Fax: (253) 848-4278**15' INGRESS & EGRESS EASEMENT**

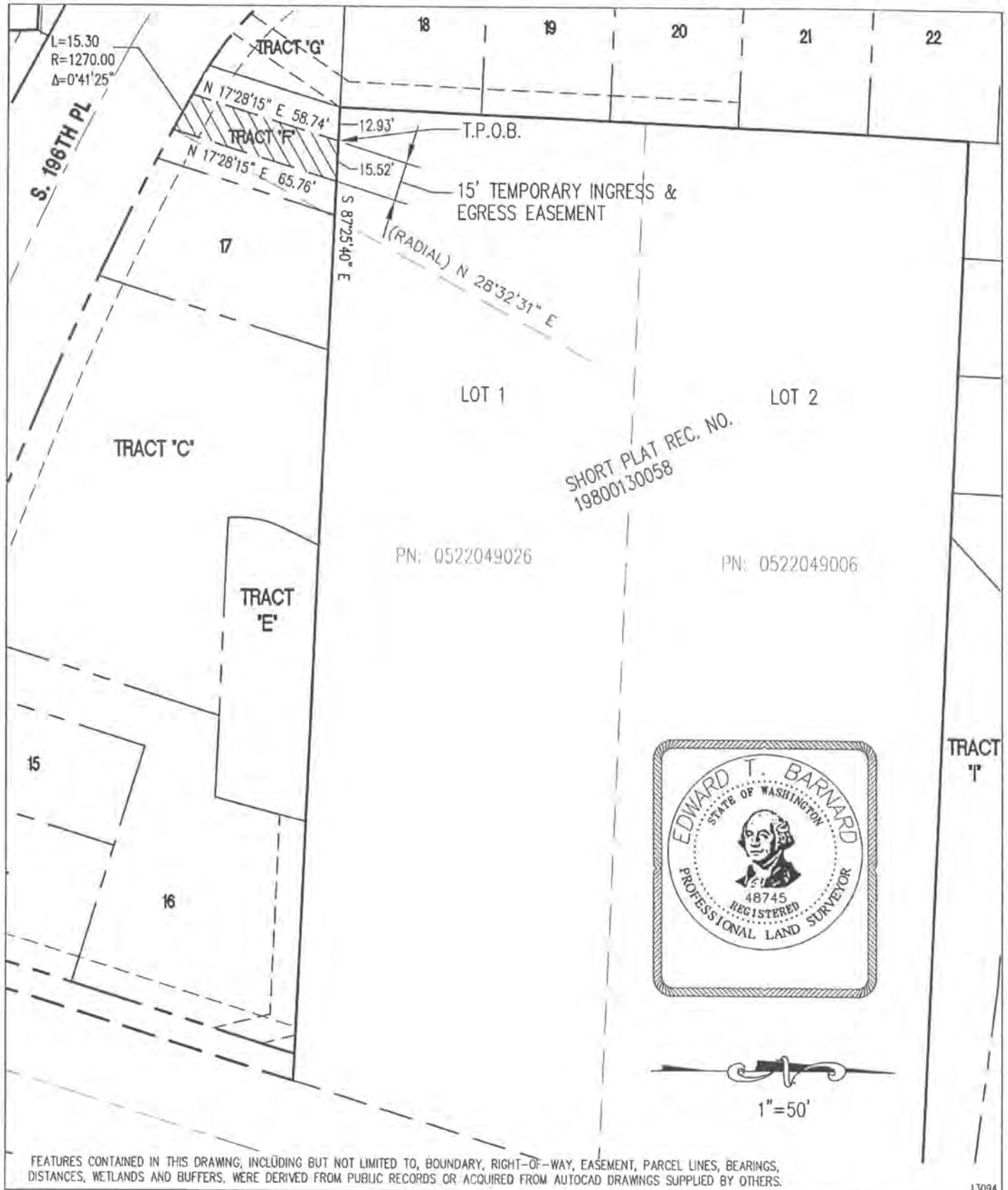
BLUEBERRY LANE PUD

**RICHMOND**  
AMERICAN HOMESWASHINGTON  
310 29th St NE, Suite 200  
Puyallup, WA 98372 (253) 448-7277

EXHIBIT

**B**

02/29/16



13094

## RESOLUTION NO. 1023

A RESOLUTION OF THE CITY OF DES MOINES, WASHINGTON approving the preliminary Blueberry Lane Planned Unit Development subdivision (hereinafter, Blueberry Lane), subject to conditions specified herein.

WHEREAS, PBC, Inc. and Richard Williams (hereinafter, the applicant), the owners of the real property in the City of Des Moines, filed an application on April 22, 2005 for a preliminary PUD subdivision, and

WHEREAS, Development Services Division issued a notice of incomplete application on May 6, 2005, and

WHEREAS, Development Services Division determined that the application met the procedural submittal requirements on May 17, 2005 and subsequently issued a notice of complete application, and

WHEREAS, Blueberry Lane is located on property within the RS-7200 zone, and

WHEREAS, Planned Unit Developments are authorized in all single family residential zones, and

WHEREAS, Planned Unit Developments provide opportunities for unique and innovative development designs not able to be accomplished under traditional subdivision requirements, and

WHEREAS, an environmental checklist for Blueberry Lane was submitted to the City of Des Moines and was reviewed by the SEPA responsible official for the City of Des Moines, and

WHEREAS, the SEPA official determined that significant and adverse environmental impacts could occur and subsequently issued a Mitigated Determination of Non-Significance for the proposed Blueberry Lane project, and

WHEREAS, the environmental documents have been available for review with the Blueberry Lane application during the review process, and

WHEREAS, the Des Moines Planning Agency reviewed the Blueberry Lane at its regular meeting on October 2, 2006, and

WHEREAS, the Des Moines Planning Agency, after review of the Blueberry Lane at a public meeting and consideration of the recommendations by administration, recommended approval of the application subject to specific conditions, and

WHEREAS, the City Council, in a public hearing on October 26, 2006, November 6, 2006, November 30, 2006, and December 14, 2006, considered the Blueberry Lane Planned Unit Development Subdivision, the environmental documents, recommendations from the Planning Agency, and recommendations from administration; now therefore,

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

Sec. 1. Findings of fact. The findings of fact set forth in Exhibit 1, attached hereto and incorporated by this reference, are adopted in full by the City Council in support of its decision to approve the Blueberry Lane project subject to specific conditions.

Sec. 2. Decision criteria. The criteria used in making the decision are those required by DMMC 17.16.130 and chapter 18.52

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DMMC. The City Council finds that Blueberry Lane is in compliance with the required criteria, as set forth in the findings of fact in Exhibit 1, adopted above.

**Sec 3. Approved Deviations.** Consistent with the provisions of DMMC 17.36.010 and 18.52.100 the following deviations to the subdivision code and zoning code are approved:

**Subdivision Layout and Design Deviations (DMMC 17.36)**

(1) Lots 9, 15, 16, 18, 19, 27, 28, 29, 30, 31, 34, 37, 38, 39, 40, 41, 42, 43, 45, 46, 47, 48, 49, 50, 52, and 59 shall not be required to meet the lot depth to width ratio as specified in DMMC 17.36.020(2), and

(2) Corner lots shall not be required to be 5 feet wider than the 60 foot width established by the underlying zoning as specified in DMMC 17.36.020(5), and

(3) Two alleys shall be authorized to be built to private street standards and shall be allowed to serve more than four lots deviating from the provisions of DMMC 17.36.040 and DMMC 17.36.050. Alley 1 shall serve 12 lots and Alley 2 shall serve 5 lots.

**Zoning Code Deviations (DMMC 18.08 and DMMC 18.52)**

(1) Except for lot 43 all lots shall be less than the minimum lot area of 7,200 square feet specified in DMMC 18.08.030. The average lot size within the PUD shall be 4,065 square feet, and

(2) Except lots 9, 35, 36, 43, 44, 51, and 60 the minimum lot width specified in DMMC 18.08.050 shall be reduced from sixty (60) feet to a minimum of forty (40) feet for all lots, and

(3) Except lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 34 the minimum front yard setback specified in DMMC 18.08.060 shall be reduced from twenty (20) feet to ten (10) feet for all lots, and

(4) The minimum side yard setback specified in DMMC 18.08.070 shall be five (5) for all side yards except as otherwise stated in the following:

(a) For the common side yards between lots 45/46, 47/48, and 50/49, the side yard setback shall be zero (0) feet and the remaining side yards within these lots shall be five (5) feet, and

(b) For lots 1, 43, 44, 51, 52, 59, and 61, the side yard along the perimeter of the planned unit development shall be ten (10) feet and the remaining side yard shall be five (5) feet, and

(c) For lot 10, the side yard setback along Tract E shall be ten (10) feet and the remaining side yard shall be five (5) feet, and

(d) For lots 9 and 19, the side yard along the perimeter shall be fifteen (15) feet and the remaining side yard shall be five (5) feet, and

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(5) The minimum rear yard setback specified in DMMC 18.08.075 shall be reduced from twenty (20) feet to ten (10) feet for all lots except for lots 20, 21, 22, 23, 24, 27, 28, and 29 which shall be fifteen 15 feet, and

(6) The following planned unit development perimeter yard areas specified in DMMC 18.52.100(2) shall be established as follows:

(a) For lots along Des Moines Memorial Drive (Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9) the required twenty (20) feet perimeter yard area shall not be modified or reduced, and

(b) For lots 1, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, and 61 the required twenty (20) foot perimeter yard area shall be modified and reduced to ten (10) feet, and

(c) For the lot adjacent to South 194<sup>th</sup> Street (Lot 34) the required twenty (20) feet perimeter yard area shall not be modified or reduced, and

(d) For lots 9, 19, 20, 21, 22, 23, 24, 27, 28, and 29 the required twenty (20) foot perimeter yard area shall be modified and reduced to fifteen (15) feet.

**Sec. 4. Approval subject to conditions.** Blueberry Lane is approved subject to the following conditions and modifications:

(1) The applicant shall comply with the Environmental Mitigation Agreement dated July, 20, 2006.

(2) All driveways shall be a minimum of sixteen (16) feet except for alley loaded driveways which can be either ten (10) feet or greater than or equal to sixteen (16) feet, and

(3) The applicant shall submit a complete landscaping plan consistent with the conceptual landscaping plan provided as attachment 32 of staff's October 26, 2006 City Council Packet, and

(4) The applicant shall pay the required park in lieu fee in the amount to be determined at the time of the applicant files for final plat approval. The fee will be based on an appraisal submitted by the applicant for the value of land and the square footage development rate at the time of final plat. The fee shall be paid prior to recording of the final plat.

(5) The applicant shall place playground equipment of his choice at a location of his choice to be installed by the time the landscaping is installed for use by the owners of lots 1 through 67 inclusive. On-going use, repair, maintenance and possible replacement of these improvements shall be determined by the owners of lots 1 through 67 inclusive, and

(6) The applicant shall pay the substitute wetland mitigation fee in the amount of \$155,480.00 in the base month of October 2006. This fee shall be adjusted quarterly for inflation until the fee is paid by the applicant. The fee shall be paid prior to City Council review of the final plat, and

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(7) The applicant shall submit to the City the statutory warrant deed required to convey surface water detention tract to the City of Des Moines prior to City Council review of the final, and

(8) Tracts B, D, G, H, and K shall be owned and maintained by owners of lots 1 through 67 inclusive as equal undivided common interest, and

(9) Tract A shall be owned and maintained by the owners of lots 1 through 6 inclusive and 12 through 17 inclusive as an equal undivided common interest, and

(10) Tract C shall be owned and maintained by the owners of lots 7 through 11 inclusive as an equal undivided common interest, and

(11) Tract F shall be owned and maintained by the owners of lots 18 and 19 as an equal undivided common interest; except, that the applicant shall record a covenant which establishes that the City will act as the attorney in-fact for the future dedication of Tract F to the City of Des Moines as public ROW at the time Lot 1 & 2 of KCSP 779007 redevelops upon demand of the City of Des Moines, and

(12) All of the roof drain systems will be a private system owned in common by the owners of lots 1 through 67 inclusive, who will share equal responsible for all maintenance, repair, and future replacement of the system.

**Sec. 5. Approved preliminary planned unit development plat map.** The Preliminary Planned Unit Development Subdivision in Exhibit 2, attached hereto and incorporated by this reference, is adopted in full by the City Council.

**Sec. 6. Compliance with other law.** Nothing in this resolution shall be construed as excusing the applicant from compliance with all federal, state, or local statutes, ordinances, or regulations applicable to this subdivision other than as expressly set forth herein.

**Sec. 7. Resolution attached to approval documents.** A certified copy of this resolution, along with the herein referenced findings of fact and preliminary plat, shall be attached to and become a part of the evidence of the approval of said preliminary Planned Unit Development subdivision to be delivered to the applicant.

**Sec. 8. Distribution of resolution following council action.** Certified or conformed copies of this resolution shall be delivered to the following:

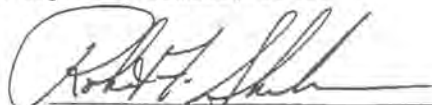
- (1) City of Des Moines Planning, Building and Public Works Department;
- (2) South King Fire and Rescue; and
- (3) City Clerk of the City of Des Moines.

**Sec 9. Distribution of resolution by Planning Official.** Within five days following adoption of this resolution, the Planning Official shall distribute the resolution to the applicant, and to each person who submitted timely written or oral testimony to the City Council for inclusion in the record.

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**Sec. 10. Reconsideration.** A request to reconsider this decision of the City Council may be made by the applicant, or by any person who submitted timely written or oral testimony to the City Council for inclusion in the record. The request for reconsideration, in the form of a letter, shall be delivered to the Planning, Building, and Public Works department within 10 days following the date of adoption of this resolution. The request shall contain a clear reference to the preliminary subdivision to be reconsidered and a statement of the specific factual findings or conclusions of the City Council disputed by the person filing the request for reconsideration. The City Council shall reconsider a decision if the council finds that an error of fact, law, or procedure that is more likely than not to affect the outcome of the decision has been made; or if the person requesting reconsideration is seeking to enter previously unavailable information that is more likely than not to affect the outcome of the decision. The request for reconsideration shall be processed in conformance with City Council rules of procedure, Chapter 4.12 DMMC.

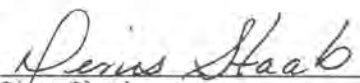
ADOPTED BY the City Council of the City of Des Moines, Washington this 14th day of December, 2006 and signed in authentication thereof this 14th day of December, 2006.

  
MAYOR

APPROVED AS TO FORM:

  
City Attorney

ATTEST:

  
City Clerk

## FINDINGS OF FACT

## RESOLUTION NO.1023, EXHIBIT 1

December 14, 2005

The Des Moines City Council, upon review of an application requesting approval of a preliminary Planned Unit Development PUD subdivision allowing for the subdivision of 67 single residential lots and in consideration of information communicated during a public hearing hereby finds:

## (A) Subdivision

1. Except where otherwise stated herein, the proposed plat is consistent with the applicable provisions of the comprehensive plan, zoning code, and other City policies and regulations.
  - a. The developer has submitted the requisite permit applications for a preliminary plat utilizing the provisions of a PUD subdivision codified in Chapter 17.16 and 18.52 of the Des Moines Municipal Code.
  - b. The application specifically requests to divide 11.61 acres of underdeveloped land into 67 lots for single-family residential use.
  - c. The zoning for the property is RS-7200
  - d. PUD's are authorized in all single family residential zoned areas.
  - e. The Preferred Land Use Map for the Des Moines Comprehensive Plan indicates the subject property as preferred for single-family development.
  - f. The Des Moines Planning, Building, and Public Works Department issued a written notice of complete application on May 17, 2005 providing official notice that the application met the procedural submittal requirements established by the City.
  - g. The SEPA Official and the Des Moines Planning, Building, and Public Works Department issued a notice of preliminary PUD subdivision application on January 10, 2006
  - h. A MDNS was issued in accordance with WAC 197-11-350 and DMMC 16.04.110 on July 20, 2006.
  - i. A public comment period for the MDNS was provided from February July 20, 2006 to August 4, 2006 for the SEPA determination.
  - j. The Des Moines Planning Agency met on October 2, 2006 to discuss Blueberry Lane. There were no public comments at the meeting. The Planning Agency recommended that the Council approve the preliminary modified subdivision as originally recommended by administration. The Planning Agency voted 4-0 in support of this recommendation.

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Exhibit 1

- k. The Des Moines Planning, Building, and Public Works Department provided a notice of public hearing on October 5, 2006 and provided additional public comment period from October 5, 2006 to October 26, 2006.
- l. At the October 26, 2006, November 9, 2006, and November 30, 2006 public hearing, an opportunity to receive public comment was afforded to that applicant and interested citizens regarding the proposed modified subdivision.
2. There are adequate provisions for drainage ways, rights-of-way, sidewalks, easements, water supplies, sanitary waste, fire protection, power service, parks, playgrounds and schools. These provisions include:
  - a. The City has reviewed the Blueberry Plan PUD Traffic Analysis prepared by JTE, Inc. dated March 31, 2005; the Blueberry Plan PUD Revised Traffic Analysis prepared by JTE, Inc. dated December 18, 2005; and the Blueberry Lane PUD Addendum Letter prepared by JTE, Inc. dated May 18, 2006.
  - b. The subdivision is served by the development of 5 new public rights-of-way, consistent with City requirements.
  - c. The road layout provides connections to South 194<sup>th</sup> Street, South 197<sup>th</sup> Street and Des Moines Memorial Drive.
  - d. Future connections will be provided for on the south western corner of the project site. This connection is a vacant developable property to the south which will provide for future development of that property.
  - e. The site has 499.17 feet of frontage on Des Moines Memorial Drive, and 103.36 feet of frontage on South 194<sup>th</sup> Street.
  - f. The applicant is required to construct frontage improvements along the frontages to the City of SeaTac Standards.
  - g. The applicant is required to dedicate 10' of property to the City of SeaTac for public right-of-way use along Des Moines Memorial Drive.
  - h. The City has reviewed a Technical Information Report prepared by Sound Engineering dated April 2005 and revised December 2005.
  - i. The proposed surface water detention pond is consistent with the 2005 King County Surface Water Design Manual.
  - j. All electrical and communication systems shall be installed underground by the applicant. Existing above-ground electrical and communication systems

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 Exhibit 1

located in all rights-of-way adjoining the proposed subdivision and extending from the subdivision to the nearest utility pole also shall be undergrounded.

- k. New fire hydrants within the subdivision will be installed in the approximate location as shown on the Preliminary PUD plans. Installation of the new fire hydrant will be done concurrently with the installation of the required right-of-way improvements.
- l. All sewer, water, or surface water utilities will be within the ROW or contained within the appropriate easement.
- m. The applicant is required to make a payment in lieu of park dedication.
- 3. The proposed plat design will serve the public use and interest and is consistent with the public health, safety, and welfare.
  - a. Staff reviewed the proposal and coordinated with the neighboring jurisdiction of SeaTac, the Washington State Department of Transportation (WSDOT), and the Port of Seattle.
  - b. Copies of the site plan were provided to the City of SeaTac during the review of the preliminary PUD since the City of Des Moines jurisdictional boundaries end on the western side of Des Moines Memorial Drive and the southern side of South 194<sup>th</sup> Street. On February 3, 2006, the City of Des Moines received a letter from the City of SeaTac's Engineering Department which concurred with the proposed intersection of 11<sup>th</sup> Place South and South 194<sup>th</sup> Street and the intersection of South 197<sup>th</sup> Street and Des Moines Memorial Drive
  - c. In order to coordinate development with the SR-509 project the project was designed to ensure that the proposed PUD will meet the City's requirements independent of the status of the actual construction of the SR-509 project.
  - d. The area that is proposed for the future SR-509 ROW is labeled as Tract L and labeled as area to be obtained by WSDOT under King County Court Number 05-2-39263-1 KNT as requested by WSDOT.
  - e. After consultation with the Federal Aviation Administration and review of WSDOT's SR-509 proposal, the Port of Seattle decided not to pursue acquisition of the portion of Blueberry Lane within the ATZ.
  - f. The Part 150 study prepared by the Port of Seattle indicates that areas with noise levels typical within southern ATZ for the 3<sup>rd</sup> runway can be utilized for single family residences with

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 Exhibit 1

appropriate construction methods to reduce the noise level within the buildings.

- g. As part of the City's MDNS the applicant will be required to use the City prescribed sound control measures and utilize sound transmission control (STC) 44 windows instead of the traditional STC 38 windows.

(B) Planned Unit Development (PUD)

- 1. DMMC § 18.52.100 allows for the reduction in lot width and lot size requirements for PUD subdivisions as long as the density within the PUD subdivision does not exceed density for the net development for the underlying zone.

- 2. DMMC § 18.52.100(5) defines net development as the area remaining after subtracting the area set aside for churches, schools, or commercial use from the total development area.

- 3. Blueberry Lane is better than a traditional subdivision by applying a more creative approach which will result in a more efficient, aesthetic, and desirable community while at the same time maintaining the same population density and area coverage permitted in the zone in which the project is located.

- a. The maximum density allowable is established by DMMC 18.52.100(5). The maximum number of dwelling units (DU) for the site is equal to:

Net Development Area/Minimum Lot Size = Maximum Number of Dwelling Units.

505,732/ 7,200 = Maximum DU

70 = Maximum DU.

- b. The subdivision will result in the creation of 67 lots for single family residence and the maximum density allowed under PUD subdivision would be 70 lots.
- c. The applicant is required to plant street trees adjacent to the sidewalk on the internal street. Street trees, landscape strips, and open space tract maintenance and upkeep shall be the responsibility of Homeowners Association.
- d. Design of infrastructure improvements has been done in such a manner as to enhance the community not just on a functional level but on a visual level. Instead of a standard stormwater pond; a stormwater wetland will be constructed adjacent to an existing wetland which will enhance the natural feel and look of the community.
- e. The street pavement has been widened to provide on street parking without blocking the two standard size travel lanes.

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f. The project has been designed with varying lot sizes and housing types in order to provide housing for multiple income groups and to provide visual interest.

4. Deviations to the street standards are authorized by DMMC 18.52.100 and DMMC 17.36.010.

5. The applicant will incorporate pedestrian amenities in the PUD that are not normally found in a standard subdivision. These amenities include:

a. An increased relationship between the public and private realms through the placement of the homes in close proximity to the sidewalk.

b. Visual impact of the automobile has been de-emphasized through the use of alley lot homes and street-facing garages located back behind front porches.

c. Bulb-outs at all intersections have been installed to reduce the amount of area dedicated to traffic a pedestrian crosses and acts as a traffic calming measure by visually reducing the road width without reducing the size of the travel lane.

d. Tracts of open space have been strategically placed through the PUD to provide areas for pedestrians to engage in recreational opportunities. Approximately 356 square feet per home or over ½ acre of open passive recreation area was provided as part of the PUD.

e. Aesthetic design guidelines were established as part of the MDNS.

f. The applicant will develop a full landscaping plan for the lots, open spaces, and ROWs to enhance the pedestrian quality of the PUD and provide for continuity of design for the entire project.

(C) WETLAND "A"

1. The City has reviewed a wetland delineation report prepared by Sewall Wetland Consulting, Inc. (formerly B-12 Wetland Consulting, Inc.) dated April 1, 2005.

2. Wetland "A" is an isolated 35,367 square foot scrub-shrub wetland. Vegetation within Wetland A consists mainly of Pacific Willow, red alder, horsetail, soft rush, and sedge. However, only 1,061 square feet of the wetland is located on the project site.

3. Wetland "A" is classified as an important wetland, due to its size (less than 1 acre), presence of two vegetative classes, and the fact that it is not located in a stream corridor.

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4. Pursuant to DMMC § 18.86.070 "Important" wetlands require a 35 foot buffer measured from the wetland edge.
5. Alteration of the wetland occurred approximately in 1922 when the driveway was installed for the home build on the adjacent lot (Tax Parcel 0522049006).
6. A 9,892 square foot environment tract will be established to act as buffer for the wetland located offsite on Tax Parcels 0522049026 and 0522049006

(D) WETLAND "B"

1. The City has reviewed a wetland delineation report prepared by Sewall Wetland Consulting, Inc. (formerly B-12 Wetland Consulting, Inc.) April 1, 2005.
2. Wetland "B" is an isolated 3,275 square foot scrub-shrub wetland. Vegetation within the Wetland B consists mainly of one Pacific Willow, red alder, red-osier dogwood, Japanese knotweed, creeping buttercup, Himalayan blackberry, evergreen blackberry, trailing, blackberry, reed canary grass, and tansy ragwort.
3. Wetland "B" consists mainly of invasive species and the wetland was originally part of Wetland A that was fragmented by the development of the driveway.
4. Wetland "B" is classified as an important wetland, due to its size (less than 1 acre), presence of two vegetative classes, and the fact that it is not located in a stream corridor.
5. Pursuant to DMMC § 18.86.070 "Important" wetlands require a 35 foot buffer measured from the wetland edge.
6. Fragmentation of the wetland occurred as early as 1922 when the existing home was built on the adjacent lot (Tax Parcel 0522049006).
7. A home and barn exist on the subject property that was constructed in 1925 and renovated in 1985.
8. The wetland has historically been used as a pasture for farm animals

(E) WETLAND "C"

1. The City has reviewed a wetland delineation report prepared by Sewall Wetland Consulting, Inc. (formerly B-12 Wetland Consulting, Inc.) dated April 1, 2005.
2. Wetland "C" is the remnant of a wetland that was historically located on the adjacent lots (Tax Parcels: 0246000146 and 0246000145). Vegetation within the Wetland C consists mainly of Pacific willow, Sitka willow, Scouler's willow, red alder, Japanese knotweed, and creeping buttercup. Wetland C consists mainly of invasive species

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 Exhibit 1

3. Wetland "C" is classified as an important wetland, due to its size (less than 1 acre), presence of two vegetative classes, and the fact that it is not located in a stream corridor.
4. Pursuant to DMMC § 18.86.070 "Important" wetlands require a 35 foot buffer measured from the wetland edge.
5. Wetland "C" was originally part of Wetland "A" fragmented by a historic re-grade in order to develop a driveway for the home located on the project site (Tax Parcel 0522049005). According to the King County Assessor's website the home was constructed in 1928.
6. The remaining portion of the wetland is part of a historically filled wetland located on the adjacent site (Tax Parcel 0246000146). According to the King County Assessor's website the home was constructed in 1955.
7. A portion of the wetland located in the proposed SR-509 ROW will be filled during the construction of SR-509.

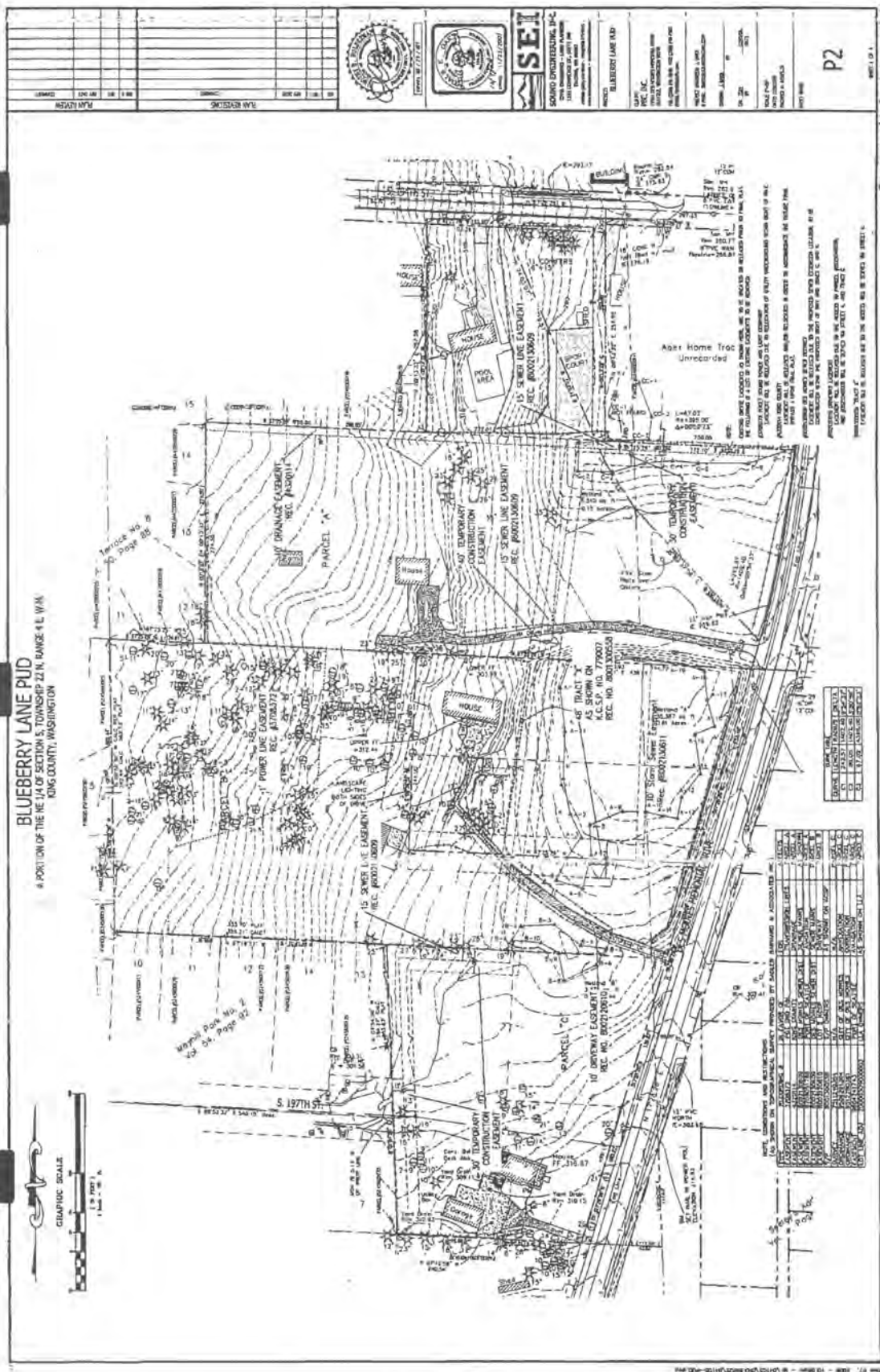
(F) SLOPES

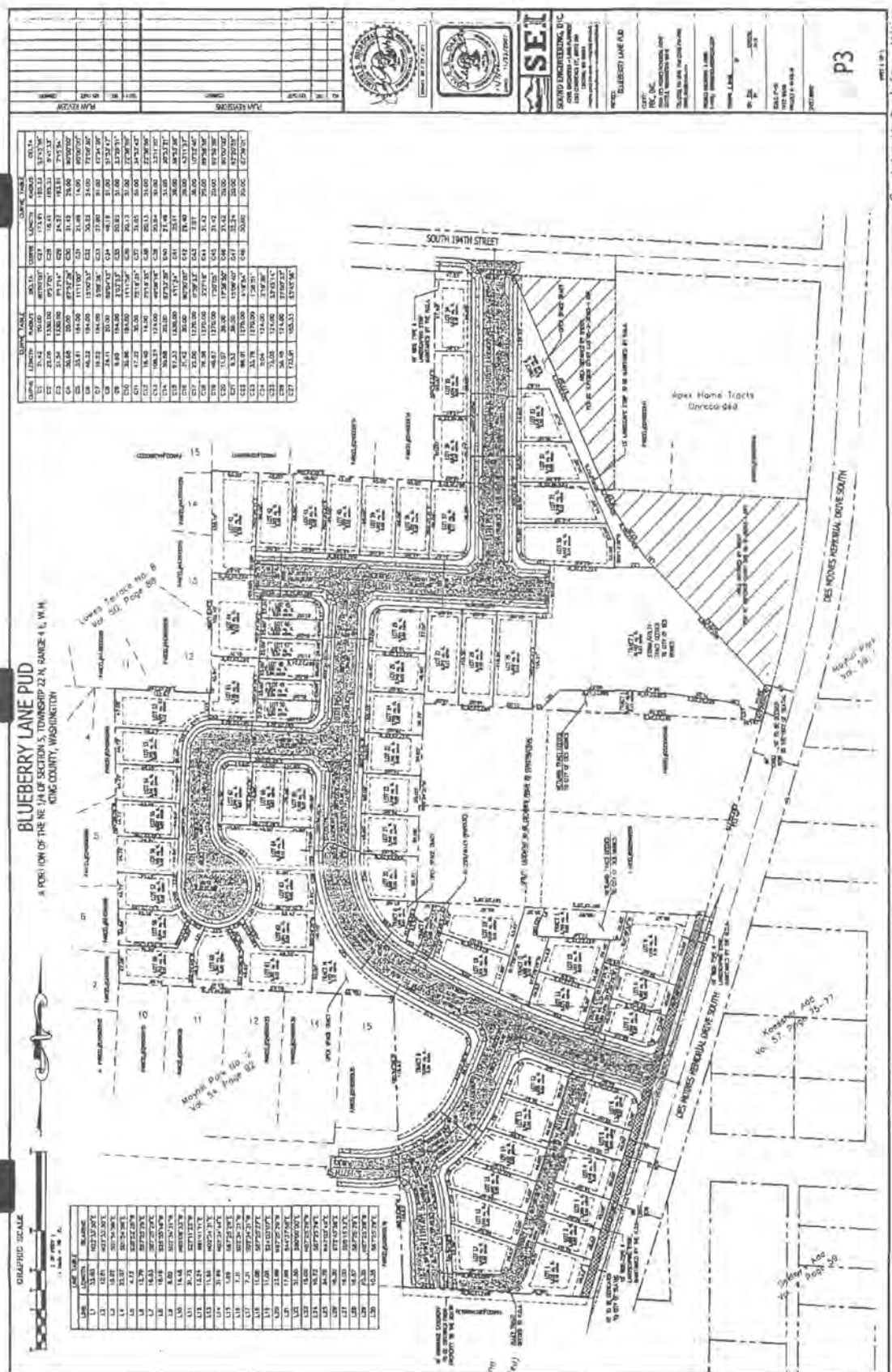
1. The City has reviewed a geotechnical report prepared by GeoReources, LLC dated September 10, 2004.
2. DMMC 18.04.363 defines potential landslide hazard areas as those areas of the city subject to a severe risk of landslide. This site contains the combination of slopes greater than 15 percent; impermeable soils (usually silt and clay) frequently interbedded with granular permeable soils (usually sand and gravel); and springs or ground water seepage.
3. As a prescriptive method to protect these potential landslide hazard areas the City adopted slope disturbance allowances based on the percentage of the slope (DMMC § 18.86.077).
4. Lidar slope analysis reveals that:
  - i. 83.5% of the site has 0-15% slopes.
  - ii. 13% of the site has 15-25% slopes.
  - iii. 3.5% of the site has 25-40% slopes.
  - iv. 0% of the site has slopes greater than 40%.
5. Staff's slope analysis further reveals that 0.83 acres should be left undisturbed in order to comply with the prescriptive slope protection calculation established by DMMC § 18.86.077.
6. The geotechnical report did not classify the area as a landslide hazard due to the favorable soil conditions and the absence of groundwater or springs.

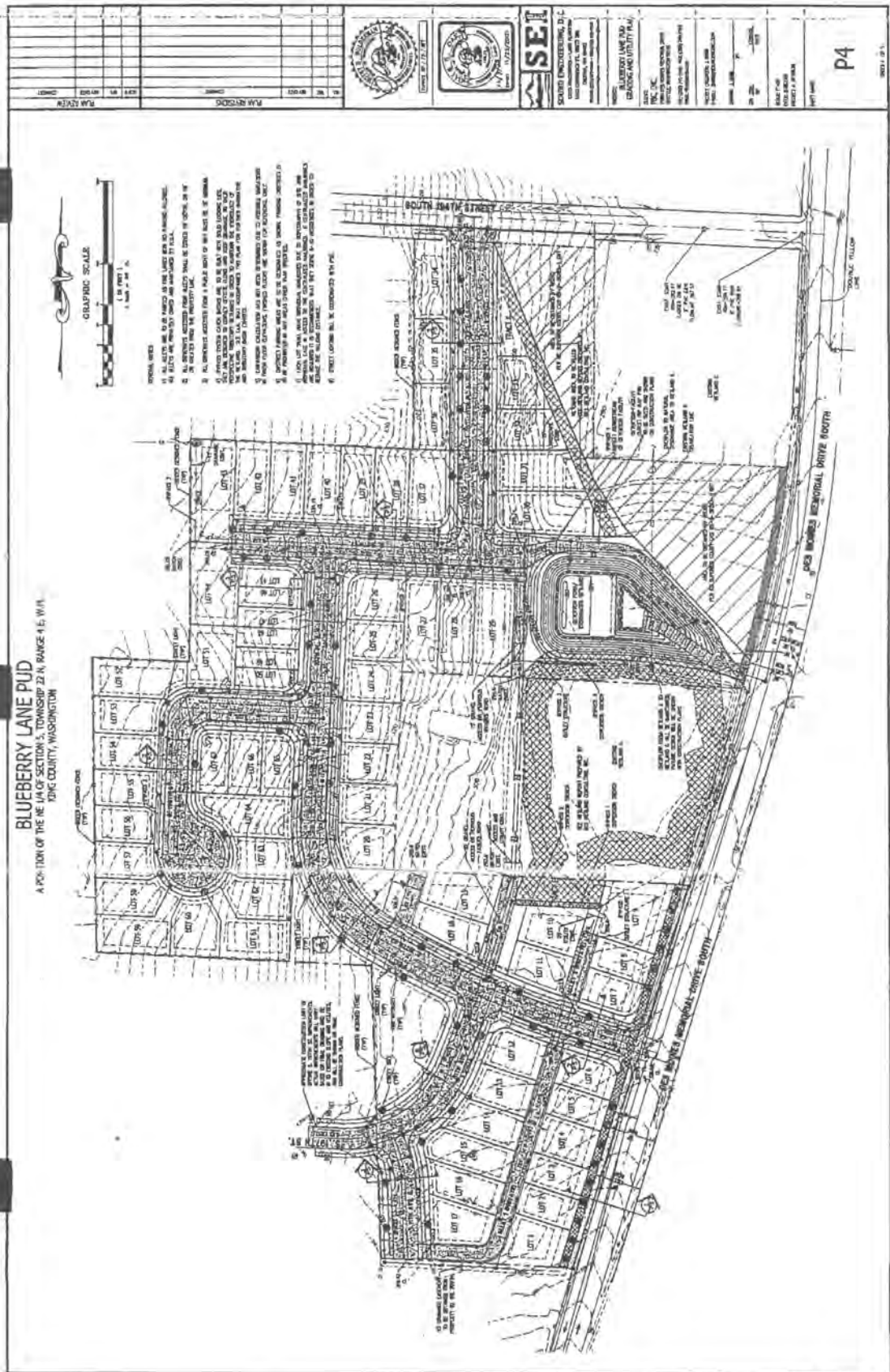
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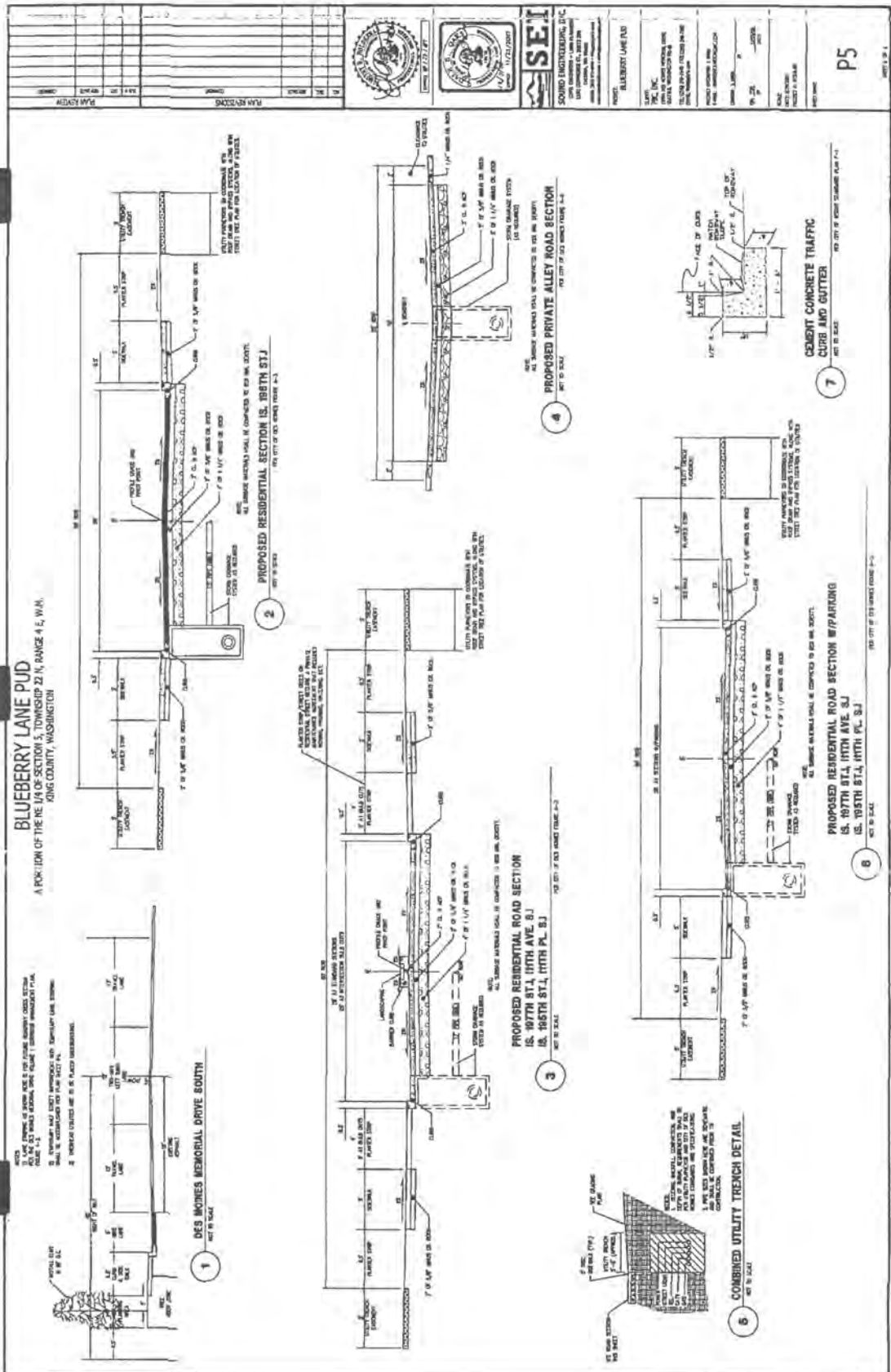
7. The report concluded that the grading will not significantly alter the existing contour of the land and does not pose a significant erosion hazard if an erosion control plan is implemented.
8. The site has been significantly altered by the past development of driveways, homes, barns, and pasture areas.
9. The project site is not considered a landslide hazard; therefore, the slope development exception is approved in order to allow the developer conduct a mass grade of the project site.











**RESOLUTION NO. 1246**

**A RESOLUTION OF THE CITY OF DES MOINES, WASHINGTON** approving the minor deviations to the preliminary Blueberry Lane Planned Unit Development (PUD) Subdivision subject to conditions specified herein.

**WHEREAS**, the City Council, in a public hearing on December 14, 2006, adopted Resolution No. 1023 thereby approving the Blueberry Lane PUD Subdivision, the environmental documents, and recommendations from the Planning Agency and Administration, and

**WHEREAS**, Civil Engineering & Surveying NW, on behalf of the Bank of Washington (hereinafter, the Applicant), and the owners of the real property in the City of Des Moines, filed an application for a Minor Deviation from the preliminary Blueberry Lane PUD Subdivision on November 19, 2013, and

**WHEREAS**, minor deviations to the preliminary plat are allowed in accordance with DMMC 17.16.190(3) and DMMC 17.16.230(2), and

**WHEREAS**, pursuant to DMMC 17.16.190(3), if consistency with the minor deviation criteria is not clear, the Planning, Building and Public Works Director or planning official shall request a determination from the City Council, and

**WHEREAS**, consideration of the minor deviation by City Council is a Type IV Land Use Action that is appealable to the Superior Court of King County, Washington as set forth in DMMC 18.94.300, and

**WHEREAS**, notice of the public meeting was provided to the Seattle Times on December 2, 2013 and a 15-day public comment period was provided, and

**WHEREAS**, the public meeting notice was mailed to residents and property owners within 300 feet of the property and a public information sign was posted at the site, and

**WHEREAS**, the Des Moines Planning, Building and Public Works staff reviewed the minor deviation request for the preliminary Blueberry Lane PUD Subdivision and provided comments and recommendations as set out in the Findings of Facts; now therefore,

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

**Sec. 1. Findings of Fact.** The Findings of Facts set forth in Exhibit 1, attached hereto and incorporated by this reference, are adopted in full by the City Council in support of its decision to approve the minor deviations to the Blueberry Lane project subject to specific conditions.

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**Sec. 2. Minor deviation decision criteria.** The criteria used in making the decision to approve the minor deviation presented by the Applicant are those required by DMMC 17.16.230(2). The City Council finds that the Blueberry Lane request for minor deviations are in compliance with the required criteria, as set forth in the Findings of Fact in Exhibit 1, adopted above.

**Sec 3. Approved Deviations.** Consistent with the provisions of DMMC 17.16.230(2) the following deviations to the preliminary Blueberry Lane PUD Subdivision are approved:

**Subdivision Layout and Design Deviations (Chapter 17.36 DMMC)**

(1) The overall number of lots has been reduced from 67 lots to 62 lots, and

(2) The alleys have been removed and affected lots have been reoriented along a realigned 11th Avenue South, and

(3) The townhome units have been removed, and

(4) The pedestrian path has been modified to shift the southern connection from Des Moines Memorial Drive to 11th Avenue South, and

(5) The residential design deviates from the following design guidelines stipulated in the SEPA Environmental Mitigation Agreement:

(a) Criteria 2.a. All front loaded garages shall be offset a minimum of 10 feet from the front of the building façade or 7 feet from the back of the porch;

(b) Criteria 2.e. Single family residential structures on interior lots will have windows that do not directly face the windows on the single family residential structure located on the adjacent lot;

(c) Criteria 2.g. All porches and stoops must have a permanent walkway which connects to the back of the public sidewalk, and

(6) The stormwater detention facility design has been revised from a one (1) pond tract (Tract J) to two (2) pond tracts (Tract C and Tract J) to better mitigate the stormwater

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flow and volume as it is released to offsite wetlands and better mimic pre-developed conditions, and

(7) The internal roadway network has been revised to provide a better transportation design with the re-designed connection to 197th, removal of an interim dead end at the south end of 11th Ave South, removal of some on-street parking, and removal of alleys.

**Sec. 4. Approval subject to conditions.** The minor deviations to the preliminary Blueberry Lane PUD Subdivision are approved subject to the following conditions and modifications:

(1) Except where otherwise stated herein, the Applicant shall comply with the conditions of preliminary plat approval established through Resolution No. 1023 adopted on December 14, 2006.

(2) A revised hydrology model for the revised stormwater detention pond is necessary to determine whether the area provided in Tract C is sufficient to meet the required flow control standard while maintaining the water elevation of Wetland A without the wetland being a closed depression.

(3) The Applicant shall make modification to the approved civil plans as determined necessary by the Planning, Building, and Public Works Director.

**Sec. 5. Compliance with other law.** Nothing in this Resolution shall be construed as excusing the Applicant from compliance with all federal, state, or local statutes, ordinances, or regulations applicable to this subdivision other than as expressly set forth herein.

**Sec. 6. Resolution attached to approval documents.** A certified copy of this Resolution, along with the herein referenced Findings of Facts and preliminary plat, shall be attached to and become a part of the evidence of the approval of said preliminary Planned Unit Development subdivision to be delivered to the Applicant.

**Sec. 7. Distribution of Resolution following Council action.** Certified or conformed copies of this Resolution shall be delivered to the following:

(1) City of Des Moines Planning, Building and Public Works Department;

(2) South King Fire and Rescue; and

Resolution No. 1246

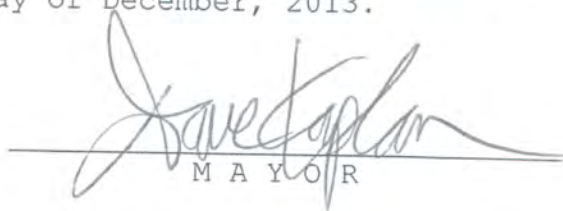
Page 4 of 4

(3) City Clerk of the City of Des Moines.

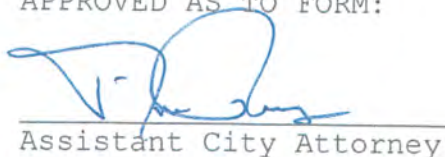
**Sec 8. Distribution of resolution by Planning, Building and Public Works Director.** Within five days following adoption of this Resolution, the planning official shall distribute the Resolution to the Applicant, and to each person who submitted timely written or oral testimony to the City Council for inclusion in the record.

**Sec. 9. Reconsideration.** A request to reconsider this decision of the City Council may be made by the Applicant, or by any person who submitted timely written or oral testimony to the City Council for inclusion in the record. The request for reconsideration, in the form of a letter, shall be delivered to the Planning, Building, and Public Works Department within 10 days following the date of adoption of this Resolution. The request shall contain a clear reference to the preliminary subdivision to be reconsidered and a statement of the specific factual findings or conclusions of the City Council disputed by the person filing the request for reconsideration. The City Council shall reconsider a decision if the Council finds that an error of fact, law, or procedure that is more likely than not to affect the outcome of the decision has been made; or if the person requesting reconsideration is seeking to enter previously unavailable information that is more likely than not to effect the outcome of the decision. The request for reconsideration shall be processed in conformance with City Council Rules of Procedure, chapter 4.12 DMMC.

**ADOPTED BY** the City Council of the City of Des Moines, Washington this 19th day of December, 2013 and signed in authentication thereof this 19th day of December, 2013.

  
MAYOR

APPROVED AS TO FORM:

  
Assistant City Attorney

ATTEST:

  
City Clerk

**FINDINGS OF FACTS AND CONCLUSIONS****RESOLUTION NO. 1246, EXHIBIT 1****December 19, 2013****FINDINGS OF FACT**

The Des Moines City Council, upon review of an application requesting minor deviations for the Blueberry Lane Preliminary Planned Unit Development (PUD) Subdivision and in consideration of the record presented to the City Council in the City Council Agenda, including but not limited to the Draft Resolution No. 13-272 (Attachment 1), the Preliminary Blueberry Lane PUD Subdivision (Attachment 2), the Environmental Mitigation Agreement (Attachment 3), Minor Deviation Request Submittal (Attachment 4), Surface Water Management Review Comments (Attachment 5), are referenced and incorporated hereto as though fully set out, the files and records of the City and information communicated to the Council during the public meeting held on December 19, 2013 hereby finds:

(1) On November 19, 2013, the City received a request for Minor Deviations (Attachment 4) from the approved preliminary plat of the Blueberry Lane PUD Subdivision.

(2) The Minor Deviation request is being requested pursuant to DMMC 17.16.190(3) and DMMC 17.16.230(2)

(3) The Applicant is seeking a minor deviation to the approved preliminary PUD under Des Moines Municipal Code 17.16.320(2). The proposed site plan associated with the deviation request complies, or will comply, with all provisions in the Agreement, with the exception of three design standards cited in section 2 of the Agreement.

(4) The application packet (Attachment 4) includes a project narrative describing the proposed deviations and how the Applicant feels the proposed deviations meet the criteria stipulated in DMMC 17.60.230(2). The Applicant states that the deviations are intended to improve the engineering design and affordability of the development, while still retaining the fundamental components of the PUD as summarized below:

(a) Reduce the number of proposed lots from 67 lots to 62 lots to reduce the road length and total impervious surface area by approximately two-thirds of an acre;

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Exhibit 1

(b) Eliminate alley-load units and townhome units to provide a more cohesive design theme and reduce inefficiencies associated with building only three townhomes;

(c) Deviate from the following design criteria 2.a., 2.e., and 2.g. as stipulated in the SEPA Environmental Mitigation Agreement:

(i) Criteria 2.a. All front loaded garages shall be offset a minimum of 10 feet from the front of the building façade or 7 feet from the back of the porch. The Applicant has proposed a site plan that will have a front setback of 10 feet, a side setback of 5 feet, and a garage setback of 20 feet. This is consistent with the setbacks required in the original PUD approval.

(ii) Criteria 2.e. Single family residential structures on interior lots will have windows that do not directly face the windows on the single family residential structure located on the adjacent lot. The Applicant has proposed that windows on interior lots will offset from windows on structures located on the adjacent lot to the maximum extent practicable.

(iii) Criteria 2.g. All porches and stoops must have a permanent walkway which connects to the back of the public sidewalk. The Applicant has proposed that it will comply with the intent of this condition by ensuring that all porches and stoops will have a permanent connection to the sidewalk, via a driveway or other walkway.

(d) Revise the stormwater design from a one (1) pond tract (Tract J) to two (2) pond tracts (Tract C and Tract J) to better mitigate the stormwater flow and volume as it is released to offsite wetlands and better mimic pre-developed conditions;

(e) Revise internal roadways and eliminate alleys to improve internal circulation and pedestrian access. This includes realignment of reducing the pedestrian path from 1,600 feet to 1,460 feet; adjusting the alignment of 11th Place S and modifications to the intersections at South 195th Street and 11th Place South and at South 197th Street and 11th Avenue South.

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Exhibit 1

(f) Increase the size of the open space and stormwater/utility tracts. This includes redesigning the storm/utility Tract J into two tracts as described under item 3.

(5) The City Council approved the preliminary Blueberry Lane Planned Unit Development ("PUD") subdivision ("Project") on December 14, 2006 via Resolution No. 1023, subject to certain conditions. The review and approval process included review under the State Environmental Policy Act (SEPA), which resulted in a Mitigated Determination of Nonsignificance ("MDNS") for the Project issued July 20, 2006.

(6) In addition to the MDNS, the City and developer entered into an Environmental Mitigation Agreement ("Agreement") pursuant to chapter 43.21 RCW and Title 16 of Des Moines Municipal Code to provide for mitigation of impacts associated with the proposal. The Agreement was executed on July 20, 2006 and included as a condition of the PUD approval. See Condition 2 of Resolution No. 1023.

(7) Based on a preliminary review of the documents submitted and proposed deviations to the PUD the administration offers the following comments:

(a) Removing the townhome element seems reasonable provided the Applicant can demonstrate a diversity of housing price points comparable to townhomes.

(b) Although the alleys were identified as a design element to de-emphasize the visual impact of the automobile and garages for small lot development, their removal allows nine lots that front Des Moines Memorial Drive to be reoriented and better integrated into the development along a realigned 11th Avenue South.

(c) The pedestrian path deviations may not meet the initial intent to provide a connection from South 194<sup>th</sup> Street through the neighborhood to Des Moines Memorial Drive given the location of the SR 509 right of way. As currently shown on the proposed revised plans, the pedestrian path dead ends on 11th Avenue South and does not extend the full length of

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Exhibit 1

the roadway to the west. Staff recommends that the pedestrian path be maintained as initially approved.

(d) Proposed design deviations do not appear to meet the intent of the conditions of approval for the PUD which were stipulated through the SEPA Environmental Mitigation Agreement that are intended to result in a more desirable and aesthetic development and to de-emphasize the automobile and establish a streetscape that is more human scale by putting street facing garages back behind the front porch.

(e) Comments and clarifications related to how the requested deviations might impact the stormwater system design are highlighted below:

(i) Staff concurs that the design deviation will reduce the pond outflow through the reduction of impervious surface (by two-thirds of an acre).

(ii) The proposed design deviation indicates two separate detention facilities with one facility discharging to Wetland A and the other facility discharging to Wetland C. This design assumes that Wetland A is a closed depression (no outlet or correlation to Wetland C) and therefore the detention facility discharging to Wetland A would be subject to higher flow control standard (Level 3). Without reviewing a revised hydrology model, it is uncertain whether the area provided in Tract C, as shown on the revised plat map, is sufficient to provide a larger facility for the higher flow control standard. In addition, further evaluation would be necessary to determine the feasibility of an overflow from Wetland A to the adjacent detention facility in Tract J, thereby maintaining the water elevation of the wetland without the wetland being a closed depression.

(f) The proposed revisions to roadway network appear to provide a better transportation product with the re-designed connection to 197th and the lack of an interim dead end at the south end of 11th Ave South.

(g) South King Fire and Rescue commented that the proposed lot configuration may require sprinklers in some

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residences where dead end streets are longer than 100 feet without a turnaround such as a cul-de-sac.

(8) Except where otherwise stated herein, the proposed plat is consistent with the applicable provisions of the Comprehensive Plan, Zoning Code, and other City policies and regulations that were in place at the time of preliminary plat approval.

(9) The developer has submitted the requisite application materials for a minor deviation from the preliminary plat utilizing the provisions of a PUD subdivision codified in chapter 17.16 and 18.52 of the Des Moines Municipal Code.

(10) The application requests the following deviations as a means to improve the engineering design and affordability, while still retaining the fundamental components of the PUD. The requested deviations are outlined in Exhibit 2 and summarized below:

(a) Reduce the number of proposed lots from 67 lots to 62 lots to reduce the road length and total impervious surface area by approximately two-thirds of an acre; and

(b) Eliminate alley-load units and townhome units to provide a more cohesive design theme and reduce inefficiencies associated with building only three townhomes; and

(c) Revise the pedestrian path; and

(d) Deviate from the design criteria 2.a., 2.e., and 2.g. established in the SEPA Environmental Mitigation Agreement; and

(e) Revise the stormwater design from a one (1) pond tract to two (2) pond tracts to better mitigate the increased stormwater flow and volume as it is released to offsite wetlands; and

(f) Revise the internal roadway network to eliminate the alleys and improve the internal circulation and

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Exhibit 1

pedestrian access. This includes realignment of reducing the pedestrian path from 1,600 feet to 1,460 feet; adjusting the alignment of 11th Place South and modifications to the intersections at South 195th Street and 11th Place South and at South 197th Street and 11th Avenue South; and

(g) Increase the size of the open space and stormwater/utility tracts. This includes redesigning the storm/utility Tract J into two tracts.

(11) The zoning for the property is B-P Business Park; however, under State vesting laws the subdivision would vest under the RS-7200 zone provided that all civil improvements are completed and the final plat is recorded in accordance with RCW 58.17.140.

(12) PUD's are authorized in all single family residential zoned areas.

(13) The Des Moines Planning, Building, and Public Works Department provided a notice of public meeting on December 2, 2013 and provided a 15-day public comment period from December 2, 2013 to December 17, 2013. The notice of public meeting was mailed to residents and property owners within 300 feet of the property and a public information sign was posted at the site in accordance with DMMC 16.04.160(1).

### CONCLUSIONS

The Des Moines City Council approves the Applicant's request for minor deviations to the Blueberry Land PUD based on the Findings of Fact set out above and incorporated herein by this reference:

(1) Proposed deviations from the approved preliminary PUD are consistent with the intent of chapters 17.16 and 18.52 DMMC and maintain adequate provisions for drainage ways, rights-of-way, sidewalks, easements, water supplies, sanitary waste, fire protection, power service, parks, playgrounds and schools.

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Exhibit 1

(2) The proposed plat design will serve the public use and interest and is consistent with the public health, safety, and welfare.

(3) Pedestrian amenities in the PUD are maintained.

(4) The evidence submitted by Richmond Homes at the December 19, 2013 public meeting demonstrated that compliance with Sections 2.a, 2.e., and 2.g of the Agreement is not feasible, and that the proposed site plan will incorporate standards that are equivalent or superior to the design standards required by Sections 2.a, 2.e, and 2.g of the Agreement.

(5) Accordingly, the City Council concludes that, in addition to approving the request for a minor deviation, it is also appropriate to waive the requirement to comply with Sections 2.a, 2.e, and 2.g of the Agreement, subject to Richmond's commitment to ensuring an equivalent or superior design as described in Findings 1.5 - 1.7.

(6) SEPA review was completed for the Blueberry Lane PUD on July 20, 2006. The proposed alterations to the site plan constitute a minor deviation to the approved preliminary PUD, and they do not pose substantial new impacts. Similarly, waiver of the three design standards described above will not result in new or different environmental impacts. In fact, the environmental impacts of the approved preliminary PUD and the proposed site plan are substantially similar. Accordingly, the City may rely on its existing SEPA review; it need not require a new SEPA checklist or issue a new threshold determination. Pursuant to WAC 197-11-600, it will use the existing environmental documents unchanged for this proposal.

(7) In reaching its decision, the City Council considered the entire record, including the MDNS, the Agreement, and the submittals and argument of the Applicant.

(8) The SEPA determination of the responsible official is entitled to substantial weight. RCW 43.21C.057(3); WAC 197-11-680(3).

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Exhibit 1

(9) Modifications to the infrastructure design improve the engineering design and affordability of the development, while still retaining the fundamental components of the PUD.

(10) A revised hydrology model for the revised stormwater detention pond is necessary to determine whether the area provided in Tract C is sufficient to meet the required flow control standard while maintaining the water elevation of Wetland A without the wetland being a closed depression.

# BLUEBERRY LANE PUD

A PORTION OF THE NW 1/4, NE 1/4, SW 1/4 AND SE 1/4 OF THE NE 1/4 OF SEC. 05, TWP., 22 N., RGE. 04 E., W.M.  
CITY OF DES MOINES, KING COUNTY, WASHINGTON

VOL/PAGE

## DEDICATION

KNOW ALL PEOPLE BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF INTEREST IN THE LAND HEREBY SUBDIVIDED, HEREBY DECLARE THIS PLAT TO BE THE GRAPHIC REPRESENTATION OF THE SUBDIVISION OF SAID LAND, AND DO HEREBY DEDICATE TO THE CITY OF DES MOINES FOR PERMANENT USE ALL STREETS, AVENUES AND ALLEYS NOT SHOWN AS PRIVATE HEREON AND DEDICATE THE USE THEREOF FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC STREET PURPOSES, AND ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS SHOWN THEREON IN THE ORIGINAL REASONABLE GRADING OF SAID STREETS AND AVENUES, AND FURTHER DEDICATE OR GRANT TO THE CITY OF DES MOINES THE USE OF ALL PUBLIC EASEMENTS AND TRACTS SHOWN ON THIS PLAT FOR ALL PUBLIC PURPOSES AS INDICATED THEREON, INCLUDED BUT NOT LIMITED TO UTILITIES, ROADS AND DRAINAGE UNLESS SUCH EASEMENTS OR TRACTS ARE SPECIFICALLY IDENTIFIED ON THIS PLAT AS BEING DEDICATED OR CONVEYED TO A PERSON OR ENTITY OTHER THAN THE PUBLIC, IN WHICH CASE WE DO HEREBY DEDICATE SUCH STREETS, EASEMENTS, OR TRACTS TO THE PERSON OR ENTITY IDENTIFIED AND FOR THE PURPOSE STATED.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, WAIVE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS AND ANY PERSON OR ENTITY DERIVING TITLE FROM THE UNDERSIGNED, ANY AND ALL CLAIMS FOR DAMAGES AGAINST THE CITY OF DES MOINES, ITS SUCCESSORS AND ASSIGNS WHICH MAY BE OCCASIONED BY THE ESTABLISHMENT, CONSTRUCTION, OR MAINTENANCE OF ROADS AND/OR DRAINAGE SYSTEMS WITHIN THIS SUBDIVISION OTHER THAN CLAIMS RESULTING FROM NEGLIGENCE BY THE CITY OF DES MOINES.

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

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

IN WITNESS WHEREOF WE SET OUR HANDS AND SEALS.

SIGNATURE \_\_\_\_\_

PRINT NAME JOHN H. SKOCHDOPOLE \_\_\_\_\_

TITLE VICE PRESIDENT OF LAND DEVELOPMENT \_\_\_\_\_

RICHMOND AMERICAN HOMES OF WASHINGTON, INC.,  
& COLORADO CORPORATION

## ACKNOWLEDGMENT

STATE OF WASHINGTON )  
COUNTY OF KING )

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT JOHN H. SKOCHDOPOLE SIGNED THIS DEDICATION AND ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE VICE PRESIDENT OF LAND DEVELOPMENT OF RICHMOND AMERICAN HOMES OF THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

WITNESSES: \_\_\_\_\_

SIGNATURE OF \_\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

TITLE \_\_\_\_\_

MY APPOINTMENT EXPIRES \_\_\_\_\_

## APPROVALS

### PLANNING, BUILDING, PUBLIC WORKS

ALL REQUIRED SEWAGE DISPOSAL, WATER SUPPLY AND OTHER PUBLIC IMPROVEMENTS HAVE BEEN INSTALLED, INSPECTED, ACCEPTED, OR PERFORMANCE SECURITY HAS BEEN DEPOSITED WITH THE CITY OF DES MOINES.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

PLANNING, BUILDING, PUBLIC WORKS DIRECTOR \_\_\_\_\_

### KING COUNTY DEPARTMENT OF ASSESSMENTS

EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

KING COUNTY ASSESSOR \_\_\_\_\_

DEPUTY KING COUNTY ASSESSOR \_\_\_\_\_

ACCOUNT NUMBER \_\_\_\_\_

## FINANCE DIVISION CERTIFICATE

I HEREBY CERTIFY THAT ALL PROPERTY TAXES ARE PAID, THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION AND THAT ALL SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION ON ANY OF THE PROPERTY HEREIN CONTAINED, DEDICATED AS STREETS, ALLEYS OR FOR ANY OTHER PUBLIC USE, ARE PAID IN FULL. THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

MANAGER, FINANCE DIVISION \_\_\_\_\_

DEPUTY \_\_\_\_\_

## UTILITY EASEMENT PROVISION

AN EASEMENT IS HEREBY GRANTED TO THE CITY OF DES MOINES, PUEBLO SOUND ENERGY, CENTURY LINK, COMCAST CABLE, MIDWAY WATER DISTRICT AND OTHER NECESSARY UTILITIES, AUTHORIZED TO OPERATE BY THE CITY OF DES MOINES WITHIN ITS CORPORATE LIMITS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, ACROSS, OVER, UNDER AND UPON THE EXTERIOR 5 OR 10 FEET (AS NOTED ON SHEET 5 OF 9) OF ALL LOTS AND TRACTS HEREON, PARALLEL WITH AND ADJOINING THE RIGHT OF WAYS HEREON, IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND DISTRIBUTION SYSTEMS WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION, AND OTHER PROPERTY, WITH UTILITIES, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSE HEREIN STATED. NO LINES OR WIRES FOR THE TRANSMISSION OF ELECTRIC CURRENT OR TELEPHONE USE, CABLE TELEVISION, FIRE OR POLICE SIGNALS, OR FOR OTHER PURPOSES, SHALL BE PLACED UPON ANY LOT UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT ATTACHED TO BUILDING.

## MIDWAY SEWER DISTRICT EASEMENT PROVISION

AN EASEMENT IS HEREBY GRANTED TO MIDWAY SEWER DISTRICT, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, FOR SEWER LINES ACROSS, OVER, UNDER AND UPON THE AREAS SPECIFIED AS EASEMENTS C, G, H AND I ON SHEET 5 OF 9. MIDWAY SEWER DISTRICT SHALL HAVE THE RIGHT WITHOUT PRIOR INSTITUTION OF ANY SUIT OF PROCEEDING AT LAW, AT TIMES AS MAY BE NECESSARY, TO ENTER UPON SAID PRIVATE PROPERTY FOR THE PURPOSE OF CONSTRUCTING, REPAIRING, ALTERING OR RECONSTRUCTING SAID SEWER, OR MAKING ANY CONNECTIONS THEREWITH, WITHOUT INCURRING ANY LEGAL OBLIGATION OR LIABILITY THEREFOR, PROVIDED THAT SUCH CONSTRUCTION, REPAIR, ALTERATION OR RECONSTRUCTION SHALL BE ACCOMPLISHED IN SUCH A MANNER THAT PRIVATE IMPROVEMENTS EXISTING WITHIN SAID EASEMENTS C AND F SHALL NOT BE DISTURBED OR DESTROYED, OR IN THE EVENT THEY ARE DESTROYED OR DESTROYED, THEY WILL BE REPLACED IN AS GOOD A CONDITION AS THEY WERE IMMEDIATELY BEFORE THE PROPERTY WAS ENTERED UPON BY MIDWAY SEWER DISTRICT. THIS EASEMENT SHALL RUN WITH THE LAND AND SHALL BE BINDING ON THE SUCCESSORS, HEIRS, AND ASSIGNS OF ALL PARTIES INVOLVED.

## LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT OF BLUEBERRY LANE PUD IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 05, TOWNSHIP 22 NORTH, RANGE 04 EAST, W.M., THAT THE COURSES AND DISTANCES ARE SHOWN CORRECTLY THEREON, THAT THE MONUMENTS WILL BE SET AND THE LOT AND BLOCK CORNERS WILL BE STAKED CORRECTLY ON THE GROUND AS CONSTRUCTION IS COMPLETED AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF THE PLATING REGULATIONS.



EDWARD T. BARNARD  
CERTIFICATE NO. 48745  
DES NW, INC.  
310 29TH STREET NE, STE. 107  
PUYALLUP, WA 98372  
PHONE: 253-846-4278

## RECORDING CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF THE KING COUNTY COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_ M AND RECORDED IN VOLUME \_\_\_\_\_ OF PLATS, PAGE(S) \_\_\_\_\_ RECORDS OF KING COUNTY, WASHINGTON.

DIVISION OF RECORDS AND ELECTIONS

MANAGER \_\_\_\_\_

SUPERINTENDENT OF RECORDS \_\_\_\_\_

RECORDING NO. \_\_\_\_\_

PORTION OF THE NW, NE, SW AND SE QUARTERS OF THE NE QUARTER, SECTION 05, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON.

JOB NO 13094

SHEET 1 OF 9185

## SHEET INDEX

- SHEET 1 - DEDICATION, ACKNOWLEDGEMENTS, APPROVALS, EASEMENT PROVISIONS, CERTIFICATES
- SHEET 2 - LEGAL DESCRIPTION, GENERAL NOTES
- SHEET 3 - SECTION BOUNDARY
- SHEET 4 - EXISTING EASEMENTS, TITLE EXCEPTIONS
- SHEET 5 - PROPOSED EASEMENTS
- SHEET 6 - SURVEY MAP, SURVEY NOTES, BASIS OF BEARINGS
- SHEET 7 - SURVEY MAP
- SHEET 8 - SURVEY MAP
- SHEET 9 - LINE AND CURVE TABLES, ADDRESSES

CITY OF DES MOINES  
LUA2014-0003

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**C.E.S. NW INC.**  
CIVIL ENGINEERING & SURVEYING

310 29th St. N.E. Suite 101 BUS: (253) 846-4262  
PUYALLUP, WA 98372 FAX: (253) 846-4278

# BLUEBERRY LANE PUD

A PORTION OF THE NW 1/4, NE 1/4, SW 1/4 AND SE 1/4 OF SEC. 05, TWP. 22 N, RGE. 04 E., W.M.  
CITY OF DES MOINES, KING COUNTY, WASHINGTON

## LEGAL DESCRIPTION

THE LEGAL DESCRIPTIONS, RESTRICTIONS, EASEMENTS, AND ENCUMBRANCES SHOWN ON THIS SURVEY ARE BASED ON FIRST AMERICAN TITLE INSURANCE COMPANY GUARANTEE NO. 5003553-251232.

### PARCEL "A"

LOT 3, KING COUNTY SHORT PLAT NUMBER 779007, RECORDED UNDER RECORDING NUMBER 8001300558, IN KING COUNTY, WASHINGTON.

### PARCEL "B"

THAT PORTION OF THE EAST 345 FEET OF THE SOUTH HALF OF THE NORTH-EAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTH-EAST QUARTER OF SECTION 5, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SUBDIVISION; THENCE FROM SAID TRUE POINT OF BEGINNING: NORTH 87°19'51" WEST, 179.19 FEET ALONG THE NORTHERLY LINE OF SAID SUBDIVISION; THENCE SOUTH 03°08'02" WEST, 187.77 FEET; THENCE SOUTH 86°53'58" EAST, 150.00 FEET TO THE WEST MARGIN OF DES MOINES WAY (DES MOINES MEMORIAL DRIVE); THENCE NORTH 17°22'03" EAST, 137.45 FEET ALONG THE WEST MARGIN OF DES MOINES WAY (DES MOINES MEMORIAL DRIVE); THENCE NORTH 01°41'55" WEST, 56.10 FEET ALONG THE EAST LINE OF SAID SUBDIVISION TO THE TRUE POINT OF BEGINNING.  
[ALSO KNOWN AS PARCEL "B" OF CITY OF DES MOINES LOT LINE ADJUSTMENT NO. 99-058 RECORDED MARCH 9, 2000 UNDER RECORDING NO. 20000309900003].

### PARCEL "C"

THAT PORTION OF THE EAST 345 FEET OF THE SOUTH HALF OF THE NORTH-EAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTH-EAST QUARTER OF SECTION 5, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SUBDIVISION; THENCE NORTH 87°19'51" WEST, 179.19 FEET ALONG THE NORTH LINE OF SAID SUBDIVISION TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 03°08'02" WEST, 187.77 FEET; THENCE SOUTH 86°53'58" EAST, 195.78 FEET TO THE EAST LINE OF SAID SUBDIVISION; THENCE SOUTH 02°00'17" EAST, 173.95 FEET ALONG THE EAST LINE OF SAID SUBDIVISION TO THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE NORTH 87°21'26" WEST, 345.40 FEET ALONG THE SOUTH LINE OF SAID SUBDIVISION; THENCE NORTH 02°08'53" WEST, 364.03 FEET ALONG THE WEST LINE OF SAID SUBDIVISION; THENCE SOUTH 87°19'51" EAST, 167.45 FEET ALONG THE NORTH LINE OF SAID SUBDIVISION TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION LYING WITHIN DES MOINES WAY (DES MOINES MEMORIAL DRIVE);

[ALSO KNOWN AS PARCEL "A" OF CITY OF DES MOINES LOT LINE ADJUSTMENT NO. 99-058 RECORDED MARCH 9, 2000 UNDER RECORDING NO. 20000309900003].

### PARCEL "D"

THAT PORTION OF THE NORTH HALF OF THE NORTH-EAST QUARTER OF SECTION 5, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTH-EAST QUARTER OF SAID SECTION AND RUNNING THENCE EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION 820.02 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;  
THENCE NORTH ALONG A LINE PARALLEL TO WEST LINE OF SAID SUBDIVISION 274.5 FEET; THENCE EASTERLY ALONG A LINE PARALLEL TO SOUTH LINE OF THE NORTH HALF OF THE NORTH-EAST QUARTER OF SAID SECTION TO THE WESTERLY LINE OF DES MOINES WAY; THENCE SOUTHERLY ALONG SAID WESTERLY LINE TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTH-EAST QUARTER OF SAID SECTION; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION THEREOF CONDEMNED BY THE STATE OF WASHINGTON UNDER KING COUNTY SUPERIOR COURT CAUSE NUMBER 05-2-39263-1KNT.

### PARCEL "E"

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTH-EAST QUARTER OF SECTION 5, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; THENCE NORTH ALONG THE WEST BOUNDARY OF SAID TRACT A DISTANCE OF 282.5 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTH-EAST QUARTER A DISTANCE OF 1,108 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE CONTINUING EAST PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTH-EAST QUARTER A DISTANCE OF 78 FEET; THENCE NORTH PARALLEL WITH THE WEST BOUNDARY OF SAID NORTHWEST QUARTER OF THE NORTH-EAST QUARTER A DISTANCE OF 260 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE A DISTANCE OF 78 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTH-EAST QUARTER A DISTANCE OF 260 FEET TO THE TRUE POINT OF BEGINNING. EXCEPT THAT PORTION THEREOF CONVEYED TO KING COUNTY FOR SOUTH 194TH STREET BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 5070288.

(BEING KNOWN AS A PORTION OF LOTS 11 AND 12, BLOCK 2, APEX HOME TRACTS, ACCORDING TO THE

EXCEPT ANY PORTION THEREOF CONDEMNED BY THE STATE OF WASHINGTON UNDER KING COUNTY SUPERIOR COURT CAUSE NUMBER 05-2-39263-1KNT.

AND:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTH-EAST QUARTER OF SECTION 5, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; THENCE NORTH ALONG THE WEST BOUNDARY OF SAID TRACT A DISTANCE OF 282.5 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTH-EAST QUARTER A DISTANCE OF 1,186 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE CONTINUING EAST PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTH-EAST QUARTER A DISTANCE OF 78 FEET; THENCE NORTH PARALLEL WITH THE WEST BOUNDARY OF SAID NORTHWEST QUARTER OF THE NORTH-EAST QUARTER A DISTANCE OF 260 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE A DISTANCE OF 78 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTH-EAST QUARTER A DISTANCE OF 260 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION CONVEYED TO KING COUNTY FOR SOUTH 194TH STREET BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 5070288.

(BEING KNOWN AS A PORTION OF LOTS 12 AND 13, BLOCK 2, APEX HOME TRACTS, ACCORDING TO THE UNRECORDED PLAT THEREOF).

EXCEPT ANY PORTION THEREOF CONDEMNED BY THE STATE OF WASHINGTON UNDER KING COUNTY SUPERIOR COURT CAUSE NUMBER 05-2-39263-1KNT.

AND:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTH-EAST QUARTER OF SECTION 5, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; THENCE NORTH ALONG THE WESTERLY BOUNDARY OF SAID TRACT A DISTANCE OF 274.5 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTH-EAST QUARTER A DISTANCE OF 1,108 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE CONTINUING EAST PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTH-EAST QUARTER A DISTANCE OF 234 FEET; THENCE NORTH PARALLEL WITH THE WESTERLY BOUNDARY OF SAID NORTHWEST QUARTER OF THE NORTH-EAST QUARTER A DISTANCE OF 268 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTH-EAST QUARTER A DISTANCE OF 78 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTH-EAST QUARTER A DISTANCE OF 260 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTH-EAST QUARTER A DISTANCE OF 156 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTH-EAST QUARTER A DISTANCE OF 8 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT ANY PORTION THEREOF CONDEMNED BY THE STATE OF WASHINGTON UNDER KING COUNTY SUPERIOR COURT CAUSE NUMBER 05-2-39263-1KNT.

## GENERAL NOTES

1. THE BLUEBERRY LANE PUD HOMEOWNER'S ASSOCIATION WAS ESTABLISHED ON \_\_\_\_\_ THE ARTICLES OF INCORPORATION ARE ON FILE WITH THE STATE OF WASHINGTON IN OLYMPIA. COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AT KING COUNTY UNDER RECORDING NUMBER \_\_\_\_\_.
2. TRACTS A, B, C, D, E, F, G, H, I, J AND K ARE CONSIDERED "TRACTS" PURSUANT TO MMC 17.08.350; A "TRACT" IS LAND RESERVED FOR SPECIAL USES INCLUDING BUT NOT LIMITED TO OPEN SPACE, SURFACE WATER RETENTION, UTILITIES, OR ACCESS. TRACTS ARE NEITHER COUNTED AS LOTS NOR CONSIDERED AS BUILDING SITES.
3. TRACT A IS A FUTURE DEVELOPMENT TRACT TO BE OWNED AND MAINTAINED BY THE BLUEBERRY LANE HOMEOWNER'S ASSOCIATION UNTIL REQUESTED TO BE DEEDED TO THE CITY OF SEACAC FOR RIGHT OF WAY PURPOSES.
4. TRACT B IS A PARK/RECREATION TRACT AND SHALL BE OWNED BY THE OWNERS OF LOTS 1 THROUGH 62 INCLUSIVE AS EQUAL UNDIVIDED COMMON INTEREST AND MAINTAINED BY THE BLUEBERRY LANE PUD HOMEOWNER'S ASSOCIATION.
5. TRACT C IS A PUBLIC STORM DRAINAGE FACILITY AND UTILITY TRACT FOR THE BENEFIT OF THE PUBLIC. TRACT C WILL BE DEEDED TO THE CITY OF DES MOINES UNDER SEPARATE INSTRUMENT AFTER RECORDING OF THIS PLAT FOR PUBLIC STORM OPERATION, MAINTENANCE AND REPAIRS.
6. TRACT D IS AN OPEN SPACE TRACT AND SHALL BE OWNED BY THE OWNERS OF LOTS 1 THROUGH 62 INCLUSIVE AS EQUAL UNDIVIDED COMMON INTEREST AND MAINTAINED BY THE BLUEBERRY LANE PUD HOMEOWNER'S ASSOCIATION.
7. TRACT E IS AN OPEN WETLAND TRACT FOR THE BENEFIT OF THE PUBLIC. TRACT E WILL BE DEEDED TO THE CITY OF DES MOINES UNDER SEPARATE INSTRUMENT AFTER RECORDING OF THIS PLAT FOR WETLAND CONSERVATION.
8. TRACT F IS A PRIVATE ACCESS TRACT FOR LOTS 1 AND 2 OF KING COUNTY SHORT PLAT 779007, PER COVENANT RECORDED UNDER RECORDING NUMBER \_\_\_\_\_ RECORDS OF KING COUNTY.
9. TRACT G IS AN OPEN SPACE TRACT AND SHALL BE OWNED BY THE OWNERS OF LOTS 1 THROUGH 62 INCLUSIVE AS EQUAL UNDIVIDED COMMON INTEREST AND MAINTAINED BY THE BLUEBERRY LANE PUD HOMEOWNER'S ASSOCIATION.
10. TRACT H IS AN OPEN SPACE TRACT AND SHALL BE OWNED BY THE OWNERS OF LOTS 1 THROUGH 62 INCLUSIVE AS EQUAL UNDIVIDED COMMON INTEREST AND MAINTAINED BY THE BLUEBERRY LANE PUD HOMEOWNER'S ASSOCIATION.
11. TRACT I IS AN OPEN WETLAND TRACT FOR THE BENEFIT OF THE PUBLIC. TRACT I WILL BE DEEDED TO THE CITY OF DES MOINES UNDER SEPARATE INSTRUMENT AFTER RECORDING OF THIS PLAT FOR WETLAND CONSERVATION.
12. TRACT J IS A PUBLIC STORM DRAINAGE FACILITY AND UTILITY TRACT FOR THE BENEFIT OF THE PUBLIC. TRACT J WILL BE DEEDED TO THE CITY OF DES MOINES UNDER SEPARATE INSTRUMENT AFTER RECORDING OF THIS PLAT FOR PUBLIC STORM OPERATION, MAINTENANCE AND REPAIRS.
13. TRACT K IS AN OPEN SPACE TRACT AND SHALL BE OWNED BY THE OWNERS OF LOTS 1 THROUGH 62 INCLUSIVE AS EQUAL UNDIVIDED COMMON INTEREST AND MAINTAINED BY THE BLUEBERRY LANE PUD HOMEOWNER'S ASSOCIATION.
14. THERE SHALL BE NO DIRECT VEHICULAR ACCESS TO OR FROM DES MOINES MEMORIAL DRIVE SOUTH FROM LOTS 8, 9, 10, 11, 12, 13, 14 AND 15; NO VEHICULAR ACCESS TO OR FROM S 197TH ST FROM LOTS 1, 13, 58, 59 AND 62; NO VEHICULAR ACCESS TO OR FROM 11TH PL S FROM LOT 35 AND NO VEHICULAR ACCESS TO OR FROM S 195TH ST FROM LOTS 24 AND 43.
15. TRAFFIC IMPACT FEES WILL BE ASSESSED AND DUE AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT FOR THE SINGLE FAMILY RESIDENCES.
16. HOMES CONSTRUCTED WITHIN THE PROPOSED SUBDIVISION WILL BE CONSISTENT WITH THE CONCEPTUAL HOME DESIGNS ON FILE WITH THE CITY OF DES MOINES PLANNING, BUILDING AND PUBLIC WORKS DEPARTMENT UNDER LJA2014-0003.
17. WHEN THE SAME OR SIMILAR BUILDING DESIGNS ARE LOCATED ON THE SAME BLOCK, THE DEVELOPER SHALL DIFFERENTIATE THAT DESIGN THROUGH THE USE OF AT LEAST TWO DIFFERENT BUILDING MATERIALS AND DIFFERENT COLOR SCHEMES.
18. THE SURFACE WATER DIRECTION/PARK TRACT AND THE ENVIRONMENTAL SENSITIVE AREA TRACT TO THE CITY OF DES MOINES.
19. OMITTED.
20. OMITTED.
21. ALL OF THE ROOF DRAIN SYSTEMS WILL BE A PRIVATE SYSTEM OWNED IN COMMON BY THE OWNERS OF LOTS 1 THROUGH 62 INCLUSIVE, WHO WILL SHARE EQUAL RESPONSIBILITY FOR ALL MAINTENANCE, REPAIR, AND FUTURE REPLACEMENT OF THE SYSTEM.
22. THE APPLICANT SHALL COMPLY WITH THE ENVIRONMENTAL MITIGATION AGREEMENT DATED JULY 20, 2006.
23. THE APPLICANT SHALL PAY THE REQUIRED PARK IN LIEU FEE IN THE AMOUNT TO BE DETERMINED AT THE TIME OF FINAL PLAT APPROVAL.
24. THE BLUEBERRY LANE PUD HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR AND REPLACEMENT OF THE PLYSTER STRIPS AND STREET TREES PLANTED ADJACENT TO THE SIDEWALKS OF THE INTERNAL STREETS.
25. WETLAND DELINEATION REPORT WAS PREPARED BY SEWALL WETLAND CONSULTING, INC. DATED APRIL 1, 2005.
26. GEOTECHNICAL REPORT WAS PREPARED BY GEORESOURCES, LLC DATED SEPTEMBER 10, 2004.

CITY OF DES MOINES  
LUA2014-0003



**C.E.S. NW INC.**  
CIVIL ENGINEERING & SURVEYING

310 29th St. N.E. Suite 101 BUS: (509) 848-4288  
POYALLER, WA 98972 FAX: (509) 848-4276

RECORDING NO.

PORTION OF THE NW, NE, SW AND SE QUARTERS OF THE NE QUARTER, SECTION 05, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON.

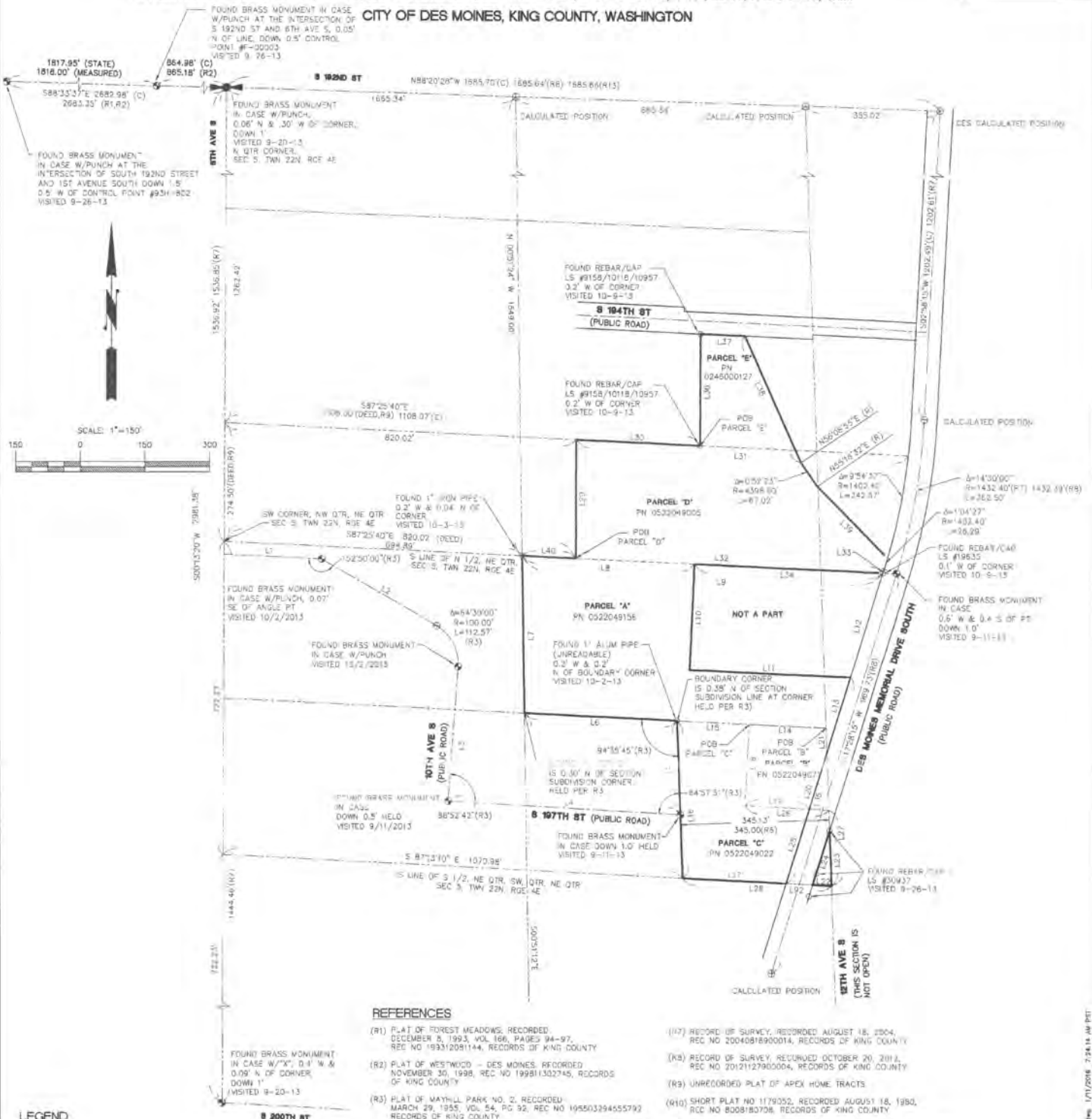
JOB NO 13094

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SHEET 2 OF 186

# BLUEBERRY LANE PUD

A PORTION OF THE NW 1/4, NE 1/4, SW 1/4 AND SE 1/4 OF THE NE 1/4 OF SEC. 05, TWP. 22 N., RGE. 04 E., W.M.  
CITY OF DES MOINES, KING COUNTY, WASHINGTON



## REFERENCES

- (R1) PLAT OF FOREST MEADOWS, RECORDED DECEMBER 5, 1993, VOL. 166, PAGES 94-97, REC. NO. 199312051144, RECORDS OF KING COUNTY
- (R2) PLAT OF WESTWOOD - DES MOINES, RECORDED NOVEMBER 30, 1998, REC. NO. 199811302745, RECORDS OF KING COUNTY
- (R3) PLAT OF MAYHILL PARK NO. 2, RECORDED MARCH 29, 1955, VOL. 54, PG. 92, REC. NO. 19550329455792, RECORDS OF KING COUNTY
- (R4) SHORT PLAT NO. 779007, RECORDED JANUARY 30, 1980, REC. NO. 8001300558, RECORDS OF KING COUNTY
- (R5) LOT LINE ADJUSTMENT, RECORDED MARCH 9, 2000, REC. NO. 20000309900003, RECORDS OF KING COUNTY
- (R6) RECORD OF SURVEY, RECORDED NOVEMBER 24, 1975, REC. NO. 751240364, RECORDS OF KING COUNTY
- (R7) RECORD OF SURVEY, RECORDED AUGUST 18, 2004, REC. NO. 20040818900014, RECORDS OF KING COUNTY
- (R8) RECORD OF SURVEY, RECORDED OCTOBER 20, 2012, REC. NO. 2012127900004, RECORDS OF KING COUNTY
- (R9) UNRECORDED PLAT OF APEX HOME TRACTS
- (R10) SHORT PLAT NO. 1179052, RECORDED AUGUST 18, 1980, REC. NO. 8008180708, RECORDS OF KING COUNTY
- (R11) PLAT OF LOWE'S TERRACE NO. 8, RECORDED FEBRUARY 27, 1953, VOL. 50, PAGE 88, REC. NO. 4319181, RECORDS OF KING COUNTY
- (R12) STATE OF WASHINGTON SUPERIOR COURT CAUSE NO. 05-2-39293-1981, FILED OCTOBER 30, 2006
- (R13) RECORD OF SURVEY FOR WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, RECORDED OCTOBER 5, 2004, REC. NO. 20041005900004, RECORDS OF KING COUNTY

## LEGEND

- FOUND MONUMENT AS NOTED
- CALCULATED MONUMENT POSITION
- FOUND REBAR/CAP, ALUMINUM PIPE AS NOTED
- CALCULATED DIMENSION
- MEASURED DIMENSION



**C.E.S. NW INC.**  
CIVIL ENGINEERING & SURVEYING

310 2915 ST. N.E. Suite 101 BPS: (253) 848-4282  
PUYALLUP, WA 98378 FAX: (253) 848-4278

## RECORDING NO.

PORTION OF THE NW, NE, SW AND SE QUARTERS OF THE NE QUARTER, SECTION 05, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON.

JOB NO 13094

SHEET 3 OF 9187

CITY OF DES MOINES  
LUA2014-0003

# BLUEBERRY LANE PUD

A PORTION OF THE NW 1/4, NE 1/4, SW 1/4 AND SE 1/4 OF THE NE 1/4 OF SEC. 05, TWP., 22 N., RGE. 04 E., W.M.

CITY OF DES MOINES, KING COUNTY, WASHINGTON

## EXISTING EASEMENTS

## SPECIAL EXCEPTIONS

- (PER FIRST AMERICAN TITLE INSURANCE TITLE GUARANTEE NO. 5003333-2511232 DATED AUGUST 17, 2015)
- B. ITEMS 1-6 ARE NOT SURVEY RELATED
7. FACILITY CHARGES, IF ANY, INCLUDING BUT NOT LIMITED TO HOOD-LIFE OR CONNECTION CHARGES AND LATECOMER CHARGES FOR SEWER, WATER AND PUBLIC FACILITIES OF HIGHLINE WATER DISTRICT AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 2014010800375.
8. EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN, RECORDING INFORMATION: 2952737 IN FAVOR OF: PUGET SOUND POWER & LIGHT COMPANY, A MASSACHUSETTS CORPORATION FOR: TRANSMISSION LINE AFFECTS PARCEL E (1)
9. EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN, RECORDING INFORMATION: 3708372 IN FAVOR OF: PUGET SOUND ENERGY, INC., A WASHINGTON CORPORATION FOR: ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM (2)
10. RIGHT TO MAKE NECESSARY SLOPS FOR CUTS OR FILLS UPON SAID PREMISES AS GRANTED BY DEED RECORDED AUGUST 19, 1959 UNDER RECORDING NO. 5070287 AND 5070288 (3)
11. CONDITIONS, NOTES, EASEMENTS, PROVISIONS AND/OR ENCROACHMENTS CONTAINED OR DELINEATED ON THE FACE OF THE SURVEY RECORDED UNDER RECORDING NO. 7511243384 AFFECTS PARCEL F.
12. ANY AND ALL OFFERS OF DEDICATION, CONDITIONS, RESTRICTIONS, EASEMENTS, BOUNDARY DISCREPANCIES OR ENCROACHMENTS, NOTES AND/OR PROVISIONS SHOWN OR DISCLOSED BY KING COUNTY SHORT PLAT NO. 770907 RECORDED UNDER RECORDING NUMBER 8001300558 AFFECTS PARCEL A.
13. EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN, RECORDING INFORMATION: 8002130609 IN FAVOR OF: DES MOINES SEWER DISTRICT, A MUNICIPAL CORPORATION FOR: SEWER MAINS AFFECTS PARCELS A AND D (1)
14. EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN, RECORDING INFORMATION: 8002130610 FOR: THE RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, IMPROVE, REPAIR AND MAINTAIN A DRIVEWAY AFFECTS A STRIP OF LAND 10 FEET IN WIDTH, ACROSS A PORTION OF PARCEL A (2)
15. CONDITIONS, NOTES, EASEMENTS, PROVISIONS AND/OR ENCROACHMENTS CONTAINED OR DELINEATED ON THE FACE OF THE SURVEY RECORDED UNDER RECORDING NO. 8008189002 AFFECTS PARCEL E.
16. EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN, RECORDING INFORMATION: 950421245 IN FAVOR OF: THE PORT OF SEATTLE FOR: THE FREE AND UNOBSTRUCTED USE AND PASSAGE OF ALL TYPES OF AIRCRAFT THROUGH THE AIRSPACE OVER OR IN THE VICINITY OF THE PROPERTY AFFECTS PARCEL E.
17. EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN, RECORDING INFORMATION: 9604241743 IN FAVOR OF: THE PORT OF SEATTLE FOR: THE FREE AND UNOBSTRUCTED USE AND PASSAGE OF ALL TYPES OF AIRCRAFT THROUGH THE AIRSPACE OVER OR IN THE VICINITY OF THE PROPERTY AFFECTS PARCELS B AND C.
18. EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN, RECORDING INFORMATION: 9708051788 IN FAVOR OF: PORT OF SEATTLE FOR: THE FREE AND UNOBSTRUCTED USE AND PASSAGE OF ALL TYPES OF AIRCRAFT AFFECTS PARCEL D.
19. TERMS, COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, BOUNDARY DISCREPANCIES AND ENCROACHMENTS AS CONTAINED IN RECORDED LOT LINE ADJUSTMENT (BOUNDARY LINE REVISIONS) RECORDED UNDER RECORDING INFORMATION: 200003990003 AFFECTS PARCELS B AND C.
20. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "AFFIDAVIT OF RELEASE OF RIGHT OF REDEMPTION" RECORDED, AUGUST 11, 2003, RECORDING NO.: 2003081002118 AFFECTS PARCEL A.
21. CONDEMNATION OF ACCESS TO STATE HIGHWAY NUMBER SR 509 AND OF JOINT VIEW AND AIR BY KING COUNTY DECREE TO THE STATE OF WASHINGTON, RECORDED: OCTOBER 30, 2006 SUPERIOR COURT CAUSE NUMBER: 25-2-39263-18X1 AFFECTS PARCELS D AND E (3)
22. EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN, RECORDING INFORMATION: 2008050200101 FOR: INGRESS AND EGRESS (ACCESS) AFFECTS PARCELS A AND C (5)
23. EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN, RECORDING INFORMATION: 20080915000305 IN FAVOR OF: PUGET SOUND ENERGY, INC., A WASHINGTON CORPORATION FOR: ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM.
24. EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN, RECORDING INFORMATION: 20150327000967 IN FAVOR OF: PUGET SOUND ENERGY, INC., A WASHINGTON CORPORATION FOR: ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM AFFECTS PARCELS A, B AND C.
25. EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN, RECORDING INFORMATION: 2015041000187 IN FAVOR OF: PUGET SOUND ENERGY, INC., A WASHINGTON CORPORATION FOR: ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM.

26. THE FOLLOWING MATTERS DISCLOSED BY A SURVEY OF SAID PREMISES BY C.E.S. NW INC. DATED OCTOBER 7, 2015, UNDER JOB NO. 13094, AS FOLLOWS:

A. ENCROACHMENT OF A SHED, APPURTENANT TO A WESTERLY ADJOINER, UP TO 4.2 FEET ONTO A WESTERLY PORTION OF PARCEL A.

B. LOCATION OF CHAIN LINK, WOOD AND HOODWARE FENCES IN RELATION TO THE WESTERLY AND WESTERLY PORTIONS OF THE SOUTHERLY AND NORTHERLY BOUNDARY LINES OF PARCEL A, AND ANY ADVERSE RIGHTS STEMMING THEREFROM.

(ITEM 26 CONTINUED)

C. LOCATION OF CHAIN LINK FENCES IN RELATION TO THE WESTERLY AND SOUTHERLY BOUNDARY LINES OF PARCEL D, AND ANY ADVERSE RIGHTS STEMMING THEREFROM.

D. LOCATION OF CHAIN LINK AND HOODWARE FENCES IN RELATION TO THE NORTHERLY AND WESTERLY BOUNDARY LINES OF PARCEL D, AND ANY ADVERSE RIGHTS STEMMING THEREFROM.

(ITEM 26 CONTINUED)

E. ENCROACHMENT OF A SPORT COURT AND RETAINING WALL, APPURTENANT TO PARCEL E, ACROSS THE EASTERLY BOUNDARY LINE.

F. ENCROACHMENT OF A FENCE, APPURTENANT TO PARCEL E INTO THE RIGHT-OF-WAY FOR S. 194TH STREET.



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**C.E.S. NW INC.**  
CIVIL ENGINEERING & SURVEYING

310 2915 St. N.E. Suite 101 BURLINGAME, WA 98148  
PUYALLUP, WA 98132

PHONE: (206) 848-1582  
FAX: (206) 848-4878

RECORDING NO.

PORTION OF THE NW, NE, SW AND SE QUARTERS OF THE NE QUARTER, SECTION 05, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON

JOB NO 13094

SHEET 4 OF 188

CITY OF DES MOINES  
LUA2014-0003

# BLUEBERRY LANE PUD

A PORTION OF THE NW 1/4, NE 1/4, SW 1/4 AND SE 1/4 OF THE NE 1/4 OF SEC. 05, TWP., 22 N, RGE. 04 E., W.M.

CITY OF DES MOINES, KING COUNTY, WASHINGTON

VO. / PG.

## PROPOSED EASEMENTS

- ② 5' OR 10' UTILITY EASEMENT. SEE UTILITY EASEMENT PROVISION - SHEET 1 OF 9.
- ⑤ PRIVATE STORM DRAIN EASEMENT ACROSS LOTS 29, 30, 31 AND TRACT K AS DELINEATED THEREON (SEE DETAIL "A") FOR THE BENEFIT OF LOTS 29, 30, 31, 32 AND TRACT "K".
- ⑩ PRIVATE SANITARY SEWER EASEMENT ACROSS THE SW CORNER OF LOT 29 AS DELINEATED THEREON TO BENEFIT LOT 28.
- ⑪ PUBLIC STORM DRAIN EASEMENT ACROSS THE WEST 20' AND THE SOUTH 20' OF LOT 41 AND THE NORTH 10' OF LOT 42 AS DELINEATED THEREON TO BENEFIT OFFSITE STORM.
- ⑬ PRIVATE STORM DRAIN EASEMENT ACROSS LOTS 56, 57, 58 AND TRACT H AS DELINEATED THEREON (SEE DETAIL "C") FOR THE BENEFIT OF LOTS 59, 57, 56, 59 AND TRACT "H".
- ⑭ PRIVATE SANITARY SEWER EASEMENT ACROSS THE WEST 10' OF LOT 4 AND THE SOUTH 10' OF LOTS 4, 5, 6 AND 7 AS DELINEATED THEREON TO BENEFIT LOTS 4 THROUGH 8.
- ⑮ 10' PUBLIC SANITARY SEWER EASEMENT ACROSS THE EAST 5' OF LOT 4 AND THE WEST 5' OF LOT 2 AS DELINEATED THEREON FOR THE BENEFIT OF OFFSITE SANITARY SEWER.
- ⑯ 10' PUBLIC SANITARY SEWER EASEMENT ACROSS THE EAST 10' OF LOTS 23 AND 24 AS DELINEATED THEREON FOR THE BENEFIT OF LOTS 22, 23 AND 24.
- ⑰ 10' PRIVATE SANITARY SEWER EASEMENT ACROSS LOTS 18, 19, 20 AND TRACT "G" AS DELINEATED THEREON (SEE DETAIL "B") FOR THE BENEFIT OF LOTS 18, 19, 20, 21 AND TRACT "G".
- ⑱ 20' PUBLIC DRAINAGE EASEMENT FOR THE BENEFIT OF THE CITY OF DES MOINES.
- ⑳ 10' PRIVATE STORM EASEMENT ACROSS LOTS 18, 19, 20 AND TRACT "G" AS DELINEATED THEREON FOR THE BENEFIT OF LOTS 18, 19, 20, 21 AND TRACT "G".



DETAIL "A"  
SCALE 1"=50'

DETAIL "B"  
SCALE 1"=50'



DETAIL "C"  
SCALE 1"=50'



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**C.E.S. NW INC.**  
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310 29th St. N.E. Suite 101 BUS: (253) 848-4282  
PUYALLUP, WA 98372 FAX: (253) 848-4278

RECORDING NO.

PORTION OF THE NW, NE, SW AND SE QUARTERS OF THE NE QUARTER, SECTION 05, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON

JOB NO 13094

CITY OF DES MOINES  
LUA2014-0003

SHEET 5 OF 9189

04/10/16

# BLUEBERRY LANE PUD

A PORTION OF THE NW 1/4, NE 1/4, SW 1/4 AND SE 1/4 OF THE NE 1/4 OF SEC. 05, TWP., 22 N, RGE. 04 E, W.M.  
CITY OF DES MOINES, KING COUNTY, WASHINGTON

VOL. 1716



SEE SHEET 7 FOR CONTINUATION

## LEGEND

- SET CITY OF DES MOINES STANDARD MONUMENT
- SET 1/2" REBAR AND CAP STAMPED "LS 48745"
- FOUND REBAR/CAP, ALUMINUM PIPE AS NOTED ON SHEET 3

## NOTE

SEE SHEET 3 FOR PROPOSED EASEMENT DESCRIPTIONS

## BASIS OF BEARINGS

BASIS OF BEARINGS: NAD 1983/91  
N 88°33'37" W AS MEASURED BETWEEN MONUMENTS LOCATED IN S. 192ND STREET AT THE INTERSECTIONS OF 1ST AVENUE S AND 6TH AVENUE S.  
CONTROL PT. 83H-802  
BRASS CAP WITH PUNCH IN CONCRETE MONUMENT AT THE INTERSECTION OF S. 192ND STREET AND 1ST AVENUE S.  
N. 160942.088  
E. 1268555.852  
CONTROL PT. P-00003  
BRASS CAP WITH PUNCH IN CONCRETE MONUMENT AT THE INTERSECTION OF S. 192ND STREET AND 6TH AVENUE S.  
N. 160886.466  
E. 1270373.226

## SURVEY NOTES

1. THIS SURVEY COMPLIES WITH ALL STANDARDS AND GUIDELINES OF THE "SURVEY RECORDING ACT", CHAPTER 58.09 RCW AND 332-130 WAC.
2. EQUIPMENT USED: TRIMBLE 5600 TOTAL STATION
3. METHOD AND DATE OF MONUMENT LOCATION: FIELD TRAVERSE IN OCTOBER OF 2013 MEETING OR EXCEEDING THE REQUIREMENTS OF WAC-332-130-0100
4. HORIZONTAL DATUM: WASHINGTON STATE PLANE COORDINATE ZONE - NORTH ZONE - NAD 83/91.
5. CHICAGO TITLE COMPANY'S COMMITMENT ORDER NO. 1370592, DATED AUGUST 21, 2013 WAS RELIED UPON IN THE PREPARATION OF THIS PLAT
6. ALL LOT CORNERS AND ANGLE POINTS ARE TO BE MONUMENTED WITH A 1/2" REBAR AND CAP STAMPED "LS 48745", WITH A 2" X 2" WHITE LOT BOARD SET NEAR BY AS A REFERENCE MARKER UNLESS NOTED OTHERWISE PRIOR TO THE RECORDING OF THIS PLAT



**C.E.S. NW INC.**  
CIVIL ENGINEERING & SURVEYING

310 29th St. S.E. Suite 101 BUS: (253) 848-4282  
Puyallup, WA 98372 FAX: (253) 848-4278

RECORDING NO.

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JOB NO 13094

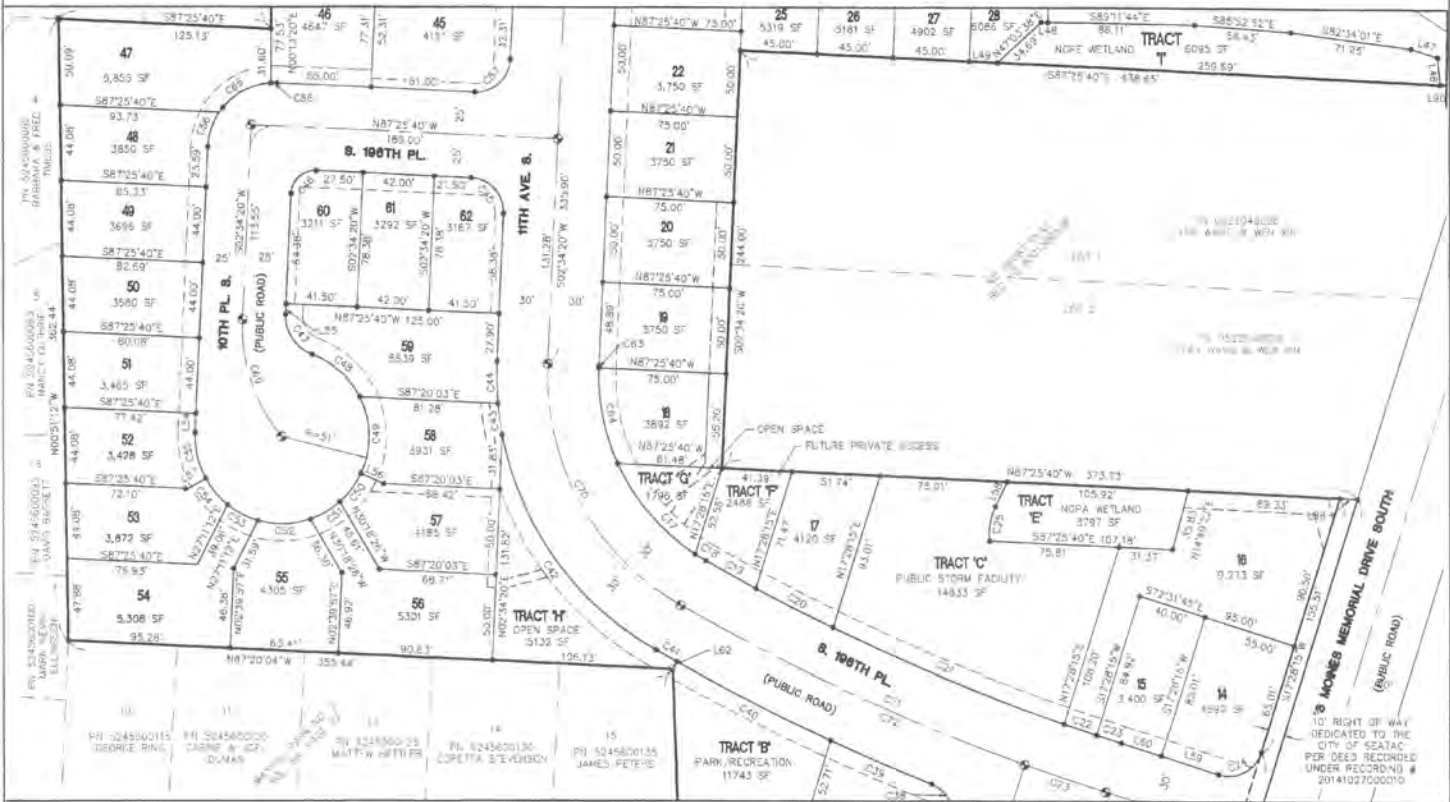
SHEET 6 OF 9190

CITY OF DES MOINES  
LUA2014-0003

# BLUEBERRY LANE PUD

A PORTION OF THE NW 1/4, NE 1/4, SW 1/4 AND SE 1/4 OF THE NE 1/4 OF SEC. 05, TWP. 22 N, RGE. 04 E, W.M.  
CITY OF DES MOINES, KING COUNTY, WASHINGTON

SEE SHEET 6 FOR CONTINUATION



SEE SHEET 8 FOR CONTINUATION

## LEGEND

- SET CITY OF DES MOINES STANDARD MONUMENT
- SET 1/2" REBAR AND CAP STAMPED "LS 48745"
- FOUND REBAR/CAP, ALUMINUM PIPE AS NOTED ON SHEET 3.

## NOTE

SEE SHEET 5 FOR PROPOSED EASEMENT DESCRIPTIONS



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**C.E.S. NW INC.**  
CIVIL ENGINEERING & SURVEYING

310 29th St. N.E. Suite 101 B/S: (253) 848-4282  
Puyallup, WA 98972 FAX: (253) 848-4278

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JOB NO 13094

SHEET 7 OF 191

CITY OF DES MOINES  
LUA2014-0003

# BLUEBERRY LANE PUD

A PORTION OF THE NW 1/4, NE 1/4, SW 1/4 AND SE 1/4 OF THE NE 1/4 OF SEC. 05, TWP., 22 N, RGE 04 E, W.M.  
CITY OF DES MOINES, KING COUNTY, WASHINGTON

SEE SHEET 7 FOR CONTINUATION

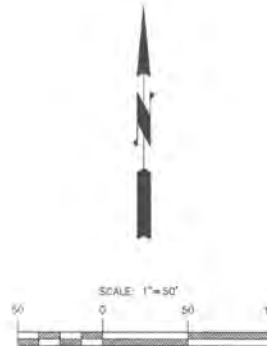


## LEGEND

- SET CITY OF DES MOINES STANDARD MONUMENT
- SET 1/2" REBAR AND CAP STAMPED "LS 48746"
- FOUND REBAR/CAP, ALUMINUM PIPE AS NOTED ON SHEET 3

## NOTE

SEE SHEET 5 FOR PROPOSED EASEMENT DESCRIPTIONS



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**C.E.S. NW INC.**  
CIVIL ENGINEERING & SURVEYING

310 29th St. N.E. Suite 101 BURLINGAME, WA 98009  
PHONE: (206) 848-4282 FAX: (206) 848-4278

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PORTION OF THE NW, NE, SW AND SE QUARTERS OF THE NE QUARTER, SECTION 05, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON

JOB NO 13094

SHEET 8 OF 192

CITY OF DES MOINES  
LUA2014-0003

VOL/FC

## BLUEBERRY LANE PUD

A PORTION OF THE NW 1/4, NE 1/4, SW 1/4 AND SE 1/4 OF THE NE 1/4 OF SEC. 05, TWP. 22 N., RGE. 04 E., WM.  
CITY OF DES MOINES, KING COUNTY, WASHINGTON

VOL. 193

## LINE AND CURVE TABLES

| LINE | BEARING     | LENGTH                                      |
|------|-------------|---------------------------------------------|
| L1   | S87°26'22"E | 227.96' (228.42(RS))                        |
| L2   | S60°16'25"E | 307.82'(R1)                                 |
| L3   | S04°13'53"W | 312.06(W1) 319.00'(R3)                      |
| L4   | S85°53'43"E | 340.69(W4,RS)                               |
| L5   | N01°55'52"W | 717.31'(R3)                                 |
| L6   | S87°20'04"E | 355.44' 355.70'(R3)                         |
| L7   | N00°31'12"W | 562.44' 362.73'(R3,R4)                      |
| L8   | S87°25'40"E | 400.96' 401.00'(R4)                         |
| L9   | S87°25'40"E | 613.60' 613.48'(R4)                         |
| L10  | S02°34'20"W | 244.00'(R4,R7)                              |
| L11  | N87°25'40"W | 373.73'(R4,R7)                              |
| L12  | S17°28'15"W | 252.48'(R4,R7)                              |
| L13  | S17°28'15"W | 182.08' 151.42'(R4)                         |
| L14  | S87°19'21"E | 79.18'(R5)                                  |
| L15  | S87°19'21"E | 187.11' 187.42'(R5)                         |
| L16  | N01°55'52"W | 364.27' 363.87'(R5) 364.05'(R5) 382.93'(R6) |
| L17  | N87°13'10"W | 240.64' 239.88'(R5) 240.54'(R6)             |
| L18  | S03°06'32"W | 187.77'(R5)                                 |
| L19  | S86°53'28"E | 150.21' 150.00'(R5)                         |
| L20  | N17°28'15"E | 136.87' 137.45'(R5)                         |
| L21  | N01°55'08"W | 56.74' 56.11'(R6) 56.10'(R5) 56.14'(R5)     |
| L22  | N87°13'10"W | 43.90' 43.49'(R6)                           |
| L23  | N01°55'08"W | 127.03' 126.81'(R5) 126.84'(R6)             |
| L24  | N17°28'15"E | 130.89' 130.76'(R6)                         |
| L25  | N17°28'15"E | 180.22' 176.84'(R5)                         |
| L26  | S86°53'28"E | 195.22' 195.78'(R5)                         |
| L27  | N01°55'08"W | 176.85' 176.95'(R5)                         |
| L28  | N87°13'10"W | 446.21' 445.41'(R5)                         |
| L29  | N00°13'20"E | 374.50'(DEED)                               |
| L30  | N87°25'40"W | 288.05'                                     |
| L31  | N87°25'40"W | 772.10'                                     |
| L32  | N87°25'40"W | 714.43'                                     |
| L33  | S17°28'15"W | 8.76'                                       |
| L34  | N87°25'40"W | 438.55' 438.49'(R4) 438.81'(R7)             |
| L35  | N17°28'15"E | 998.17'                                     |
| L36  | S00°13'21"E | 257.98' 258.00'(R6)                         |
| L37  | N87°25'40"W | 103.35'                                     |
| L38  | S24°23'18"E | 319.57'                                     |
| L39  | S44°28'09"E | 232.54'                                     |
| L40  | S87°25'40"E | 126.13'                                     |

| LINE | BEARING     | LENGTH |
|------|-------------|--------|
| L41  | N46°27'35"E | 11.00' |
| L42  | N87°25'40"W | 10.34' |
| L43  | N02°34'20"E | 20.54' |
| L44  | S87°25'40"E | 15.81' |
| L45  | S17°28'15"W | 9.76'  |
| L46  | S00°16'03"E | 18.99' |
| L47  | S72°46'09"E | 10.39' |
| L48  | S89°11'44"E | 2.96'  |
| L49  | S87°25'40"E | 18.74' |
| L50  | S41°21'31"E | 29.13' |
| L51  | N43°35'05"W | 9.08'  |
| L52  | N87°25'40"W | 18.73' |
| L53  | N87°25'40"W | 2.92'  |
| L54  | N02°34'20"E | 11.22' |
| L55  | N02°34'20"W | 6.04'  |
| L56  | N02°34'20"W | 14.50' |
| L57  | N81°08'52"E | 11.90' |
| L58  | S25°55'05"W | 16.17' |
| L59  | N72°21'45"W | 35.00' |
| L60  | N72°21'45"W | 24.80' |
| L61  | S03°06'32"W | 10.25' |
| L62  | S86°53'28"E | 8.81'  |
| L63  | S86°53'28"E | 17.49' |
| L64  | N87°13'10"W | 10.34' |
| L65  | S34°20'00"E | 20.39' |
| L66  | S87°25'40"E | 16.87' |
| L67  | N30°18'26"W | 10.17' |
| L68  | S87°25'40"E | 70.82' |
| L69  | N86°08'44"W | 6.50'  |
| L70  | S87°20'03"E | 5.34'  |
| L71  | N02°34'20"E | 45.00' |
| L72  | N02°34'20"E | 7.40'  |
| L73  | S87°25'40"E | 5.00'  |
| L74  | S87°25'40"E | 5.88'  |
| L75  | N75°28'43"E | 20.47' |
| L76  | N75°28'43"E | 22.69' |
| L77  | N02°34'20"E | 52.50' |
| L78  | N02°34'20"E | 3.79'  |
| L79  | S87°25'40"E | 5.12'  |
| L80  | N02°34'20"E | 12.36' |
| L81  | N85°05'44"W | 10.00' |
| L82  | N41°40'26"W | 5.05'  |
| L83  | N41°40'26"W | 50.40' |
| L84  | N41°50'26"W | 60.46' |
| L85  | S89°46'39"E | 6.72'  |
| L86  | S00°13'21"E | 37.51' |
| L87  | S89°46'39"E | 25.08' |
| L88  | N87°25'40"W | 10.35' |
| L89  | S44°38'09"E | 11.44' |
| L90  | S87°25'40"E | 10.38' |
| L91  | S17°28'15"W | 12.42' |
| L92  | N87°13'10"W | 82.03' |
| L93  | S87°20'03"E | 5.04'  |
| L94  | S87°25'40"E | 46.69' |
| L95  | S34°20'00"W | 3.34'  |
| L96  | N02°34'20"E | 52.33' |
| L97  | S34°20'00"W | 31.96' |

| CURVE | DELTA     | LENGTH  | RADIUS   |
|-------|-----------|---------|----------|
| C1    | 3°36'21"  | 10.70'  | 170.00'  |
| C2    | 15°31'02" | 46.04'  | 170.00'  |
| C3    | 4°23'11"  | 13.01'  | 170.00'  |
| C4    | 8°40'46"  | 34.84'  | 230.00'  |
| C5    | 1°22'23"  | 55.65'  | 230.00'  |
| C6    | 5°46'24"  | 23.31'  | 230.00'  |
| C7    | 28°41'57" | 10.02'  | 20.00'   |
| C8    | 54°08'45" | 36.83'  | 39.00'   |
| C9    | 32°25'35" | 22.07'  | 39.00'   |
| C10   | 38°39'02" | 26.31'  | 39.00'   |
| C11   | 28°56'17" | 19.70'  | 39.00'   |
| C12   | 22°02'50" | 11.19'  | 20.00'   |
| C13   | 2°42'35"  | 54.65'  | 443.00'  |
| C14   | 0°10'15"  | 12.17'  | 443.00'  |
| C15   | 1°04'27"  | 25.29'  | 1402.40' |
| C16   | 90°00'00" | 31.42'  | 20.00'   |
| C17   | 32°43'18" | 70.82'  | 124.00'  |
| C18   | 2°17'37"  | 7.27'   | 124.00'  |
| C19   | 1°30'54"  | 33.58'  | 1270.00' |
| C20   | 2°17'21"  | 50.87'  | 1270.00' |
| C21   | 0°10'15"  | 146.79' | 1270.00' |
| C22   | 0°54'30"  | 19.39'  | 1270.00' |
| C23   | 0°41'08"  | 15.21'  | 1270.00' |
| C24   | 90°00'00" | 31.42'  | 20.00'   |
| C25   | 39°46'48" | 20.50'  | 36.00'   |
| C26   | NOT USED  |         |          |
| C27   | 90°00'00" | 42'     | 20.00'   |
| C28   | 90°00'00" | 31.42'  | 20.00'   |
| C29   | 27°08'41" | 9.48'   | 20.00'   |
| C30   | 3°43'45"  | 27.04'  | 39.00'   |
| C31   | 4°56'06"  | 1.72'   | 20.00'   |
| C32   | 3°01'10"  | 18.75'  | 39.00'   |
| C33   | 2°53'08"  | 20.35'  | 39.00'   |
| C34   | 2°02'45"  | 15.01'  | 39.00'   |
| C35   | 1°10'32"  | 12.99'  | 39.00'   |
| C36   | 32°03'50" | 11.19'  | 20.00'   |
| C37   | 75°58'01" | 38.40'  | 20.00'   |
| C38   | 85°44'37" | 29.93'  | 20.00'   |
| C39   | 2°47'31"  | 64.81'  | 1330.00' |
| C40   | 4°21'31"  | 101.18' | 1330.00' |
| C41   | 0°36'18"  | 14.04'  | 1330.00' |
| C42   | 49°40'36" | 159.53' | 184.00'  |
| C43   | 5°44'47"  | 18.51'  | 184.00'  |
| C44   | 7°38'30"  | 24.57'  | 184.00'  |
| C45   | 90°00'00" | 31.42'  | 20.00'   |
| C46   | 90°00'00" | 21.99'  | 14.00'   |
| C47   | 72°08'30" | 30.22'  | 24.00'   |
| C48   | 42°34'13" | 37.89'  | 31.00'   |
| C49   | 31°52'51" | 46.18'  | 31.00'   |
| C50   | 32°08'17" | 20.91'  | 31.00'   |
| C51   | 22°36'56" | 20.13'  | 31.00'   |
| C52   | 34°56'16" | 31.10'  | 31.00'   |
| C53   | 22°36'56" | 20.13'  | 31.00'   |
| C54   | 22°36'56" | 20.13'  | 31.00'   |
| C55   | 31°24'31" | 27.88'  | 31.00'   |
| C56   | 11°13'22" | 21.48'  | 38.00'   |
| C57   | 90°00'00" | 31.42'  | 20.00'   |
| C58   | 90°00'00" | 31.42'  | 20.00'   |
| C59   | 90°00'00" | 31.42'  | 20.00'   |
| C60   | 25°51'33" | 78.73'  | 70.00'   |
| C61   | 23°50'34" | 94.37'  | 230.00'  |
| C62   | 2°2'58"   | 17'     | 20.00'   |
| C63   | 25°58'44" | 57.34'  | 74.00'   |
| C64   | 53°19'47" | 38.35'  | 39.60'   |
| C65   | 51°03'57" | 5.63'   | 39.00'   |
| C66   | 51°03'57" | 5.63'   | 39.00'   |
| C67   | 51°03'57" | 5.63'   | 39.00'   |
| C68   | 25°51'33" | 190.27' | 200.00'  |
| C69   | 42°33'09" | 73.77'  | 196.00'  |
| C70   | 63°05'22" | 189.57' | 154.00'  |
| C71   | 12°04'43" | 272.54' | 1300.00' |
| C72   | 9°47'57"  | 222.33' | 1300.00' |
| C73   | 24°24'46" | 60.21'  | 1300.00' |
| C74   | 11°14'44" | 28.08'  | 194.00'  |
| C75   | 1°35'35"  | 5.39'   | 194.00'  |
| C76   | 6°50'32"  | 7.44'   | 87.00'   |
| C77   | 0°02'51"  | 3.80'   | 4419.00' |
| C78   | 0°18'08"  | 3.85'   | 1392.40' |
| C79   | 1°11'43"  | 37.26'  | 139.00'  |

## ADDRESSES

|        |                     |
|--------|---------------------|
| LOT 1  | 19657 11TH PLACE S  |
| LOT 2  | 19657 11TH PLACE S  |
| LOT 3  | 19658 11TH PLACE S  |
| LOT 4  | 1101 S 197TH STREET |
| LOT 5  | 1107 S 197TH STREET |
| LOT 6  | 1115 S 197TH STREET |
| LOT 7  | 1121 S 197TH STREET |
| LOT 8  | 1127 S 197TH STREET |
| LOT 9  | 19624 11TH PLACE S  |
| LOT 10 | 19670 11TH PLACE S  |
| LOT 11 | 19664 11TH PLACE S  |
| LOT 12 | 19658 11TH PLACE S  |
| LOT 13 | 19652 11TH PLACE S  |
| LOT 14 | 1129 S 196TH PLACE  |
| LOT 15 | 1120 S 198TH PLACE  |
| LOT 16 | 1114 S 196TH PLACE  |
| LOT 17 | 1104 S 195TH PLACE  |
| LOT 18 | 19620 11TH AVENUE S |
| LOT 19 | 19618 11TH AVENUE S |
| LOT 20 | 19616 11TH AVENUE S |
| LOT 21 | 19602 11TH AVENUE S |
| LOT 22 | 19614 11TH AVENUE S |
| LOT 23 | 19306 11TH AVENUE S |
| LOT 24 | 19722 11TH AVENUE S |
| LOT 25 | 1113 S 195TH PLACE  |
| LOT 26 | 1119 S 195TH PLACE  |
| LOT 27 | 1125 S 195TH PLACE  |
| LOT 28 | 1131 S 195TH PLACE  |
| LOT 29 | 19440 11TH PLACE S  |
| LOT 30 | 19442 11TH PLACE S  |
| LOT 31 | 19436 11TH PLACE S  |
| LOT 32 | 19430 11TH PLACE S  |
| LOT 33 | 19424 11TH PLACE S  |
| LOT 34 | 19418 11TH PLACE S  |
| LOT 35 | 1114 S 195TH PLACE  |
| LOT 36 | 1106 S 195TH PLACE  |
| LOT 37 | 1102 S 195TH PLACE  |
| LOT 38 | 1030 S 195TH PLACE  |
| LOT 39 | 1024 S 195TH PLACE  |
| LOT 40 | 1018 S 195TH PLACE  |
| LOT 41 | 1012 S 195TH PLACE  |
| LOT 42 | 1017 S 195TH PLACE  |
| LOT 43 | 19501 11TH AVENUE S |
| LOT 44 | 19507 11TH AVENUE S |
| LOT 45 | 19513 11TH AVENUE S |
| LOT 46 | 1012 S 195TH STREET |
| LOT 47 | 1006 S 196TH STREET |
| LOT 48 | 19601 10TH PLACE S  |
| LOT 49 | 19607 10TH PLACE S  |
| LOT 50 | 19613 10TH PLACE S  |
| LOT 51 | 19619 10TH PLACE S  |
| LOT 52 | 19625 10TH PLACE S  |
| LOT 53 | 19631 10TH PLACE S  |
| LOT 54 | 19637 10TH PLACE S  |
| LOT 55 | 19643 10TH PLACE S  |
| LOT 56 | 19649 10TH PLACE S  |
| LOT 57 | 19655 10TH PLACE S  |
| LOT 58 | 19661 10TH PLACE S  |
| LOT 59 | 19667 10TH PLACE S  |
| LOT 60 | 019 S 196TH STREET  |
| LOT 61 | 025 S 196TH STREET  |
| LOT 62 | 031 S 196TH STREET  |



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**C.E.S. NW INC.**  
CIVIL ENGINEERING & SURVEYING

310 29th St. N.E. Suite 101 PUYALLUP, WA 98372  
BUS: (253) 848-4082 FAX: (253) 848-4276

RECORDING NO.

PORTION OF THE NW, NE, SW AND SE QUARTERS OF THE NE QUARTER, SECTION 05, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON.

JOB NO 13094

SHEET 9 OF 193

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# CITY OF DES MOINES, WASHINGTON

Planning, Building, and Public Works Department  
21650 11th Avenue South, Suite D  
Des Moines, WA 98198  
Phone: (206) 870-7576 Fax: (206) 870-6544



## ENVIRONMENTAL MITIGATION AGREEMENT

**Project File No:** LUA05-008

**Project Name:** Blueberry Land PUD

**Project Address:** 19659 Des Moines Memorial Drive

**Applicants:** PBC, Inc.  
19904 Des Moines Memorial Drive  
Seattle, WA 98148  
(206) 241-1640

Rick Williams  
19904 Des Moines Memorial Drive  
Seattle, WA 98148  
(206) 241-1640

Judith Henning  
1045 South 194th Street  
Des Moines, WA 98148  
(206) 824-6451

**Contact:** PBC, Inc.  
Attn: Rick Williams  
19904 Des Moines Memorial Drive  
Seattle, WA 98148  
(206) 241-1640

**Staff Contact:** Jason Sullivan, Land Use Planner

**Date of Decision:** July 20, 2006

THIS AGREEMENT is entered into by and between the City of Des Moines, a municipal corporation hereinafter referred to as the "City" and PBC and Rick Williams hereinafter referred to as the "Developer".

WHEREAS, this agreement is executed pursuant to Chapter 43.21 RCW, the State Environmental Policy Act (SEPA), and Title 16 Des Moines Municipal Code, to provide for mitigation of existing and known environmental impacts associated with the development hereinafter described. This agreement is not, and shall not be construed as a voluntary agreement pursuant to RCW 82.02.020, and the provisions of RCW 82.02.020 shall not be applied hereto. This agreement does not preclude any evaluation and determination by the City of Des Moines upon later actions or proposals undertaken by the Developer that may require a determination of significance and environmental review under SEPA;

WHEREAS, the Developer has submitted a PUD application in order to subdivide 11.61 acres into 65 single family lots;

WHEREAS, the lots created by the subdivision will have an average size of approximately 4,237 square feet;

WHEREAS, the City has reviewed the "Statement of Intent for Blueberry Lane P.U.D. Des Moines, Washington" (dated April 2005; revised December 2005, and revised May 2006) prepared by Sound Engineering, Incorporated;

WHEREAS, when the lot size of a subdivision falls below approximately 4,500 square feet the subdivision would be considered a small lot subdivision;

WHEREAS, the Developers intends to create a small lot development;

WHEREAS, the Developer intends to de-emphasize the automobile and establish a streetscape that is more human scale by accessing garages from alleys and pulling street-facing garages back behind the porch;

WHEREAS, the Developer has requested reduced front yard setbacks to strengthen the connection between the public realm and the private home since the proximity of homes to the street allows residence to have their eyes on the street which enhances safety and fosters social interaction between neighbors;

WHEREAS, a small lot infill development generally causes some change in the look and feel of the neighborhood. An important way to mitigate the impacts of change is to ensure that the development has high quality in design, construction, materials and landscaping;

WHEREAS, aesthetic are an environmental element subject to review under RCW Chapter 43.21 and WAC Chapter 197-11 pursuant to WAC 197-11-444;

WHEREAS, the City has reviewed a study entitled, "Blueberry Lane Wetland Analysis Report" (dated April 4, 2005) and a study entitled "Blueberry Lane Revised Wetland Analysis Report and Concept Mitigation" (dated December 15, 2005) prepared by B-12 Wetland Consulting Inc. and a study entitled "Wetland Mitigation Development Exception for Blueberry Lane PUD" dated May 2006 prepared by Sewell Wetland Consulting (formerly B-12 Wetland Consulting Inc.) which delineated and established mitigation measures for the wetlands located on the project site;

WHEREAS, the City has reviewed a study entitled, "Blueberry Lane PUD Traffic Impact Analysis" (dated March 31, 2005) and a study entitled "Blueberry Lane PUD Revised Traffic Impact Analysis" (dated December 13, 2005) and a study entitled "Blueberry Lane PUD Addendum Letter" (dated May 18, 2006) prepared by JTE, Inc. which evaluated the traffic impacts associated with the project;

WHEREAS, the City has reviewed a study entitled, "Geotechnical Engineering Services: Blueberry Lane Site" (dated September 10, 2004) prepared by GeoResources, LLC., which evaluated surface and subsurface conditions at the project site in order to develop geotechnical recommendations and design criteria;

WHEREAS, the property located in the City is further legally described as:

TAX PARCEL # 0522049005

THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY WASHINGTON, DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION AND RUNNING THENCE EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION 820.02 FEET TO THE TRUE POINT OF BEGINNING OF TRACT HEREIN DESCRIBED; THENCE NORTH ALONG A LINE PARALLEL TO WEST LINE OF SAID SUBDIVISION 274.5 FEET; THENCE EASTERLY ALONG A LINE PARALLEL TO SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION TO WESTERLY LINE OF DES MOINES WAY; THENCE SOUTHERLY ALONG SAID WESTERLY LINE TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE WESTERLY ALONG SAID SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE TRUE POINT OF BEGINNING.

TAX PARCEL #0522049156

LOT 3, KING COUNTY SHORT PLAT NUMBER 779007, ACCORDING TO THE SHORT PLAT RECORDED UNDER RECORDING NUMBER 8001300558, RECORDS OF KING COUNTY, WASHINGTON

TAX PARCEL #0522049071

THAT PORTION OF THE EAST 345 FEET OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF SAID SUBDIVISION; THENCE NORTH 87°19'51" WEST, 179.19 FEET ALONG THE NORTH LINE OF SAID

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SUBDIVISION TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 03°06'02" WEST, 187.77 FEET; THENCE SOUTH 86°53'58" EAST, 193.78 FEET TO THE EAST LINE OF SAID SUBDIVISION; THENCE SOUTH 02°00'17" EAST, 173.95 FEET ALONG THE EAST LINE OF SAID SUBDIVISION TO THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE NORTH 87°21'26" WEST, 345.40 FEET ALONG THE SOUTH LINE OF SAID SUBDIVISION; THENCE NORTH 02°06'53" WEST, 364.05 FEET ALONG THE WEST LINE OF SAID SUBDIVISION; THENCE SOUTH 87°19'51" EAST, 167.45 FEET ALONG THE NORTH LINE OF SAID SUBDIVISION TO THE TRUE POINT OF BEGINNING; EXCEPT THAT PORTION LYING WITHIN DES MOINES WAY (DES MOINES MEMORIAL DRIVE) (ALSO KNOWN AS PARCEL "A" OF CITY OF DES MOINES LOT LINE ADJUSTMENT NO 99-058 RECORDED MARCH 6, 2000 UNDER RECORDING NO. 20000306900003)

TAX PARCEL #0522049022

THAT PORTION OF THE EAST 345 FEET OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHEAST CORNER OF SAID SUBDIVISION; THENCE FROM SAID TRUE POINT OF BEGINNING NORTH 87°19'51" WEST, 179.19 FEET ALONG THE NORTH LINE OF SAID SUBDIVISION; THENCE SOUTH 03°06'02" WEST, 187.77 FEET; THENCE SOUTH 86°53'58" EAST, 150.00 FEET TO THE WEST MARGIN OF DES MOINES WAY (DES MOINES MEMORIAL DRIVE); THENCE NORTH 01°41'55" WEST, 56.10 FEET ALONG THE EAST LINE OF SAID SUBDIVISION TO THE TRUE POINT OF BEGINNING.

TAX PARCEL #0246000127 (3 LOTS COMBINED)

LOT 1

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON; THENCE NORTH ALONG THE WEST BOUNDARY OF SAID TRACT A DISTANCE OF 282.5 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 1,108 FEET TO THE TRUE POINT OF BEGINNING OF TRACT HEREIN DESCRIBED; THENCE CONTINUING EAST PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 78 FEET; THENCE NORTH PARALLEL WITH THE WEST BOUNDARY OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 260 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE A DISTANCE OF 78 FEET; THENCE SOUTH PARALLEL WITH WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 260 FEET TO THE TRUE POINT OF BEGINNING. EXCEPT THAT PORTION THEREOF CONVEYED TO KING COUNTY FOR SOUTH 194<sup>TH</sup> STREET BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 5070288 (BEING KNOWN AS A PORTION OF LOTS 11 AND 12, BLOCK 2, APEX HOME TRACTS, ACCORDING TO THE UNRECORDED PLAT).

LOT 2

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON; THENCE NORTH ALONG THE WEST BOUNDARY OF SAID TRACT A DISTANCE OF 282.5 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 1,186 FEET TO THE TRUE POINT OF BEGINNING OF TRACT HEREIN DESCRIBED; THENCE CONTINUING EAST PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 78 FEET; THENCE NORTH PARALLEL WITH THE WEST BOUNDARY OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 260 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE A DISTANCE OF 78 FEET; THENCE SOUTH PARALLEL WITH WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 260 FEET TO THE TRUE POINT OF BEGINNING.

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EXCEPT THAT PORTION THEREOF CONVEYED TO KING COUNTY FOR SOUTH 194TH STREET BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 5070288 (BEING KNOWN AS A PORTION OF LOTS 12 AND 13, BLOCK 2, APEX HOME TRACTS, ACCORDING TO THE UNRECORDED PLAT).

LOT 3

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON; THENCE NORTH ALONG THE WEST BOUNDARY OF SAID TRACT A DISTANCE OF 274.5 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 1,108 FEET TO THE TRUE POINT OF BEGINNING OF TRACT HEREIN DESCRIBED; THENCE CONTINUING EAST PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER OF NORTHEAST QUARTER A DISTANCE OF 234 FEET; THENCE NORTH PARALLEL WITH THE WEST BOUNDARY OF SAID NORTHWEST QUARTER OF NORTHEAST QUARTER A DISTANCE OF 268 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER OF NORTHEAST QUARTER A DISTANCE OF 78 FEET; THENCE SOUTH PARALLEL WITH WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 260 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER OF NORTHEAST QUARTER A DISTANCE OF 156 FEET; THENCE PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER OF NORTHEAST QUARTER A DISTANCE OF 8 FEET TO THE TRUE POINT OF BEGINNING.

WHEREAS, the City has a traffic impact fee program codified in DMMC Chapter 12.56

WHEREAS, multi-jurisdictional review is required as construction activity extends outside the jurisdictional limits of the City; limited construction activity will occur within jurisdictional limits of the City of SeaTac;

WHEREAS, the City of SeaTac has requested that the developer pay the City of SeaTac's Traffic impact fee;

WHEREAS, the Developer is required to dedicate 10' of property along the frontage of the project site which abuts Des Moines Memorial Drive to the City of SeaTac;

WHEREAS, the Developer is required to install frontage improvements along Des Moines Memorial Drive which is listed as project number 9.1 in the City of SeaTac's Comprehensive Transportation Plan;

WHEREAS, the Developer is entitled to a credit for the value of any dedication of land for, improvement to, or new construction of any system improvements provided by the developer, to facilities that are identified in the capital facilities plan and that are required by the county, city, or town as a condition of approving the development activity pursuant to RCW 82.02.060(3);

WHEREAS, the northern half of the proposed subdivision is located within the Approach Transition Zone for the Port of Seattle's third runway;

WHEREAS, the Port of Seattle's third runway is currently under construction;

WHEREAS, aircraft utilizing the third runway will generate noise levels which will exceed 65 Ldn's.

WHEREAS, the eastern portion of the subdivision abuts the future SR-509 roadway;

WHEREAS, the construction of SR-509 will result in a 35' fill adjacent to the subdivision

WHEREAS, the Developer is required obtain a Development Exception for Environmental Sensitive Areas from the City of Des Moines approved by the City of Des Moines City Council prior to the proposed filling of the wetlands located on the project site;

WHEREAS, the Developer is required to obtain a Clearing, Grading and Filling Permit from the City Planning, Building and Public Works Department for construction of the required infrastructure and the residential structures which emphasizes land development practices that result in a minimal disturbance to the city's vegetation and soils by providing protection to reduce degradation of streams or other water bodies located in and adjacent to the project site via scouring, siltation, and water pollution.

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JH JH

WHEREAS, Native American and other historically and culturally significant artifacts have been uncovered within the City of Des Moines;

WHEREAS, the City of Des Moines Planning, Building, and Public Works Department has determined that the proposed development on the subject property will not result in probable significant adverse environmental impacts and that those environmental impacts identified in the SEPA application will be addressed by entering into an agreement to mitigate such impacts;

NOW, THEREFORE, the City and Developer agree that the following mitigation measures shall be employed by the Developer to ensure that probable adverse environmental impacts created by the proposed project are minimized or eliminated.

1. The Developer shall send a "Notice of Intent to Commence Work" a minimum of 30 days prior to commencing the grading operations needed to install the required infrastructure improvements together with a project work schedule including the phasing of the construction activity, and a reduced scale map identifying the project to all property owners within 300 feet of the project site and the City.
2. The design of the single family residential structures located within the proposed subdivision shall comply with the following guidelines:
  - a. All front loaded garages shall be offset a minimum of 10 feet from the front of the building façade or 7 feet from the back of the porch;
  - b. No more than two of the same model and elevation shall be built on the same block frontage nor shall the same model and elevation be built on adjacent lots. (Models are defined as having significant variations in floor plans, which allows for variety in the massing of the home);
  - c. When the same model and elevation is located on the same block, the developer shall differentiate the same model through the use of at least two building materials and color schemes;
  - d. The primary front building elevation shall have at least one 24 inch articulation or change in plane. The articulation may involve the use of an covered porch, a dormer facing the street, a well-defined entry element, or similar type of protrusion or recess in the building wall as determined by the City's planning division;
  - e. Single family residential structures on interior lots will have windows that do not directly face the windows on the single family residential structure located on the adjacent lot;
  - f. All buildings will have a covered porch, stoop, or a similar main entry point oriented toward the public realm;
  - g. All porches and stoops must have a permanent walkway which connects to the back of the public sidewalk;
3. The Developer shall comply with the City's prescriptive noise remedy methods; except the developer will be required to use Sound Transmission Control (STC) 40 windows instead of the STC-38 windows.
4. The Developer shall install a 15 foot wide landscaping strip adjacent to the proposed SR-509 right-of-way which will be placed in a separate tract as an equal undivided interest property owned by all property owners within the subdivision prior to final plat approval by the City of Des Moines. The landscaping strip shall consist of a mix of evergreen and deciduous plantings. Evergreen trees shall be a minimum height of six feet at time of planting. Plantings shall be chosen and spaced so as to grow together within two years sufficient to provide a 100 percent sight-obscuring screen.
5. The Developer shall pay traffic impact fees to the City of Des Moines at the time the developer files for final plat; however, the developer will receive a credit to apply against the Des Moines impact fees based on the value of the right-of-way dedication on Des Moines Memorial Drive and the cost of the infrastructure improvements on Des Moines Memorial Drive.
6. The Developer shall receive a \$44,880.00 credit to apply against the traffic impact fees paid to the City at the time of building permit issuance pursuant to DMMC § 12.56.
7. The Developer shall properly dispose of the anticipated unusable excavated soils to the satisfaction of the City of Des Moines. The developer shall submit a grading plan that accurately reflects the amounts and locations of cuts and fills. The plan will also identify the amount of any export soils and a proper disposal method and/or disposal site prior to issuance of the City Grading Permit.

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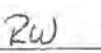
JH

Environmental Mitigation Agreement – LUA05-006  
July 20, 2006  
Page 6 of 7

8. Should the Developer or its contractor uncover any landmarks or evidence of archeological, scientific or cultural importance, the Developer shall cease all work and contact the City of Des Moines and the Washington State Department of Historic Preservation.
9. Should a term, provision, condition or other portion of the Agreement be held to be inoperative, invalid, or void, the same shall not affect any other term, provision, condition or other portion of this Agreement; and the remainder of this Agreement shall be effective as if such term, provision, condition or portion had not been contained herein.

1A  
2A  
3A  
4A

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Environmental Mitigation Agreement - LUA05-008  
 July 20, 2006  
 Page 7 of 7

CITY:

Grant Fredricks  
 Grant Fredricks, P.E.  
 Planning, Building, and Public Works Director  
 City of Des Moines

DEVELOPER:

Rick Williams  
 Rick Williams  
 PBC, Inc.

STATE OF WASHINGTON)

) ss.

COUNTY OF King

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 17<sup>th</sup> day of July, 2006, Richard J. Williams personally appeared before me, to me known as the individual(s) empowered to execute the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

David L. Steen  
 Notary Public in and for the State of Washington,  
 Residing at King County  
 My commission expires 4/29/2008

DEVELOPER:

Judith Henning  
 Judith Henning

STATE OF WASHINGTON)

) ss.

COUNTY OF King

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 17<sup>th</sup> day of July, 2006, Judith Henning personally appeared before me, to me known as the individual(s) empowered to execute the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

David L. Steen  
 Notary Public in and for the State of Washington,  
 Residing at King County  
 My commission expires 4-29-2008

GF

RW

JH

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February 19, 2016

C.E.S. NW, Inc.  
 Attn: Cara Visintainer, PE  
 310 29<sup>th</sup> Street, NE, Suite 101  
 Puyallup, WA 98372

**PROVIDED BY EMAIL**

Re: LUA2014-0003; Blueberry Lane PUD, Final Plat Review  
 19659 Des Moines Memorial Drive South, Des Moines, WA

Dear Ms. Visintainer:

The City of Des Moines has reviewed the revision submittals for final plat and conducted site visits for the above mentioned application. An updated list of items remaining to be addressed follows. These are broken up into items to be addressed prior to City Council review of the final plat and those items that can be deferred. This list is a work in progress. We will keep you updated on any changes.

**Final plat has been tentatively scheduled for the March 10, 2016 City Council meeting. The Council packet and priority items below must be completed by March 3, 2016 in order to keep this date. Revised documents and items to be addressed prior to City Council review will need to be submitted by Friday, February 26, 2016, for review and incorporation. If this timeline is not achievable, March 17 or April 7 are the next potential dates.**

**ITEMS TO BE ADDRESSED PRIOR TO CITY COUNCIL REVIEW OF FINAL PLAT**

1. Check with the City of SeaTac for possible guard rail needed along Des Moines Memorial Drive South, north of the new sidewalk. There is a steep slope due to the widening of Des Moines Memorial Drive South. Staff is confirming whether any additional items for the City of SeaTac are outstanding.
2. French drains will need to be installed and tight lined to the nearest catch basin where water is collecting and flowing over the sidewalks (Tract "B"), connect to catch basin #45. Drain lines laying over the sidewalk on 11<sup>th</sup> Place South (Tract "D") will need to be tight lined to the nearest storm catch basin (#30 and #34).
3. Install fencing along Lot 60, east side of 10<sup>th</sup> Place South, north side of Lot 43, and above block concrete wall next to Tract "J" as they are all potential fall hazards.
4. The developer is required to comply with all Federal and State regulations regarding the fill of the wetlands identified as Wetland B and Wetland C in the submittal materials. Copies of

applicable Federal or State permits required to fill the wetland shall be submitted for the project file prior to the City Council review of the final plat.

5. Final Plat Sheets:

- a. Sheets 4 – 8: Update street names for consistency with final assignments (attached). Update address chart on Sheet 9 if needed.
  - b. Sheets 1 – 9: Lower left hand corner should reference LUA2014-0003.
  - c. Sheet 2: Staff to coordinate with applicant on General Notes wording for Tracts A and F.
  - d. Sheet 6 -7: Tracts "I" and "E" should be labeled NGPE Wetland.
6. The deeds and Real Estate Excise Tax affidavits to transfer the storm drainage and wetland tracts are required to be submitted prior to City Council review of the final plat. These deeds can utilize the plat descriptions as they will not be submitted to King County for recording until after the final plat has been recorded by the County.
  7. The park in lieu fee shall be paid prior to final plat approval and recording, pursuant to condition 4 of Resolution No. 06-224. Appraisal information and final calculation shall be submitted for review and approval prior to payment.
  8. Pursuant to condition 6 of Resolution No. 06-224, the applicant shall pay the substitute wetland mitigation fee in the amount of \$183,843.84 prior to City Council review of the final plat.
  9. Final building permit BLD2014-0476 for rockeries and retaining wall. The Building Division has deemed the as-built information satisfactory. Surface Water final inspection approvals are pending.
  10. Upon final approval by staff, CC&Rs shall be recorded prior to final plat.

#### DEFERRED ITEMS

1. Replace broken sidewalk panel at South 197<sup>th</sup> Street and 11<sup>th</sup> Avenue South, south side next to tree and ramp.
2. Street name signs on local roads within the development (not along Des Moines Memorial Drive South and South 194<sup>th</sup> Street) currently have 6" lettering. These signs shall be replaced with signs having 4" lettering. See attached detail DM.G1.1, for signs at local intersections only.
3. Complete any property restoration for the properties at 1044 and 1045 South 197<sup>th</sup> Street.
4. Remove street tree on east side of 11<sup>th</sup> Avenue South near intersection of South 194<sup>th</sup> Street.
5. Along the west side of 10<sup>th</sup> Place South, south of South 196<sup>th</sup> Street, landscaping should be placed below wall.
6. Move stop sign at 10<sup>th</sup> Place South and South 194<sup>th</sup> Street approximately 15 feet to the south.
7. Repair concrete spall on driveway wing to Lot 31.

8. Remove drainage filters from all catch basins, clean and call for inspections. Once the catch basins are inspected, the filters will need to be reinstalled.
9. Bolt down locking catch basins.
10. Graffiti prevention spray treatment for all exposed block walls.
11. Remove curb and gutter and concrete panels at the west end of South 195<sup>th</sup> Street, on the south side, and install access ramp.
12. Repair slope/interception trench behind Lots 6 & 7.
13. Clean up illegal dumping and construction debris, currently at the south end of 10<sup>th</sup> Place South and west end of South 195<sup>th</sup> Street.
14. Relocate shed currently behind Lot 50.
15. Installation of landscaping and 'Big Toy' for Tract "B".
16. The approved civil plans contain topsoil requirements. This item to remain bonded and the grading permit left open until this item has been fully met. All building permits issued will refer to the grading permit condition with an inspection requirement.
17. Presently, the ponds are not fully constructed, they are essentially operating as temporary sedimentation/detention ponds rather than detention/treatment ponds. Lacking are the stormwater wetland plantings, the separation berm that goes between the cells of the facility, and it is unclear whether the pond depth is per design. Given the weather, work is not expected to be completed until late spring or summer. This item may be bonded until complete.

Re-submittals shall contain five copies of the documents/drawings, a Plan Revision Cover sheet and a CD containing PDF copies of the materials. One copy of final plat drawings in 8 1/2" x 11" shall be submitted for Council packet.

Sincerely,

*Laura Techico*

Laura Techico, AICP  
Senior Planner  
City of Des Moines

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When Recorded Return to:  
City of Des Moines  
Planning, Building and Public Works  
21630 11th Avenue South, Suite D  
Des Moines, WA 98198  
Attn: \_\_\_\_\_

## RELEASE

Assessor's Tax Parcel ID #: \_\_\_\_\_  
Recording # of related document: 8001300558

THE CITY OF DES MOINES, a municipal corporation of King County, Washington ("City"), hereby releases and relinquishes all of the City's rights (as successor to King County) regarding Tract X which are set forth in King County Short Plat Number 779007, recorded at King County Recording Number 8001300558. Specifically (but not by way of limitation), the City hereby releases and relinquishes its right to require the owner(s) of said Tract X to dedicate Tract X for right-of-way and street purposes or to demand that the owner(s) deed said Tract X to the City or King County for such purposes.

The foregoing release and relinquishment shall run with the land.

## GRANTOR:

CITY OF DES MOINES, a municipal corporation of  
King County, Washington

By \_\_\_\_\_  
Print name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

APPROVED AS TO FORM:

City Attorney

At the direction of the Des Moines  
City Council taken at an open  
public meeting on

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of the CITY OF DES MOINES, a municipal corporation of King County, Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_, 2016.

Notary Public for the State of \_\_\_\_\_  
residing at \_\_\_\_\_  
Print name: \_\_\_\_\_  
Commission expires: \_\_\_\_\_

## A G E N D A   I T E M

### BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: City Government 101 – The Marina

FOR AGENDA OF: March 10, 2016

## ATTACHMENTS:

DEPT. OF ORIGIN: Marina

1. Memo to Council

DATE SUBMITTED: March 3, 2016

## CLEARANCES:

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

 APPROVED BY CITY MANAGER  
 FOR SUBMITTAL: 

### Purpose and Recommendation

The staff is presenting this material as part of the City Government 101 program. The goal of the program is to give the City Council and the residents of Des Moines information about the organization and function of City Government. Because the Marina is financially a separate entity within the City government and it strives to “operate as a business”, this information about the Marina is presented in the context of the national and regional marina and recreational boating industries.

**Suggested Motion:** (None Required – Information only)

### Background

Discussion

Financial Impact

Conclusion

N/A

# Memorandum

**To:** City Council  
**From:** Joe Dusenbury, Harbormaster  
**cc:** Tony Piasecki, City Manager  
**Date:** 3/3/2016  
**Re:** City Government 101 – The Marina

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## Introduction

Staff is presenting this material as part of the City Government 101 program. The goal of the program is to give the City Council and the residents of Des Moines information about the organization and function of City Government. Because the Marina is financially a separate entity within the City government and it strives to "operate as a business", this information about the Marina is presented in the context of the national and regional marina and recreational boating industries.

## National Marina Industry

Marinas, always on or adjacent to the water, have varied physical shapes and sizes, offer a diverse range of services and lend themselves to different ownership arrangements. It is estimated that there are over 10,000 marinas in the US, providing about 35,000 full-time jobs and many more part-time jobs. Because of the seasonality of boating in much of the country, the total number of slips in the industry is difficult to determine but estimates are a little over 1 million slips. That equates to about 3 jobs per 100 slips.

The industry is fragmented, meaning that there are very few "big" operators. Nationwide, about 70% of marinas are privately owned, a small fraction are yacht clubs and condominiums and the remaining 30% are municipal, state and federal gov't facilities. On the west coast the split between private and publically owned is probably more even.

Marina industry revenues in the US for 2015 were about \$4 billion dollars. Economists estimate the multiplier value for non-tourist oriented marinas to be between two and three, meaning that for every dollar spent at the marina generates two to three dollars of community at large. Related business like restaurants, clothing and supply stores, gasoline stations, repair shops and others benefit from the extra spending activity that slip holders represent.

Recreational boating really started after WWII. Industry used construction techniques for aluminum and fiberglass developed during the war to mass produce durable, low-maintenance boats and the growing middle class had the discretionary income to buy them. Starting in the 1950's the national marina and boating industries grew fairly constantly, enduring several shocks along the way. The oil embargo and higher fuel prices, double digit inflation and high interest rates of the 1970's, along with the expansion of environmental regulations tended to dampened growth in both industries. By the late 1980's sales of recreational boats in the US topped out at about 500,000 units per year.

Today, the sales of kayaks, paddle boards and other specialty water craft are growing rapidly. After several years of decline, the sale of traditional powerboats, especially boats over 30 ft. have increased for four years running. In 2015 sales of new powerboat totaled about 180,000 units. Marina occupancy rates have been improving the last four years also, but gross profits have not increased as much, mainly because expenses kept growing during the recession but revenues were flat.

### Local Marina Industry

The development of the Marina industry in the North West essentially mirrored the rest of the nation, with salmon fishing being an additional driver of growth. At the peak of recreational salmon fishing in the 1960's, it was common for boaters to log two million "boat days" a year. A "boat day" meaning one person in a boat on the salt water for some period of time on a specific day.

The Puget Sound is a unique body of water that is large but still relatively sheltered and safe. The fact that it is has so many marinas that provide easy access has contributed to the growth of boating clubs and groups. At last count there were over 200 active boating organizations around the Sound.

*March 3, 2016*

The challenging topography of the Puget Sound along with the fact that 60% of the tidelands in the state are privately owned limits the number of sites available for Marinas in this area. The larger marinas tend to be located in the urban areas and are considered "home port" marinas, that is they have a year-round moorage customer base. The "destination" marinas tend to be smaller, and are usually located in the less populated areas like the San Juan's or out on the Hood Canal. Destination marina have a more seasonal moorage customer base and have lower off peak occupancy rates.

Until the recession of 2008-10 there were not enough slips in the 30 ft. plus range to meet the demand. After the recession the supply and demand are more equal. Even before the recession, the number of small (26 ft. and less) boats on the saltwater was declining, largely due to the decline in salmon fishing opportunities and occupancy rates in slips less than 30 ft. long were falling.

After several years of decline, new and used boat sales have increased for three years in a row, following the national trend. The sales of specialty water craft are also increasing similar to the national numbers.

For the entire sound, current occupancy rates are 93% peak season and 80% off-peak. For the South Puget Sound, current occupancy rates are 88% peak season and 73% off-peak.

### Summary

Nationally and regionally, boat sales and marina occupancy rates are recovering but are still not back to pre-recession levels. Regionally, Sales of the "mid-sized" boats, 27 to 34 ft. are showing encouraging growth but the absolute numbers of sales is still small compared to pre- 2007 numbers. The Current occupancy rates for the Puget Sound Region are 93% peak season, and 80% off-peak. Most marinas in the Sound are reporting that, over the last two years occupancy rates for boats 31 feet and longer have increased slightly but that occupancy for boats under 31 feet has declined. The opportunities for salmon fishing continue to decline but cruising, both by individuals and clubs is growing and is now the primary saltwater activity around the sound.

## The Des Moines Marina

In the mid-1960's a group of Des Moines Citizens realized that the shoreline in front of the City was one of a very few places between Seattle and Tacoma where a Marina could be built. They succeeded in convincing their fellow citizens on the merits of the project and by 1968 the City had assembled the tidelands and secured the financing to build a marina.

The original construction cost was about \$3.5 million dollars and the money was raised by selling bonds. At the time, the City took advantage of a federal government program run by the Department of Housing and Urban Development, (HUD) to help sell the bonds. The HUD program guaranteed the price, (and therefore the interest rate) that the bonds sold at. In other words, the City determined that they would have to sell the bonds at or below a 4% yield to make the project work and HUD said that the agency would purchase the bonds at that rate if they could not be placed in the private sector. The bonds did sell at the required rate and the guarantee was not needed.

The bonds were "40 year revenue bonds". The only security for the bonds was the marina facility itself and the revenues produced by the Marinas operation. The bond holders did not have any claim on any other City funds or the City's taxing authority. Nationwide, revenue bonds did not work out well and essentially went out of existence many years ago.

When the Marina opened in the spring of 1970, the City set it up as an "enterprise fund". In the 46 years of the Marinas operation no tax revenues have been used to support the facility or its operations. The debt service and the operating costs of the Marina have been entirely paid for out of the revenues generated by the Marina's operations. *(The staff believes that the City of Des Moines Marina is the only publically owned marina in the state of Washington, and possibly on the entire west coast that can make that claim.)*

In the region, the Marina is considered a "home port" and has a stable year-round moorage base. With 730 in-water slips and 105 upland storage spaces, the Marina is a mid-sized facility, but it is a full service marina with a fuel dock, boat yard and guest moorage facilities.

The Marina was originally designed to facilitate recreational fishing as its primary use. Around 2000, the City adopted a master plan for the Marina that embodied the decision to shift the focus of the Marina's operations from fishing to the fuel and guest moorage businesses.

March 3, 2016

Marina revenues increased from 2000 to 2005 and then flattened out during the recession. By 2012 revenues were trending upward again and by last year, 2015, all revenues, especially, moorage, guest moorage and fuel sales were back to pre-recession levels.

### Current Marina Conditions

*(About one year ago, the staff and representatives of the Marina tenants and other community organizations went thru a traditional strengths, weaknesses, opportunities and threats, (SWOT) analysis. The following is a summary of that effort.)*

#### Strengths

- Even though Des Moines is located right in the middle of the greater Metro area, the Marina is relatively isolated. By water, the nearest comparable marinas are 18 miles away in Seattle or about 12 miles away in Tacoma.
- The Marinas "market area" is a semi-circle lying to the east with a radius of 12 to 15 miles. This area encompasses several hundred thousand people and thousands of boat owners.
- The Marina has 98-99% peak season and 81% off-peak occupancy rates, A little above the rates for the whole region.
- The Marina fuel dock is the price leader in the Sound and sells more fuel than any other recreational Marina in Washington.
- The independently operated boat yard has a great reputation and brings customers in from all over the mid and south sound.

#### Weaknesses

- Aging of critical parts of the facility. The floating docks are nearly 50 years old and some persistent problems are developing, especially with the roof structures and electrical systems. About 800 feet of the original timber bulkhead was replaced in 2010, but more should be replaced soon, specifically the bulkhead around the north parking lot.
- The occupancy of the 20, 24 and 28 foot slips continue a slow but persistent decline.

#### Opportunities

- The upgrades to the north end of the Marina in 2010 were intended to make the area more inviting to the non-boating public. The results have exceeded our expectations and the increase in the number of people using the north end of the Marina could be a catalyst for some further development on the Marina floor.

- The 2010 project moved utilities to make “development pads” on the Marina floor and to create room for the expansion of the boat yard so the infrastructure is mostly in place for future development.

#### Threats

- Bigger boats are selling, particularly along the coasts, and kayak, paddleboards and jet ski sales are up nationwide, but the number of boats needing a slip continues to decline as the “middle” continues to drop out, that is the boats 24 to 28 feet long.
- The aging demographic of boaters. Over the last 15 years, the average age of boat owners, especially saltwater boaters has increased by more than 10 years. This is a trend that started before the recession and combined with (a.) planning becomes very difficult. It is clear that larger slips will be needed but how many? Overbuilding is a threat. It is also not clear if the younger people buying kayaks and other specialty products will stay in boating and “buy up” like previous generations.

#### Conclusion

After being relatively stable for a long time, the marina industry is changing.

During times of change it is easy to forget that change is the norm, not the exception. The future of the Des Moines Marina will only be limited by our ability to adapt to change and our willingness to re-invest in the facility.

People will continue to want to be by and on the waters of the Puget Sound.

What activities that desire will encompass and what amenities and services will be needed is not entirely clear. It is however, clear that whatever the activities are, they will require access to the water and because public access to the Sound is so limited, the Marina will continue to be an essential part of our community.

## A G E N D A   I T E M

SUBJECT Council authorization for replacement of copiers.

ATTACHMENTS:

AGENDA OF: March 10, 2016

DEPT. OF ORIGIN: Finance & Info Technology

DATE SUBMITTED: March 2, 2016

CLEARANCES:

[X] Finance 

[X] Legal 

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: 

### **Purpose and Recommendation:**

The purpose of this agenda item is to request Council direction and approval for the purchase or leasing of new Canon copiers from Copiers Northwest. Staff is seeking direction from the Council as to whether to purchase or lease eleven copy machines to replace the existing copy machines.

### **Suggested Motion:**

Motion 1: "I move to approve entering into a purchase contract for eleven copiers in the amount not to exceed \$92,942, including tax, with Copiers Northwest and authorize the City Manager to negotiate and sign a contract substantially to that effect."

or

Motion 2: "I move to approve entering into a leasing contract with Copiers Northwest for eleven copiers with a term of 48 months not to exceed total contract cost of \$108,855 and authorize the City Manager to negotiate and sign a contract substantially to that effect."

or

Motion 3: "I move to approve entering into a leasing contract with Copiers Northwest for eleven copiers with a term of 60 months not to exceed total contract cost of \$ 113,755 and authorize the City Manager to negotiate and sign a contract substantially to that effect."

### **Background:**

The City's current five year lease for copier equipment with Copiers Northwest will expire at the end of March 2016.

### **Discussion:**

The City has two competitive bid contracts to choose from when purchasing or leasing copiers, King County KCDA or WA State NASPO. The NASPO contract was selected because of the wider range of

equipment choices and lower per page operating costs. After evaluating the various brands and matching those with the features needed by staff it was determined that Canon offered the best range of equipment. Since every vendor would be offering the same contract pricing the IT Manager recommends that the City continue to use Copiers Northwest because of their excellent level of service and expertise with the Canon line.

#### **Alternatives & Financial Impact:**

The City has the option of purchasing or leasing the copiers. Lease options are for 4 years or 5 years. The below comparative analysis assumes at the end of the initial lease period the subsequent 4 year contract will cost 15% more and at the end of the 5 year lease contract the subsequent 5 year contract will cost 20% higher. The analysis shows purchasing is the lowest cost option under all three scenarios: if the machines are kept 5 years, 6 years or 7 years. The longer the machines are kept, the more the savings from purchasing rather than leasing grow.

| Cost of 5 Years Service |            |            |          |
|-------------------------|------------|------------|----------|
|                         | 4 Yr Lease | 5 yr Lease | Purchase |
| 4 Yrs initial rate      | 108,851    |            |          |
| 1 Yr 15% incr roll rate | 31,295     |            |          |
| Total Cost              | 140,146    | 113,755    | 92,942   |
| Purchase Option Savings | 47,204     | 20,813     | -        |
| Savings % of Purch      | 51%        | 22%        |          |

| Cost of 6 Years Service |            |            |          |
|-------------------------|------------|------------|----------|
|                         | 4 Yr Lease | 5 yr Lease | Purchase |
| 4 Yrs initial rate      | 108,851    |            |          |
| 2 Yr 15% incr roll rate | 62,590     |            |          |
| 5 Yrs initial rate      |            | 113,755    |          |
| 1 Yr 20% incr roll rate |            | 27,301     |          |
| Total Cost              | 171,441    | 141,056    | 92,942   |
| Purchase Option Savings | 78,499     | 48,114     | -        |
| Savings % of Purch      | 84%        | 52%        |          |

| Cost of 7 Years Service |            |            |          |
|-------------------------|------------|------------|----------|
|                         | 4 Yr Lease | 5 yr Lease | Purchase |
| Total Cost              |            |            |          |
| 4 Yrs initial rate      | 108,851    |            |          |
| 3 Yr 15% incr roll rate | 93,884     |            |          |
| 5 Yrs initial rate      |            | 113,755    |          |
| 2 Yr 20% incr roll rate |            | 54,602     |          |
| Total Cost              | 202,736    | 168,357    | 92,942   |
| Purchase Option Savings | 109,794    | 75,415     | -        |
| Savings % of Purch      | 118%       | 81%        |          |

The 2016 city wide budget has \$20,125 for 2016 copier service. 3 months of that amount will be consumed by the existing contract which leaves approximately \$15,095 available for 2016 replacement.

The General Fund's allocable share of the copiers' cost is approximately 83%. If the 5 year lease option is selected the 9 month cost for the rest of 2016 would be \$17,065 and a 2016 budget adjustment of \$1,970 city wide (\$1,640 General Fund) will be needed. If the immediate purchase method is selected, a 2016 city wide budget adjustment of \$77,850 (\$64,860 General Fund) will be needed. Thus the 2016 budget impact of choosing purchase over leasing (city wide total) is the net: \$75,880 (\$63,220 General Fund).

**Recommendation/Conclusion:**

Due to the significant savings available from purchasing as compared to leasing (savings range from \$20,813 to \$109,794 depending on the scenario), staff recommends the equipment be purchased by the computer replacement fund. Based on Canons reputation for highly dependable equipment it's possible these copiers could have a 6-7 year lifespan. The maintenance agreement costs are priced on a per page basis and are the same whether the copiers are leased or purchased.

To prevent such a large need for cash in the future to purchase the next round of copiers, staff also recommends a seven year replacement life be used and future annual replacement amounts set aside starting in 2017. Much of the new annual replacement amount is covered by the annual savings from purchasing instead of leasing (22%, 52% or 81% depending on the actual number of years the new copiers are in service). Replacement fund financing method provides for the replacement of copies over time in manner that *earns* annual interest *revenues* rather than *paying out* annual interest *expense*.

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## CITY COUNCIL

## Speaker Sign-Up Sheet

March 10, 2016

[illegible]

March 9, 2015 – Union Certified

We meet together as a group and I am selected as negotiator and Louise Darcy as Steward

July 7, 2015 –Deborah Phillipson and I try to opt out and decertify the Union

July 13, 2015 – Brandon Hemming removes me as Negotiator without my permission or a vote.

July 15, 2015 – Notified by PERC we are too late to decertify the union.

Aug 4, 2015 – Negotiation meeting start with the City –Deborah and I ask about the meeting and our representatives will not tell us any information.

Sept 10, 2015 – Negotiation meeting – Deborah and I ask about the meeting and our representatives will not tell us any information.

Oct 23, 2015 – Negotiation meeting – Deborah and I ask about the meeting and our representatives will not tell us any information.

Nov 1, 2015 – Negotiation meeting - Deborah and I ask about the meeting and our representatives will not tell us any information

Nov 16, 2015 – Meet as a group with Brandon refused to give Deborah or I any information to make any kind of financial decisions.

Nov 17, 2015 E-mail received from Brandon Hemming about the no strike no lockout clause

Nov 17, 2015 – I request more information about the rest of the contract and Brandon Hemming refuses to give Deborah or I any additional information on contract negotiations. Brandon also states in his email about out the chosen representatives –They were not chosen originally I was – Brandon changed this on his own without a vote.

Nov 19, 2015 – I e-mail Brandon stating he and the representatives are not bargaining for the entire group. There are only 4 in the group and two are on the negotiating committee and he has an obligation to negotiate for the entire group – not just 2

Nov 20, 2015 –Negotiation meeting – Deborah and I ask about the meeting and our representatives will not tell us any information and this continues throughout the rest of the negotiations.

Dec 1, 2015 – receive e-mail from Brandon Hemming about vacation Bidding

Dec 4, 2015 - The City Manager meets with our group about furloughs.

Dec 7 and Dec 11, 2015 – I sent emails to our representatives Coral and Louise about the contract requesting information about salaries, benefits, and the proposals to find out what kind of financial impacts this could have on my family.

Dec 10, 2015 – Deborah and I both vote no to vacation bidding – with the reason why. However, Brandon states in his e-mail that there were 2 votes yes, 1 voted they did not care and 1 voted no. – Once again this is not accurate I have attached the e-mails we sent

Dec 13, 2015 – Deborah and I ask about the meeting and our representatives will not tell us any information

Dec 21, 2015 – Deborah and I ask about the meeting and our representatives will not tell us any information

Jan 5, 2016 – Deborah and I ask about the meeting and our representatives will not tell us any information

Feb 1, 2016 – Deborah and I ask about the meeting and our representatives will not tell us any information

Feb 11, 2016 Deborah is on vacation out of country until Feb 29<sup>th</sup>, 2016

Feb 12, 2016 – e-mail from Brandon there is a tentative agreement with a meeting on 02/29/16

Feb 16, 2016 – e-mail of the Latest version of contract

Feb 16, 2016 – I send an e-mail to Brandon requesting to move the meeting due to Deborah being out of the Country on vacation and not arriving back until 02/29/16 and that Deborah and I have scheduled appointments that were made previously to his request of the 02/29/16 meeting date. We request the meeting date to March 3<sup>rd</sup>, 2016 when we would both be available.

Feb 26, 2016 – Brandon responds that he has been directed to hold the meeting and the vote that night. A vote on a contract Deborah has not even seen.

Feb 26, 2016 – Again, I e-mail my 2<sup>nd</sup> request to change the date of the meeting to March 3<sup>rd</sup>, 2016.

Feb 26, 2016 – I contact the City Manager Tony Piasecki and ask if Brandon is being directed by the city to hold the vote on Feb 29<sup>th</sup>, 2016. The City Manager stated no. The City only requested to have the vote completed by March 3<sup>rd</sup>, 2016 @4:30 pm.

Feb 26, 2016 e-mail from Brandon refusing no to move the meeting date.

Feb 29, 2016 – I send a 3<sup>rd</sup> time e-mail to move the date to March 3<sup>rd</sup>, 2016.

Feb 29, 2016 – I e-mail a list of 13 questions to Brandon about the contract

Feb 29, 2016 – Brandon e-mails a response to my questions

Feb 29, 2016 - Deborah and My issues with 5 of Brandon's responses

1. 1. The answer is vague Seniority should start from Date of Hire from the City. I do not know what CBA even means?
2. The option of the 457 and our sick hours – it was never discussed with us about changing our original request for the sick hours to be moved to our 457 – What we wanted is what the rest of the city received – Once again they changed it not what we wanted but what the other two wanted.
3. We both voted no to the vacation bidding and it is still in the contract. – again only for the two not the entire group
4. The “signing bonus” is not accurate and it happens that the Negotiator Coral is over paid.
5. It states that my position as a lead court clerk is paid at a premium to perform a supervisory role when that is in no way correct. I am paid for being a lead nothing else. Again, leaving me out when the others would be paid a premium for working at a higher classification?

Feb 29, 2016 – Deborah and I in fear of a yes vote if we fail to appear – go to the Des Moines Library and vote no to the contract and no to any strike or leave. At no time did Brandon or our representatives ever explain anything to us about the contract or what voting no to the strike would mean.

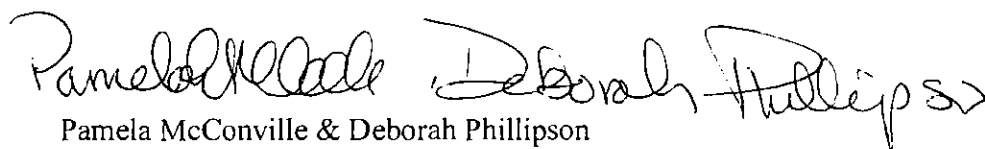
March 1, 2016 – We receive e-mail from Brandon that the vote went through 2 votes yes – two votes of no and 4 against the strike – somehow making this contract passable.

March 1, 2016 – We write a letter to the City Manager stating we voted no and we did not want this contract passed.

March 10, 2016 – Sent by registered mail and by e-mail to PERC to decertify this Union due to no contract being signed by March 10, 2016. We filed the Decertification with the City Clerk and mailed intent to decertify to the IAM Union and the two representatives Coral Garcia and Louise Darcy.

This is an unfair Bargaining Agreement. We have been deceived and discriminated against since attempting decertification. There are only 4 clerks in the bargaining unit and two of us have been kept from the bargaining process. By the Counsel not approving this contract, it is one of our last recourses in attempting fair and equitable bargaining with IAM and the City. We at this time are requesting the Counsel, to not approve this and to pull this item from the consent calendar.

Sincerely,

Handwritten signatures of Pamela McConville and Deborah Phillipson. The signature for Pamela McConville is on the left, and the signature for Deborah Phillipson is on the right, with a large 'S' at the end of her signature.

Pamela McConville & Deborah Phillipson

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**RE: Union**

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**From :** boshmac@comcast.net

Tue, Jul 07, 2015 (

**Subject :** RE: Union

**To :** purplelady09@comcast.net, Brandon Hemming <brandon@iam160.com>, coralg119@yahoo.com,  
darcybuilt@hotmail.com

I want everyone to know that myself and Deborah are opting out of being in the Union. This has come after many talks and going over the good and bad of both being in the Union vs being Non-Union. We have mailed in a letter to PERC requesting to revoke our card and remain Non-Union. I do not want to wait in let everyone know. I do apologize for all of  
Brandon and the Unions time spent helping us to organize.

Sincerely,

Amela McConville and Deborah Phillipson  
Des Moines Municipal Court

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**Bargaining Committee**

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**From :** Brandon Hemming <brandon@iam160.com>

Mon, Jul 13, 2015 0

**Subject :** Bargaining Committee

**To :** Coral Garcia, <coralg19@yahoo.com>, Deborah Phillipson, <purplelady09@comcast.net>, Louise Darcy  
<darcybuilt@hotmail.com>, Pamela McConville <boshmac@comcast.net>

**Cc :** Terry Jensen <terryjensen@comcast.net>

Good morning,

In response to the recent email sent by Pamela illustrating that she no longer wishes to be a participant in the Union, I find that it would be inappropriate for her to serve on the negotiating committee. I have asked Coral and she has accepted the appointment to serve in Pamela's stead.

If you have any questions please contact me.

*Brandon Hemming*

Business Representative

MACHINISTS UNION DISTRICT 160

2135 15th Pl S. 2nd Floor

Seattle, WA 98108

206-764-0461 Office

206-764-0468 FAX

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RE: union

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**From :** Dario de la Rosa (PERC) <Dario.delarosa@perc.wa.gov>

Wed, Jul 15, 2015 0

**Subject :** RE: union

2 att

**To :** purplelady09@comcast.net

**Cc :** Pamela McConville <boshmac@comcast.net>

Pamela and Deborah

apologize for the delay in getting back to you. I have been out of the office.

With respect to the question about revoking your authorization cards, the deadline for that passed. Per the original investigation statement in this matter, the deadline to revoke any authorization card was February 23, 2015. I have attached the investigation statement with this email.

With respect to decertifying the union, the timing for decertifying the union will depend on whether the union successfully negotiates a contract on the employees behalf within the one year period from the date of the PERC certification. In this instance, the PERC certification was issued on March 9, 2015. I have attached the bargaining unit certification with this email.

- If the union is not able to successfully negotiate a contract on the employees behalf, then the soonest that you could file a decertification petition is March 10, 2016. State law permits only one representation action per year for a bargaining unit of employees. RCW 41.56.070.
- If the union successfully negotiates an agreement on the employees behalf in that one year period, then the period to file a decertification petition is the 90-60 day "window" period that is immediately before the expiration of the contract. For example, if a contract runs from July 1, 2015, to June 30, 2017, then the period to file a decertification petition opens April 22, 2017 (60 days before the expiration of the agreement) and closes May 2, 2017 (90 days before the expiration of the agreement). The window period will change depending on the term of the contract, so these dates are very important.

I hope this answers your questions. If you have any other questions, please feel free to ask.

**Dario de la Rosa**  
**Representation Case Administrator**  
**Public Employment Relations Commission**  
**360) 570-7328**  
**dario.delarosa@perc.wa.gov**

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**From:** purplelady09@comcast.net [mailto:purplelady09@comcast.net]

**Sent:** Tuesday, July 14, 2015 6:51 PM

**To:** de la Rosa, Dario (PERC)

**Cc:** Pamela McConville

**Subject:** union

To: Dario De La Rosa,

I called and left you a message on 7/13/15. I have a few questions pertaining to the International Assoc.

**RE: Negotiating Update**

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**From :** Brandon Hemming <brandon@iam160.com>

Tue, Nov 17, 2015 09:57 P

**Subject :** RE: Negotiating Update**To :** 'Pamela McConville' <boshmac@comcast.net>

Pamela, as I told you when we spoke at the benefits meeting on Monday, the proposals that are being written are fluid until finalized. Without the context of the discussion surrounding the specifics of each article it would create nothing but confusion. This is the very reason for a negotiating committee. The individuals that are chosen to represent the group do just that until a final draft is produced. At that point we will all read and discuss the articles within the final or voting document together and answer any questions that may come about. Then the group will vote to accept or reject the document. I know this is not exactly what you wanted to hear but trust that this is the most effective and efficient way to carry out this process.

If you have any questions please feel free to contact me.

*Brandon Hemming*

Business Representative

MACHINISTS UNION DISTRICT 160

9135 15th Pl S. 2nd Floor

Seattle, WA 98108

206-764-0461 Office

206-764-0468 FAX

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**From:** Pamela McConville [mailto:boshmac@comcast.net]**Sent:** Tuesday, November 17, 2015 7:32 PM**To:** Brandon Hemming**Subject:** Re: Negotiating Update

Brandon

I am requesting copies of all the proposals you have filed and the city has filed.

Thanks

Pamela

Sent from my iPhone

On Nov 16, 2015, at 4:38 PM, Brandon Hemming <brandon@iam160.com> wrote:

Ladies,

I am writing to bring everyone up to date on the progress we've made thus far. I'd like to start by thanking Louise and Coral for all their hard work in prepping for our sessions. The initial process of building a contract from nothing can be a daunting task in itself, coupled with the financial struggles that the City is going through and it can often feel during our negotiation sessions like we are talking in circles. With that being said, I am pleased to say that we are steadily making progress. We have tentatively agreed on language for several articles including the contract's preamble, recognition of the unit clause which dictates the classifications covered by the agreement, a union security clause which covers the hiring of new

employees and having dues deducted from your checks, a non-discrimination clause, a no strike no lockout clause that says we will not strike and the city will not lock us out during the life of the agreement, and a labor management clause that sets parameters for a committee to solve issues that may arise between the city and the clerk group. We are still working to finalize issues like employee and management rights and employee benefits including wages, vacation and holidays, and health coverages. We also have yet to agree on language that covers discipline, a grievance procedure, hours of work and overtime. As you can tell we have a way to go but again, we are making steady progress.

Thank you for your patience through this process and please know that the group is well represented by the members attending these meetings.

*Brandon Hemming*

Business Representative

MACHINISTS UNION DISTRICT 160

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**RE: Negotiations**

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**From :** boshmac@comcast.net

Thu, Nov 19, 2015 08:07 A

**Subject :** RE: Negotiations**To :** Brandon Hemming <brandon@iam160.com>**Cc :** purplelady09@comcast.net, boshmac@comcast.net

Brandon,

I understand the proposals that go back and forth are fluid and you think discussions about the articles could cause confusion. If we were a large group, I would agree. However, our union is only four clerks! And, two of the four, are on the negotiating committee. I truly think that Louise or Coral could summarize the articles and go over a copy of all the proposals with us and answer any questions we might have. Unless, of course, you think they are incapable of doing so.

Unfortunately, you are leaving us no options to discuss (as a group) what is best for everyone. I understand that you may have issues with me because Deborah and I tried to withdraw this summer. But, you still have an obligation to negotiate for the entire bargaining unit. Being that neither Deborah nor I have been asked our input, as to what we would like to see in the contract, by you, Louise, or Coral, since you started negotiations in August, I would say you are not negotiating for the entire group.

In regards to bringing the final proposal to Deborah and me, then voting to accept or reject it, doesn't seem fair -- and here's why:

The city is asking for 12 days furlough in 2016 -- Will you negotiate this without talking to us first?

Salaries -- I have no idea what you are asking for regarding increases, COLA, benefits, etc. - what are you basing your proposal on?

Currently, its open enrollment for health insurance -- No one in our group has any idea what our insurance premiums are going to be and/or how to calculate them.

These are issues and concerns that greatly affect our livelihood and keeping me (and Deborah) out of the loop is not going to work. Our office is too small and we work together too much to have a potential rift in our work environment.

What you may think is an efficient and effective way, may not always work for every union group that you work with.

Therefore, I am once again requesting all the proposals that the city has given you for all the meetings you have had with them since August. As well as, a copy of any proposals that you have submitted on behalf of the court clerks, so we may discuss any concerns or ideas as a cohesive group.

We are more than willing to sit down with you to discuss any and all proposals that have brought up after Friday's meeting.

I understand and appreciate all that you have tried to do for us, however, our group is very unique due to our small size and close-knit environment. I hope you will take this letter in the true intent it was given which is to move forward in a positive manner and work together as a team.

Sincerely,

Pamela McConville

---

**Re: Vacation Bidding**

---

**From :** Brandon Hemming <brandon@iam160.com>

Thu, Dec 10, 2015 02:08 PM

**Subject :** Re: Vacation Bidding

**To :** boshmac@comcast.net

Thank you for your response.

Brandon Hemming

On Dec 10, 2015, at 1:12 PM, boshmac@comcast.net wrote:

Brandon

After review of the proposed vacation bidding, I do not think there is any need to have vacation bidding in the contract at all.

Here is why, I have been working for the City of Des Moines for over 19 years and in that time I have never had a problem putting in my vacation request at any time. We have always worked together on figuring out vacation schedules.

I do not have any way to know what my children's sports schedule will be a year in advance. I also take vacations with my family and friends. My husband leaves for brake testing in other states and has delivery flights around the world that could happen anytime throughout the year. Having the flexibility to have my options open is crucial for my family.

Sincerely,

Pamela McConville

---

Brandon,

After looking over the vacation bidding. I don't think we need to have a vacation bidding in the contract.

I asked the girls in the meeting they have gotten the vacation they wanted. Why waste our time and yours if we don't need?

I have worked in this office now for 15 years and we have never had a problem with getting the vacations we want. The reasons I have a problem with picking vacations a year in advance. I have a family that comes to town every year and I do not know when that will be each year. Sometimes I only know 1 month ahead. I also have a time share that I can not get dates that far in advance. We have always worked together to figure out our vacation schedules.

I would like to see the committee focus on the list we gave you as a collective bargaining group, when we gathered to work on what we need. ie: our cola's for 2014 and 2015- retro pay, 2016 cola's salary study, and much more. Which is very important to me, that is money we are losing, all the other bargaining agencies have already received it a year ago. We have not been allowed to have any input of what is going on with the list we have given you. we only hear from you when it does not impact the list we have not requested.

Sincerely

Jorah Phillipson

## **Pamela McConville**

---

**From:** Pamela McConville  
**Sent:** Wednesday, December 09, 2015 3:19 PM  
**To:** Coral Garcia; Louise Darcy  
**Cc:** Deborah Phillipson  
**Subject:** RE: Meeting with Tony

After, the meeting with Tony on 12/04/15 about furloughs. I really need more information on the proposals offered by both the IAM union and the City of Des Moines on both benefits and salaries to make any kind of educated determination on what my options are. I would like to help the city with the least amount of financial and health benefit impacts to myself and my family. At this time I am again requesting copies of all the proposals from the City of Des Moines and from IAM union. Deborah is in a similar situation with being a single person supporting herself and with retirement in the future it is imperative to have an idea on what is happening in negation's.

Sincerely,

Pamela McConville  
&  
Deborah Phillipson

Pamela McConville  
Lead Court Clerk  
Des Moines Municipal Court  
Normandy Park Municipal Court  
Phone: 206-878-4597  
Fax: 206-878-4387

Email usage:  1% of 10 GB

Mail



Email

Voice

Address Book

Calendar

Text Messaging

Preferences

Hi

Mailboxes

Inbox (83)

Sent

Drafts

Spam

Trash

Close

New

Get Mail

Reply

Reply to All

Delete

Spam

A

Re: Proposals

Sent By: coraigl19@yahoo.com On: Dec 12/13/15 11:33 AM

To: Pamela McConville; Louise Darcy; Deb Phillipson; brandon@iam160.com

cor:



Hi,

When all of us had the meeting with Brandon, he explained why we cannot give copies of paperw

I'm forwarding this email to Brandon.

Thanks

Coral

Sent from my HTC One on the Verizon Wireless 4G LTE network

----- Reply message -----

From: "Pamela McConville" <boshmac@comcast.net>

To: "Coral Garcia" <coraigl19@yahoo.com>, "Louise Darcy" <darcybuilt@hotmail.com>, "Deb Ph" <purplelady09@comcast.net>

Subject: Proposals

Date: Fri, Dec 11, 2015 6:29 PM

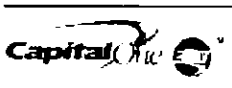
I sent you an email on 12/07/2015 requesting copies of the City of Des Moines and the IAM Union the status of my request.

Thanks

Pamela & Deborah

Sent from my iPhone

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## Pamela McConville

---

**From:** Pamela <boshmac@comcast.net>  
**Sent:** Tuesday, March 01, 2016 4:18 PM  
**To:** Pamela McConville  
**Subject:** Fwd: TA'd doc  
**Attachments:** TA CBA Reformatted 2-12, Sent to DM.docx; ATT00001.htm

Sent from my iPhone

Begin forwarded message:

**From:** "Brandon Hemming" <[brandon@iam160.com](mailto:brandon@iam160.com)>  
**Date:** February 12, 2016 at 9:45:36 AM PST  
**To:** "Coral Garcia," <[coralgl19@yahoo.com](mailto:coralgl19@yahoo.com)>, "Deborah Phillipson," <[purplelady09@comcast.net](mailto:purplelady09@comcast.net)>, "Louise Darcy" <[darcybuilt@hotmail.com](mailto:darcybuilt@hotmail.com)>, "Pamela McConville" <[boshmac@comcast.net](mailto:boshmac@comcast.net)>  
**Subject:** TA'd doc

The City of Des Moines and the bargaining committee representing the Court Clerk group has come to a tentative agreement. I have attached the document in its entirety. Please review the doc to prepare for a Q&A meeting currently scheduled for Monday the 29<sup>th</sup> of Feb. We are still working on a time and place for this meeting. After our meeting, we will be voting on the document. Again, please bring all questions to the meeting on the 29<sup>th</sup>.

There are a few formatting issues that exist within the doc that will be cleaned up before the final is signed.

I'd like to thank our committee for an outstanding effort. They did an incredible job.

*Brandon Hemming*

Business Representative  
Machinist Union District 160  
206-764-0461 Office

## **Pamela McConville**

---

**From:** Pamela <boshmac@comcast.net>  
**Sent:** Tuesday, March 01, 2016 4:19 PM  
**To:** Pamela McConville  
**Subject:** Fwd: CBA w/ Final Formatting  
**Attachments:** City of Des Moines 2016- 2017 Final.docx; ATT00001.htm

Sent from my iPhone

Begin forwarded message:

**From:** "Brandon Hemming" <[brandon@iam160.com](mailto:brandon@iam160.com)>  
**Date:** February 16, 2016 at 12:57:36 PM PST  
**To:** "Coral Garcia," <[coralgl19@yahoo.com](mailto:coralgl19@yahoo.com)>, "Deborah Phillipson," <[purplelady09@comcast.net](mailto:purplelady09@comcast.net)>, "Louise Darcy" <[darcybuilt@hotmail.com](mailto:darcybuilt@hotmail.com)>, "Pamela McConville" <[boshmac@comcast.net](mailto:boshmac@comcast.net)>  
**Subject:** CBA w/ Final Formatting

Here is the latest version of the TA'd doc. The only changes should be formatting. Hopefully we won't need to many drafts after this. Please let me know if you're finding and spelling or grammatical errors.

*Brandon Hemming*

Business Representative  
Machinist Union District 160  
206-764-0461 Office

## Pamela McConville

---

**From:** Pamela <boshmac@comcast.net>  
**Sent:** Tuesday, March 01, 2016 4:20 PM  
**To:** Pamela McConville  
**Subject:** Fwd: CBA w/ Final Formatting

Sent from my iPhone

Begin forwarded message:

**From:** Pamela <boshmac@comcast.net>  
**Date:** February 16, 2016 at 7:05:51 PM PST  
**To:** Brandon Hemming <[brandon@iam160.com](mailto:brandon@iam160.com)>, Deb Phillipson <[purplelady09@comcast.net](mailto:purplelady09@comcast.net)>  
**Subject:** Re: CBA w/ Final Formatting

Myself and Deborah are unable to meet on the 29th. We could meet on Thursday March 3rd

Pamela and Deborah

Sent from my iPhone

On Feb 16, 2016, at 12:57 PM, Brandon Hemming <[brandon@iam160.com](mailto:brandon@iam160.com)> wrote:

Here is the latest version of the TA'd doc. The only changes should be formatting. Hopefully we won't need to many drafts after this. Please let me know if you're finding and spelling or grammatical errors.

*Brandon Hemming*

Business Representative  
Machinist Union District 160  
206-764-0461 Office

<City of Des Moines 2016- 2017 Final.docx>

## Pamela McConville

---

**From:** Pamela <boshmac@comcast.net>  
**Sent:** Tuesday, March 01, 2016 4:19 PM  
**To:** Pamela McConville  
**Subject:** Fwd: CBA w/ Final Formatting

Sent from my iPhone

Begin forwarded message:

**From:** "Brandon Hemming" <[brandon@iam160.com](mailto:brandon@iam160.com)>  
**Date:** February 26, 2016 at 8:29:25 AM PST  
**To:** "Pamela" <boshmac@comcast.net>  
**Subject:** RE: CBA w/ Final Formatting

Pamela,

I apologize but I have been directed to hold our ratification vote on Monday the 29<sup>th</sup> after the clerks normal work day. If you have any clarifying questions regarding the TA'd document feel free to email them to me and I will address them before the vote.

*Brandon Hemming*

Business Representative  
Machinist Union District 160  
206-764-0461 Office

**From:** Pamela [<mailto:boshmac@comcast.net>]  
**Sent:** Tuesday, February 16, 2016 7:06 PM  
**To:** Brandon Hemming; Deb Phillipson  
**Subject:** Re: CBA w/ Final Formatting

Myself and Deborah are unable to meet on the 29th. We could meet on Thursday March 3rd

Pamela and Deborah

Sent from my iPhone

On Feb 16, 2016, at 12:57 PM, Brandon Hemming <[brandon@iam160.com](mailto:brandon@iam160.com)> wrote:

Here is the latest version of the TA'd doc. The only changes should be formatting. Hopefully we won't need to many drafts after this. Please let me know if you're finding and spelling or grammatical errors.

*Brandon Hemming*

Business Representative  
Machinist Union District 160

## Pamela McConville

---

**From:** Pamela <boshmac@comcast.net>  
**Sent:** Tuesday, March 01, 2016 4:20 PM  
**To:** Pamela McConville  
**Subject:** Fwd: CBA w/ Final Formatting

Sent from my iPhone

Begin forwarded message:

**From:** Pamela <boshmac@comcast.net>  
**Date:** February 26, 2016 at 12:54:44 PM PST  
**To:** Brandon Hemming <[brandon@iam160.com](mailto:brandon@iam160.com)>  
**Subject:** Re: CBA w/ Final Formatting

Deborah is out of the country and has been for over two weeks. She will not even have an opportunity to review the contract before the vote. I also gave you ample opportunity to change the date due to either one of us being available

Pamela

Sent from my iPhone

On Feb 26, 2016, at 8:29 AM, Brandon Hemming <[brandon@iam160.com](mailto:brandon@iam160.com)> wrote:

Pamela,

I apologize but I have been directed to hold our ratification vote on Monday the 29<sup>th</sup> after the clerks normal work day. If you have any clarifying questions regarding the TA'd document feel free to email them to me and I will address them before the vote.

*Brandon Hemming*

Business Representative  
Machinist Union District 160  
206-764-0461 Office

**From:** Pamela [<mailto:boshmac@comcast.net>]  
**Sent:** Tuesday, February 16, 2016 7:06 PM  
**To:** Brandon Hemming; Deb Phillipson  
**Subject:** Re: CBA w/ Final Formatting

Myself and Deborah are unable to meet on the 29th. We could meet on Thursday March 3rd

Pamela and Deborah

Sent from my iPhone

## Pamela McConville

---

**From:** Pamela <boshmac@comcast.net>  
**Sent:** Tuesday, March 01, 2016 4:19 PM  
**To:** Pamela McConville  
**Subject:** Fwd: CBA w/ Final Formatting

Sent from my iPhone

Begin forwarded message:

**From:** "Brandon Hemming" <[brandon@iam160.com](mailto:brandon@iam160.com)>  
**Date:** February 26, 2016 at 12:58:12 PM PST  
**To:** "Pamela" <boshmac@comcast.net>  
**Subject:** RE: CBA w/ Final Formatting

Pamela, I am under direction to hold the vote on the 29<sup>th</sup>. I was told that Deborah would be back on the 29<sup>th</sup>. Has that changed?

*Brandon Hemming*

Business Representative  
Machinist Union District 160  
206-764-0461 Office

**From:** Pamela [<mailto:boshmac@comcast.net>]  
**Sent:** Friday, February 26, 2016 12:55 PM  
**To:** Brandon Hemming  
**Subject:** Re: CBA w/ Final Formatting

Deborah is out of the country and has been for over two weeks. She will not even have an opportunity to review the contract before the vote. I also gave you ample opportunity to change the date due to either one of us being available

Pamela

Sent from my iPhone

On Feb 26, 2016, at 8:29 AM, Brandon Hemming <[brandon@iam160.com](mailto:brandon@iam160.com)> wrote:

Pamela,

I apologize but I have been directed to hold our ratification vote on Monday the 29<sup>th</sup> after the clerks normal work day. If you have any clarifying questions regarding the TA'd document feel free to email them to me and I will address them before the vote.

*Brandon Hemming*

Business Representative

## Pamela McConville

---

**From:** Pamela <boshmac@comcast.net>  
**Sent:** Tuesday, March 01, 2016 4:18 PM  
**To:** Pamela McConville  
**Subject:** Fwd: Ratification Vote

Sent from my iPhone

Begin forwarded message:

**From:** "Brandon Hemming" <[brandon@iam160.com](mailto:brandon@iam160.com)>  
**Date:** February 26, 2016 at 8:43:00 AM PST  
**To:** "Coral Garcia," <[coralgl19@yahoo.com](mailto:coralgl19@yahoo.com)>, "Deborah Phillipson," <[purplelady09@comcast.net](mailto:purplelady09@comcast.net)>, "Louise Darcy" <[darcybuilt@hotmail.com](mailto:darcybuilt@hotmail.com)>, "Pamela McConville" <[boshmac@comcast.net](mailto:boshmac@comcast.net)>  
**Subject:** Ratification Vote

A final determination has been made that we will hold our clarification meeting and ratification vote on Monday the 29<sup>th</sup>. We will more than likely be meeting at the library because of scheduling conflicts with the council room. If individuals are unable to stay for the entire meeting you may simply stop by and cast your ballot. There will be two votes taken. The first will be a Yes or No to ratify the contract, and the second will be a Strike Vote. The Strike Vote is only counted if the Ratification Vote fails.

If you are unavailable to attend the meeting and have clarifying questions feel free to send them to me ahead of time and I will do my best to answer them.

*Brandon Hemming*

Business Representative  
Machinist Union District 160  
206-764-0461 Office

## Pamela McConville

---

**From:** Pamela <boshmac@comcast.net>  
**Sent:** Tuesday, March 01, 2016 4:20 PM  
**To:** Pamela McConville  
**Subject:** Fwd: Contract

Sent from my iPhone

Begin forwarded message:

**From:** [boshmac@comcast.net](mailto:boshmac@comcast.net)  
**Date:** February 29, 2016 at 1:34:34 PM PST  
**To:** Brandon Hemming <[brandon@iam160.com](mailto:brandon@iam160.com)>  
**Cc:** [purplelady09@comcast.net](mailto:purplelady09@comcast.net), [boshmac@comcast.net](mailto:boshmac@comcast.net)  
**Subject:** **RE: Contract**

Brandon,

here are a list of my questions.

1. 9.1 Seniority - I am confused as to why it states that seniority starts from the time of the bargaining unit position and not the Date of Hire from the City?
2. 9.4 and 9.4.1 Layoff - What if there are no job performance evaluations in the file? How do you determine who goes on lay off?
3. 11.2 Labor Management Committee - I would like to know why the entire group is not on this committee?
4. 12.2.3 and 12.2.4 . The City Manager is only in charge of wages and salary. Why is the Judge not also listed on several occasions during this portion of the contract as the person the grievance shall be presented to?
5. 13.1 - Discipline - I do not understand "cheerful" Where is professional?
6. 13.4 Discipline - Acting in any manner inconsistent with "general rules" of conduct actually mean? What does it matter if someone smokes on their on personal time?
7. 14.1.3 Leaves of Absence - Why is brother/sister not also listed? Why is there a special notation for pregnancy?
8. 14.1.10 Why did you choose this 457 option? it is worse than the one we proposed and the rest of the city has.
- 9.17.1.2 Vacation Bidding - Why did you go with this when Deborah and myself already voted no on it?

10. 18.1 - Wages : Where did you come up with the Salaries for Court Clerk and Lead Court Clerk

11. 18.1.1 - Where are you coming up with the calculations for this "signing bonus"?

12. 18.1.3 Why does it not state we shall receive the June COLA ? why negotiate?

12 18.2 - Work at a higher classification: Why is the Lead being left out of this higher pay?

13. Benefits - What are the Health insurance costs for employer/employee prices for 2017? Since the contract is going through 2017?

Once again I am requesting to change the date to vote to Thursday March 3rd, 2016. We can meet anytime in the afternoon or evening that day or Friday March 4th, 2016. Deborah just arrived home from vacation on Sunday and this is her first day back to work. Deborah has not even reviewed the contract and has to work all day today and has prior obligations she made before your request for 02/29/16 vote. I also have prior obligations that were made before your request of 02/29/16. We are just asking to extend the date of the vote until Thursday to allow Deborah time to even review the contract. Neither Deborah or myself have obligations that have been made for Thursday or Friday.

Pamela and Deborah

---

RE: Contract

---

**From :** Brandon Hemming <brandon@iam160.com>

Mon, Feb 29, 2016 03:4

**Subject :** RE: Contract

**To :** boshmac@comcast.net

**Cc :** Coral Garcia, <coralgl19@yahoo.com>, Deborah Phillipson, <purplelady09@comcast.net>, Louise Darcy <darcybuilt@hotmail.com>

Pameia,

Please find the answers to your questions listed below. I CC'd the entire group with this response hoping to answer each question on

1. You will have your seniority date from hire and your date in the bargaining unit. The bargaining unit date is for all seniority b issues covered within the specific unit's CBA. The date of seniority with the city is for all benefits that are city wide, like your pension.
2. If no evaluations exist, then the city can use the other lang. in the article as 9.4 states, "shall be determined on the basis of qualifications". A list of determined qualifications are also listed.
3. There are several reasons why it is done this way. Mainly to allow the meetings to be scheduled. If the whole group attends meeting then that will limit when the meetings can take place if at all, b/c of coverage issues. Also, if the group was to ever g: at what point does the city say that we can no longer add members to the committee?
4. This was designed by the Judge and the City Manager. Our concerns regarding the grievance procedure were more focused r having an outside mediation option, rather than who within the city we spoke to.
5. This was one issue that we tried to have eliminated. The city took this language straight from the personnel manual and stat that as their reason for not wanting to change it. As far as professionalism, it isn't an exact definition but the first 2 paragraph 13.1 come close to covering what professionalism should look like.
6. Most wording covered within the Discharge and Discipline section came out of the city's Personnel Manual. The "general rul of conduct" is a blanket statement that covers anything not listed that would impede any process "necessary to the welfare o the city or its employees."
7. Brother and Sister are not listed b/c they are not in the allowable pool for employee sick time use, for care. I don't understa your pregnancy question.
8. This was part of the total compensation package negotiated. Through the process we arrived with the language you see.
9. When polled, 2 members said this was best, one said they didn't care either way, and one was opposed.
10. CPI for '14 was 1.4%, '15 was 2.0%, and '16 was 1.6%. We negotiated for an additional .5% in '14, .5% in '15 and 1.0% in '16.
11. Signing bonus consists of all negotiated increases back to '14 minus the cost of healthcare benefits over the amount that the general group was having contributed by the city on their behalf.
12. If you are referring to the 2017 opener, we sided with this language instead of agreeing to the city's .25% offered.
13. The city's reasoning for this was that the lead position is already paid a premium to perform in a supervisory role and thus shouldn't be paid any further premium. We didn't agree but couldn't get any other result. We resolved to accept this now as starting point and try again next negotiation.
14. Health insurance numbers for '17 aren't out, but the contract language will remain the same regarding employee premium c share.

Again, I apologize that we have to hold the vote today. I understand if you can't stay but would appreciate if you could stop by to qui vote. We will be meeting at the library immediately following your workday.

*Brandon Hemming*

Business Representative

Machinist Union District 160

Tony,

Deborah and I wanted to inform you that we both voted NO on the contract and NO to the strike and submitted are votes to Brandon last night. Are decision was not made lightly. Due to the lack of information from Brandon and our representatives regarding this contract, we felt we had no choice but to vote NO.

At no time did Brandon ever go over the contract with Deborah or myself. At Brandon's request when I sent a 13 question e-mail about the contract. His responses were vague at best.

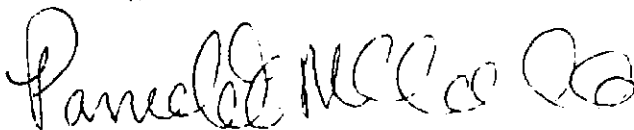
On February 16, 2016 I e-mailed Brandon requesting the contract vote be moved to Thursday March 3<sup>rd</sup>, 2016. Due to Deborah being on vacation for the past two weeks. I also had a Doctor appointment on Monday February 29, 2016.

Brandon flatly refused stating he was being directed to hold the vote on February 29, 2016. I made the request on February 16, 2016, February 26<sup>th</sup>, 2016 and February 29<sup>th</sup>, 2016 via e-mail. On all 3 occasions to please move the vote to Thursday when both Deborah and I would be available? The third of the e-mails was sent yesterday when Deborah returned from vacation stating she also had a Doctor's appointment scheduled for Monday February 29<sup>th</sup>, 2016. Deborah had not even seen the contract. Brandon for the third time refused stating he had to hold the vote today.

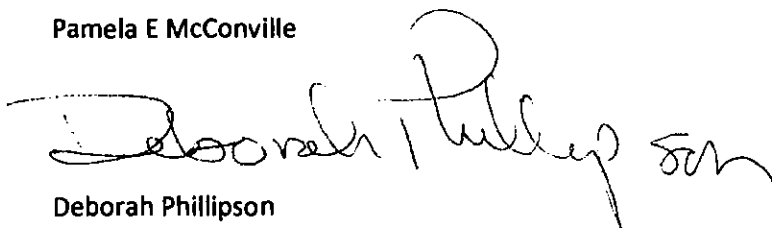
Deborah and I felt if we failed to appear for the vote it would automatically make our vote a yes or an absent vote. So, we both went to the meeting and we both were late to our Doctor appointments.

Deborah and I recognize all of your hard work over the last 6 months. However, we have not been involved in ANY of the contract negotiations, and our representatives never kept us informed throughout the entire process, even though we requested constant information and updates.

Sincerely,



Pamela E McConville



Deborah Phillipson

## **Pamela McConville**

---

**From:** Pamela <boshmac@comcast.net>  
**Sent:** Tuesday, March 01, 2016 4:19 PM  
**To:** Pamela McConville  
**Subject:** Fwd: Ratification Vote Decision  
**Attachments:** Des Moines 2014-2017.pdf; ATT00001.htm; Furlough MOU.pdf; ATT00002.htm

Sent from my iPhone

Begin forwarded message:

**From:** "Brandon Hemming" <[brandon@iam160.com](mailto:brandon@iam160.com)>  
**Date:** March 1, 2016 at 12:08:00 PM PST  
**To:** "Coral Garcia," <[coralgl19@yahoo.com](mailto:coralgl19@yahoo.com)>, "Deborah Phillipson," <[purplelady09@comcast.net](mailto:purplelady09@comcast.net)>, "Louise Darcy" <[darcybuilt@hotmail.com](mailto:darcybuilt@hotmail.com)>, "Pamela McConville" <[boshmac@comcast.net](mailto:boshmac@comcast.net)>  
**Cc:** "Paul Miller" <[paul@iam160.com](mailto:paul@iam160.com)>  
**Subject:** Ratification Vote Decision

Ladies,

I am writing this message to inform the group of the outcome of our ratification and strike vote that took place yesterday the 29<sup>th</sup> of February. The vote tally for the ratification vote was 2 for and 2 against. We did not have a simple majority required, thus the contract was voted down. The vote tally for the strike vote was 0 for and 4 against. In accordance with IAM Grand Lodge policy, when a group rejects a contract and cannot secure a strike vote, we are left essentially accepting the agreement.

I have attached signed copies of both the CBA and the Furlough MOU.

I have CC'd Business Representative Paul Miller will be taking over the servicing of your contract.

Thank you to those of you that put so much into this process.

*Brandon Hemming*

Business Representative  
Machinist Union District 160  
206-764-0461 Office

RE: Contract

From : Brandon Hemming <brandon@iam160.com>

Mon, Feb 29, 2016 0

Subject : RE: Contract

To : boshmac@comcast.net

Cc : Coral Garcia, <coralg19@yahoo.com>, Deborah Phillipson, <purplelady09@comcast.net>, Louise Darcy <darcybuilt@hotmail.com>

Hi Maria,

Please find the answers to your questions listed below. I CC'd the entire group with this response hoping to answer each question.

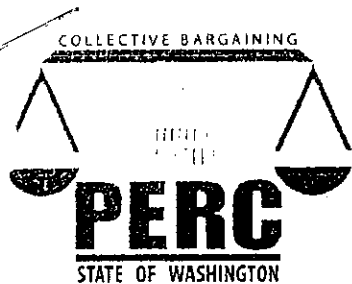
1. You will have your seniority date from the bargaining unit. The bargaining unit date is for all seniority issues covered within the specific unit's CB. The date of seniority with the city is for all benefits that are city wide like your pension.
2. If no evaluations exist, then the city can use the other language in the article as 9.4 states, "shall be determined on the basis of qualifications". A list of determined qualifications are also listed.
3. There are several reasons why it is done this way. Mainly to allow the meetings to be scheduled. If the whole group attend meeting then that will limit when the meetings can take place if at all b/c of coverage issues. Also if the group was to vote at what point does the city say that we can no longer add members to the committee?
4. This was designed by the Judge and the City Manager. Our concerns regarding the grievance procedure were more focused having an outside mediation option rather than who within the city we spoke to.
5. This was one issue that we tried to have eliminated. The city took this language straight from the personnel manual and said that as their reason for not wanting to change it. As far as professionalism, it isn't an exact definition but the first 2 paragraphs 13.1 come close to covering what professionalism should look like.
6. Most wording covered within the Discharge and Discipline section came out of the city's Personnel Manual. The "general of conduct" is a blanket statement that covers anything not listed that would impede any process "necessary to the welfare of the city or its employees."
7. Brother and Sister are not listed b/c they are not in the allowable pool for employee sick time use, for care. I don't understand your pregnancy question.
8. This was part of the total compensation package negotiated. Through the process we arrived with the language you see.
9. When polled, 2 members said this was best, one said they didn't care either way, and one was opposed.
10. CPI for '14 was 1.4%, '15 was 2.0%, and '16 was 1.6%. We negotiated for an additional .5% in '14, .5% in '15 and 1.0% in '16.
11. Signing bonus consists of all negotiated increases back to '14 minus the cost of healthcare benefits over the amount that the general group was having contributed by the city on their behalf.
12. If you are referring to the 2017 opener, we sided with this language instead of agreeing to the city's .25% offered.
13. The city's reasoning for this was that the lead position is already paid a premium to perform in a supervisory role and thus shouldn't be paid any further premium. We didn't agree but couldn't get any other result. We resolved to accept this now starting point and try again next negotiation.
14. Health Insurance numbers for '17 aren't out, but the contract language will remain the same regarding employee premium share.

Again, I apologize that we have to hold the vote today. I understand if you can't stay but would appreciate if you could stand by to vote. We will be meeting at the library immediately following your workday.

*Brandon Hemming*

Business Representative

Machinist Union District 160



## PUBLIC EMPLOYMENT RELATIONS COMMISSION

112 Henry Street NE, Suite 300, Olympia WA 98506

PO Box 40919, Olympia WA 98504-0919

Phone: 360.570.7300 Email: filing@perc.wa.gov

Web: www.perc.wa.gov

## REPRESENTATION PETITION

☐ Amended Petition in Case # \_\_\_\_\_

Applicable Rules: Chapters 10-08, 391-08 and 391-25 WAC

### **PARTIES** Include information for all parties involved.

**EMPLOYER** City of Des Moines  
**Contact** Maureen Murphy  
**Address** 21630 11th AVE S Suite A  
**City, State, ZIP** Des Moines WA 98198  
**Telephone** 206-870-6722 Ext. \_\_\_\_\_  
**Email** mmurphy@desmoineswa.gov

**PETITIONER** Des Moines Municipal Court Clerks  
**Contact** Pamela McConville  
**Address** 21630 11th Ave S. Suite C  
**City, State, ZIP** Des Moines, WA 98198  
**Telephone** 206-878-4597 Ext. \_\_\_\_\_  
**Email** pmmcconville@desmoineswa.gov

**CURRENT BARGAINING REPRESENTATIVE**  
(If one exists) IAM 160  
**Contact** Brandon Hemming  
**Address** 9133 15th PL S 2nd Floor  
**City, State, ZIP** Seattle, WA 98108  
**Telephone** 206-762-7990 Ext. \_\_\_\_\_  
**Email** \_\_\_\_\_

### **TYPE OF REQUEST** Select One. The petitioner requests:

- ☐ **RECOGNITION** to be certified as the representative of employees currently unrepresented.
- ☐ **CHANGE OF REPRESENTATIVE** to be certified as the representative of employees currently represented by another organization.
- ☒ **DECERTIFICATION** to no longer be represented by the current organization.
- ☐ **INCLUSION OF UNREPRESENTED EMPLOYEES** to have a group of employees added to an existing bargaining unit as described in WAC 391-25-440.
- ☐ **EMPLOYER PETITION** a determination by the commission according to WAC 391-25-090.

### **BARGAINING UNIT**

**Description of Bargaining Unit:** Indicate inclusions / exclusions  
Darcy, Louise  
Garcia, Coral  
McConville, Pamela  
Phillipson, Deborah

**Department or Division** Court Clerks

**Number of Employees in Unit** 4

#### **Collective Bargaining Agreement**

If one exists, the bargaining unit's most recent collective bargaining agreement must be filed with this petition.

**Contract Expiration Date:** \_\_\_\_\_

### **OTHER RELEVANT FACTS**

☐ Additional information relating to the proposed bargaining unit is attached.

### **SHOWING OF INTEREST**

The petition must be filed with a showing of interest indicating support of at least 30% of the employees in the bargaining unit.  
The showing of interest cards are confidential and are ONLY filed with PERC.

### **AUTHORIZED SIGNATURE FOR PETITIONER**

**Print Name** Pamela McConville **Telephone** 206-878-4597 Ext. \_\_\_\_\_  
**Title** Lead Court Clerk **Email** pmmcconville@desmoineswa.gov  
**Address** 21630 11th Ave S Suite C  
**City, State, ZIP** Des Moines, WA 98198 **Signature** Pamela McConville **Date** 3-9-16

## Bonnie Wilkins

---

**From:** Matt Pina  
**Sent:** Wednesday, March 09, 2016 5:12 PM  
**To:** Tony Piasecki; Michael Matthias; Bonnie Wilkins  
**Subject:** Heads: Short presentation from Highline College during the presiding officers report.

Marty Sanders will be doing a short presentation tomorrow taking about a free resource program the college is offering in cooperation with King Cnty called RISE. It is for informational purposes only.

Thanks,  
Matt

*Sent from my Verizon 4G LTE Droid*

# BUILD A BETTER FUTURE

You can pursue more than 100 fields of study at Highline. We have grouped similar fields of study together to help you better decide what programs and courses fit your skills, interests and abilities.

## Professional-Technical Education Programs

Associate of Applied Science (AAS) degrees and certificates are designed to prepare you for work right after graduation. Transfer opportunities may be available.

### Art, Design, Communications & Languages

- Drafting Design
- Interior Design
- Multimedia Design
- Residential Design
- Visual Communications

### Business

- Accounting
- Accounts Receivable/ Payable
- Administrative Assistant
- Administrative Management
- Bookkeeping
- Business
- Customer Service Specialist
- E-Commerce
- Hospitality & Tourism Management
- International Business & Trade
- Marketing & Selling
- Project Administration
- Retail Management
- Small Business/ Entrepreneurship

### Health & Wellness

- Community Health & Wellness
- Medical Assistant
- Medical Transcriptionist
- Nursing: LPN to RN
- Nursing: RN
- Patient Account Specialist
- Personal Fitness Trainer

- Polysomnographic Technology
- Respiratory Care

### Science, Technology, Engineering & Mathematics (STEM)

- Data Recovery/Forensics Specialist
- Information System Project Coordinator
- Network Security Engineer
- Network Specialist
- Web/ Database Developer

### Social Sciences, Human Services, Law & Philosophy

- Chemical Dependency
- Criminal Justice
- Human Services
- Paralegal
- Paralegal Plus

### Education & Library Services

- Early Childhood — State Certification
- Library & Information Services
- Paraeducator

Find out more about Professional-Technical Education Programs at [findyourpath.highline.edu](http://findyourpath.highline.edu)

# WORKFORCE EDUCATION SERVICES

Check the Workforce Education Services website for current office hours.

**Location:** Building 1

**Website:** [workforce.highline.edu](http://workforce.highline.edu)

**Email:** [retrain@highline.edu](mailto:retrain@highline.edu)

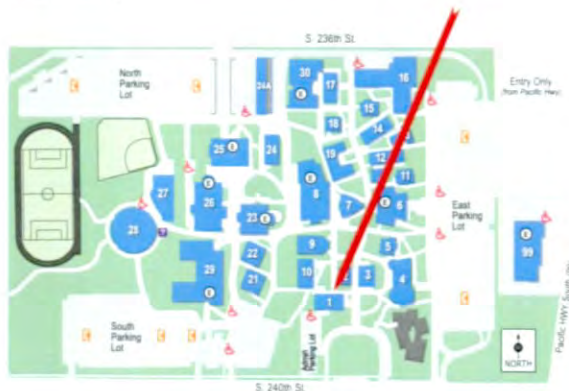
**Phone:** (206) 592-3802

**Español** (206) 870-3750

**TTY** (206) 870-4853 **VP** (866) 327-6856

## CAMPUS MAP

Workforce Education Services is located in Building 1.



**HIGHLINE COLLEGE**

[highline.edu](http://highline.edu)

**(206) 878-3710**

2400 S. 240th Street • Des Moines, WA 98198

The college provides equal opportunity in education and employment and does not discriminate on the basis of race, color, national origin, age, disability, sex, sexual orientation, marital status, creed, religion, or status as a veteran of war. Prohibited sex discrimination includes sexual harassment (unwelcome sexual conduct of various types).

**HIGHLINE COLLEGE**  
[workforce.highline.edu](http://workforce.highline.edu)



## WORKFORCE EDUCATION

### Services and Resources

**Building 1**  
**(206) 592-3802**



## WHAT WE DO

Workforce Education Services (WES) helps qualifying students acquire a marketable set of job skills so they can return to the work force. We offer partial or full tuition assistance to qualifying students who enroll in approved training programs.

### Interested?

Learn how to get started by attending an orientation. Visit [workforce.highline.edu](http://workforce.highline.edu) for current dates and times.

### Get more information!

Visit our website at [workforce.highline.edu](http://workforce.highline.edu)  
Call (206) 592-3802  
Stop by our office in Building 1

We look forward to helping you on the path to job training and a better future!

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## WES PROGRAMS INCLUDE:

### Worker Retraining

For students who would like to enroll in a Professional-Technical Education program of study (including I-BEST), you may be eligible if you:

- Are collecting Unemployment Benefits, or
- Have exhausted UI within the last 4 years, or
- Have received a layoff or WARN notice, or
- Have separated from the Armed Forces within the last 4 years, or
- Are a displaced homemaker, or
- Are formerly self-employed

### Opportunity Grant

For students who would like to enroll in a Professional-Technical Education program of study in Business, Healthcare, Early Childhood Education, Paraeducator, Human Services or Chemical Dependency Professional. You may be eligible if:

- You are a Washington resident, and
- Your family income is at or below 200% of the federal poverty level

### Basic Food Employment & Training (BFET)

For students who would like to enroll in a Professional-Technical Education program of study, I-BEST, GED, ESL, or High School Completion program. You may be eligible if you are:

- A U.S. Citizen, refugee or immigrant (who has been in the United States, five years or more)
- Not receiving TANF cash assistance

### Early Achievers Opportunity Grant

For students who are currently employed in a child-care program that participates in Early Achievers (Washington's Quality Rating and Improvement System) and have been working a minimum of 10 hours per week (or 40 per month) for at least 3 months. You may be eligible if you are:

- A Washington state resident
- Studying with the intent of earning an early childhood related degree or certificate

### WorkFirst

For students who would like to enroll in a Professional-Technical Education program, I-BEST, GED, ESL, or High School Completion program. You may be eligible if you:

- Are a parent who is receiving a TANF cash grant from DSHS, and
- Have approval from your DSHS case manager to go to school



# Want to start a new career?



**Looking for extra support  
before you jump into  
training or job search?**

**If you receive food stamps,  
you might qualify**

## **SERVICES COULD INCLUDE:**

- ◆ A career coach to help with job search, job readiness, placement, and beyond.
- ◆ Special training, including computer skills and work readiness skills
- ◆ Support services like transportation, child care, financial counseling, and more!
- ◆ The potential for paid internships, on-the-job training, and other work-based learning opportunities.

Not all participants will be selected to receive RISE services. If selected to participate, you must agree to be the subject of a research study. Qualified applicants will be chosen by computerized lottery. If you are eligible and not selected for RISE, or if you choose not to participate, you are still eligible for Basic Food Employment and Training services. Funding for this project was provided by the United States Department of Agriculture. USDA is an equal opportunity employer and provider.

**To find out more  
Contact Marty Sanders  
RISE Case Manager  
Highline College  
Workforce Education  
Services  
206.592.4387  
[masanders@highline.edu](mailto:masanders@highline.edu)**

**or attend a WES  
orientation at  
Highline College**

**Every Friday  
1-3pm  
Highline College  
Building 10,  
Room 103**

**HIGHLINE  
COLLEGE**

[illegible]

## PUBLIC HEARING PACIFIC RIDGE COMMERCIAL MIXED USE LIMITATION CLARIFICATION

March 10, 2016

Grant Fredricks

### Purpose

- Consider Draft Ordinance No- 15-176, amending Footnote 50 of Permitted Uses Commercial Use Chart, to clarify the ground floor commercial requirements for mixed use building in Pacific Ridge fronting on Pacific Highway South and eliminate the inconsistency with Chapter 18.135.060 DMMC.

## Process

- 2000 – City Council begins work to transform Pacific Ridge into new urban community center.
- 2006 – City begins evaluation on how best to achieve its Pacific Ridge vision and redevelopment.
- 2007, 2011, 2012 and 2013 – Pacific Ridge Zone coded modified in attempts to facilitate development.
- 2014 – DMMC restructured. Goal was not to make further policy changes. Unfortunately some DMMC inconsistencies were unintentionally introduced to include Note 50 in Chapter 18.52.010B, Permitted Uses Commercial Use Chart, and the environmental performance standards and general limitations in the Pacific Ridge Zone Chapter, 18.135.060 (1)(d)
- Department of Commerce 60-day Review concluded.
- Amendment to Zoning Code (Title 18) is a Type VI Land Use Action requiring a public hearing.
- Notice of public hearing was issued on 2/24/16 in accordance with DMMC.

## DMMC Inconsistencies

The language in Note 50 (a) and (b) states:

(a) *In that part of PR-C fronting on Pacific Highway South and/or South 216th Street, **dwelling may be located on the ground floor** (emphasis added); provided, that they are accessed from the rear of the property; and provided, that the commercial uses in that portion of the building must front and be accessed from Pacific Highway South or South 216th Street;*

(b) *When a project fronting Pacific Highway South or South 216th Street contains more than one building, those buildings not fronting on Pacific Highway South or South 216th Street may be single purpose multifamily residential buildings (emphasis added);*

But the language in chapter 18.135.060 (1) (d) (i) states:

(i) *Within the PR-C Zone, **structures containing only residential uses are not allowed** (emphasis added);*

## DMMC Changed to Read as Follows:

50. Mixed Use. This regulation applies to all parts of Table 18.52.010B that have a [50]. Mixed use shall be permitted in the PR-C Zone, except:

(a) In that part of PR-C fronting on Pacific Highway South and/or South 216<sup>th</sup> Street, **at least 75% of the ground floor shall be dedicated to commercial uses and** dwellings may **not** be located on the ground floor ~~provided, that they are accessed from the rear of the property; and provided that the commercial uses in that portion of the building must front and be accessed from Pacific Highway South or South 216<sup>th</sup> Street;~~

## DMMC Changed to Read as Follows:

50. Mixed Use. This regulation applies to all parts of Table 18.52.010B that have a [50]. Mixed use shall be permitted in the PR-C Zone, except:

(b) ~~When a project fronting Pacific Highway South or South 216<sup>th</sup> Street contains more than one building, those buildings may be single purpose multifamily residential buildings; and~~ **The City Manager or City Manager's designee may, by formal action, waive or modify the requirements of this Mixed Use requirement for commercial uses, upon approval of a plan that is consistent with the legislative intent to maximize ground floor commercial activity.**

(c) No residential use is permitted north of South 216<sup>th</sup> Street.

## Suggested Motions

- **Motion 1:** "I move to suspend Rule 26(a) in order to enact Draft Ordinance No 15-176 on first reading."
- **Motion 2:** : "I move to enact Draft Ordinance No. 15-176, amending Footnote 50 of Chapter 18.52.010B DMMC, Permitted Uses Commercial Use Chart, to clarify the ground floor commercial requirements for mixed use buildings in Pacific Ridge fronting on Pacific Highway South and eliminate the inconsistency with Chapter 18.135.060."

# Memorandum

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**To:** City Council

**From:** Joe Dusenbury, Harbormaster

**cc:** Tony Piasecki, City Manager

**Date:** 3/10/2016

**Re:** City Government 101 – The Marina

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## Slide #1

### Introduction

The staff is presenting this material as part of the City Government 101 program. The goal of the program is to give the City Council and the residents of Des Moines information about the organization and function of City Government. Because the Marina is financially a separate entity within the City government and it strives to “operate as a business”, this information about the Marina is presented in the context of the national and regional marina and recreational boating industries.

Earlier, the Finance Director presented the current financial information for the Marina so my presentation will focus on regional and national data.

### National Marina Industry

Marinas, always on or adjacent to the water, have varied physical shapes and sizes, offer a diverse range of services and lend themselves to different ownership arrangements. It is estimated that there are over 10,000 marinas in the US, providing about 35,000 full-time jobs and many more part-time jobs.

Because of the seasonality of boating in much of the country, the total number of slips in the industry is difficult to determine but estimates are a little over 1 million. That equates to about 3 jobs per 100 slips.

The industry is fragmented, meaning that there are very few "big" operators. Nationwide, about 70% of marinas are privately owned, a small fraction are yacht clubs and condominiums and the remaining 30% are municipal, state and federal gov't facilities. On the west coast the split between private and publically owned is probably more even.

Marina industry revenues in the US for 2015 were about \$4 billion dollars. Economists estimate the multiplier value for non-tourist oriented marinas to be between two and three, meaning that for every dollar spent at the marina generates two to three dollars of economic activity in the community at large. Related business like restaurants, clothing and supply stores, gasoline stations, repair shops and others benefit from the extra spending activity that slip holders represent.

## slide #2

Recreational boating really started after WWII. Industry used the construction techniques for aluminum and fiberglass developed during the war to mass produce durable, low-maintenance boats and the growing middle class had the discretionary income to buy them. Starting in the 1950's the

national marina and boating industries grew fairly constantly, enduring several shocks along the way. The oil embargo and higher fuel prices, double digit inflation and high interest rates of the 1970's, along with the expansion of environmental regulations tended to dampened growth in both industries. By the late 1980's sales of recreational boats in the US topped out at about 500,000 units per year.

Today, the sales of kayaks, paddle boards and other specialty water craft are growing rapidly. After several years of decline, the sale of traditional powerboats, especially boats over 30 ft. have increased for four years running. In 2015 sales of new powerboat totaled about 180,000 units.

### Slide #3

Marina occupancy rates have been improving the last four years also, but gross profits have not increased as much, mainly because expenses kept growing during the recession but revenues were flat. This is a national survey showing the percentage of marinas reporting occupancy and profits.

### Slide #4

## Local Marina Industry

The development of the Marina industry in the North West essentially mirrored the rest of the nation, with salmon fishing being an additional driver of growth. At the peak of recreational salmon fishing in the 1960's, it was common for boaters to log two million "boat days" a year. A "boat day" meaning one person in a boat on the salt water for some period of time on a specific day.

The Puget Sound is a unique body of water that is large but still relatively sheltered and safe. The fact that it is has marinas that provide easy access has contributed to the growth of boating clubs and groups. At last count there were over 200 active boating organizations around the Sound.

The challenging topography of the Puget Sound along with the fact that 60% of the tidelands in the state are privately owned limits the number of sites available for Marinas. The larger marinas tend to be located in the urban areas and are considered "home port" marinas, that is they have a year-round moorage customer base. The "destination" marinas tend to be smaller, and are usually located in the less populated areas like the San Juan's or out on the Hood Canal. Destination marina have a more seasonal moorage customer base and have lower off peak occupancy rates.

Until the recession of 2008-10 there were not enough slips in the 30 ft. plus range to meet the demand in the Puget Sound. After the recession the supply and demand are more equal. Even before the recession, the number of small (26 ft. and less) boats on the saltwater was declining, largely due to the decline in salmon fishing opportunities and occupancy rates in slips less than 30 ft. long were falling.

#### Slide #5

After several years of decline, new and used boat sales have increased for three years in a row, following the national trend. The sales of specialty water craft are also increasing similar to the national numbers.

## Slide #6

For the entire sound, current occupancy rates are 93% peak season and 80% off-peak. For the Central Puget Sound, current occupancy rates are 94% peak season and 84% off-peak. (Des Moines Rates are 99% peak, 81% off-peak)

## Slide #7

### Summary

Nationally and regionally, boat sales and marina occupancy rates are recovering but are still not back to pre-recession levels. Regionally, Sales of the "mid-sized" boats, 27 to 34 ft. are showing encouraging growth but the absolute numbers of sales is still small compared to pre- 2007 numbers. The Current occupancy rates for the Puget Sound Region are 93% peak season, and 80% off-peak. Most marinas in the Sound are reporting that, over the last two years occupancy rates for boats 31 feet and longer have increased slightly but that occupancy for boats under 31 feet has declined. The opportunities for salmon fishing continue to decline but cruising, both by individuals and clubs is growing and is now the primary saltwater activity around the sound. This slide show the percentage of responses to the question "is the worst over".

### The Des Moines Marina

In the mid-1960's a group of Des Moines Citizens realized that the shoreline in front of the City was one of a very few places

between Seattle and Tacoma where a Marina could be built. They succeeded in convincing their fellow citizens on the merits of the project and by 1968 the City had assembled the tidelands and secured the financing to build a marina.

The original construction cost was about \$3.5 million dollars and the money was raised by selling bonds. At the time, the City took advantage of a federal government program run by the Department of Housing and Urban Development, (HUD) to help sell the bonds. The HUD program guaranteed the price, (and therefore the interest rate) that the bonds sold at. In other words, the City determined that they would have to sell the bonds at or below a 4% yield to make the project work and HUD said that the agency would purchase the bonds at that rate if they could not be placed in the private sector. The bonds did sell at the required rate.

The bonds were "40 year revenue bonds". The only security for the bonds was the marina facility itself and the revenues produced by the Marinas operation. The bond holders did not have any claim on any other City funds or the City's taxing authority. Nationwide, pure revenue bonds did not work out well and essentially went out of existence many years ago.

When the Marina opened in the spring of 1970, the City set it up as an "enterprise fund". In the 46 years of the Marinas operation no tax revenues have been used to support the facility or its operations. The debt service and the operating costs of the Marina have been entirely paid for out of the revenues generated by the Marina's operations. (*The staff believes that the City of Des Moines Marina is the only publically owned marina in the state of Washington, and possibly on the entire west coast that can make that claim.*)

In the region, the Marina is considered a “home port” and has a relatively stable year-round moorage base. With 730 in-water slips and 105 upland storage spaces, the Marina is a mid-sized facility, but it is a full service marina with a fuel dock, boat yard and guest moorage facilities.

The Marina was originally designed to facilitate recreational fishing as its primary use. Around 2000, the City adopted a master plan for the Marina that embodied the decision to shift the focus of the Marina’s operations from fishing to the fuel and guest moorage businesses.

Marina revenues increased from 2000 to 2005 and then flattened out during the recession. By 2012 revenues were trending upward again and by last year, 2015, all revenues, especially, moorage, guest moorage and fuel sales were back to pre-recession levels.

#### Current Marina Conditions

*(About one year ago, the staff and representatives of the Marina tenants Association and other community organizations went thru a traditional strengths, weaknesses, opportunities and threats, (SWOT) analysis. The following is a summary of that effort.)*

#### Strengths

- Even though Des Moines is located right in the middle of the greater Metro area, the Marina is relatively isolated. By water, the nearest comparable marinas are 18 miles away in Seattle or about 12 miles away in Tacoma.

- The Marinas “market area” is a semi-circle lying to the east with a radius of 12 to 15 miles. This area encompasses several hundred thousand people and thousands of boat owners.
- The Marina has 98-99% peak season and 81% off-peak occupancy rates, A little above the rates for the whole region.
- The Marina fuel dock is the price leader in the Sound and sells more fuel than any other recreational Marina in Washington.
- The independently operated boat yard has a great reputation and brings customers in from all over the mid and south sound.

#### Weaknesses

- Aging of critical parts of the facility. The floating docks are nearly 50 years old and some persistent problems are developing, especially with the roof structures and electrical systems. About 800 feet of the original timber bulkhead was replaced in 2010, but more should be replaced soon, specifically the bulkhead around the north parking lot.
- The occupancy of the 20, 24 and 28 foot slips continue a slow but persistent decline.

#### Opportunities

- The upgrades to the north end of the Marina in 2010 were intended to make the area more inviting to the non-boating public and facilitate the guest moorage business. The results have exceeded our expectations and the increase in the number of

people using the north end of the Marina could be a catalyst for some further development on the Marina floor.

- The 2010 project moved utilities to make “development pads” on the Marina floor and to create room for the expansion of the boat yard so the infrastructure is mostly in place for future development.

### Threats

- Bigger boats are selling, particularly along the coasts, and kayak, paddleboards and jet ski sales are up nationwide, but the number of boats needing a slip continues to decline as the “middle” continues to drop out, that is the boats 24 to 28 feet long.
- The aging demographic of boaters. Over the last 15 years, the average age of boat owners, especially saltwater boaters has increased by more than 10 years. This is a trend that started before the recession and combined with (a.) planning becomes very difficult. It is clear that larger slips will be needed but how many? Overbuilding is a threat. It is also not clear if the younger people buying kayaks and other specialty products will stay in boating and “buy up” like previous generations.

### Conclusion

After being relatively stable for a long time, the marina industry is changing. During times of change it is easy to forget that change is the norm, not the exception. The future of the Des Moines Marina will only be limited by our ability to adapt to change and our willingness to re-invest in the facility.

People will continue to want to be by and on the waters of the Puget Sound. What activities that desire will encompass and what amenities and services will be needed is not entirely clear. It is clear that whatever the activities are, they will require access to the water and because public access to the Sound is so limited, the Marina will continue to be an essential part of our community.

Slide #8