AGENDA

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

May 26, 2016 – 7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC

EXECUTIVE SESSION

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

PRESIDING OFFICER'S REPORT

ADMINISTRATION REPORT

Page 1 Item 1: MONTHLY FINANCIAL REPORT

Item 2: LOCAL GOVERNMENT 101, PART 8: CAPITAL BUDGETING

CONSENT AGENDA

Page 15 Item 1: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers through May 18, 2016 included in the attached list and further described as follows:

Total A/P Checks/Vouchers	#146768-146952	$1,195,428.63
Electronic Wire Transfers	#708-711	$ 11,786.91
Payroll Checks	#18794-18799	$ 5,488.49
Payroll Direct Deposit	#200001-200159	$ 288,385.97
Total Certified Wire Transfers, Voids, A/P and Payroll Vouchers:		$1,501,090.00

Page 17 Item 2: TASK ORDER ASSIGNMENT FOR DESIGN/PERMITTING OF THE BARNES CREEK/KDM ROAD CULVERT PROJECT

Motion is to approve the Task Order Assignment with Tetra Tech, Inc. that will provide for design and permitting services associated with the Barnes Creek/Kent-Des Moines Road Culvert Project in the amount of $340,729.00 and further authorize the City Manager or his designee to sign said Task Order Assignment, substantially in the form as submitted.

PUBLIC HEARING

Page 57 Item 1: PUBLIC HEARING TO CONSIDER DRAFT ORDINANCE 16-027 AMENDING ALLOWED USES AND DEVELOPMENT REGULATIONS FOR THE W-C WOODMONT COMMERCIAL ZONE

Staff Presentation: Community Development Manager Denise Lathrop

OLD BUSINESS

Page 103 Item 1: AUTOMATED RED LIGHT RUNNING ENFORCEMENT PROFESSIONAL SERVICES CONTRACT WITH ATS

Staff Presentation: Transportation and Engineering Services Manager Brandon Carver

NEW BUSINESS

Item 1: LOCAL GOVERNMENT 101, PART 7(b); CRIMINAL JUSTICE SYSTEM: COURT, PROSECUTION AND PUBLIC DEFENSE

Staff Presentation: Court, Prosecution and Legal Staff

NEXT MEETING DATE

June 2, 2016 City Council Study Session

ADJOURNMENT

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Monthly Financial Report

ATTACHMENTS:
1. City Council Monthly Financial Report

FOR AGENDA OF: May 26, 2016

DEPT. OF ORIGIN: Finance

DATE SUBMITTED: May 17, 2016

CLEARANCES:
[] Legal N/A
[X] Finance
[ ] Marina N/A
[ ] Economic Development N/A
[ ] 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 purpose of this agenda item is to provide an update on the city wide financial condition year to date through April 30, 2016.

Background
City Council has asked the Finance Department to provide a monthly update on the financial condition of the city. Attachment 1 provides the requested information.

Financial Impact
None.

Recommendation or Conclusion
None.

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Attachment #1

CITY COUNCIL MONTHLY FINANCIAL REPORT

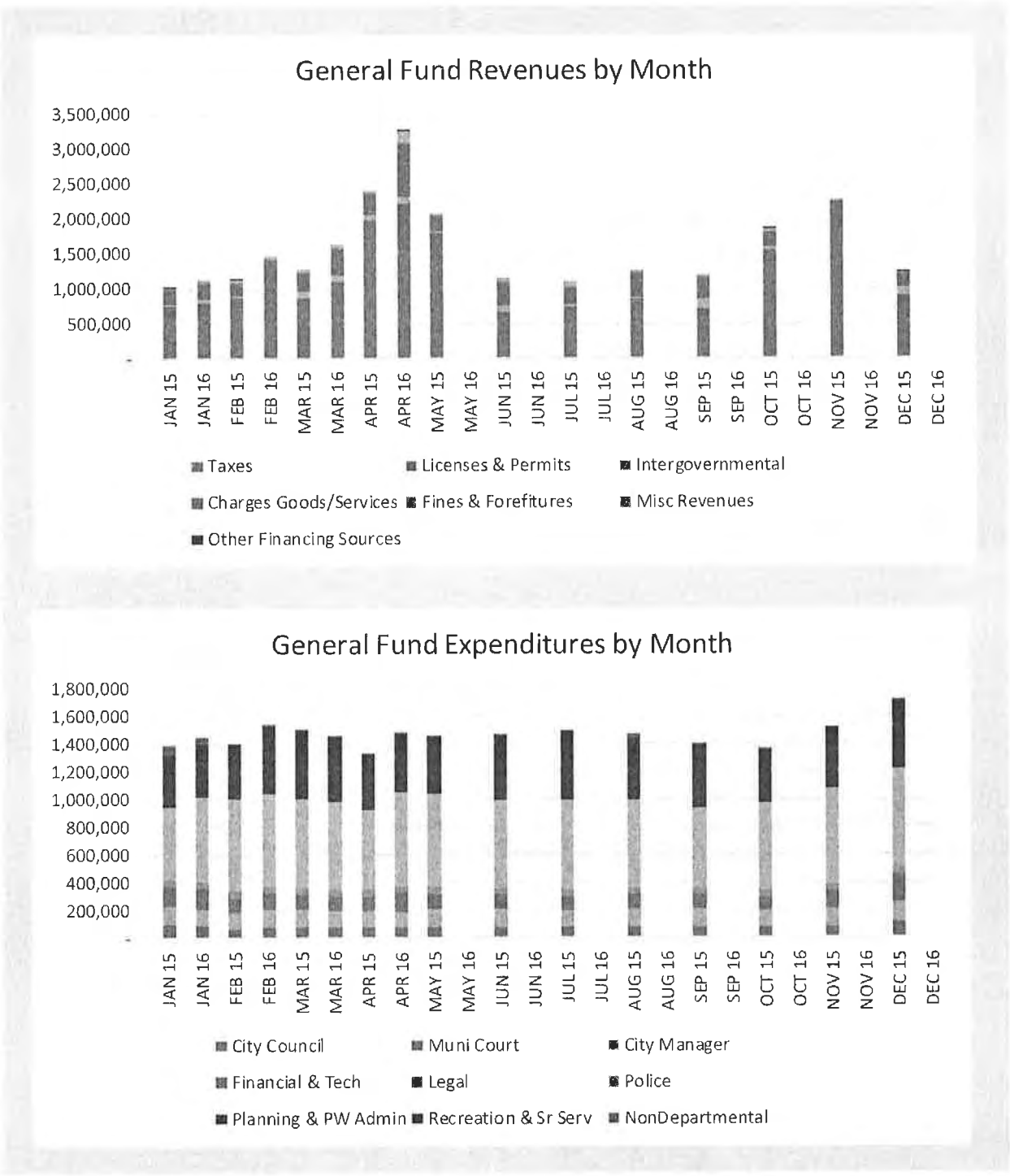
APRIL 2016

GENERAL FUND MONTHLY REPORT
REVENUES & EXPENDITURES
APRIL

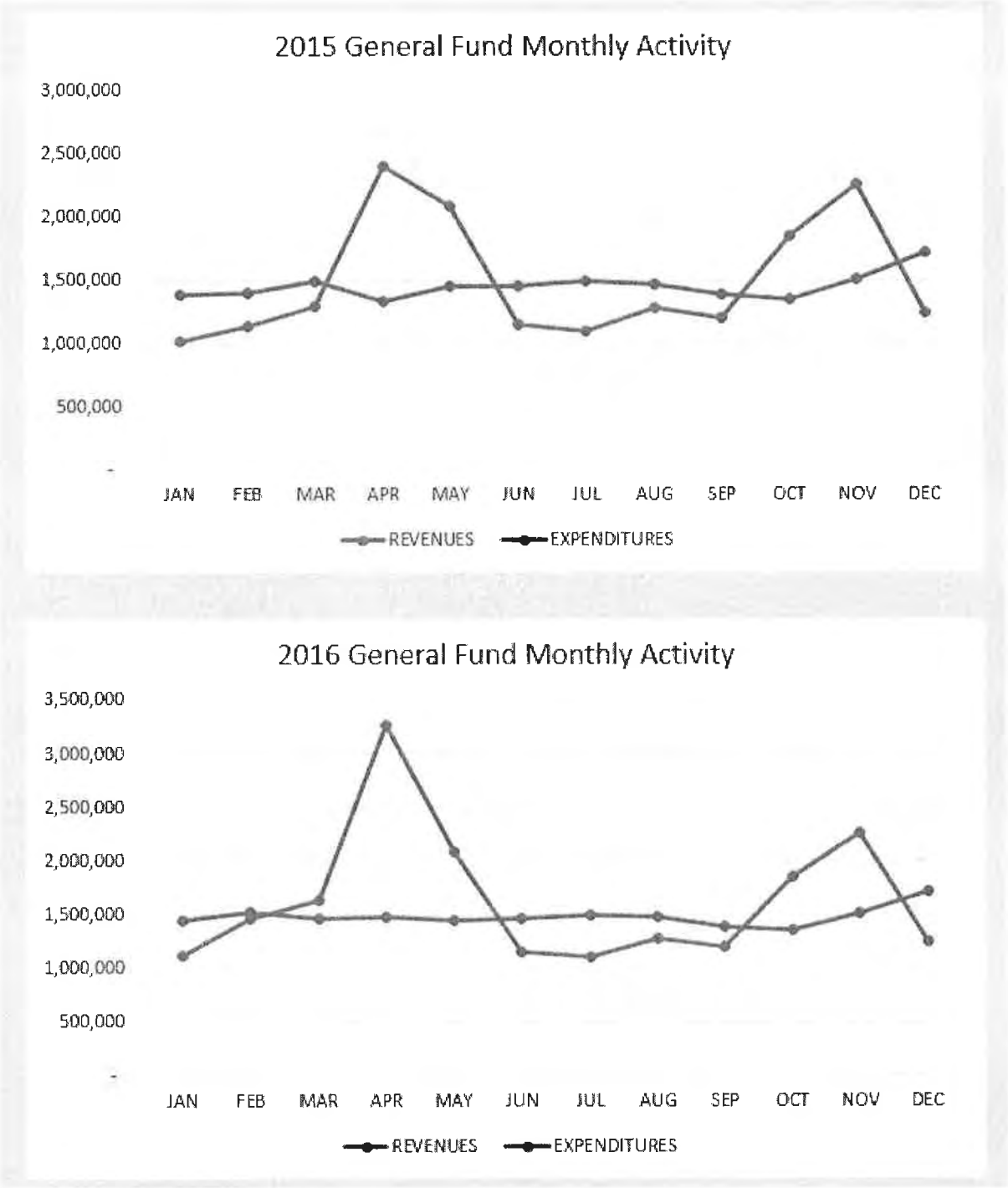
		2016 Budget Annual	2016 Actual Year to Date	%	2015 Actual Annual	2015 Actual Year to Date	%
REVENUES							
310	Taxes	12,514,977	3,917,397	31.3%	11,732,376	3,872,029	33.0%
320	Licenses & Permits	2,597,670	1,390,709	53.5%	2,048,118	620,527	30.3%
330	Intergovernmental	642,875	246,651	38.4%	680,664	203,162	29.8%
340	Charges Goods/Services	3,308,986	1,598,183	48.3%	2,938,642	976,792	33.2%
350	Fines & Forefitures	221,350	63,808	28.8%	237,702	85,990	36.2%
360	Misc Revenues	481,800	284,669	59.1%	369,181	104,870	28.4%
380	Other Financing Sources	-	2,793	0.0%	24,570	1,953	7.9%
	TOTAL	19,767,658	7,504,210	38.0%	18,031,253	5,865,323	32.5%
EXPENDITURES							
021	City Council	80,227	27,271	34.0%	65,728	24,518	37.3%
022	Muni Court	893,013	305,996	34.3%	954,950	303,528	31.8%
023	City Manager	1,553,576	479,585	30.9%	1,490,849	490,071	32.9%
024	Financial & Tech Services	1,638,355	501,619	30.6%	1,397,379	451,801	32.3%
026	Legal	590,111	192,481	32.6%	578,925	196,417	33.9%
030	Police	8,556,161	2,596,488	30.3%	7,578,932	2,406,595	31.8%
040	Plan, Bldg & PW Admin	3,578,116	1,160,895	32.4%	3,350,194	1,082,550	32.3%
045	Recr, Sr. Serv & Rentals	1,920,881	606,371	31.6%	1,903,281	596,044	31.3%
050	NonDepartmental	133,872	71,866	53.7%	121,877	71,973	59.1%
597	Transfers Out	286,440	8,898	3.1%	-		
	TOTAL	19,230,752	5,951,470	30.9%	17,442,115	5,623,497	32.2%
	REVENUES MORE THAN OR (LESS THAN) EXPENDITURES	536,906	1,552,740		589,138	241,826	
April is 4 months of 12		*33.3%*					

Looking at 2015 % to date provides an indication of "normal" seasonality of revenues and expenditures. Information can be skewed by One-Time Revenues for either year. Looking at 4 months of 12 (33%) gives a bench mark if activity occurred evenly throughout the year.

- The above revenues include both ON-GOING and ONE-TIME revenues. See graphs below for monthly tax revenue information.
- Intergovernmental revenues generally come from the state quarterly (but not all in the same months). E.g. liquor tax sharing, city assistance, marijuana tax sharing, etc. So low % is expected.
- Misc. Revenues includes facility rentals, interest, etc.
- NonDepartmental includes annual pay-outs for organizations (AWC, Pollution Control, etc.)
- Police may need a supplemental budget as the Original Budget assumed Police gave up their Holiday Pay as part of furlough. This didn't happen so $80K budget adjustment is likely.



- The above graphs INCLUDE both ON-GOING and ONE-TIME revenues and expenditures.
- Permit and Charges revenues are higher due to several business park permits and fees (Right of Way $122K; Eng Plan Review $105K; Bldg Plan Check $343K, etc.) Actual revenues *for these line items* are now at 100% or more of 2016 revenue budget amounts.



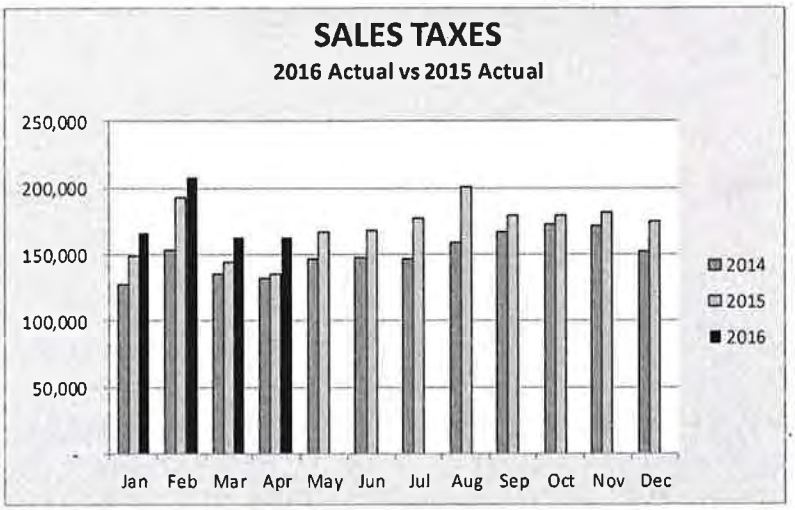
- April 2016 revenues are much higher than April expenditures. This is also a significant improvement over April of last year. April 2016 revenues higher than normal due to construction project related permit and fee revenues. Also as Technology Services was moved to the General Fund (from separate internal service fund) then General Fund now has internal service revenue from other funds each month.
- April 2016's expenditures were $1,471,848 which is $137,142 more than April 2015.

2016 YTD Compared to 2015 YTD:		(288,819)	-20.1%

	2016	2015	2014	% Mo Chg
Jan	9,718	7,766	11,423	25.1%
Feb	62,078	55,462	57,840	11.9%
Mar	192,691	159,802	215,499	20.6%
Apr	**884,255**	**1,214,531**	**615,905**	**-27.2%**
May		834,623	981,322	
Jun		34,134	26,089	
Jul		12,380	12,065	
Aug		15,762	7,950	
Sep		76,908	60,275	
Oct		723,002	1,207,885	
Nov		1,054,756	316,753	
Dec		29,206	40,485	
Totals	**1,148,742**	**4,218,332**	**3,553,491**	
2016 YTD Compared to Annual Budget:		4,573,530	25.1%	

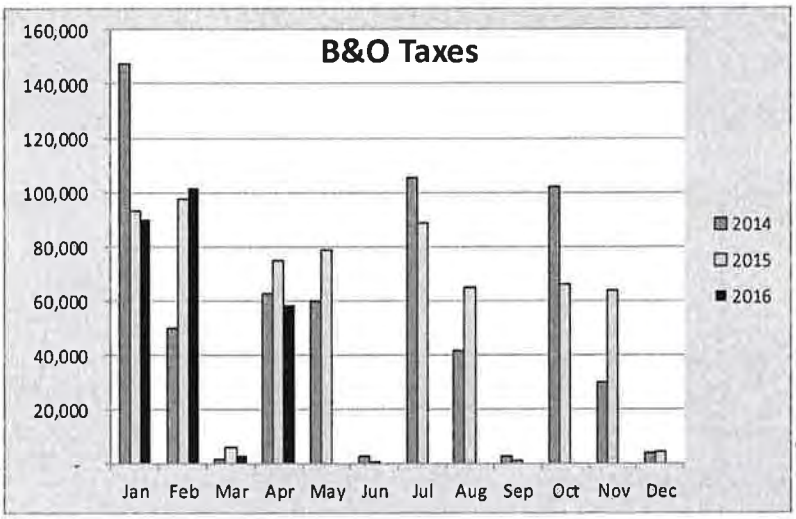
2016 YTD Compared to 2015 YTD:		78,470	12.6%

	2016	2015	2014	% Mo Chg
Jan	166,482	148,542	126,879	12.1%
Feb	207,580	192,640	153,733	7.8%
Mar	162,512	144,525	134,800	12.4%
Apr	**162,783**	**135,180**	**132,043**	**20.4%**
May		166,575	146,468	
Jun		167,671	147,711	
Jul		176,608	147,093	
Aug		200,510	159,385	
Sep		179,594	166,522	
Oct		178,690	171,951	
Nov		181,241	171,692	
Dec		174,869	152,640	
Totals	**699,357**	**2,046,645**	**1,810,917**	
2016 YTD Compared to Annual Budget:		2,141,030	32.7%	



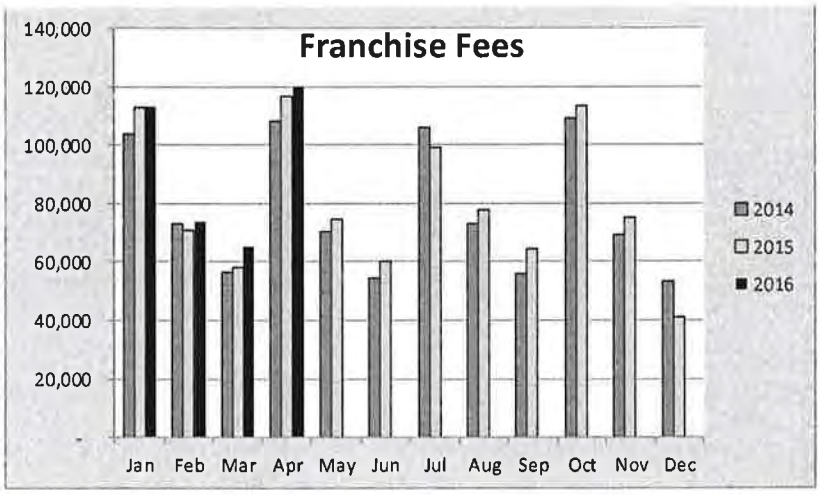
2016 YTD Compared to 2015 YTD:		(19,134)	-7.0%

	2016	2015	2014	% Mo Chg
Jan	89,942	93,389	147,677	-3.7%
Feb	101,825	97,788	49,873	4.1%
Mar	3,106	6,095	1,493	-49.0%
Apr	**58,292**	**75,027**	**62,741**	**-22.3%**
May		78,927	59,921	
Jun		745	2,971	
Jul		88,597	105,554	
Aug		64,797	41,690	
Sep		1,192	2,890	
Oct		66,238	102,251	
Nov		63,614	30,155	
Dec		4,682	4,108	
Totals	**253,165**	**641,091**	**611,324**	
2016 YTD Compared to Annual Budget:		640,000	39.6%	

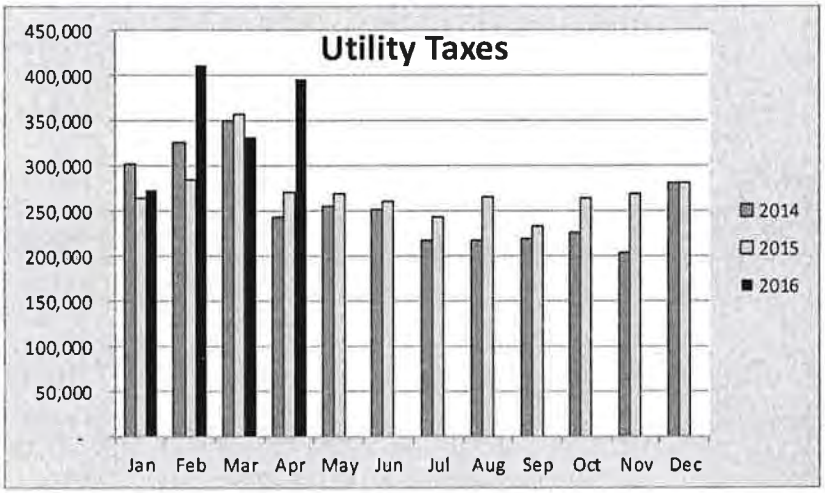


- All revenues sources shown above go to the General Fund.
- The Tax revenue shown in the above graphs EXCLUDE ONE-TIME REVENUES for all years.

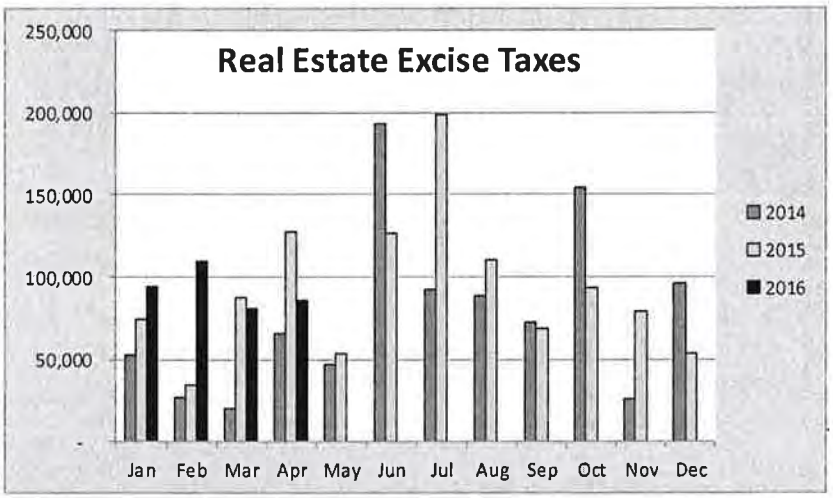
2016 YTD Compared to 2015 YTD:			14,223	4.0%
	2016	2015	2014	% Mo Chg
Jan	113,463	112,750	104,055	0.6%
Feb	73,834	71,075	73,165	3.9%
Mar	65,347	57,924	56,436	12.8%
Apr	**120,207**	**116,879**	**108,097**	**2.8%**
May		74,423	70,303	
Jun		60,470	54,540	
Jul		99,070	106,309	
Aug		77,663	73,166	
Sep		64,435	55,862	
Oct		113,761	109,105	
Nov		74,997	69,418	
Dec		40,908	53,544	
Totals	372,851	964,355	934,000	
2016 YTD Compared to Annual Budget:			996,000	37.4%



2016 YTD Compared to 2015 YTD:			235,256	20.0%
	2016	2015	2014	% Mo Chg
Jan	273,337	264,911	302,063	3.2%
Feb	410,967	284,340	326,082	44.5%
Mar	332,039	357,130	351,131	-7.0%
Apr	**395,773**	**270,479**	**243,314**	**46.3%**
May		269,809	254,925	
Jun		260,950	251,914	
Jul		243,353	217,888	
Aug		265,630	218,164	
Sep		233,833	219,620	
Oct		263,509	226,349	
Nov		269,275	203,122	
Dec		281,830	280,978	
Totals	1,412,116	3,265,049	3,095,550	
2016 YTD Compared to Annual Budget:			3,722,352	37.9%



2016 YTD Compared to Annual Budget:			45,954	14.2%
	2016	2015	2014	% Mo Chg
Jan	93,909	74,382	52,276	26.3%
Feb	109,153	33,884	26,826	222.1%
Mar	80,623	88,020	19,742	-8.4%
Apr	**86,005**	**127,450**	**66,103**	**-32.5%**
May		53,190	46,430	
Jun		127,038	193,059	
Jul		199,170	91,941	
Aug		110,322	88,753	
Sep		68,647	72,437	
Oct		93,478	154,557	
Nov		78,694	25,792	
Dec		53,220	96,222	
Totals	369,690	1,107,495	934,138	
2016 YTD Compared to Annual Budget:			984,520	37.6%



- Real Estate Excise Taxes go to the Construction Fund and not the General Fund. All other revenues sources shown above go to the General Fund.

- The Tax revenue shown in the above graphs EXCLUDE ONE-TIME REVENUES for all years.

SPECIAL REVENUE FUNDS MONTHLY REPORT
APRIL

		2016 Budget Annual	2016 Actual Year to Date	%	2015 Actual Annual	2015 Actual Year to Date	%
101	**STREETS**						
	Begin Fund Balance	273,872	273,872		240,555	240,555	
	Revenues	1,532,000	492,165	32%	1,254,492	339,234	27%
	Expenditures	1,494,294	399,826	27%	1,221,175	359,434	29%
	Net Activity	37,706	92,339		33,317	(20,200)	
	Ending Fund Balance	311,578	366,211		273,872	220,355	
102	**ARTERIAL PAVEMENT**						
	Begin Fund Balance	-	-		-	-	
	Revenues	15,000	37,868	252%	-	-	
	Expenditures	15,000	-	0%	-	-	
	Net Activity	-	37,868		-	-	
	Ending Fund Balance	-	37,868		-	-	
107	**POLICE DRUG SEIZURE**						
	Begin Fund Balance	10,342	10,342		7,546	7,546	
	Revenues	500	11	2%	25,640	23,632	92%
	Expenditures	6,000	-	0%	22,844	-	0%
	Net Activity	(5,500)	11		2,796	23,632	
	Ending Fund Balance	4,842	10,353		10,342	31,178	
111	**HOTEL/MOTEL TAX**						
	Begin Fund Balance	9,593	9,593		8,161	8,161	
	Revenues	84,000	8,253	10%	27,678	6,736	24%
	Expenditures	80,000	7,745	10%	26,246	7,913	30%
	Net Activity	4,000	508		1,432	(1,177)	
	Ending Fund Balance	13,593	10,101		9,593	6,984	
140	**REDONDO ZONE**						
	Begin Fund Balance	22,064	22,064		-	-	
	Revenues	53,750	8,472	16%	101,235	8,587	8%
	Expenditures	58,597	22,019	38%	79,171	8,546	11%
	Net Activity	(4,847)	(13,547)		22,064	41	
	Ending Fund Balance	17,217	8,517		22,064	41	

- 2016 includes computer replacement and computer maintenance costs for parking systems. Interfund services cost (for Marina folks operating this area) is higher than last year. 2015 off season averaged about $1,500/mo. In 2016 they average about $2,250/month. This is an area of concern as parking revenues will need to be increased in order to cover operating costs and provide funding for area related capital improvements. With status quo, 2016 Revised Budget Revenue estimate is $73K and Revised Budget Expense estimate is $91K for a reduction in Fund 140 fund balance of $18K.

SPECIAL REVENUE FUNDS MONTHLY REPORT
APRIL

		2016 Budget Annual	2016 Actual Year to Date	%	2015 Actual Annual	2015 Actual Year to Date	%
142	**AUTOMATION FEES**						
	Begin Fund Balance	22,985	22,985		-	-	
	Revenues	100,000	49,945	50%	22,985	7,690	33%
	Expenditures	96,726	40,486	42%	-	-	#DIV/0!
	Net Activity	3,274	9,459		22,985	7,690	
	Ending Fund Balance	26,259	32,444		22,985	7,690	
180	**ABATEMENT**						
	Begin Fund Balance	1,350	1,350		-	-	
	Revenues	500	-	0%	1,350	544	40%
	Expenditures	200	139	70%	-	-	#DIV/0!
	Net Activity	300	(139)		1,350	544	
	Ending Fund Balance	1,650	1,211		1,350	544	
190	**(ASE) AUTOMATED SPEED ENFORCEMENT**						
	Begin Fund Balance	64,389	64,389			-	
	Revenues	356,000	141,666	40%	362,149	138,108	38%
	Expenditures	411,914	61,338	15%	297,760	68,359	23%
	Net Activity	(55,914)	80,328		64,389	69,749	
	Ending Fund Balance	8,475	144,717		64,389	69,749	
199	**(TBD) TRANSPORTATION BENEFIT DISTRICT**						
	Begin Fund Balance	48,160	48,160		-	-	
	Revenues	880,000	191,408	22%	456,831	143,954	32%
	Expenditures	434,200	179,182	41%	408,671	132,647	32%
	Net Activity	445,800	12,226		48,160	11,307	
	Ending Fund Balance	493,960	60,386		48,160	11,307	
	April is 4 months of 12			33%			

Special Revenue funds are volatile by their nature for both revenue and spending patterns.

- The Automation fee revenues come from development activity and therefore are expected to fluctuate through the year. The fund is still on track to meet its revenue budget for the year.
- ASE is running a little ahead, but this revenue source declines in the summer when school is out.
- The TBD will need a supplemental budget adjustment for expenditures. The Original Budget for expenditures only included the first $20 of car tab spending. The new, additional $20 was included in revenues but not in the budget. Revenues for the new $20 are started in April. April 2016 revenue was $76K as compared to April 2015 of $40K.

DEBT SERVICE FUNDS MONTHLY REPORT
APRIL

	2016 Budget Annual	2016 Actual Year to Date	%	2015 Actual Annual	2015 Actual Year to Date	%
REET 1 ELIGIBLE DEBT SERVICE						
Begin Fund Balance	14,900	14,900		15,264	15,264	
Revenues	140,410	46,804	33%	132,659	119,452	90%
Expenditures	142,117	1,327	1%	133,023	-	0%
Net Activity	(1,707)	45,477		(364)	119,452	
Ending Fund Balance	13,193	60,377		14,900	134,716	
REET 2 ELIGIBLE DEBT SERVICE						
Begin Fund Balance	21,245	21,245		21,157	21,157	
Revenues	264,855	88,288	33%	252,459	252,371	100%
Expenditures	264,855	3,980	2%	252,371	-	0%
Net Activity	-	84,308		88	252,371	
Ending Fund Balance	21,245	105,553		21,245	273,528	

Expenditure activity reflects monthly charge for General Fund Administrative Services. In prior years Debt Service funds were not assessed their related costs for General Fund Admin Services. Semi-annual interest payments are made in June and December each year. The principal payment is made once a year in December.

MARINA FUND 401 OPERATIONS MONTHLY REPORT

(Budget Basis/Working Capital Basis)

APRIL

	2016 Budget Annual	2016 Actual Year to Date	%	2015 Actual Annual	2015 Actual Year to Date	%
REVENUES						
Intergov't Grants				38,729	38,729	100.0%
Charges Goods & Services	1,209,023	44,488	3.7%	1,165,902	44,456	3.8%
Fuel Sales		114,192			175,891	
Fines & Forefitures	15,220	5,675	37.3%	17,716	4,228	23.9%
Moorage, Parking & Misc	2,874,307	888,366	30.9%	2,792,606	880,934	31.5%
Interfund Maint Services	25,000	13,723	54.9%	34,940		
TOTAL	4,123,550	1,066,444	25.9%	4,049,893	1,144,238	28.3%
Fuel gallons sold	*420,609*	*64,131*		*404,432*	*73,659*	
EXPENDITURES						
Salaries	651,693	182,261	28.0%	609,486	195,962	32.2%
Benefits	271,946	76,025	28.0%	247,773	82,276	33.2%
Supplies	1,118,218	58,181	5.2%	1,048,961	59,850	5.7%
Fuel Purchases		98,215			133,673	
Services	876,082	283,999	32.4%	817,501	258,192	31.6%
Capital	-	-		7,286		
Capital Transfers	250,000			-		
Debt Transfers	819,830	273,276	33.3%	821,216	273,739	33.3%
TOTAL	3,987,769	971,957	24.4%	3,552,223	1,003,692	28.3%
REVENUES MORE THAN OR (LESS THAN) EXPENDITURES	135,781	94,487		497,670	140,546	
Ending Cash & Investments		1,228,101			1,126,243	
Min Reserves - 20%		747,554				
Avail to Xfer to Dock Replace		230,547				
April is 4 month of 12	*33.3%*					

- Marina is generally on-track for the year though the number of gallons of fuel sold to date is running at about 86% of prior year to date.

SWM FUND 450 OPERATIONS MONTHLY REPORT

(Budget Basis/Working Capital Basis)

APRIL

	2016 Budget Annual	2016 Actual Year to Date	%	2015 Actual Annual	2015 Actual Year to Date	%
REVENUES						
Intergov't Grants						
Charges Goods & Services	3,264,518	1,137,636	34.8%	2,756,227	1,052,225	38.2%
Interest & Miscellaneous	2,000	2,590	129.5%	14,439	1,956	13.5%
TOTAL	3,266,518	1,140,226	34.9%	2,770,666	1,054,181	38.0%
EXPENDITURES						
Salaries	799,230	268,230	33.6%	761,468	253,706	33.3%
Benefits	393,022	120,213	30.6%	342,924	107,934	31.5%
Supplies	75,300	23,384	31.1%	39,127	10,518	26.9%
Services	1,375,804	468,177	34.0%	1,077,055	493,614	45.8%
Capital				27,698	27,698	100.0%
Capital Transfers				108,498		0.0%
TOTAL	2,643,356	880,004	33.3%	2,356,770	893,470	37.9%
REVENUES MORE THAN OR (LESS THAN) EXPENDITURES	623,162	260,222		413,896	160,711	
Ending Cash & Investments		1,826,224			1,522,238	
Min Reserves - 20% Revenues		653,304				
Waiting for CIP Xfer to Fund 451		1,172,920				
April is 4 months of 12	*33.3%*					

- SWM is generally on-track for the year. Charges for Goods & Services come through the King County property tax billing system so April/May and October/November are peak revenue months for this fund.

INTERNAL SERVICE FUNDS MONTHLY REPORT

(Budget Basis/Working Capital Basis)

APRIL

		2016 Budget Annual	2016 Actual Year to Date	%	2015 Actual Annual	2015 Actual Year to Date	%
500	**EQUIPMENT RENTAL OPS**						
	Begin Fund Balance	43,756	239,158		198,523	198,523	
	Revenues	602,215	199,173	33%	526,482	171,118	33%
	Expenditures	545,245	142,774	26%	485,847	129,211	27%
	Net Activity	56,970	56,399		40,635	41,907	
	Ending Fund Balance	100,726	295,557		239,158	240,430	
501	**EQUIPMENT RENTAL REPLACE**						
	Begin Fund Balance	1,424,750	1,618,468		1,628,405	1,628,405	
	Revenues	865,334	290,697	34%	462,364	115,233	25%
	Expenditures	851,860	386,084	45%	472,301	32,510	7%
	Net Activity	13,474	(95,387)		(9,937)	82,723	
	Ending Fund Balance	1,438,224	1,523,081		1,618,468	1,711,128	
506	**FACILITY MAJOR REPAIRS**						
	Begin Fund Balance	65,423	53,339		166,401	166,401	
	Revenues	75,830	25,399	33%	102,760	25,319	25%
	Expenditures	79,000	640	1%	215,822	53,180	25%
	Net Activity	(3,170)	24,759		(113,062)	(27,861)	
	Ending Fund Balance	62,253	78,098		53,339	138,540	
511	**COMPUTER REPLACEMENT**						
	Begin Fund Balance	126,766	271,177		317,436	317,436	
	Revenues	401,207	144,263	36%	162,084	43,495	27%
	Expenditures	262,540	104,879	40%	208,343	63,328	30%
	Net Activity	138,667	39,384		(46,259)	(19,833)	
	Ending Fund Balance	265,433	310,561		271,177	297,603	
520	**SELF INSURANCE**						
	Begin Fund Balance	99,622	138,795		150,014	150,014	
	Revenues	828,455	275,994	33%	637,551	212,466	33%
	Expenditures	666,660	574,205	86%	648,770	595,555	92%
	Net Activity	161,795	(298,211)		(11,219)	(383,089)	
	Ending Fund Balance	261,417	(159,416)		138,795	(233,075)	
530	**UNEMPLOY INSURANCE**						
	Begin Fund Balance	322,817	338,159		284,467	284,467	
	Revenues	58,435	18,680	32%	56,143	18,561	33%
	Expenditures	75,000	7,269	10%	2,451	2,451	100%
	Net Activity	(16,565)	11,411		53,692	16,110	
	Ending Fund Balance	306,252	349,570		338,159	300,577	
	April is 4 months of 12			33%			

- Fund 500 Equip Rental Ops Revenues are less due to interfund fuel sales which fluctuate.
- Fund 500 Equip Rental Ops Expenses are less due to vacant position and lower fuel costs.
- Fund 501 Equipment Replacement purchase was for Camel Flush Truck.

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CITY OF DES MOINES
Voucher Certification Approval
26-May-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 **May 26, 2016** the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers through May18, 2016 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:

Dunyele Mason, Finance Director

	# From	# To	Amounts
Claims Vouchers:			
Total A/P Checks/Vouchers	146768	146952	1,195,428.63
Electronic Wire Transfers	708	711	11,786.91
Total claims paid			**1,207,215.54**
Payroll Vouchers			
Payroll Checks	18794	18799	5,488.49
Direct Deposit	200001	200159	288,385.97
Payroll Checks	-		
Direct Deposit	-		
Total Paychecks/Direct Deposits paid			**293,874.46**
Total checks and wires for A/P & Payroll			**1,501,090.00**

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Consent Agenda Item #2

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Task Order Assignment for Design/Permitting of the Barnes Creek/ KDM Road Culvert Project

ATTACHMENTS:
1. Tetra Tech Task Order Assignment
2. 2016 CIP Budget worksheet

AGENDA OF: May 26, 2016

DEPT. OF ORIGIN: Planning, Building and Public Works

DATE SUBMITTED: May 17, 2016

CLEARANCES:
[X] Legal RB
[X] Finance
[ ] Marina N/A
[ ] Parks, Recreation & Senior Services N/A
[X] Planning, Building & Public Works DJB
[ ] Police N/A
[ ] Courts N/A

APPROVED BY CITY MANAGER FOR SUBMITTAL:

Purpose and Recommendation:

The purpose of this agenda item is to seek City Council approval of a Task Order Assignment with Tetra Tech, Inc. (Attachment 1) that will provide for design and permitting services associated with the Barnes Creek/Kent-Des Moines Road Culvert Project for replacing the existing culvert under Kent-Des Moines Road. The following motion will appear on the Consent Calendar:

Suggested Motion:

Motion 1: "I move to approve the Task Order Assignment with Tetra Tech, Inc. that will provide for design and permitting services associated with the Barnes Creek/Kent-Des Moines Road Culvert Project in the amount of $340,729.00, and further authorize the City Manager or his designee to sign said Task Order Assignment, substantially in the form as submitted."

Background:

The Barnes Creek drainage basin is fairly large at 355 acres in size and is roughly bounded from Highway 99 to 13th Avenue and S. 216th Street to Kent-Des Moines Road. Barnes Creek is a major tributary of the Massey Creek system with the stream passing below Kent-Des Moines (KDM) Road through a 90-foot long 24-inch diameter vitrified clay culvert with the confluence of Massey Creek located on the south side of KDM. Presently, the upstream end of the KDM culvert is protected with a metal cage to prevent large debris from entering/blocking the culvert entrance. Upstream of the culvert, Barnes Creek is mostly open stream providing a potential of over a mile of fish habitat. A culvert replacement project located upstream at South 223rd Street was recently made anticipating the eventual culvert replacement at KDM that would allow access to fish (salmon) to the upper reaches of Barnes Creek.

Last year, the KDM culvert was cleaned and inspected and an assessment made from both its physical condition and fish barrier potential. The video inspection indicated that the pipe is in poor condition with the structural integrity of the pipe given a "critical" classification. Many sections of the pipe are cracked and are no longer circular and several sections are displaced. As there is no structural integrity in the cracked pipe itself, the current backfill around the pipe is maintaining the current shape (oblong). Should a large segment of the broken culvert become dislodged and expose the backfill material, the backfill will likely fall into the pipe and be washed downstream or block the culvert entirely. Depending on the rate of the loss of backfill, a void above the culvert would develop leading to road failure. Potential remaining life span of the culvert is speculative, but the remaining life is likely less than 10 years. If there is a substantial earthquake, collapse of the culvert is likely given the lack of structural integrity.

Aside from the obvious fish barrier caused by the upstream debris guard, the fish passage assessment indicated only 33% passability, meaning the culvert is likely a barrier at least 2/3 of the time allowing passage under limited flow conditions when the flows provide sufficient in depth in the pipe but not too high as to create a velocity barrier.

Several studies have been made, including the 1990 Massey Creek Basin Plan and the 1994 Lower Massey Creek Alternative Analysis, that have indicated that the existing 24-inch culvert is insufficient in size and needs to be upsized to a minimum 48-inch diameter pipe. During large storm events, the existing pipe's capacity is exceeded creating backwater conditions upstream of the pipe and even overtopping of Kent-Des Moines Road. However, given the need to meet current fish passage requirements the replacement of the pipe will need to be substantially larger than 48-inches and likely a large box culvert. The construction of the replacement will also have to accommodate the heavy traffic of KDM Road, the relatively deep burial depth (20-feet) of the culvert, as well as support or relocate numerous utilities that cross over the culvert. An open-cut construction technique will most likely be the method used.

Discussion:

This Task Order will develop a project design that meets the Hydraulic Project Approval (HPA) from the Washington Department of Fish and Wildlife (WDFW). Sizing of the culvert in accordance with WDFW guidelines will provide a more conservative culvert design to ensure that future capacity is provided and takes in account future stream design flows, slope and stream stability factors. The Task Order includes the following tasks:

- Project administration
- Data collection and field investigation
- Topographic surveying and mapping
- Geotechnical evaluation
- Permitting including Ecology Certification, HPA, Corps, SEPA, Shoreline applications and cultural resource documentation
- Utility coordination
- WSDOT Coordination
- Culvert sizing and analysis
- Final design and contract documents

The completion date of the work is anticipated for May 2017 but may be longer depending on the project's permitting effort.

Financial Impact:
A copy of the project budget is provided as Attachment 2. The total budget for the design and permitting phase of the project is $397,968, which includes approximately $23,000 for City staff costs. The current budget is sufficient to cover the Task Order amount of $340,729, which includes a 10% reserve fund of $30,975. Because of the reserve fund, a request for a 10% contingency is not included in the Council's suggested motion.

Alternatives:
The City Council could decide not to proceed on the project at this time. This is not recommended by staff given the lead time needed to address the project's potentially lengthy permitting process as well as the critical state of the culvert.

Recommendation/Conclusion:
Staff requests that Council approve the proposed motion.

Concurrence:
Legal, Planning, Building and Public Works and the Finance Departments concur.

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Attachment #1

Formal Task Assignment Document

Task Number Tetra Tech 2016-02

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

Location of Project: Barnes Creek Culvert Replacement Under Kent-Des Moines Road

Project Title: Barnes Creek Culvert Replacement

Maximum Amount Payable Per Task Assignment: $340,729.00

Completion Date: May 1, 2017

Description of Work:
(Note attachments and give brief description)
The design for the replacement of the culvert conveying Barnes Creek below Kent-Des Moines Road. See attached scope and fee estimate.

Agency Project Manager Signature: _____ Date: _____

Oral Authorization Date: _____ See Letter Dated: _____

Consultant Signature: _____ Date: 5/9/16

Agency Approving Authority: _____ Date: _____

DOT Form 140-089 EF Formal Task Assignment
Revised 6/05

EXHIBIT A

TASK NUMBER 02, 2016-2017 ON-CALL CIVIL ENGINEERING SERVICES

CITY OF DES MOINES
SCOPE OF WORK

PS&E FOR THE BARNES CREEK CULVERT REPLACEMENT

The objective of this Task Assignment is to provide professional services necessary for the preparation of Plans, Specifications, and Estimates (PS&E) for the evaluation and design of a culvert replacement conveying Barnes Creek under Kent-Des Moines Road. The existing 24-inch vitrified clay culvert is very poor condition with the downstream end backwatered about 1-foot above the downstream culvert invert. The culvert is to be replaced to enhance salmon passage, better convey flood flows, and to provide conveyance before failure of the existing culvert. The culvert is about 80 to 90 feet long under a fill of about 15 feet. Tetra Tech will subcontract for geotechnical services which will include 3 borings to characterize the subsurface materials. Tetra Tech will also subcontract for the topographic survey of the project area. Environmental documentation including permit preparation as described below will be performed by Tetra Tech.

Kent-Des Moines Road is a busy arterial serving the City of Des Moines. Replacement of the culvert will be disruptive to area residents and those travelling on the road. The culvert replacement will include provisions to minimize this disruption by building the structure that allows two-way travel throughout construction. This may include a temporary retaining wall or bridge over the embankment that will allow enough width for passage of two-way traffic. It is anticipated that the road's speed limit will be reduced through the construction zone during construction. As the method of road widening if needed to maintain 24/7 2-way traffic during construction is unknown, there is no scope or fee at this stage for the design of temporary retaining walls or bridge.

Fish passage design requirements using the current WDFW manual (Water Crossing Design Guidelines) will be used, specifically the "Stream Simulation Option". The project will include estimation of stream design flows, culvert design, erosion control plans, and other miscellaneous services described below. This project is located in an area where no flow records exist. The culvert replacement is anticipated to be a 3-sided precast box culvert on precast spread footings. Pile design, if found necessary to support the culvert, is not included in this scope or budget.

DURATION

The project budgeting and fee estimate are based upon about a 12 month duration starting May 1, 2016 and completing May 1, 2017.

SERVICES

The CONSULTANT shall perform services and furnish materials necessary to accomplish the following work items.

1. **Project Administration:** This task includes administration of the contract between the CONSULTANT and the CITY, preparation of monthly progress reports and quality control. The task includes administrative efforts needed to coordinate with the subconsultants and to complete the project on-time and within budget. Subtasks will include the following:

1.1 Prepare monthly progress reports for inclusion with the invoice and invoice review.

1.2 Prepare weekly email status reports summarizing work accomplished that week, work planned for the following week, and any outstanding issues.

1.3 Prepare Subconsultant Agreements (2).

1.4 Provide ongoing project management.

1.5 Prepare project plan and Health and Safety Plan.

1.6 Conduct an internal startup meeting with the project team at CONSULTANT'S Seattle Office.

2. Data Collection and Field Investigation: This task is the initial effort to collect existing information and become familiar with the project site. It is anticipated that access to private property to collect data and do topographic survey work will be gained through permission from local residents that the City of Des Moines will obtain. Potholing of existing utilities are not included. It is assumed existing utilities will provide their own potholing and elevations or measure-down distances. Note that potholing will be difficult due to traffic and the anticipated underlying concrete pavement under portions of the existing asphalt in the area.

Sub-tasks will include the following:

2.1 Collect and review existing plans, GIS data, and creek flow data.

2.2 Collect and review CITY and other design standards and criteria, see Exhibit B-2.

2.3 Conduct site reconnaissance of existing drainage facilities. Photo document project limits.

3. Topographic Survey and Mapping: The site will be surveyed to develop a basemap of the project area. The survey will be performed by 1-Alliance Geomatics whose full scope of work is included as Exhibit B-6.

3.1 Coordinate with the survey team, review basemap, provide comments to surveyor.

4. Geotechnical Evaluation: AMEC-Foster Wheeler will perform the geotechnical evaluation of the site. Their work is focused on gathering information to support the design of a 3-sided precast concrete culvert supported on precast slab footings. A geotechnical evaluation is required to establish excavation guidelines to reach the culvert invert, determine required footing conditions, slope stability of the reconstructed embankment, and material type and construction requirements for replaced backfill material. Borings will be made on the upstream and downstream end of the proposed culvert and one near the road centerline. The full geotechnical scope of work is included as Exhibit B-7.

4.1 Coordination with the geotechnical engineer. Review draft geotechnical report.

5. Permit Application: Permits will be required for the construction of the culvert and associated adjacent channel work. Tetra Tech will support the City in obtaining the necessary project permits. Tetra Tech will prepare required JARPA, SEPA, Shoreline applications and associated required documentation as described below. Effort also included in this task is arranging and attending a half-day pre-application meeting and site visit for the agencies and tribes early in the design phase, additional coordination as needed with the agencies and tribes to answer questions and provide supplemental information, and review/input to the design team regarding fish passage and other permitting and restoration elements throughout the design. Tetra Tech will provide the permit applications to the City who will then submit them to the appropriate permitting agency (permit application fees will be paid directly by the City to the agencies). The following permits are anticipated to be required:

- City of Des Moines Shoreline Substantial Development Permit,

- JARPA, which includes:
  - Department of Ecology Section 401 Water Quality Certification and Coastal Zone Management Consistency determination (individual review required for fill in tidal waters or disturbance of >1/2 acre of wetlands),
  - Department of Fish and Wildlife Hydraulic Project Approval,
  - COE-Clean Water Act Section 404 permit-Nationwide 27; this application will require supplemental documentation to demonstrate compliance with the Programmatic Biological Opinion for restoration activities and the cultural resources report to allow coordination and compliance with Section 106 of the National Historic Preservation Act.
- SEPA- Mitigated DNS, including field reconnaissance, data gathering, agency consultation (including on ESA), preparation of SEPA checklist, coordination with design team, development of draft mitigation measures in cooperation with City staff.

The following permits/approvals may not be required, to be determined with the City if they will be required and can be included in the scope of work if needed. These are not currently budgeted.

- A "no-rise" analysis of the effects on 100-year flood water surface elevations
- NPDES Construction Stormwater General authorization

A wetland delineation is not included in the scope and budget at this time. Wetland vegetation was observed on both the upstream and downstream side of the culvert, but as the properties outside of the road right-of-way are privately owned, it will be determined during design if any areas outside of the right-of-way will be needed to be used for construction activities. If a wetland delineation is determined to be required, it will be scoped as a modification to this contract.

A budgetary number has been estimated for the preparation of the application for these permits. It is unknown what atypical requirements may be imposed on the project and associated permitting requirements from these permitting agencies (including staff changes at the permitting agencies that requires re-work of the application). Consequently, time associated with this task will be tracked separately. If additional time is required than that originally estimated, a contract modification for addition budget will be negotiated with the City prior to performing this additional work. The work described above has been assigned to the following subtasks:

5.1 **Pre-Application Meeting and Site Visit.** The Tetra Tech permit specialist, archaeologist, and PM will arrange and attend a pre-application meeting and site visit with the relevant regulatory agencies and tribes (assumed that meeting will be held in Des Moines). Effort includes preparation of meeting materials and preparing draft and final summary notes from the meeting. This meeting will be focused on obtaining agency/tribal input on the permits required and what documentation will need to be provided.

5.2 **Prepare SEPA and JARPA and associated attachments**. Tetra Tech will prepare a draft SEPA checklist and JARPA application with required attachments for review by the City. The City will provide a consolidated set of comments on the draft documents and Tetra Tech will prepare a final SEPA checklist and JARPA application for submittal to the agencies. The City will submit the final applications and provide the required fees.

5.3 **Cultural Resources Documentation**. Tetra Tech will evaluate the State Historic Preservation Office's database to identify if any cultural or historic resources have been identified in the project vicinity. The Tetra Tech archaeologist will conduct a site reconnaissance to identify if there are any potential cultural or historic resources that may be within the potential construction footprint. Tetra Tech will submit a draft cultural resources reconnaissance memo documenting the results of the database

records search and site reconnaissance and identify if there is the potential for cultural or historic resources within the construction footprint. If cultural or historic resources are identified, then Tetra Tech will scope a modification to the contract to conduct further recording or documentation of these resources.

6. Utility Coordination: Utilities believed located in the area will be provided with initial design drawings to solicit input concerning the location of and issues with their utilities. Review of utility record drawings will be performed to confirm or supplement the surface evidence obtained in the field survey mapping. Critical conflicts with proposed design improvements may require potholing to confirm the utility location. Potholing will assume to be performed by the utility. Tetra Tech has not budgeted any funds for potholing.

6.1 Identify utilities crossing the site based on the survey basemap and City input.

6.2 Send preliminary drawings to the utilities and request utility as-built drawings.

6.3 Add utilities to the basemap for those not marked during the survey for the basemap. The survey will be provided as part of Task 3.

7. Culvert Sizing and Analysis: There are limited flood flow predictions for this area from modeling done in the 1990s. This will be used to estimate peak storm flows for flows reaching the culvert and will be used in verification of design elements. To support the culvert design for fish passage, a streambed gravel determination will be made and streambed channel stabilization features will be included, which are further described below. Due to limited flow information, a simplified scour analysis will be performed.

Subtasks will include the following:

7.1 ***Review of Flood Flows***: Flow data from the City's previous studies will be reviewed to obtain previously developed flood flow rates estimated for this area.

7.2 ***Culvert Sizing***: The culvert width will be calculated using the guidelines in the "Water Crossing Design Guidelines" (Washington Department of Fish and Wildlife). Tetra Tech will estimate the bank-full channel width. The "Stream Simulation Option" will be used for the culvert width sizing. The culvert height will be reviewed for the passage of debris that may reach the culvert. The hydraulic capacity will be confirmed in Task 7.3.

7.3 ***Hydraulic Evaluation***: A reach-scale HEC-RAS model will be developed of the proposed culvert using the peak flood flows estimated in Task 7.1 above. The model will be used to estimate flow depths and velocity through the culvert and to confirm capacity to pass the 100-year flood flow without surcharging the proposed culvert to within 1-foot of the road grade.

7.4 ***Streambed Gravel Determination***: The geotechnical engineer will obtain and analyze two streambed gravel samples and provide a gradation of the native materials. This gradation will be used as guidance for the gravel that will be placed inside the proposed culvert and adjacent disturbed channel segments.

7.5 ***Streambed Channel Stability Consideration***: The replaced channel bottom within the culvert and adjacent open channel segments is evaluated under this task. This task includes locating rock bands within the culvert or logs in the adjacent channel to reduce the likelihood of end-cutting or transport of bed material from desired locations.

7.6 ***Prepare Technical Memorandum***: Prepare a brief technical memorandum for submittal to the City documenting the hydrology and hydraulics used in the sizing of the replacement culvert and parameters resulting from the fish-passable requirements. The document will be limited to approximately 5 pages. Submittal with the 30% construction documents is planned.

8. Final Design and Contract Documents: Under this task, the final contract documents to construct the project will be prepared using accepted engineering practices, comments from the City, and the standards set forth in Exhibits B-1 and B-2. Deliverable documents are described in Exhibit B-4. The preliminary drawing list is described in Exhibit B-5. Plan-set scales have been set based on using full size drawings for construction. Tetra Tech will prepare the special provisions required for project construction. The City will provide the City portion of the specifications which will be merged with the Tetra Tech prepared special provisions at the 90% level of completion. A detailed traffic diversion and control plan will be developed for this project in order to keep traffic open 24 hours a day, 7 days per week. There may be a need for some short term lane closures during transition periods. No curb and gutter or driveway profiling will be prepared. Construction easements, if required, will be shown dimensionally on the drawings, however, the legal description will be prepared by the City. The use of a spread footing for the precast culvert is assumed and budgeted; the analysis and design for pile foundations are not budgeted. Precast wing walls may be required for the precast culvert. No retaining wall or bridge design (both temporary and permanent) is budgeted.

The design is based on the following assumptions and guidelines:

- A 3-sided precast concrete culvert on precast concrete slab footings.
- The existing approximately 1:1 embankment over the culvert will be maintained.
- Channel work in the stream channel will be kept within 100-feet from the ends of the existing culvert if possible. Some wood placement in the channel is possibly necessary for bed and/or bank protection. However, as these areas are privately owned parcels, work in the stream channel on private property would only occur if the City obtains permission from the owner and if that work is essential for the stability of the culvert and necessary to maintain conditions appropriate for fish passage.
- The existing road section and profile geometry will be matched to replace the portion of the road removed for the culvert construction.
- The existing road will remain open during construction to all traffic (including pedestrians), consequently a bypass method will be identified.
- Utility design is not included.
- Shoring design is not included.
- Roadside ditches in the vicinity of the culvert will be incorporated into the design.
- Guardrail replacement will be included in the design.
- Allowances for keeping traffic flow continuous for 24 hours per day, 7 days a week will be necessary on Kent-Des Moines Road. No permanent detours on other roads will be allowed by the City.

Subtasks will include the following:

8.1 Thirty percent (30%) PS&E: Through the following subtasks the 30-percent PS&E will be prepared for CITY review. This drawing set will be used for the permit applications. Tasks include the following:

8.1.1 Prepare 30% design plans incorporating the results from the hydraulic analysis technical memorandum. The precast footing width will be identified based on the geotechnical results. The structural design of the footing and culvert will be by the Contractor per the WSDOT specifications.

8.1.2 Prepare bid items, quantities, and construction cost estimate.

8.1.3 Prepare outline of special provisions for items of work not covered by the WSDOT/APWA Standard Specifications.

8.1.4 Submit 30% plans, specification list and construction cost estimate to the CITY for comment.

8.2 Sixty percent (60%) PS&E: Through the following subtasks the 60-percent PS&E will be prepared for CITY review. Tasks include the following:

8.2.1 Participate in a meeting with CITY staff for a design coordination review of comments of the 30% submittal.

8.2.2 Prepare 60% design plans incorporating review comments received from the CITY.

8.2.3 Prepare 60% bid items, quantities, and construction cost estimate.

8.2.4 Prepare preliminary special provisions for items of work not covered by the WSDOT/APWA Standard Specifications.

8.2.5 Perform QA/QC review on the 60% PS&E.

8.2.6 Submit 60% PS&E to the CITY for comment.

8.3 Ninety-percent (90%) PS&E: Through the following subtasks, CITY comments will be incorporated from the previous tasks and 90-percent PS&E will be prepared for CITY review. Input from the permitting agencies will be incorporated into this design set. Tasks will include the following:

8.3.1 Participate in a meeting with CITY staff for a design coordination review of comments of the 60% submittal.

8.3.2 Prepare 90% design plans incorporating review comments received from the CITY.

8.3.3 Prepare 90% bid items, quantities and a construction cost estimate.

8.3.4 Prepare special provisions for items of work not covered by the WSDOT/APWA Standard Specifications. These special provisions will be merged with the City-provided specification "front-end".

8.3.5 Perform QA/QC review on 90% PS&E.

8.3.6 Submit 90% PS&E to the CITY for comment.

8.4 Final Contract Documents: Through the following subtasks, using the 90-percent PS&E and associated materials from the previous tasks, the final camera-ready bid documents will be prepared:

8.4.1 Participate in a meeting with CITY staff for design coordination review of comments on the 90% submittal.

8.4.2 Complete final specifications and submit to the CITY.

8.4.3 Prepare final plans and submit a check copy for CITY staff final approval.

8.4.4 Submit bid items, quantities and a construction cost estimate including copies of the quantity and design computations.

8.4.5 Incorporate final CITY comments and submit final stamped and signed plan originals for copying by the CITY.

PS&E FOR THE BARNES CREEK CULVERT REPLACEMENT
EXHIBIT B-1
GRAPHIC STANDARDS

All plans shall be prepared in accordance with standard practices of the CITY. Sample plans will be provided by the CITY as a guide. All plan units will be English. Plans shall be prepared as follows:

1. The horizontal scale for site plans shall be 1"=20' and the vertical scale for profiles shall be 1"=5' or as otherwise noted in the preliminary drawing list.

2. The plans shall be completed in AutoCAD 2016; the cost estimate shall be done in Excel.

3. Line types and layers shall follow Tetra Tech drafting standards.

4. Full-size plan sheets shall be 22"x34" on standard CITY title and border.

5. Plan sheets utilizing topographic base mapping shall utilize reference files so that the base map will remain as a single computer file.

PS&E FOR THE BARNES CREEK CULVERT REPLACEMENT
EXHIBIT B-2
DESIGN CRITERIA

The CITY will designate the basic premises and criteria for the design. Reports, specifications, and plans, to the extent feasible, shall be developed in accordance with the project design criteria. The latest edition and amendments of the following documents and input from the CITY will be utilized to develop the project design criteria:

1. Washington State Department of Transportation/American Public Works Association (WSDOT/APWA), *Standard Specifications for Road, Bridge, and Municipal Construction* (2016 English Edition).
2. WSDOT/APWA, *Standard Plans for Road, Bridge, and Municipal Construction* (2016 English Edition).
3. U.S. Department of Transportation, Federal Highway Administration (FHWA), *Manual on Uniform Traffic Control Devices for Streets and Highways*.
4. Standard drawings and sample documents prepared by the CITY and furnished to the CONSULTANT shall be used as a guide in all cases where applicable.
5. Washington State Department of Fish and Wildlife, *Water Crossing Design Guidelines* (2013 edition).

PS&E FOR THE BARNES CREEK CULVERT REPLACEMENT

EXHIBIT B-3

ITEMS TO BE FURNISHED TO THE CONSULTANT BY THE CITY

The CITY will furnish for the CONSULTANT copies of documents which are available to the CITY that will facilitate the preparation of the plans, specifications, estimates and reports. These include the following:

1. Copies of applicable "as-built" plans in the culvert vicinity.
2. Example plans and specifications.
3. Bid tabulations of previous projects as available.
4. CITY'S current AutoCAD title and border drawings (including title sheet, plan sheet, and plan/profile sheet).
5. All right-of-way acquisition efforts including additional title reports, appraisals, right-of-entry for fieldwork, negotiations, right-of-way cost estimates, deed preparation.
6. Printing and distribution of plans and specifications for bidding.
7. Any hydrology and hydraulic data defining flows in the project area.

PS&E FOR THE BARNES CREEK CULVERT REPLACEMENT
EXHIBIT B-4
DOCUMENTS TO BE FURNISHED BY THE CONSULTANT

The following documents, exhibits, or other presentations for the work covered by this Agreement shall be furnished by the CONSULTANT to the CITY upon completion of the various phases of the work.

1. Project Administration

    1.1 Monthly invoice and brief progress report.
    1.2 Weekly email status report.

2. Data Collection and Field Investigation:

    2.1 One (1) electronic copy of digital photographs on CD.

3. Survey Services

    No deliverable.

4. Geotechnical Evaluation

    Electronic copy of the project geotechnical evaluation.

5. Permit Application

    Electronic copy of draft permit application.

    Electronic copy of final permit application.

6. Utility Coordination

    No deliverable.

7. Culvert Sizing and Analysis

    7.1 One (1) electronic copy of the culvert sizing technical memorandum.

8. Final Design and Contract Documents

    8.1 Thirty percent (30%) PS&E:

        8.1.1 One (1) copy of the specification outline, submitted electronically.

        8.1.2 One (1) copy of the construction cost estimate, submitted electronically.

        8.1.3 One (1) half-size copy of the plans, submitted electronically in PDF format.

    8.2 Sixty percent (60%) PS&E:

        8.2.1 One (1) copy of meeting minutes, submitted electronically.

        8.2.2 One (1) copy of the specifications, submitted electronically.

8.2.3 One (1) copy of the construction cost estimate, submitted electronically.

8.2.4 One (1) half-size copy of the plans, submitted electronically in PDF format.

8.3 Ninety percent (90%) PS&E:

8.3.1 One (1) copy of meeting minutes, submitted electronically.

8.3.2 One (1) copy of the specifications, submitted electronically.

8.3.3 One (1) copy of the construction cost estimate, submitted electronically.

8.3.4 One (1) half-size copy of the plans, submitted electronically in PDF format.

8.4 Final Contract Documents

8.4.1 Once (1) copy of the check set of specifications, submitted electronically.

8.4.2 One (1) copy of the final specifications, submitted electronically.

8.4.3 One (1) half-size check set copy of plans, submitted electronically in PDF format.

8.4.4 One (1) copy of final stamped and signed full-size white opaque mylar plans, via surface mail.

8.4.5 One (1) copy of the quantity, cost estimate, and design computations, hard-copy via surface mail.

8.4.6 Electronic copy of the CAD files, specifications and cost estimate files on CD format.

PS&E FOR THE BARNES CREEK CULVERT REPLACEMENT
EXHIBIT B-5
PRELIMINARY DRAWING LIST

The following is a list of budgeted drawings for the project:

Drawing Title
General Sheets
Cover Sheet / Drawing Index
Legend and Abbreviations
Survey Control
Culvert Sheets
Culvert and Channel Plan and Profile (1"=10')
Roadway Plan and Profile (1"=20')
Miscellaneous Details – 1 (culvert details)
Miscellaneous Details – 2 (creek details)
Miscellaneous Details – 3 (local drainage details)
Erosion and Sediment Control Plan (1"=20')
Planting Plan
Planting Details
Road Sheets
Road Plan and Profile
Roadway Traffic Diversion/Bypass/Traffic Control Plan (2)
Construction Phasing
Utility Temporary Routing
Utility Details
Lighting Plan
Miscellaneous Details – 1
Miscellaneous Details – 2
Traffic Control Plan
Total Number of Drawings = 21

PS&E FOR THE BARNES CREEK CULVERT REPLACEMENT
EXHIBIT B-6
SURVEY SCOPE OF WORK

Scope of work and fee estimate from 1-Alliance, Inc. for survey on the project follows.

1 ALLIANCE
GEOMATICS
SURVEYING & MAPPING
MBE/DBE

April 15, 2016
16-028

Barnes Creek Kent-Des Moines Road Topographic Mapping

Objective

The objective of these services is to provide a topographic map of three stream corridors and a portion of S.R. 516, S. Kent-Des Moines Rd (KDM). This mapping will incorporate traditional ground mapping methods and GPS.

Scope of Services:

1. Survey Project Management, QA/QC, and Administrative

   This task includes the management, quality assurance/quality control, and administrative efforts. 1 Alliance will provide a Licensed Surveyor, registered in the state of Washington, as the Survey Project Manager.

2. Survey Control

   Base mapping shall be tied to existing monumented control. The basis of bearings will be based on NAD 83(91) and the vertical datum will be based on NAVD 1988. Control for ground survey will be established by GPS observations and ground traversing.

3. Topographic Mapping

   - Surveyor shall prepare a topographic map for each corridor with 1-foot elevation contours within the paved area of KDM and 2-foot elevation contours outside of the paved area of KDM. Topographic map shall show pavement edges, guardrail, utility features, mailboxes and channelization.
   - Mapping will be performed within the apparent right of way of KDM and portions of parcels 2011400113, 2011400112, 2011400111, 201140014, 2011400090, 2011400110, 2011400131 and 2011400130.
   - Mapping shall identify utilities by subcontracting a private utility locator, and by surveying private utility location markings and surface expressions of the utilities, including drainage catch basins, power poles, and other identifying features including, but not limited to stormwater catch basins and lines, sanitary sewer manholes, potable water lines, electrical vaults and power lines including overhead lines, natural gas valves and lines, and

1261A 120th Ave NE, Bellevue WA 98005 | 425.598.2200

communications lines. Survey shall be conducted immediately following private utility location to ensure that markings are visible to the surveyor.

- Trees having a diameter of 4" or greater, measured at 4 feet above ground, will be located and identified as deciduous or evergreen.
- Surveyor shall survey stormwater pipe invert and top elevations and pipe directions at catch basins, to the extent feasible.
- Surveyor shall survey sanitary sewer pipe invert and top elevations and pipe directions.
- Right of way per WSDOT Right-of-Way plans, Records of Survey and local plat maps. Controlling monuments will be surveyed and used for Right-of-Way resolution.

4. Project Limits
   - Full Right-of-Way of KDM 300 feet easterly and 300 feet westerly of the centerline of Barnes Creek.
   - To the toe of slope on the north side of KDM extending 60 feet easterly and 60 feet westerly of the north culvert centerline.
   - Locate the thalweg of Barnes Creek for 250 feet northerly from the north culvert on 25 foot intervals and perform cross-sections at 50 foot intervals and extending the to the toe of the ravine or to an elevation gain of 3 feet, whichever is closest.
   - Locate to the toe of slope on the south side of KDM extending 100 feet easterly and 100 feet westerly of the south culvert centerline and approximately 70 feet southerly of the toe for potential construction staging areas.
   - Locate the thalweg of Barnes Creek to the confluence of Massey Creek and continuing downstream for 250 feet southerly and westerly from the south culvert on 25 foot intervals and perform cross-sections at 50 foot intervals, 25 feet each side of the thalweg.
   - Locate the thalweg of Massey Creek from the confluence of Barnes Creek continuing easterly for 100 feet on 25 foot intervals and perform cross-sections at 50 foot intervals, 25 feet each side of the thalweg.
   - See attached Exhibit A for topographic limits diagram.

5. Office Processing and Deliverable
   - This task includes the office processing of collected data and preparation of the basemap.

Assumptions

1. Right-of-Entry to adjacent properties will be provided by others.
2. Traffic control will not be required.
3. GIS will be used for depicting parcel boundaries and will not be resolved by the Surveyor.
4. Setting of property corners is not a part of this scope.
5. The measurement of tree drip lines are not included in this scope.

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1 ALLIANCE
GEOMATICS
SURVEYING & MAPPING
MBE/DBE

6. CAD standards, if any, to be provided by the City.
7. The basemap will be drawn to a map scale of 1"= 10'

Deliverables

1. Topographic Survey in AutoCAD.
2. AutoCAD Surfaces (Xml Files) (electronic copy).
3. Copy of field survey books (hard copy).

Fee Estimate: $18,955 including utility locate cost

Please review this scope of services to see if it meets the project's needs. Please feel free to call if you have any questions or need additional information.

Best Regards,

Jason Nakamura
President
1 Alliance Geomatics, LLC

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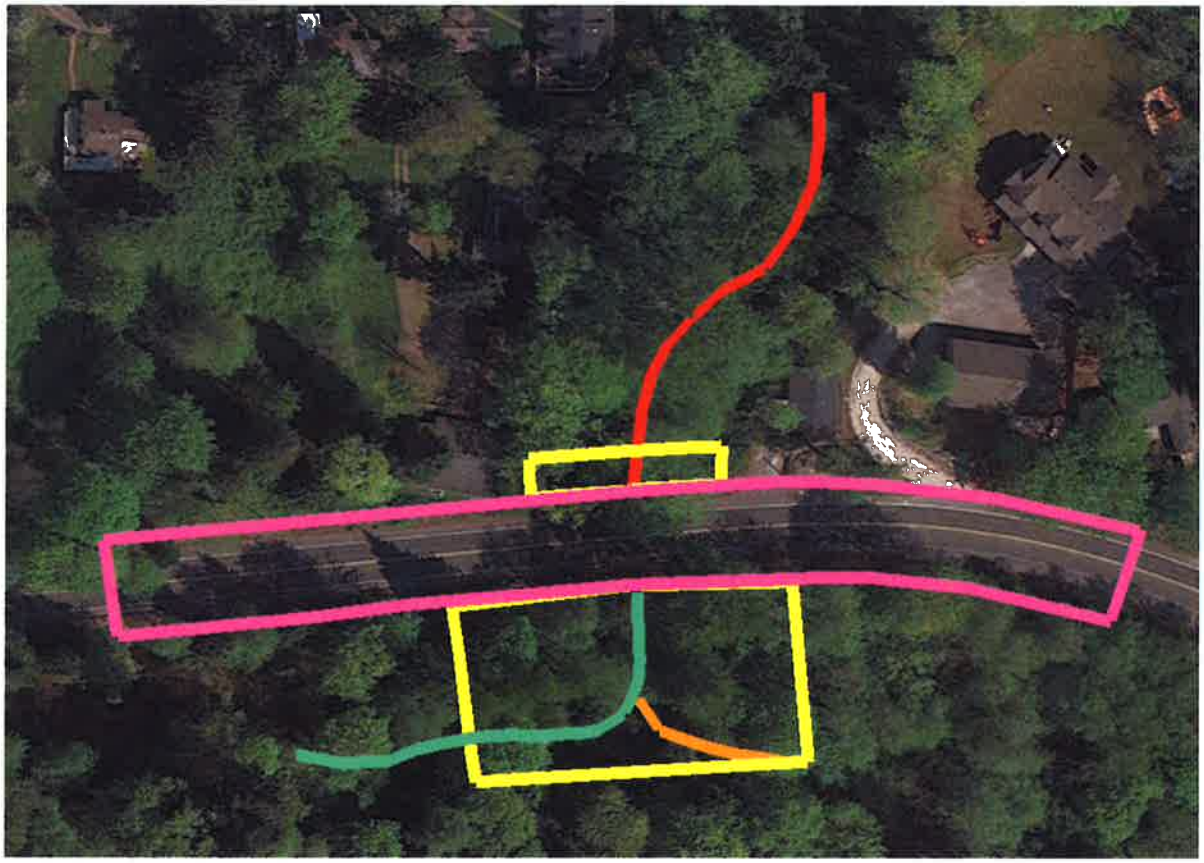
1 ALLIANCE
GEOMATICS
SURVEYING & MAPPING
MBE/DBE

Exhibit A



Red= North side Barnes Creek
Green=Barnes Creek to confluence with Massey Creek continuing downstream
Orange=Massey Creek at the confluence of Barnes Creek continuing upstream
Yellow=Toe of slope and staging area
Magenta=KDM full Right-of-Way survey

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PS&E FOR THE BARNES CREEK CULVERT REPLACEMENT
EXHIBIT B-7
GEOTECHNICAL SCOPE OF WORK

Scope of work and fee estimate from AMEC, Inc. for geotechnical evaluation on the project follows.

February 4, 2016

Proposal No. 91P-22028

Greg Gaasland, PE
Tetra Tech
1420 Fifth Avenue, Suite 600
Seattle, Washington 98101

Sent via e-mail: greg.gaasland@tetratech.com

Subject: **Revised Proposal for Geotechnical Services**
Kent - Des Moines Road Culvert Replacement
Des Moines, Washington

Dear Greg:

At your request, Amec Foster Wheeler Environment & Infrastructure, Inc. (Amec Foster Wheeler), is pleased to submit this proposal to conduct a geotechnical evaluation for the above-referenced project. The contents of this proposal are based on written/verbal information supplied by you; our 2013 meeting with you and Mr. Loren Reinhold with the City of Des Moines and subsequent discussions and revisions, and on our knowledge of subsurface conditions in the site vicinity.

SITE AND PROJECT DESCRIPTION

The project site is the existing culvert at the Barnes Creek crossing of SR 516 Kent – Des Moines Road (KDM Road), located west of 16th Avenue South, in Des Moines, Washington. The fill embankment above the culvert was estimated to be on the order of 20 feet in height. Several buried utilities (power, phone, gas, water, storm drain and sanitary sewer) likely run parallel to KDM Road, and overhead power was observed along the southern shoulder of the roadway.

The existing 24-inch diameter culvert is to be replaced with a larger diameter culvert, with a precast culvert (minimum span of 12 feet, but up to 30 feet if a walking trail is built adjacent to the creek). Based on your recent discussions with the City, we understand installation of the replacement culvert by open-cut methods is the preferred construction approach. We understand the existing KDM Road is a busy arterial, and the expectation of the City is a design and construction method that will maintain 2-way traffic throughout the construction period.

Based on our previous explorations in the site vicinity and discussions with the City and the design team, we expect the site is underlain by fill soils of variable composition and density, with underlying native soils consisting of outwash sands and gravels in a loose to medium dense condition, in turn underlain by denser glacial till. The roadway is asphalt-paved, however we understand the original two-lane concrete pavement likely still exists beneath the central portion of the asphalt roadway.

Groundwater probably lies at depths on the order of 20 feet below existing grade (approximate creek invert), although perched water might exist at shallower depths.

Amec Foster Wheeler Environment & Infrastructure, Inc.
11810 North Creek Parkway N
Bothell, Washington 98011
(425) 368-1000 Phone
(425) 368-1001 Facsimile
www.amecfw.com

OBJECTIVE

Based on our understanding of the project and on our expectation of subsurface conditions at the site, we infer that our evaluation will need to address the following:

- Characterizing soil conditions to a depth of 30 feet, to establish soil design parameters for culvert foundation design purposes;
- Characterizing soil conditions to a depth of 50 to 60 feet, to establish soil design parameters for design of temporary shoring, temporary fill retaining walls or temporary bridge foundations as necessary;
- Characterizing the gradation of sediments on the channel bottom, for stream restoration purposes;
- Determining the local groundwater depth, for construction dewatering and drainage design purposes; and
- Assessing the surficial slope conditions surrounding the planned culvert replacement, for evaluation of construction options.

SCOPE OF WORK DESCRIPTION

To address these geotechnical issues, we propose a scope of work consisting of field preparation, geological reconnaissance, subsurface explorations, laboratory testing, geotechnical engineering analyses, and report preparation. Our specific tasks are described in the following sections.

Field Preparation

This will include the following:

- Obtain a Type C-1 Right of Way Use permit from City of Des Moines. This will include preparation of a traffic control plan for City approval.
- Provide description of drilling and reconnaissance work. A description of work and restoration with accompanying sketches will be provided to the City for work to be conducted within the right of way, and for any work within adjacent private properties.
- Notify the Underground Utility Location Center prior to any drilling.
- Schedule coring, drilling, utility locate, traffic control, and lab testing subcontractors.

Geological Reconnaissance

A geological reconnaissance will be performed by an Amec Foster Wheeler geologist, who will walk the site, embankment and immediate upstream and downstream areas, to observe surface conditions, and evaluate surface soils by advancing shallow test holes or hand borings. In addition, the reconnaissance will include collecting two representative samples of the upstream channel bottom sediments, tentatively planned for locations approximately 50 feet and 100 feet upstream of the KDM Road embankment.

The purpose of this reconnaissance will be to collect information regarding any geologic features (such as seepage zones, slumps or erosion features) that could adversely affect the planned culvert design or construction. Amec Foster Wheeler will record observations by means of notes, sketches, and/or photographs. If any significant geologic features are identified, Amec Foster Wheeler will mark them with lath and flagging, so that these features could be more accurately located by survey (by others).

The purpose of the streambed reconnaissance will be to attempt to identify one or two representative reaches of the stream and then obtain bulk soil samples for laboratory grain size distribution testing. We understand this information will be used to develop a gradation specification for imported stream bed material that would be placed within the new box culvert and surrounding areas.

Borings

Amec Foster Wheeler will advance three borings along the planned culvert or bridge alignment. The tentative locations are on diagonally opposite shoulders of the roadway at the existing culvert crossing, and a third boring near the center of the roadway (offset from the existing culvert). The actual boring locations will be determined after discussions with the design team, then visiting the site to clear locations with respect to traffic, and overhead/underground utility constraints.

Because of the suspected concrete road base, Amec Foster Wheeler will arrange a subcontractor to first core a hole through the roadway surface in advance of drilling. Cores will be removed and disposed of off-site as inert demolition waste.

After coring through the pavement, to further reduce the risk of drilling into unknown or un-marked utilities, each exploratory hole will be advanced to 5 feet below the ground surface using either compressed air ("air knife") or hydroexcavation (vactor truck) methods. If any utilities or other obstructions are identified, the exploration will be abandoned and backfilled. One additional attempt will be made to core/clear a boring location a few feet away, if necessary. Amec Foster Wheeler will notify the client before attempting additional borehole locations.

Because the planned locations of borings are within the roadway and shoulders, Amec Foster Wheeler will subcontract a licensed traffic control company to develop a traffic control plan, and to provide all required flaggers and signage during drilling.

Boring depths are estimated to average 50 feet below existing grade to establish the soil profile and depth to competent bearing soils, but individual borings may range up to 60 feet in depth. However, if the actual thickness of unfavorable soils is found to be significantly greater than anticipated, additional exploration depths might be necessary; in this event, Amec Foster Wheeler will notify the client before continuing with the exploration. Groundwater levels will be noted in each boring at the time of drilling, however, no observation wells will be installed.

Borings will be advanced with a hollow-stem auger, using a truck-mounted drill rig operated by an independent firm working under subcontract to Amec Foster Wheeler. If adverse heaving conditions are encountered, the driller will have the ability to switch over to mud rotary drilling methods. Throughout the drilling operation, soil samples will be obtained at 2.5- or 5-foot depth intervals by driving split-spoon samplers in accordance with the Standard Penetration Test procedure (American

Society for Testing and Materials [ASTM] D-1586) or similar method. An experienced geologist or geotechnical engineer from Amec Foster Wheeler will continuously observe the borings, log the subsurface conditions, collect representative soil samples, and transport all samples to the Amec Foster Wheeler office for further visual examination. After drilling, each borehole will be backfilled with bentonite, then the surface will be patched with quick-set concrete. All excess cuttings will be removed from the site by the Amec Foster Wheeler drilling subcontractor, and disposed of as inert demolition waste.

Laboratory Testing

Amec Foster Wheeler will subcontract a local testing lab to conduct a series of geotechnical laboratory tests on selected soil samples obtained from the borings to evaluate the engineering and index properties of the site soils. These tests will likely include moisture content determinations and grain-size analyses. If appreciable layers of fine-grained soils are encountered, Atterberg limit determinations would be performed on representative samples. As requested, grain size testing will also be conducted on two bulk samples representative of the channel bottom.

Review and Analysis

To supplement field exploration and laboratory testing, Amec Foster Wheeler will review readily available sources of geotechnical information concerning the project site. These sources will likely include geologic maps, seismologic literature, soil logs, and other published documents. Amec Foster Wheeler will analyze the borings, lab test results and available data to develop conclusions and recommendations concerning the geotechnical aspects of the project.

Geotechnical Report Preparation

After analyzing the site conditions, Amec Foster Wheeler will prepare a Geotechnical Engineering Report for the project, including the following specific items:

- Site plan, showing approximate exploration locations on a base map supplied to Amec Foster Wheeler;
- Surficial geologic map, showing the interpreted geologic features on the surrounding slopes and immediate upstream/ downstream areas;
- Descriptive logs of the borings;
- Results of laboratory tests;
- Description of surface, soil, groundwater, and seismic conditions;
- Conclusions regarding critical areas, including slope instability, erosion hazard, and liquefaction potential;
- Conclusions regarding feasibility of culvert replacement using cut and cover methods;
- Recommended soil design parameters for culvert design, including backfill density, lateral earth pressure coefficients (active, at-rest and dynamic), AASHTO LRFD ultimate soil bearing resistance, and AASHTO LRFD resistance factors for bearing and sliding;

- Recommended seismic design parameters for ground motion using a 7% probability of exceedance in 75 years (1,000-year return period), including determination of Site Class, in accordance with AASHTO LRFD Bridge Design Specifications (2012);
- Recommendations for site preparation, including temporary drainage and dewatering;
- Recommendations concerning excavations, including temporary slope angles;
- Recommended lateral earth pressures for design of temporary shoring;
- Recommended soil parameters for design of a temporary geosynthetic reinforced slope or mechanically stabilized earth (MSE) wall;
- A discussion of recommended foundation type (shallow or deep) for temporary bridge design (if selected), estimated elevation of a suitable bearing horizon, and recommended soil design parameters;
- Recommendations concerning structural fill, including pipe bedding and backfilling, and re-use of onsite soils as structural fill;
- Recommended gradation of a representative streambed aggregate, based on review of grain size testing and the specifications outlined in WSDOT 9-03.11 Streambed Aggregate.
- Recommendations for construction monitoring;
- Explanation of report limitations; and
- Recommendations for further geotechnical study, if warranted.

Deliverables

Amec Foster Wheeler will initially submit an electronic pdf draft (unsigned and unstamped) version of the geotechnical report for review and comment. Amec Foster Wheeler will submit a final (signed and stamped) electronic pdf version plus three hard copies of the report that addresses the review comments. Amec Foster Wheeler will attend a meeting with the design team and City of Des Moines after completion of the draft report, to discuss findings, prior to finalizing the geotechnical design report.

Contract Administration

This task includes setting up a contract with Tetra Tech, and subcontracts for each of the subcontracted services (drilling, concrete coring, traffic control and laboratory testing). This also includes project setup, invoicing and tracking, and project close.

On-Call Consultation

After report submittal, Amec Foster Wheeler will be available for consultation regarding the geotechnical and hydrogeological aspects of the project. This typically involves written correspondence, telephone conversations, and meetings with the owner and design team; supplemental analyses due to design changes; and preliminary or informal reviews of design details, plans, and specifications. A budget of 16 hours involvement by the Amec Foster Wheeler project manager is included.

ESTIMATED COST

Amec Foster Wheeler services will be performed on a time-and-expenses not-to-exceed basis according to the attached Exhibit G-1, using WSDOT-audited rates in attached Exhibit G-2. We understand these will be attached to your negotiated subconsultant services agreement.

If adverse conditions arise during the evaluation, Amec Foster Wheeler will inform Tetra Tech as soon as possible and will perform no work beyond the authorized scope without prior approval.

SCHEDULE

Upon receiving authorization to proceed, we estimate the following schedule

- Coordination of Access, Right of Way Permits, and Traffic Control Plans – 2 weeks
- Geologic Reconnaissance – 1 day
- Drilling – 2 to 3 days
- Lab Testing – 1 week
- Engineering Analysis and Draft Report Preparation – 2 weeks
- Issue Draft Report – (Estimated 6 weeks after notice to proceed)
- Team Meeting with city to Discuss Alternatives – 1 day
- Report Review (by others) – 1 week
- Final Report Preparation – 2 weeks

ASSUMPTIONS

The following assumptions pertain to this work:

- Permits – Amec Foster Wheeler will submit the application for a Type C-1 Right of Way Use permit, however since it is a project for the City, the associated fees will be waived.
- Access for drilling and mapping – Any required access agreements with WSDOT and / or adjacent private properties will be provided by the City. Amec Foster Wheeler will comply with the conditions of the access agreements.
- Traffic control – Amec Foster Wheeler will prepare a traffic control plan (TCP) in accordance with WSDOT criteria, and Amec Foster Wheeler will subcontract for all required flaggers and signage. The TCP will be part of the Right of Way Use permit application. The City will review the TCP and coordinate with WSDOT regarding any special requirements.
- Utility Locate – Before drilling, Amec Foster Wheeler will notify the Underground Utility Location Center and request them to mark any underground utilities at each exploration location, but additional assistance from City of Des Moines might be needed to identify all underground utilities (by providing any as-built information).

- Working hours – to be established by the ROW permit conditions, but it is assumed that work can be performed on weekdays during daylight hours.
- We assumed and budgeted for 3 borings, but might only be able to complete 2 depending on site overhead, utility and traffic constraints; subcontract costs will be invoiced on a time and expense basis;
- Groundwater monitoring wells are not included, but a cost for installing wells can be provided upon request;
- Cuttings (soil and pavement cores) will be disposed of off-site as inert demolition waste. Alternatively, to save costs, cuttings can be disposed of at a location approved by the City.
- Costs do not include environmental sampling and testing if potentially contaminated soils are encountered, but these services can be provided if requested.
- Site restoration will conform to the permit requirements, but it should be noted that some surface disturbance is unavoidable. These disturbances could include tire rutting (on unpaved shoulder areas), small soil mounds/ bare spots, and slight subsidence. Amec Foster Wheeler will perform general clean-up and restoration tasks before leaving the site, however complete restoration (such as street sweeping/ washing) of these disturbed areas is not included in the scope of work.
- Sample Storage – Soil samples are saved for about 30 days after testing has been completed then discarded, unless prior arrangements are made for longer-term storage.
- Schedule – Amec Foster Wheeler can provide verbal design information as analysis progresses.

CLOSURE

We appreciate the opportunity to submit this proposal, and we look forward to serving your geotechnical needs. We understand you will append one copy of this proposal to your standard subconsultant agreement. If you have any questions or need additional information, please feel free to contact our office.

Sincerely yours,
Amec Foster Wheeler Environment & Infrastructure, Inc.

James S. Dransfield, P.E.
Principal

Reviewed by: Todd D. Wentworth, P.E., L.G.

Enclosures:
Exhibit G-1
Exhibit G-2 (2 pages)

\\sea-fs1\shared_marketing\02_proposals\22000\22028 des moines kdm culvert\kdm road culvert rev5 160204.docx

EXHIBIT G1 - SUMMARY OF COSTS
Geotechnical Study
Kent-Des Moines Road Culvert Replacement
Des Moines, Washington

Amec Foster Wheeler Environment & Infrastructure, Inc.

DIRECT SALARY COST (DSC):

Task	Classification (AMEC Class Code)	Hours	x	Hourly Rate	=	Cost	Task Total
	Principal Geotechnical Engineer (624 to 625)	50		$77.19		$3,859.54	
	Associate Engineer (620 to 623)	3		$66.13		$198.40	
	Senior Geologist/ Engineer (616 to 619)	0		$51.36		$0.00	
	Project Geologist/ Engineer (615)	98		$42.53		$4,167.45	
	Staff Geologist/ Engineer (613 to 614)	30		$39.17		$1,174.95	
	CAD Drafter (517)	12		$34.65		$415.80	
	Clerical/ Word Processor (808 to 809)	14		$26.24		$367.43	
	TOTAL DSC	207					$10,183.57
	OVERHEAD COST (OH COST - including salary additives):						
	OH Rate of 1.6014 x DSC	1.6014	x	$10,183.57	=		$16,307.96
	FIXED FEE (FF):						
	FF Rate of 0.30 x (DSC)	0.3	x	$10,183.57	=		$3,055.07
	REIMBURSABLES:						
	Field Expenses (mileage, equipment, etc.)			$304.25			
	Subcontract Expenses (driller, traffic, lab) (0% mark-up)			$15,327.00			
	TOTAL REIMBURSABLES				=		$15,631.25
	TOTAL						**$45,177.85**

EXHIBIT G-2 Subconsultant Fee Determination Summary Sheet

ACTUALS NOT TO EXCEED TABLE

Kent - Des Moines Road Culvert Replacement

Amec Foster Wheeler Environment & Infrastructure, Inc.
11810 North Creek Parkway North
Bothell, Washington 98011
Prepared 2/2/2016
Rates Valid through 12/31/2016

Class Code	Class Code Description	Direct Labor Rate NTE*	Overhead 160.14%	Fixed Fee 30%	All Inclusive Hourly Billing Rate
PROFESSIONAL LEVELS					
601	Professional Level 1	12.31	19.71	3.69	35.70
602	Professional Level 2	13.94	22.33	4.18	40.46
603	Professional Level 3	15.58	24.95	4.67	45.21
604	Professional Level 4	17.23	27.59	5.17	49.99
605	Professional Level 5	18.87	30.22	5.66	54.75
606	Professional Level 6	20.51	32.84	6.15	59.50
607	Professional Level 7	22.14	35.46	6.64	64.25
608	Professional Level 8	23.79	38.10	7.14	69.03
609	Professional Level 9	25.43	40.73	7.63	73.79
610	Professional Level 10	27.07	43.35	8.12	78.54
611	Professional Level 11	30.38	48.64	9.11	88.13
612	Professional Level 12	33.11	53.02	9.93	96.06
613	Professional Level 13	36.04	57.71	10.81	104.55
614	Professional Level 14	39.17	62.72	11.75	113.63
615	Professional Level 15	42.53	68.10	12.76	123.38
616	Professional Level 16	45.73	73.23	13.72	132.67
617	Professional Level 17	49.55	79.35	14.86	143.76
618	Professional Level 18	53.24	85.25	15.97	154.46
619	Professional Level 19	56.92	91.15	17.08	165.15
620	Professional Level 20	60.61	97.05	18.18	175.84
621	Professional Level 21	64.29	102.96	19.29	186.54
622	Professional Level 22	67.98	108.86	20.39	197.23
623	Professional Level 23	71.66	114.76	21.50	207.92
624	Professional Level 24	75.35	120.66	22.60	218.61
625	Professional Level 25	79.03	126.56	23.71	229.31
626	Professional Level 26	87.13	139.53	26.14	252.80
TECHNICAL LEVELS					
501	Technician Level 1	8.40	13.45	2.52	24.37
502	Technician Level 2	9.35	14.97	2.80	27.11
503	Technician Level 3	10.29	16.48	3.09	29.86
504	Technician Level 4	11.24	17.99	3.37	32.60
505	Technician Level 5	12.18	19.51	3.65	35.34
506	Technician Level 6	13.13	21.02	3.94	38.08
507	Technician Level 7	14.18	22.70	4.25	41.13
508	Technician Level 8	15.23	24.38	4.57	44.17
509	Technician Level 9	16.28	26.06	4.88	47.22
510	Technician Level 10	17.85	28.58	5.36	51.79
511	Technician Level 11	19.43	31.11	5.83	56.36
512	Technician Level 12	21.53	34.47	6.46	62.45
513	Technician Level 13	24.15	38.67	7.25	70.07

Class Code	Class Code Description	Direct Labor Rate NTE*	Overhead 160.14%	Fixed Fee 30%	All Inclusive Hourly Billing Rate
514	Technician Level 14	26.78	42.88	8.03	77.68
515	Technician Level 15	29.40	47.08	8.82	85.30
516	Technician Level 16	32.87	52.63	9.86	95.35
517	Technician Level 17	34.65	55.49	10.40	100.53
518	Technician Level 18	42.00	67.26	12.60	121.86
ADMINISTRATIVE LEVELS					
801	Administrative Level 1	9.63	15.42	2.89	27.94
802	Administrative Level 2	11.48	18.38	3.44	33.30
803	Administrative Level 3	13.32	21.34	4.00	38.66
804	Administrative Level 4	15.17	24.30	4.55	44.02
805	Administrative Level 5	17.02	27.26	5.11	49.38
806	Administrative Level 6	18.87	30.22	5.66	54.75
807	Administrative Level 7	21.50	34.44	6.45	62.39
808	Administrative Level 8	24.66	39.50	7.40	71.56
809	Administrative Level 9	27.83	44.56	8.35	80.73
810	Administrative Level 10	52.50	84.07	15.75	152.32

Labor rates below the Washington State Minimum Wage apply to employees in other states
* Direct Salary NTE rates include a 5% increase to cover annual salary increases

PS&E FOR THE BARNES CREEK CULVERT REPLACEMENT
EXHIBIT B-8
ESTIMATE OF PROFESSIONAL SERVICES

The estimate of professional services follows.

Tetra Tech, Inc.
1420 Fifth Avenue, Suite 600
Seattle WA 98101
(206) 883-9300
(206) 883-9301 (FAX)

EXHIBIT B-2: Estimate of Professional Services

CLIENT: City of Des Moines

PROJECT : Barnes Creek Culvert Replacement at Kent-Des Moines Road

P.D. No.: 100-SET-P160092 Proj. No.: 100-SET-16-085B

Date: 4/18/2016

Phase Description	TETRA TECH																EXPENSES @ 1.00					SUBCONSULTANTS @ 1.00				SUB-TOTALS	PHASE TOTALS
	Principal Engineer	Project Manager	Project Engineer 3 (culvert)	Project Engineer 1 (culvert)	Environmental Planner	Environmental Planner (Archaeologist)	Sr CADD Tech	CADD Tech (culvert)	CADD Tech (road)	Senior Engineer (QA/QC)	Project Engineer 3 (road)	Project Engineer 1 (road)	Sr Clerical/ Admin	Totals	Task Labor	Phase Labor	Travel / Meals	Printing / Reports	Computer / CAD	Misc.	Total Expenses		AMEC Geotechnical	i-Alliance Survey	Total Subs		
1.0 Project Administration																**$24,783**											**$24,833**
1.1 Progress reports and invoice review (12 months)		12											6	18	$3,119										$3,119	
1.2 Prepare bi-weekly email status reports		6												6	$1,262										$1,262	
1.3 Prepare subconsultant agreements	2	6											2	10	$2,013										$2,013	
1.4 Provide ongoing project management (1.5 hrs/wk)		72												72	$15,142										$15,142	
1.5 Prepare Health and Safety Plan		2											2	4	$619										$619	
1.6 Conduct internal start-up meeting		6	4								2	2	1	15	$2,629		$50				$50				$2,679	
2.0 Data Collection and Field Investigations																**$2,809**											**$2,859**
2.1 Collect and review existing information		4		4										8	$1,322										$1,322	
2.2 Collect and review City criteria			2											2	$343										$343	
2.3 Conduct site reconnaissance		3	3											6	$1,145		$50				$50				$1,195	
3.0 Topographic Survey and Mapping																**$841**											**$19,846**
3.1 Coordination with surveyor and review of basemap		4												4	$841		$50				$50			$18,955	$18,955	$19,846	
4.0 Geotechnical Evaluation																**$1,262**											**$46,440**
4.1 Coordination and review of report		6												6	$1,262								$45,178		$45,178	$46,440	
5.0 Permit Application																**$35,115**											**$35,115**
5.1 Pre-application meeting		4			8	4	1	3						20	$3,798										$3,798	
5.2 Prepare SEPA and JARPA		2			70		6	18						96	$17,732										$17,732	
5.3 Cultural Resources Documentation		2			2	56	2	6						68	$13,586										$13,586	
6.0 Utility Coordination																**$3,891**											**$3,891**
6.1 Identify utilities crossing the project site		4	4											8	$1,526										$1,526	
6.2 Send preliminary drawing to utility/request utility drawings		4	2											6	$1,184										$1,184	
6.3 Add discovered utilities to the basemap			3				1	2	4					10	$1,181										$1,181	
7.0 Culvert Sizing and Analysis																**$21,067**											**$21,067**
7.1 Review of flood flows		2	4											6	$1,106										$1,106	
7.2 Culvert Sizing		4	8	8	8									28	$4,879										$4,879	
7.3 Hydraulic Evaluation		2	2	12										16	$2,205										$2,205	
7.4 Streambed Gravel Determination		6												6	$1,262										$1,262	
7.5 Streambed Channel Stability Consideration	3	1		24										28	$3,924										$3,924	
7.6 Prepare Technical Memorandum		16	16	8	2								2	44	$7,691										$7,691	
8.0 Construction Bid Documents																**$42,422**											**$42,492**
8.1 Thirty-percent (30%) PS&E																											
8.1.1 Prepare 30% Plans		80	25		4		20	42	14		12	24		221	$34,469		$50				$50				$34,519	
8.1.2 Cost Estimate		16	8											24	$4,735										$4,735	
8.1.3 Prepare special provision outline		4	4											8	$1,526			$20			$20				$1,546	
8.1.4 Submit to the City		2								6			1	9	$1,691										$1,691	
8.2 Sixty-percent (60%) PS&E																**$49,942**											**$50,012**
8.2.1 Coordination Meeting		4	4											8	$1,526		$50				$50				$1,576	
8.2.2 Prepare 60% Plans		60	16		4		16	32	32		16	40		216	$31,546										$31,546	
8.2.3 Cost Estimate		16	12								8			36	$6,790			$20			$20				$6,810	
8.2.4 Develop special provisions		8	12		8						6			34	$6,471										$6,471	
8.2.5 QA/QC Review		4								8	4			16	$3,089										$3,089	
8.2.6 Submit to the City		2											1	3	$520										$520	
8.3 Ninety-percent (90%) PS&E																**$48,518**											**$48,588**
8.3.1 Coordination Meeting		4	4											8	$1,526		$50				$50				$1,576	
8.3.2 Prepare 90% Plans		40	20		8		12	28	20		16	40		184	$26,931										$26,931	
8.3.3 Cost Estimate		16	8								8			32	$6,105			$20			$20				$6,125	
8.3.4 Develop specification package		8	24	2	8						8		4	54	$9,506										$9,506	
8.3.5 QA/QC Review		8								8	4			20	$3,930										$3,930	
8.3.6 Submit to the City		2											1	3	$520										$520	
8.4 Final PS&E																**$14,490**											**$14,610**
8.4.1 Coordination Meeting		4	4											8	$1,526										$1,526	
8.4.2 Finalize Specification Package		4	2								4		2	12	$2,067										$2,067	
8.4.3 Finalize Plans & submit check set		8	3				2	6	10		8	12		49	$6,703			$20			$20				$6,723	
8.4.4 Cost Estimate		4	4								2			10	$1,869										$1,869	
8.4.5 Prepare final plans and submit to the City		4	2				2	2					1	11	$1,716			$100			$100				$1,816	
8.4.6 Prepare CD containing project files		2						1					1	4	$610										$610	

Tetra Tech, Inc.
1420 Fifth Avenue, Suite 600
Seattle WA 98101
(206) 883-9300
(206) 883-9301 (FAX)

EXHIBIT B-2: Estimate of Professional Services

CLIENT: City of Des Moines

PROJECT: Barnes Creek Culvert Replacement at Kent-Des Moines Road

P.D. No.: 100-SET-P160092 Proj. No.: 100-SET-16-085B

Date: 4/18/2016

Phase Description	TETRA TECH																EXPENSES @ 1.00					SUBCONSULTANTS @ 1.00					
	Principal Engineer	Project Manager	Project Engineer 3 (culvert)	Project Engineer 1 (culvert)	Environmental Planner	Environmental Planner (Archaeologist)	Sr CADD Tech	CADD Tech (culvert)	CADD Tech (road)	Senior Engineer (QA/QC)	Project Engineer 3 (road)	Project Engineer 1 (road)	Sr Clerical/ Admin	Totals	Task Labor	Phase Labor	Travel / Meals	Printing / Reports	Computer / CAD	Misc.	Total Expenses		AMEC Geotechnical	1-Alliance Survey	Total Subs.	SUB-TOTALS	PHASE TOTALS
TOTAL HOURS	5	468	200	58	122	60	62	140	80	22	98	118	24	1,457	$245,141	$245,141	$300	$180			$480		$45,178	$18,955	$64,133	$309,754	$309,754
DIRECT JOB WAGE	$92.00	$70.00	$57.00	$40.00	$71.00	$71.00	$42.00	$30.00	$30.00	$65.00	$57.00	$40.00	$33.00														
SUBTOTALS	$460	$32,760	$11,400	$2,320	$8,662	$4,260	$2,604	$4,200	$2,400	$1,430	$5,586	$4,720	$792														
TOTAL ESTIMATED WAGES													Raw Labor Only													$81,594	
WAGE OVERHEAD @ 170.44%																										$139,069	
PROFESSIONAL FEE @ 30%																										$24,478	

Subtotal	**$309,754**
Management Reserve (10%)	**$30,975**
Total	**$340,729**

Notes:

1. *Direct Job Wages and number of hours are for estimating purposes only. Invoices will be based on actual wages and hours of staff assigned to the project.*
2. *Direct job wages are subject to change to reflect periodic adjustments in Tetra Tech salary levels.*

Barnes Creek/KDM Culvert Replacement

Project # **451.804.040**

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

	Est.	Actual

Summary Project Description:

Project improvements will include the installation of 80 to 100 feet of 48-inch or 60-inch diameter culvert or possibly the construction of a box culvert, depending on the method of construction and current fisheries requirements. Due to the depth of culvert and the high traffic of Kent-Des Moines Road, use of of boring or other trench-less technology will be explored. The dramatic elevation change from upstream to downstream and the need to moderate velocity for fish passage may require that a special energy dissipater and/or fish ladder be installed at the culvert outlet.

TOTAL PROJECT SCOPE				PROJECT ALLOCATIONS BY YEAR					
Expenditures	**1/1/16 Current CIP Budget**	**2016 CIP Supplemental Request**	**2016 Revised CIP Budget Estimate**	**Project to Date 12/31/15**	**Estimated Year End 2016**	**Planned Year 2017**	**Planned Year 2018**	**Planned Year 2019**	**Planned Year 2020**
Design									
External Engineering (Tetra Tech)	180,000	160,730	340,730	-	200,000	140,730			
Internal Engineering/Project Mgmt	41,128	20,615	61,743	18,445	23,000	20,298			
Surveying Services		-	-	-					
Other Professional Services	1,301	15,000	16,301	1,301		15,000			
Permits	25,000	(25,000)	-	-					
Other Misc (Advertise, Postage, Etc.)		-	-	-					
Prop/ROW/Easements			-						
Construction			-						
External Engineering/inspect	135,000	-	135,000	-			135,000		
External Proj Mgmt/Inspect #2		-	-	-					
Internal Engr-Proj Mgmt/ Inspect	35,000	-	35,000	-			35,000		
Construction Contract 1	752,500	-	752,500	-			752,500		
Other									
Interfund Financial Services	15,770	(95)	15,675	185	2,440	1,500	11,550		
Non-Capitalizable Services (Alternative Analysis)	75,000	(58,800)	16,200	16,200					
Individual Assets > $5,000 - Equipment		-	-	-					
Contingencies	617,315	(112,450)	504,865	283,882			220,983		
Total Project Expense Budget:	**1,878,014**	**-**	**1,878,014**	**320,013**	**225,440**	**177,528**	**1,155,033**	**-**	**-**

Funding Sources	***1/1/16 Current CIP Budget***	***2016 CIP Supplemental Request***	***2016 Revised CIP Budget Estimate***	***Project to Date 12/31/15***	***Scheduled Year 2016***	***Scheduled Year 2017***	***Scheduled Year 2018***	***Scheduled Year 2019***	***Scheduled Year 2020***
Transfer in fund 450	717,981	1,160,033	1,878,014	303,628	241,825	177,528	1,155,033		
SWM Capital Fund Balance	1,160,033	(1,160,033)	-	-					
Total Project Revenue Budget:	**1,878,014**	**-**	**1,878,014**	**303,628**	**241,825**	**177,528**	**1,155,033**	**-**	**-**

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Public Hearing Item #1

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Public Hearing to consider Draft Ordinance 16-027 amending allowed uses and development regulations for the W-C Woodmont Commercial Zone

ATTACHMENTS:
1. Draft Ordinance No. 16-027 Amending the W-C- Woodmont Commercial Zone
2. Chapter 18.127 DMMC (Current)
3. Valley Cities Press Release (2/19/2016)
4. Valley Cities Letter (3/10/2016)
5. SEPA Comment Letter, Doreen Harper, 5/9/16
6. Zoning Map
7. E-mail with comments from Michael Lai

FOR AGENDA OF: May 26, 2016

DEPT. OF ORIGIN: Planning, Building and Public Works

DATE SUBMITTED: May 18, 2016

CLEARANCES:
[X] Legal JG
[ ] Finance N/A
[ ] Marina N/A
[ ] Parks, Recreation & Senior Services N/A
[X] Planning, Building & Public Works DJB
[ ] Police N/A
[ ] Courts N/A
[ ] Economic Development ____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: _____

Purpose and Recommendation

The purpose of this Agenda Item is for the City Council to hold a public hearing for the consideration of Draft Ordinance No. 16-027 (Attachment 1) that would amend the Des Moines Municipal Code Table 18.52.010B Commercial Zone Primary Uses to allow mixed use within the W-C Woodmont Commercial Zone, and amend development regulations for the W-C Woodmont Commercial Zone in chapters 18.127.030, 18,127.060, 18.127.070 and 18.210.090 DMMC.

Suggested Motion

Motion 1: "I move to suspend Rule 26(a) in order to enact Draft Ordinance No 16-027 on first reading."

Motion 2: "I move to enact Draft Ordinance No. 16-027 amending the Des Moines Municipal Code Table 18.52.010B Commercial Zone Primary Uses to allow mixed use within the W-C Woodmont Commercial Zone, and amend development regulations for the W-C Woodmont Commercial Zone in chapters 18.127.030, 18.127.060, 18.127.070 and 18.210.090 DMMC and finding that the revised development regulations meet the statutory requirements of Chapter 36.70A RCW.

Background

The Pacific Highway South Corridor is a key commercial area where significant private and public investment have been, are being, 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 commercial corridor includes Midway (Kent-Des Moines Road to South 272nd Street).

Midway is influenced by planning and development efforts underway by Sound Transit, King County Metro, Highline College, the Cities of Des Moines, Kent and Federal Way, the Washington State Department of Transportation, Healthpoint, Sea Mar, and Growing Transit Communities. As such, Des Moines has an opportunity to influence decisions that will be made in the near future by having the planning, policy and regulatory framework in place that best represents the City's vision as to how it wants this area to develop to support the City economically and support the following significant transportation improvements in these areas:

- Sound Transit's Federal Way Link Extension
- Metro's RapidRide
- WSDOT's SR509/I-5 Freight Mobility Project
- Metro's Transit Center at Highline College

In early 2014, the City Council directed staff to evaluate existing land use and zoning along the Pacific Highway South corridor and identify opportunities to create more appropriate development regulations under the direction of the Finance and Economic Development Committee.

Throughout 2014, the City completed subarea planning for the Pacific Highway South/South 240th Street Node that included rezoning properties from the Highway Commercial (H-C) Zone to the new Transit Community (T-C) Zone, and the creation of new preferred land use designations that were adopted with the 2015 Comprehensive Plan update for the area around South 240th Street.

In late 2014, Staff discussions with the Council Finance and Economic Development Committee focused on changes to development regulations to the C-C Community Commercial Zone in the Woodmont Neighborhood, and included discussion of higher density and mixed use proposals for the area along Pacific Highway South and at the South 272nd Street node to match those found in the T-C zone in anticipation of a light rail station in the vicinity. The zone for this area was subsequently renamed to W-C Woodmont Commercial Zone in order to differentiate this area from C-C zoned properties in the Redondo Neighborhood.

In early 2015, the City Council enacted Ordinance 1618-A, setting development regulations for the W-C Woodmont Commercial Zone. One of the policy questions raised at that time was if "mixed use" should be allowed as a permitted use in the W-C Zone, as it had previously been in the C-C Zone. At that time, the Council direction was not to include mixed use. The current development regulations for the W-C Zone are provided as Attachment 2.

Since that time, there has been more interest in providing mixed use in this area, including interest from Sound Transit, as a means to foster transit oriented development near the 272nd Street Station area. Sound Transit held a workshop on March 8, 2016 to discuss transit oriented development around the South 272nd Street node.

According to the February 19, 2016 press release by Valley Cities (Attachment 3), they have signed an agreement with a potential buyer (Michael Lai) for their Woodmont property just north of the Redondo Square shopping area. On March 10, 2016, the City received a letter from Valley Cities formally withdrawing the Conditional Use Permit LUA 2014-0038, and supporting the addition of mixed use in the Woodmont Commercial Zone south of South 268th Street (Attachment 4).

Discussion

The proposed ordinance focuses on amendments to the W-C Zone to include "mixed use" as a permitted use south of South 268th Street, to increase building heights from 55 feet to 65 feet in that area of the zone south of South 268th Street, and to modify parking requirements.

These proposals build upon and reflect the work completed during the *Envision Midway* project working closely with staff from Sound Transit, the City of Kent, Highline College, property and business owners, and residents adjacent to the corridor. It reflects what was heard from stakeholders during *Envision Midway* and complements the new Transit Community Zone to finalize the subarea plan for the Midway area that includes: improving development regulations; creating overlay zones around future and potential light rail station areas; developing informative but not overly restrictive design guidelines; capital improvement plans; and funding strategies.

The City received one comment letter on the City's Determination of Nonsignificance and public hearing notice from Doreen Harper (Attachment 5). Ms. Harper supported the mixed-use option, but expressed concerns about (1) the shading effect of higher buildings, (2) the possibility that additional traffic could be added to 16th Avenue South if access is allowed from the rezoned commercial property with potential safety impacts to Woodmont Elementary pedestrian children, (3) the potential transient nature of non-owned occupied mixed use housing, and (4) the importance of family-friendly commercial uses inasmuch as the W-C Zone is located amongst neighborhoods with families.

In response to concerns regarding the shading or shadowing effect of potentially taller buildings, the current zoning regulations for the Woodmont Commercial W-C- Zone apply the same staggered setback on upper floors as those required in the Transit Community T-C Zone, which allows even taller buildings abutting residential neighborhoods (up to 75 feet). In accordance with the dimensional standards in Section 18.127.060 (3) DMMC, building heights in the W-C Zone are currently limited adjacent to single-family zoned property as follows:

- Every lot shall have a rear yard setback of not less than 20 feet when abutting single-family zoned properties.
- Within 40 feet of the abutting Single-Family Residential Zone, maximum building height shall be 45 feet.
- During the design review and environmental review, the City Manager or the City Manager's designee may impose other conditions of approval in order to mitigate potential height, bulk, and scale impacts upon adjacent single-family residents not sufficiently mitigated by existing regulations.

The intent of these setback and dimensional standards is to provide a buffering of taller buildings against adjacent residential properties. Given that these standards are consistent with the T-C Zone, staff is not recommending that these be changed with Draft Ordinance 16-027.

In response to concerns about additional traffic that could be added to 16th Avenue South, the revisions proposed by Draft Ordinance 16-027 are not tied to a specific development proposal and from an environmental impact perspective this is considered a non-project action. Potential impacts for a specific development, including but not limited to traffic, would be addressed when the City receives a development application. A proposed development would have to analyze potential traffic related impacts to the surrounding area, and propose mitigation as necessary. The traffic analysis would include South 268th Street, South 272nd Street, 16th Avenue South, and Pacific Highway South.

Regarding the transient nature of non-owner occupied mixed use buildings, the City does not impose any limits on mixed use buildings or apartments in any zone in the City. Any such restriction would significantly affect the market value and viability of such a mixed use development.

While the City has not yet received a development proposal for this site, the City is aware that there is a potential buyer (Michael Lai) of the Valley Cities Property, who has expressed interest in developing a mixed use project. The property owned by Valley Cities can be segmented into two properties; the larger portion of this property to the east that is zoned Woodmont Commercial, and a smaller residentially zoned property to the west that abuts 16th Avenue South. A map of the zoning can be seen in Attachment 6. It is important to point out that the Code revisions proposed by Draft Ordinance 16-027 only relate to the properties currently zoned Woodmont Commercial. Draft Ordinance 16-027 does not relate to or change the zoning of the single family zoned property to the west. If the property owners wanted to change the zoning of this single family zoned property to Woodmont Commercial, they would have to submit a site-specific rezone request to the City Council in accordance with Section 18.30.080 DMMC. At this time, no such site-specific rezone request has been received by the City.

On March 21, 2016, the City sent a copy of the Draft Ordinance to Valley Cities and the other property owners directly affected by the proposed revisions, along with the potential buyer (Michael Lai) of the Valley Cities property. On March 28, 2016 Michael Lai responded with comments on the Draft Ordinance (Attachment 7). In summary, Mr. Lai is seeking building heights up to 70 feet to allow more flexibility in "5 over 2" construction methods, and more flexibility on how the commercial and retail component of mixed use projects is calculated and applied if constructed as part of a multi-building project. In essence Mr. Lai would like the flexibility to have more retail and commercial space fronting Pacific Highway South, and be allowed to have residential only buildings throughout the remainder of the property.

Alternatives

The City Council may:

1. Enact the proposed Draft Ordinance 16-027 as written.

2. Enact Draft Ordinance 16-027 with amendments.

3. Pass enactment of Draft Ordinance No. 16-027 to a second reading.

4. Decline to enact Draft Ordinance 16-027.

Financial Impact
Mixed use development and taller buildings are expected to increase the assessed value of these properties, and the City's property and B&O taxes.

Recommendation or Conclusion
Administration and staff recommend enactment of Draft Ordinance 16-027.

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Attachment #1

CITY ATTORNEY'S FIRST DRAFT 5/12/2016

DRAFT ORDINANCE NO. 16-027

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to the City's Zoning Code and development regulations for the W-C Woodmont Commercial Zone amending DMMC 18.52.010B, 18.127.030, 18.127.060, 18.127.070, and 18.210.090.

WHEREAS, in 2008 the cities of Des Moines and Kent initiated *Envision Midway,* a joint planning effort for the Midway-Woodmont area from Kent-Des Moines Road to South 272nd Street, and

WHEREAS, in 2009, Des Moines adopted Comprehensive Plan Land Use Element Strategy LU 4.1.2 that directs the City to encourage mixed-use, pedestrian, and transit-oriented development along major transit corridors and near transit nodes to enable residents to be physically active through daily activity, such as walking to school, work, and shopping, and LU 3.2.1 to prepare a subarea plan/s, prepare zoning amendments and prepare design guidelines for the light rail station areas to be located within the South Des Moines and Woodmont Neighborhoods, considering the joint planning with the City of Kent on the Midway area, and

WHEREAS, Transportation Element Strategies TR 4.1.10 directs the City to work with Sound Transit on station area planning for the Midway and South 272nd Street stations, and TR 4.1.11 directs the City to coordinate with the City of Kent for the Midway subarea, and

WHEREAS, Parks, Recreation and Open Space Economic Development Strategy 6-03-07 (4) encourages the City to make pedestrian-friendly improvements to downtown, Pacific Ridge, Midway, East Woodmont and Redondo for all citizens regardless of ability. Enhance business district rights-of-way with enhanced landscaping, way finding directional signs, and pedestrian pathways and areas in a manner that encourages pedestrian interaction between neighborhoods, recreation facilities, schools, business areas, waterfront parks, and the Marina and transportation links , and

WHEREAS, the City of Kent completed their planning work and updated their development regulations for this area in 2011, and

WHEREAS, on January 9, 2014, the City Council directed City staff to evaluate existing land use and zoning along the Pacific Highway South corridor and identify opportunities to create more appropriate development regulations under the direction of the Finance and Economic Development Committee, and

WHEREAS, on June 26, 2014, the City Council enacted Ordinance No. 1601 thereby establishing new Transit Community Zone development regulations for that portion of the corridor between Kent-Des Moines Road and South 252nd Street, and

WHEREAS, the City Council supports commercial and higher density redevelopment along Pacific Highway South in the area between South 252nd Street and South 272nd Street to complement the new Transit Community Zone created by Ordinance No. 1601, and

WHEREAS, on March 12, 2015, the City Council enacted Ordinance No. 1618-A establishing development regulations for the Woodmont Commercial Zone for that portion of the corridor between South 252nd Street and South 272nd Street, and

WHEREAS, the current Woodmont Commercial zoning along Pacific Highway South was designed to capitalize on the 33,000 cars per day which use Pacific Highway South, but does not capitalize on transit oriented development opportunities related to the extension of Link Light Rail and Station to be located in the South 272nd Street vicinity in the near future, and

WHEREAS, the City Council directed City staff to prepare an Ordinance for its consideration which would increase density and allow for mixed use developments for the portion of the Woodmont Commercial zone south of South 268th Street, 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 DMMC 16.05.04 pursuant to WAC 197-11-600 and DMMC 16.05.280, and

WHEREAS, pursuant to DMMC 18.20.080A, amendment of the Zoning Code (Title 18 DMMC) is a legislative (Type VI) land use decision, and

WHEREAS, pursuant to DMMC 18.20.210 amendments to the Zoning Code (Title 18 DMMC) require the City Council to conduct a public hearing to receive public comment regarding this proposal, and

WHEREAS, 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

WHEREAS, the City Council set the date for the public hearing by Resolution No. 1328, fixing the public hearing for May 26, 2016 as required, 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 April 26, 2016 in accordance with the DMMC, and

WHEREAS, a public hearing was held on May 26, 2016 where all persons wishing to be heard were heard, and

WHEREAS, the City Council finds that the amendments contained in Draft Ordinance 16-027 are appropriate and necessary; now therefore,

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

SEC. 1. DMMC 18.127.030 Purpose, and section 3 of Ordinance No. 1618-A are amended to read as follows:

The W-C Commercial Zone is primarily intended to enhance, promote and maintain commercial business areas, and to ensure land use compatibility among businesses in terms of permitted uses, building height, bulk, and scale; to provide a commercial area that reflects its commercial-oriented function; to serve the general public; and to ensure that development occurs consistent with the goals, policies, and implementation strategies of the City of Des Moines Comprehensive Plan. South of South 268th Street, the zone allows for a more intense and efficient use of land at increased densities for the mutual support of public investments and private development, while acknowledging the existing businesses along the State Route 99 corridor that serve a broader, regional clientele. Uses and development are regulated to create a moderately dense built-up environment, oriented to pedestrians, and ensuring a density and intensity that is transit supportive.

SEC. 2. DMMC 18.127.060 Dimensional standards, and section 6 of Ordinance No. 1618-A are amended to read as follows:

(1) ~~Height.~~ Maximum building height. Buildings and structures may be built to ~~is~~ 55 feet, except that buildings and structures south of South 268th Street may be built to 65 feet.

(2) Minimum Building Height. Except for buildings containing only a full-service restaurant, and other instances specifically authorized by the City Manager or the City Manager's designee in writing, no building shall be less than the height specified below:

(a) No minimum building height for commercial projects, and 55 feet for residential or mixed use projects.

(b) For the purposes of this subsection, minimum building height shall not include decorative towers or appurtenances, roof slopes out of character with the building's architecture, or other contrivances provided solely for achievement of the required minimum building height. In calculating minimum building height, the City Manager or the City Manager's designee shall include regular architectural features enclosing functional, occupiable building areas.

(3) Building Height Limitation Adjacent to Single-Family. When an abutting property is zoned Single-Family Residential, building height shall be limited as follows:

(a) Every lot shall have a rear yard setback of not less than 20 feet when abutting single-family zoned properties, except as otherwise permitted in subsection (7) of this section.

(b) Within 40 feet of the abutting Single-Family Residential Zone, maximum building height shall be 45 feet.

(c) During the design review and environmental review, the City Manager or the City Manager's designee may impose other conditions of approval in order to mitigate potential height, bulk, and scale impacts upon adjacent

single-family residents not sufficiently mitigated by existing regulations.

(4) Front Yard. No front yard setback is required.

(5) Side Yard. Every lot shall have a side yard of not less than 20 feet when abutting single-family zoned properties, except as otherwise permitted in subsection (7) of this section.

(6) Rear Yard. Every lot shall have a rear yard of not less than 20 feet when abutting single-family zoned properties, except as otherwise permitted in subsection (7) of this section.

(7) Adjustment of Required Yards. The required rear or side yard area shall be reduced to a minimum of five feet; provided, that:

(a) A development site or potential project area is planned or may be planned for multiple buildings together as one development or in different development phases either under common ownership or separate ownership; and

(b) Buildings on a site or potential project area are served by a private, joint-use access or street which separates the rear yard area of one development site or project area from another development site or project area; and

(c) A physical separation of not less than 30 feet is provided between buildings which shall include the space or distance located within any such shared, joint-use

access or street together with the yard areas adjoining and abutting buildings and said shared streets.

(8) Underground structures are permitted in all required setback areas.

(9) Height Allowance for Enhanced Design of Distinctive Rooflines. A portion of a building may exceed the maximum building height; provided, that the following provisions are met:

(a) The purpose of the additional height for the building is to provide a roofline that is of distinctive form through the use of design elements such as pitched roofs, sloped roofs, vertical offsets or other similar roof features that achieve the goals of the design guidelines in DMMC 18.136.070.

(b) The maximum building height established in subsections (1) and (3) of this section shall only be increased by a maximum of 10 percent.

(c) Architectural features associated with the distinctive roofline shall be used to emphasize significant architectural elements of the building such as the main entrance of the building or the building's orientation to a corner, or to provide for pitched or sloped roofs for the building.

(d) Height allowed for distinctive rooflines under this section shall not be used to determine the building height for the purposes of establishing the maximum gross floor area under DMMC 18.136.070(3).

(e) The building area or amount of building structure extending above the maximum height established in subsection (3) of this section shall be limited to 30 percent of the building roof deck area. When multiple building rooflines

exist at different building levels or stories, the 30 percent requirement shall only apply to the area of the roof deck of the tallest portion of a building.

SEC. 3. DMMC 18.127.070 General building design requirements, and section 7 of Ordinance No. 1618-A are amended to read as follows:

Development within the W-C Zone shall conform to the following building design requirements:

(1) General Design Guidelines.

(a) Building design shall be compatible with the site and with adjoining buildings. Building modulation and other design techniques to add architectural interest and minimize building mass shall be used. Variety in detail, form, and siting shall be used to provide visual interest.

(b) Building components such as windows, doors, eaves, and parapets shall be in proportion to each other.

(c) Colors shall be harmonious, with intense colors used only for accent.

(d) Mechanical equipment shall be integrated into building design or screened from on-site and off-site views.

(e) Exterior lighting fixtures and standards shall be part of the architectural concept and harmonious with building design.

(2) Development within the W-C Zone shall conform to the design review requirements established in DMMC 18.235.100.

(3) Maximum Gross Floor Area.

(a) The maximum gross floor area for buildings within the Woodmont Commercial Zone shall be determined by multiplying the lot area of the site by the floor area ratio (FAR) number established in the following table:

Building Height	W-C FAR
35 Feet or Less	2.8
35 - ~~50~~60	~~3.5~~4.0
~~50~~60 - ~~55~~65	~~4~~4.5

(b) Gross floor area shall include the total square footage of the enclosed building as further defined in DMMC 18.01.050.

SEC. 4. DMMC 18.52.010B Commercial use chart, and section 133 of Ordinance 1591, section 12 of Ordinance 1601, section 8 of Ordinance No. 1618-A, and section 2 of ordinance 1644 are amended to read as follows:

TABLE 18.52.010B

COMMERCIAL ZONE PRIMARY USES

Use is: P: Permitted P/L: Permitted, but with special limitations CUP: Conditional use review required UUP: Unclassified use review required	N-C	I-C	B-P	C-C	D-C	H-C	PR-C	T-C	W-C
Accessory buildings and uses (as described in the applicable zone)	P	P	P	P	P	P	P	P	P
Admin, support services	P/L[3]		P	P/L[16]	P/L[22]		P	P	P
Adult family homes				P	P		P	P	P
Adult entertainment facilities							P/L[46] [78]		
Adult theaters						P/L[35]	P/L[46] [78]		
Amusement and recreational services				P/L[16]	P/L[22]				P/L[68]
Amusement parks	CUP	CUP	CUP	CUP		CUP	CUP	CUP	CUP
Animal or veterinary services			P	P	P	P	P	P	P
Antenna system (one)	P/L[6]								
Animal grooming	P/L[3]		P	P	P		P	P	P
Antenna systems (not accessory)	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP
Apparel and accessories stores	P/L[1]		P	P	P	P	P	P	P
Arrangement of passenger transportation	P/L[3]			P	P		P	P	P
Art galleries	P			P	P		P	P	P
Art, glassware manufacturing			P	P	P				P
Art, ornamental ware				P	P				P
Arts, entertainment, and recreation facilities				P/L[16]	P/L[22]		P	P	P
Auction houses or stores				P	P	P/L[41]	P		P

Use is: P: Permitted P/L: Permitted, but with special limitations CUP: Conditional use review required UUP: Unclassified use review required	**N-C**	**I-C**	**B-P**	**C-C**	**D-C**	**H-C**	**PR-C**	**T-C**	**W-C**
Automobile, body, paint, interior and/or glass repair				P/L[18]	P/L[25]		P/L[48]		P/L[70]
Automobile, detail shop				P/L[18]	P/L[25]		P/L[48]		P/L[70]
Automobile, maintenance and repair				P/L[18]	P/L[25]	P	P/L[48]		P/L[70]
Automobile, parking	P/L[5]		P	P/L[16] [20]	P/L[22]	P	P	P/L[54]	P/L[72]
Automobile, sales						P	P/L[43]		
Automobile, service stations				P/L[18]	P/L[25]	P/L[36]	P/L[48]		P/L[70]
Automobile, trailer sales						P	P		
Automotive equipment, rental and leasing				P	P	P	P	P/L[53]	P
Bakeries, manufacturing and retail sales	P/L[1]		P			P		P/L[55]	P/L[73]
Ballparks	CUP	CUP	CUP	CUP	CUP	CUP	CUP		CUP
Banks				P	P		P	P	P
Barber, beauty and hairstyling shops	P/L[3]			P	P		P	P	P
Bed and breakfast facilities				P	P		P	P	P
Boats, building and repairing (less than 48 feet)						P	P		
Boats, repair/sale						P	P		
Boat moorage	P/L[3]					P/L[42]			
Botanical and zoological gardens				P	P		P		P
Bookbinding			P			P		P	P
Booster stations	UUP	UUP	UUP	UUP		UUP	UUP	UUP	UUP
Boxing and wrestling arenas	CUP	CUP	CUP	CUP		CUP	CUP	CUP	CUP
Building materials and garden equipment supply	P/L[1]		P	P	P	P/L[28]	P		P

Use is: P: Permitted P/L: Permitted, but with special limitations CUP: Conditional use review required UUP: Unclassified use review required	**N-C**	**I-C**	**B-P**	**C-C**	**D-C**	**H-C**	**PR-C**	**T-C**	**W-C**
Car washes				P/L[18]	P/L[25]	P			P/L[70]
Carpentry and cabinet shops	P/L[1] [2]		P	P	P	P	P		P
Casino hotels and motels				P	P		P	P	P
Cemeteries	CUP	CUP	CUP	CUP		CUP	CUP		CUP
Ceramics, manufacture						P/L[29]			
Columbariums, crematories, mausoleums with permitted cemeteries	CUP	CUP	CUP	CUP		CUP	CUP		CUP
Commercial and industrial machinery and equipment, rental and leasing			P			P	P		
Community care facilities				P	P		P	P	P/L[74]
Community gardens				P	P				P
Community housing services				P/L[80]	P/L[80]				P/L[80]
Confectionery, manufacture			P			P		P/L[56]	P/L[73]
Contractors, general	P/L[3]		P/L[14]			P	P	P	P
Convention facilities			P	P	P	P		P	P
Correctional institutions			P						
Couriers and messengers	P/L[3]		P				P	P	P
Data processing, business and record storage	P/L[3]		P	P	P	P	P	P	P
Day care centers and mini-day care providers	CUP	CUP	CUP	CUP	CUP		CUP	CUP	CUP
Death care services	P/L[3]		P	P	P	P/L[42]	P		P
Distribution centers, home deliveries			P			P			

Use is: P: Permitted P/L: Permitted, but with special limitations CUP: Conditional use review required UUP: Unclassified use review required	**N-C**	**I-C**	**B-P**	**C-C**	**D-C**	**H-C**	**PR-C**	**T-C**	**W-C**
Drive-in or drive-through facilities	P			P/L[18]	P/L[25]		P		P/L[70]
Dry cleaning and laundering services	P/L[3]		P	P	P	P	P	P	P
Educational services		P	P/L[7]	P	P/L[27]	P/L[37]	P	P	P
Electric power generation, biomass			P/L[12]						
Electrical appliances and supplies, retail sales, wholesale trade and repairs						P			
Equipment rental and leasing			P	P/L[16]	P/L[22]	P	P		P/L[68]
Fairgrounds and rodeos	CUP	CUP	CUP	CUP		CUP	CUP		CUP
Family day care providers					P/L[80]		P/L[80]	P/L[80]	P/L[80]
Financial and insurance services			P	P	P		P	P	P
Fish hatcheries and preserves					P				
Fix-it shops			P	P	P	P	P		P
Food, frozen or cold storage lockers			P	P	P	P			P
Food stores	P/L[1]		P	P	P		P	P	P
Footwear and leather goods repair	P		P	P	P	P	P	P	P
Foreign trade			P/L[13]						
Fraternal organizations/societies		P	P/L[7]	P	P		P	P	P
Fuel dealers, other							P		
Furniture, home furnishings and equipment, sales	P/L[1] [2]		P	P	P	P	P	P	P
Furniture, repair	P/L[2] [3]		P	P	P	P	P	P	P

Use is: **P: Permitted** **P/L: Permitted, but with special limitations** **CUP: Conditional use review required** **UUP: Unclassified use review required**	**N-C**	**I-C**	**B-P**	**C-C**	**D-C**	**H-C**	**PR-C**	**T-C**	**W-C**
Gambling, amusement, and recreation industries			P/L[7]	P/L[16]	P/L[22]		P	P	P
Garages, public						P/L[30]			
General merchandise stores	P/L[1]		P/L[9]	P/L[15]	P/L[21]		P	P	P
Glass, edging, beveling, silvering			P			P/L[31]			
Glass, stained glass studios	P					P			
Golf courses, with accessory driving ranges, clubhouses and pitch and putt				P	P	CUP	P		P
Golf driving ranges	CUP	CUP	CUP	CUP		CUP	CUP		CUP
Hardware store	P/L[1]		P	P		P	P	P	P
Health care and social services			P/L[81]	P/L[81]	P		P/L[81]	P/L[81]	P/L[74] [81]
Heating oil dealers							P		
Horticultural and landscaping services			P	P	P				P
Horticultural nurseries	UUP	UUP	UUP	UUP		P	UUP		UUP
Hospitals (except mental and alcoholic)				P	P	P	P	P	P
Hospitals (mental and alcoholic)	CUP	CUP	CUP	CUP		CUP	CUP	CUP	P/L[74]
Hotels				P	P	P/L[40]	P/L[47]	P	P
Information establishments						P	P	P	P
Internet service providers			P				P	P	P
Job printing, newspapers, lithography, and publishing						P		P	
Kennels, commercial			P	P	P		P	P/L[57]	P

Use is: P: Permitted P/L: Permitted, but with special limitations CUP: Conditional use review required UUP: Unclassified use review required	**N-C**	**I-C**	**B-P**	**C-C**	**D-C**	**H-C**	**PR-C**	**T-C**	**W-C**
Labor camps (transient)	CUP	CUP	CUP	CUP		CUP	CUP		CUP
Laboratories			P	P	P	CUP	P	P	P
Laboratories (incl. medical, dental, or photographic)			P/L	P	P	P	P	P	P
Laundry, industrial			P				P		
Legal services	P/L[3]		P	P	P	P	P	P	P
Libraries (public)	P			P	P		P	P	P
Light manufacturing, fabrication, and assembly			P/L[8]						
Limousine/taxi service							P		
Machine shop			P			P/L[32]			
Management of companies and enterprises	P/L[3]		P	P	P		P	P	P
Manufactured home sales							P		
Marijuana producer/processor, recreational			P/L[79]	P/L[79]		P/L[79]		P/L[79]	P/L[79]
Marijuana retailer, recreational				P/L[79]		P/L[79]		P/L[79]	P/L[79]
Marinas					P/L[24]				
Mixed use	UUP	UUP	UUP	UUP	P/L[26]	UUP	P/L[50]	P/L[58]	P/L[58]
Motels				P	P	P/L[40]	P/L[47]		P
Motion picture services	P/L[3]			P	P		P	P	P
Museums	P		P/L[7]	P	P		P	P	P
Nursing homes (PR-R-Nursing care facility; IC-Nursing and residential care facility)				P	P		P		
Offices, business and professional	P/L[3]		P		P/L[26]	P	P	P	P
Open air theaters	CUP	CUP	CUP	CUP		CUP	CUP		CUP
Parcel service delivery	P/L[3]		P			P	P/L[51]		

Use is: P: Permitted P/L: Permitted, but with special limitations CUP: Conditional use review required UUP: Unclassified use review required	N-C	I-C	B-P	C-C	D-C	H-C	PR-C	T-C	W-C
Parole or probation offices			P	P	P		P		P
Pawnshop			P	P	P	P	P		P
Personal and business services	P/L[3]		P/L[7]	P/L[16]	P/L[22]		P	P	P/L[60]
Pet boarding			P	P	P		P	P/L[59]	P
Pet shop	P/L[1]			P	P	P/L[33]	P	P	P
Photocopying and duplicating services	P/L[1] [3]		P	P	P		P	P	P
Photo finishing	P/L[1]		P	P	P	P	P	P	P
Planned unit development	P								
Postal service	P		P	P	P		P		P
Professional, scientific, technical services	P/L[3]		P	P	P		P	P	P
Professional offices, medical, dental	P/L[3]		P	P	P		P	P	P
Public administration facilities	P		P	P/L[17]	P/L[23]		P/L[49]	P/L[60]	P/L[69]
Public facilities	P		P/L[10]	P	P		P	P	P
Public utility facilities	P/L[4]		P/L[10]		P	P/L[34]	P/L[52]	P/L[61]	
Publishing, telecommunications, Internet service providers, data processing services	P/L[3]		P	P	P	P	P	P	P
Race tracks, drag strips, motorcycles hills and Go-Kart tracks	CUP	CUP	CUP	CUP		CUP	CUP		CUP
Real estate renting and leasing	P/L[3]		P	P	P	P	P	P	P
Recreational facilities - commercial	CUP	CUP	CUP	CUP	CUP	P	CUP		CUP

Use is: P: Permitted P/L: Permitted, but with special limitations CUP: Conditional use review required UUP: Unclassified use review required	N-C	I-C	B-P	C-C	D-C	H-C	PR-C	T-C	W-C
Recreational vehicles, sales and storage						P	P		
Religious grant writing, civic and professional organizations	P/L[3]	P	P/L[7]	P	P	P	P	P	P
Repair services	P/L[2] [3]		P/L[7]	P/L[16] [18]	P/L[22] [25]		P		P/L[68] [70]
Repossession services	P/L[3]		P	P	P				P
Restaurants	P		P/L[9]	P	P	P	P	P	P
Retail services and trade	P/L[1]		P/L[7]	P/L[15] [19]	P/L[21]	P	P/L[43]	P	P/L[67]
Retirement housing		P		P	P		P	P	
Reupholster	P		P	P/L[19]	P	P	P	P	P/L[71]
Saws and filing shops			P			P			
Sewage treatment plants	UUP	UUP	UUP	UUP		UUP	UUP		UUP
Signs, manufacturing						P			
Self-storage/mini-warehouse leasing			P				P/L[44]	P/L[62]	
Services to buildings and dwellings	P/L[3]		P	P	P		P		P
Services, miscellaneous	P/L[3]		P/L[7]	P/L[16] [18]	P/L[22]		P/L[45] [48]	P/L[63]	P/L[68] [70]
Spectator sports	CUP		CUP	P	P		P		P
Stadiums	CUP	CUP	CUP	CUP		CUP	CUP		CUP
Supermarkets	P/L[1]		P	P	P		P	P	P
Taverns and cocktail lounges	P/L[1]		P	P	P	P/L[30]	P	P/L[64]	P/L[75]
Telecommunication facilities	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP
Telephone exchanges						P			
Tire sales and service	P/L[3]						P		
Theaters				P	P	P	P	P/L[65]	P/L[76]
Towing operations						UUP			

Use is: P: Permitted P/L: Permitted, but with special limitations CUP: Conditional use review required UUP: Unclassified use review required	N-C	I-C	B-P	C-C	D-C	H-C	PR-C	T-C	W-C
Transportation and wholesale trade			P/L[11]						
Water transportation					CUP				
Welding repair	P/L[2] [3] [82]		P	P/L[16] [82]	P/L[82]	P	P		P/L[68] [82]
Wholesale business			P			P		P/L[66]	P/L[77]
Wholesale trade and distribution of groceries				CUP					CUP

....

58. Mixed Use. This regulation applies to all parts of Table 18.52.010B that have a [58].

Mixed use development shall conform to the following limitations and standards in the T-C and W-C Zones:

(a) Mixed use structures within the W-C Zone shall only be permitted south of South 268th Street.

(ab) Mixed use structures shall contain area for retail trade or personal and business services at street level as follows:

(i) Pedestrian access from the public sidewalk to the retail trade or personal and business services shall be provided;

(ii) A minimum of 60 percent of the street level floor area shall be occupied by retail trade or personal and business services;

(iii) A minimum of 75 percent of the street level building frontage adjacent to public right(s)-of-way shall contain floor area for retail trade or personal and business services uses; and

(iv) Building space allocated for retail trade or personal and business service uses at the street level shall have a minimum

gross interior depth dimension of 55 feet measured perpendicular to the property line abutting the public street(s) serving the site.

(~~b~~c) The City Manager or the City Manager's designee is authorized to consider and approve up to a 20 percent reduction of the bulk requirements specified in subsection (58)(~~a~~b) of this section when a development proposal incorporates on-site parking substantially at street floor level for retail trade or personal and business service uses and the City Manager or designee determines that the proposed reduction(s) does not compromise, interrupt, or interfere with the desired functionality of the building or the continuity of City pedestrian-oriented design goals in the general area and pedestrian access to the site from the public sidewalk or right-of-way.

(~~e~~d) Mixed use developments shall comply with all the requirements of chapter 18.155 DMMC, except for private recreational requirements established by DMMC 18.155.020(2).

(~~d~~e) A detached structure that contains residential uses and does not meet the requirements for mixed use structures is prohibited.

....

Sec. 5. DMMC 18.210.090(17), and subsections 513(17) of Ordinance No. 1591, as amended by section 16 of Ordinance No. 1601, as amended by section 12 of Ordinance 1618-A are each amended to read as follows:

18.210.090. Required number of off-street parking spaces. The minimum number of off-street parking spaces required of each use shall be provided as follows:

....

(17) Retail, Other.

(a) C-C Zone: one parking space per 300 square feet of gross floor area.

(b) D-C and PR Zones: one parking space per 350 square feet of gross floor area.

(c) H-C Zone: one parking space per 250 square feet of gross floor area, except there are a minimum of six spaces.

(d) T-C Zone: one parking space per 400 square feet of gross floor area, except there shall be a minimum of six spaces.

(e) W-C Zone:

(i) For properties north of South 268th Street, one parking space per 250 square feet of gross floor area.

(ii) For properties south of South 268th Street, one parking space per 300 square feet of gross floor area, except there shall be a minimum of six spaces.

….

SEC. 6. 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. 7. Effective date. This ordinance shall take effect and be in full force five (5) days after its final passage by the Des Moines City Council in accordance with law.

PASSED BY the City Council of the City of Des Moines 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

Published: _____

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Attachment #2

Chapter 18.127
W-C WOODMONT COMMERCIAL ZONE

Sections

18.127.010 Title.
18.127.020 Application.
18.127.030 Purpose.
18.127.040 Authority.
18.127.050 Environmental performance standards and general limitations.
18.127.060 Dimensional standards.
18.127.070 General building design requirements.

18.127.010 Title.

This chapter shall be entitled "W-C Woodmont Commercial Zone." [Ord. 1618-A § 1, 2015.]

18.127.020 Application.

This chapter shall apply to all areas zoned W-C Woodmont Commercial. [Ord. 1618-A § 2, 2015.]

18.127.030 Purpose.

The W-C Commercial Zone is intended to enhance, promote and maintain commercial business areas, and to ensure land use compatibility among businesses in terms of permitted uses, building height, bulk, and scale; to provide a commercial area that reflects its commercial-oriented function; to serve the general public; and to ensure that development occurs consistent with the goals, policies, and implementation strategies of the City of Des Moines Comprehensive Plan. [Ord. 1618-A § 3, 2015.]

18.127.040 Authority.

This chapter is adopted pursuant to the provisions of chapters 35.63, 35A.63 and 36.70A RCW and other applicable laws. [Ord. 1618-A § 4, 2015.]

18.127.050 Environmental performance standards and general limitations.

(1) Every use permitted within the W-C Zone pursuant to this chapter shall conform to the following general limitations and standards:

(a) As provided by chapter 9.64 DMMC, no use, activity, or equipment shall be permitted that creates a nuisance or is offensive, objectionable, or hazardous by reason of creation of odors, noise, sound, vibrations, dust, dirt, smoke, or other pollutants, noxious, toxic, or corrosive fumes or gases, radiation, explosion or fire hazard, or by reason of the generation, disposal, or storage of hazardous or dangerous wastes or materials in a manner(s) inconsistent with Title 70 RCW as presently constituted or as may be subsequently amended;

(b) Accessory uses are permitted that are customarily appurtenant or incidental to the principally permitted uses;

(c) Landscaping and fencing are required in accordance with chapter 18.195 DMMC;

(d) All uses shall be primarily contained within an enclosed structure except the following:

(i) Outdoor seating and dining;

(ii) Signs;

(iii) Off-street parking, drive-through facilities, and loading areas;

(iv) Motor vehicle fuel pumps;

(v) Display of merchandise sold on-site;

(vi) Play/recreation areas; and

(vii) Miscellaneous storage when limited to 25 percent of the site area and when perimeter landscaping and fencing is provided;

(e) In reviewing a proposed permitted use, the Planning, Building and Public Works Director may waive or include minimal conditions as may be reasonably needed to ensure that the use is consistent with the purpose of the W-C Zone, and to minimize the likelihood of adverse impacts. [Ord. 1618-A § 5, 2015.]

18.127.060 Dimensional standards.

(1) Height. Maximum building height is 55 feet.

(2) Minimum Building Height. Except for buildings containing only a full-service restaurant, and other instances specifically authorized by the City Manager or the City Manager's designee in writing, no building shall be less than the height specified below:

(a) No minimum building height for commercial projects.

(b) For the purposes of this subsection, minimum building height shall not include decorative towers or appurtenances, roof slopes out of character with the building's architecture, or other contrivances provided solely for achievement of the required minimum building height. In calculating minimum building height, the City Manager or the City Manager's designee shall include regular architectural features enclosing functional, occupiable building areas.

(3) Building Height Limitation Adjacent to Single-Family. When an abutting property is zoned Single-Family Residential, building height shall be limited as follows:

(a) Every lot shall have a rear yard setback of not less than 20 feet when abutting single-family zoned properties, except as otherwise permitted in subsection (7) of this section.

(b) Within 40 feet of the abutting Single-Family Residential Zone, maximum building height shall be 45 feet.

(c) During the design review and environmental review, the City Manager or the City Manager's designee may impose other conditions of approval in order to mitigate potential height, bulk, and

scale impacts upon adjacent single-family residents not sufficiently mitigated by existing regulations.

(4) Front Yard. No front yard setback is required.

(5) Side Yard. Every lot shall have a side yard of not less than 20 feet when abutting single-family zoned properties, except as otherwise permitted in subsection (7) of this section.

(6) Rear Yard. Every lot shall have a rear yard of not less than 20 feet when abutting single-family zoned properties, except as otherwise permitted in subsection (7) of this section.

(7) Adjustment of Required Yards. The required rear or side yard area shall be reduced to a minimum of five feet; provided, that:

(a) A development site or potential project area is planned or may be planned for multiple buildings together as one development or in different development phases either under common ownership or separate ownership; and

(b) Buildings on a site or potential project area are served by a private, joint-use access or street which separates the rear yard area of one development site or project area from another development site or project area; and

(c) A physical separation of not less than 30 feet is provided between buildings which shall include the space or distance located within any such shared, joint-use access or street together with the yard areas adjoining and abutting buildings and said shared streets.

(8) Underground structures are permitted in all required setback areas. [Ord. 1618-A § 6, 2015.]

18.127.070 General building design requirements.

Development within the W-C Zone shall conform to the following building design requirements:

(1) General Design Guidelines.

(a) Building design shall be compatible with the site and with adjoining buildings. Building modulation and other design techniques to add architectural interest and minimize building mass shall be used. Variety in detail, form, and siting shall be used to provide visual interest.

(b) Building components such as windows, doors, eaves, and parapets shall be in proportion to each other.

(c) Colors shall be harmonious, with intense colors used only for accent.

(d) Mechanical equipment shall be integrated into building design or screened from on-site and off-site views.

(e) Exterior lighting fixtures and standards shall be part of the architectural concept and harmonious with building design.

(2) Development within the W-C Zone shall conform to the design review requirements established in DMMC 18.235.100.

(3) Maximum Gross Floor Area.

(a) The maximum gross floor area for buildings within the Woodmont Commercial Zone shall be determined by multiplying the lot area of the site by the floor area ratio (FAR) number established in the following table:

Building Height	W-C FAR
35 Feet or Less	2.8
35 – 50	3.5
50 – 55	4

(b) Gross floor area shall include the total square footage of the enclosed building as further defined in DMMC 18.01.050. [Ord. 1618-A § 7, 2015.]

The Des Moines Municipal Code is current through Ordinance 1636, passed November 19, 2015.
Disclaimer: The City Clerk's Office has the official version of the Des Moines Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

Attachment #3

FOR IMMEDIATE RELEASE: February 19, 2016

FOR MORE INFORMATION CONTACT:
Lind Simonsen – Office 206.408.5189
Cell 253.335.3843

Valley Cities investigates sale of Woodmont Recovery Center site in Des Moines

Ken Taylor, CEO of Valley Cities - Behavioral Health Care, signed an agreement on Thursday, February 18, with a potential buyer of the Woodmont property to enter into a 45-day period to complete a feasibility study and property value appraisal. Also signing the agreement was Michael Lai, CEO and Investing Partner of ML Companies, INC of USASIA Pacific EB5 Investment and SML Seattle Modern Living, LLC. The Valley Cities Board of Directors has agreed to divest of the property if a viable offer is received.

Valley Cities has an agreement with the city of Des Moines through the end of March to identify potential uses for the Woodmont property and explore all options for relocating the services that had been planned there. Conversations about potential sale of the property are part of that mix. Original plans for the 7.9 acres Woodmont Recovery Center in Des Moines on Pacific Highway near 272nd Street included administrative office space for Valley Cities, an outpatient behavioral and physical healthcare clinic, an evaluation and treatment facility, a secure detoxification unit, and a recovery café.

"We have successfully found sites in Kent and Seattle to house inpatient mental health care, substance abuse detoxification, and treatment and recovery services," said Ken Taylor. "Between those two facilities we will be adding more than 100 desperately-needed acute-care treatment beds."

Valley Cities is still searching for locations to house outpatient counseling services, administrative offices, and a recovery café. It is expected to take until the end of March to make any decisions about these locations and the sale of the Woodmont site.

About Valley Cities

Valley Cities, a nonprofit agency, has provided treatment services to residents of King County, primarily South King County, for over 50 years. Over 7,500 people were served in 2016. Services include licensed mental health counseling and chemical dependency treatment for people of all ages; domestic violence services; homeless outreach services and housing programs; family support programs; employment services, and specialized services for veterans and their families. Valley Cities operates offices in Auburn, Federal Way, Kent, Midway, Northgate, Rainier Beach, Renton, and soon in Enumclaw.

###

Photo caption: Valley Cities – Behavioral Health Care provides counseling and drug use recover services to over 7,500 people at seven locations in King County.

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Attachment #4

Valley Cities
Behavioral Health Care

Auburn
2704 'I' Street NE
Auburn, WA 98002

Federal Way
33301 1st Way South
Suite C-115
Federal Way, WA 98003

Kent
325 West Gowe St
Kent, WA 98032

Meridian Center for Health - Northgate
10521 Meridian Ave. N
Seattle, WA 98133

Midway at HealthPoint
26401 Pacific Hwy S.
Des Moines, WA 98198

Renton
221 Wells Ave. S.
Renton, WA 98057

Rainier Beach
8444 Rainier Ave South
Seattle, WA 98118

COMING SOON
Enumclaw
1335 Cole Street
Enumclaw, WA 98022

valleycities.org
253.833.7444

A United Way Agency Since 1967

March 10, 2016

Tony Piaseki
City Manager of Des Moines
21630 11th Ave South
Des Moines, WA 98198

Dear Mr. Tony Piaseki,

The purpose of this letter is to formally notify you that Valley Cities is withdrawing the Conditional Use Permit , LUA 2014-0038 and all associated permit applications, including the design review and the building permit, that are pending for the Woodmont Recovery Campus. We have decided not to pursue this project. I also request that the city refund all of the development and permit fees that Valley Cities has paid to date for this project.

In addition, it is our understanding that the city of Des Moines is considering adding allowed uses to the zoning regulations for properties zoned Woodmont Commercial south of south 268th street. As you know, Valley Cities recently announced that we have entered into a Purchase and Sale Agreement on our property in Des Moines (See Attached). We would like you to know that we fully support adding uses to the Woodmont Commercial zone, particularly mixed use, and encourage the City Council to approve such additions.

Sincerely,

Kenneth Taylor, CEO

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Attachment #5

Denise Lathrop

From:	Doreen Harper <crfancygirl@yahoo.com>
Sent:	Monday, May 09, 2016 4:08 PM
To:	Denise Lathrop
Cc:	CityCouncil
Subject:	LUA2016-0013 SEPA Checklist - Woodmont Commercial Zone Code Amendments

Response for Party of Record.

The Woodmont Commercial Zone located south of 268th street is being proposed for a re-zone to mixed use which would allow building height to increase and also affect traffic to the area. Although I support the mixed-use option for this area, there are a few concerns that should be considered in the decision making process.

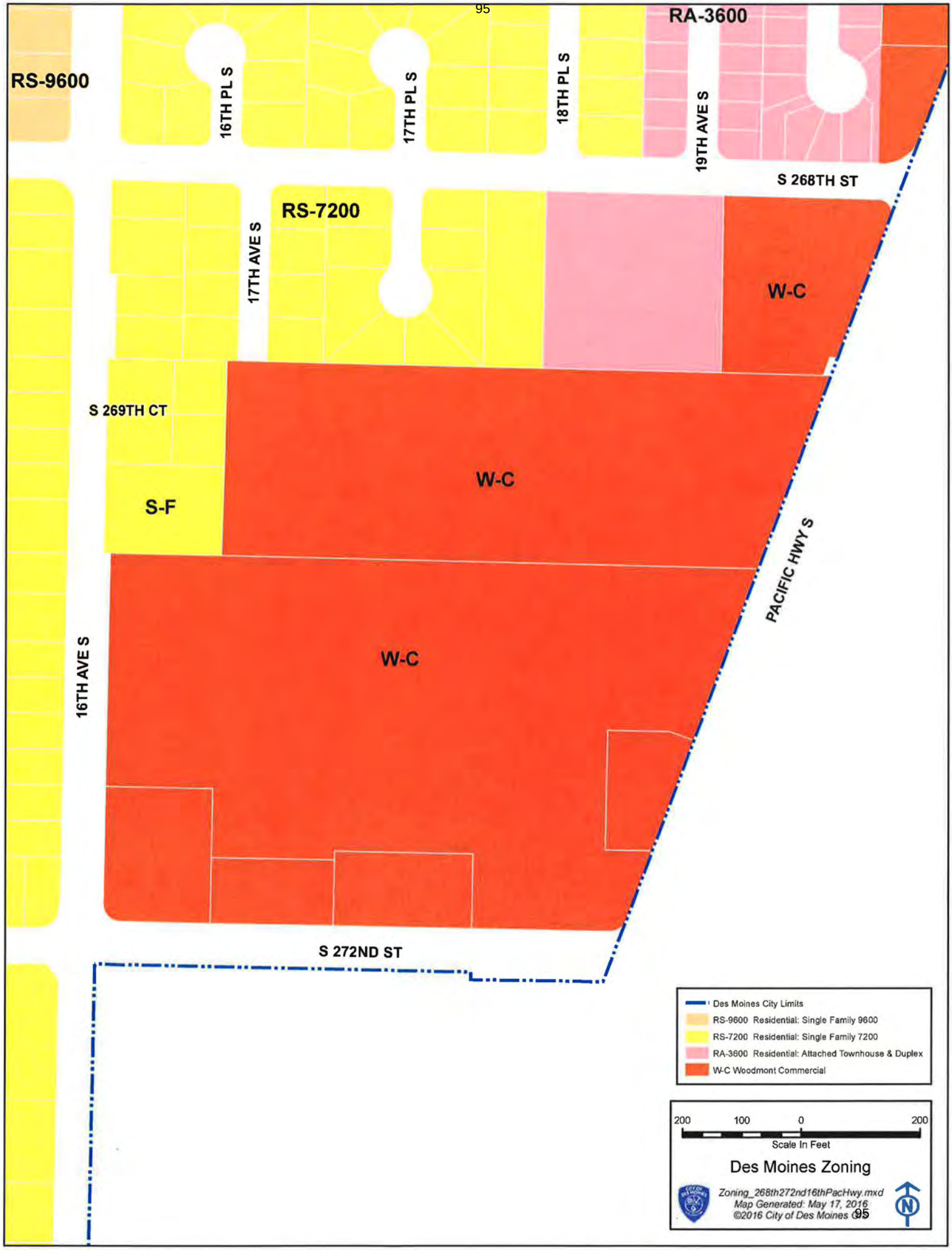
My concerns are for the impacts to the residents and neighbors to the north of the properties where their day light and sun could/would be limited because of the additional building height allowance. Their opinions and voices should be included in any preliminary and final building decision making process.

My other concern is the additional traffic that could be added to 16th Ave South if an easement (or access) is allowed to the commercial property via the residential one. The residential parcel located at 26852 16th Ave. South is within the WC Zone and is also under the same ownership as the the adjoining commercial property directly to the east. As we witnessed with the Woodmont Recovery Center proposal, the fact that this property's close proximity to an elementary school and public library was not factored into any decision-making process, I am formally requesting that child safety and welfare take priority in any re-zoning considerations along with the impacts of it. Any development considerations and decisions regarding the 16th ave access should be made common knowledge to the residents and property owners in the surrounding Woodmont area including the Federal Way Public Schools system, Woodmont Elementary and the Redondo Square business complex.

One additional concern regarding the 'Mixed Use' zoning, is apartment or multi-family housing as opposed to owner occupied. Federal Way (and parts of Des Moines) have multiple issues with crime, transient living situations and lack of pride in ownership in part, because of it's heavily weighted multi-family living focus. Areas of those cities have become a haven for gang and criminal activity. By limiting temporary housing in the WC Zone, people and businesses would be more inclined to invest in the Woodmont Neighborhood for living, working and playing. Encouraging ownership should emulate a sense of pride and ultimately result in people protecting their investments while making it safe for their families and businesses to reside. I would strongly encourage the City Council and the Planning Department to invest in our city by limiting the number of apartments (including low-income dwellings) and instead, focusing on predominantly owner occupied housing options such as town homes & condominiums as the primary options for the mixed use allowance. This is especially important when locating new builds near adjoining residential neighborhoods with schools nearby.

Furthermore, any and all commercial type businesses allowed in the mixed uses aspect of the new builds should be family-friendly and beneficial to the community in some way since the WC Zone is located amongst neighborhoods with families.

Doreen Harper
Woodmont Resident
26625 16th Ave. South
Des Moines, WA 98198


RS-9600
16TH PL S
17TH PL S
18TH PL S
RA-3600
19TH AVE S
S 268TH ST
RS-7200
17TH AVE S
W-C
S 269TH CT
S-F
W-C
PACIFIC HWY S
16TH AVE S
W-C
S 272ND ST
Des Moines City Limits
RS-9600 Residential: Single Family 9600
RS-7200 Residential: Single Family 7200
RA-3600 Residential: Attached Townhouse & Duplex
W-C Woodmont Commercial
200 100 0 200
Scale In Feet
Des Moines Zoning
Zoning_268th272nd16thPacHwy.mxd
Map Generated: May 17, 2016
©2016 City of Des Moines GIS

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Attachment #7

Dan Brewer

From: Tony Piasecki
Sent: Monday, May 16, 2016 2:08 PM
To: Dan Brewer
Subject: FW: Draft Ordinance for Zoning Code Text Amendment
Attachments: Draft Ordiance 16-027_Woodmont COmmercial Zone.docx

Dan,

Here is the email with comments on the Woodmont Commercial zone.

Tony Piasecki
Des Moines City Manager

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From: Michael Lai [mailto:michaellai@usasiapacific.com]
Sent: Monday, March 28, 2016 3:41 PM
To: Michael Matthias <MMatthias@desmoineswa.gov>; Tony Piasecki <TPiasecki@desmoineswa.gov>; Att January 2016 <Michaellai@usasiapacific.com>
Subject: Fwd: Draft Ordinance for Zoning Code Text Amendment

Michael,

After reviewed the Zoning Draft Ordinance.
Here are the comment from our development team.

Page 4

DMMC 18.127.060 Building and structures, south of 268th street may be built to 65'…

REVISION: replace 65' with 70' to allow flexibility for retail and grade.

Page 8

(3) Maximum Floor Area table

REVISION adjust cell 60-65' to 60-70'

Page 17

Mixed Use

(ii) a minimum of 60% of street level floor area shall be occupied by retail trade or personal and business services

REVISION: allow more flexibility for back of house uses and parking

(iv) .. 55' measured perpendicular to the property line ..

REVISION: may be too deep Seattle requires 30' minimum. Also edit where facing public right of way (internal block can have different orientation)

(e) A detached structure ....

REVISION: limit to facing the public right of way. Internal blocks may have difficulty to provide 60% of ground level retail not to be vacant

OK to limit no residential untis on ground level, but amenity and parking OK

Page 18

(e) WC zone parking

(ii) for properties ...

CLARIFICATION: six spaces for what? Retail establishment, project, structure? Etc?

Radim Blazej

CEO principal | radim@caronarchitecture.com

a 2505 3rd ave suite 300c seattle wa 98121

p 206.367.1382 w caronarchitecture.com

Michael Lai

CEO / Investing Partner

ML Companies,INC

USASIA Pacific EB5 Investment I SML Seattle Modern Living,LLC

1700 21 Avenue S, Suite 100 Seattle,Washington,USA 98144

206.838.5990 | Phone

206.322.3315 | Facsimile

206.310.3325 | Mobile

michaellai@usasiapacific.com

MLcompanies.co I usasiapacific.com

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---------- Forwarded message ----------
From: **Michael Lai** <michaellai@usasiapacific.com>
Date: Wed, Mar 23, 2016 at 11:44 AM
Subject: Fwd: Draft Ordinance for Zoning Code Text Amendment

To: Radim Blazej Caron Architecture <radim@caronarchitecture.com>
Cc: Att January 2016 <Michaellai@usasiapacific.com>

Hi Radim,

How are you doing?
Could you please take a look at the changed of zoning to see that would meet our needs.

Could we meet this week thursday at discuss the agreement?

Michael Lai

CEO / Investing Partner

ML Companies,INC

USASIA Pacific EB5 Investment I SML Seattle Modern Living,LLC

1700 21 Avenue S, Suite 100 Seattle,Washington,USA 98144

206.838.5990 | Phone

206.322.3315 | Facsimile

206.310.3325 | Mobile

michaellai@usasiapacific.com

MLcompanies.co I usasiapacific.com

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---------- Forwarded message ----------
From: **Michael Matthias** <MMatthias@desmoineswa.gov>
Date: Mon, Mar 21, 2016 at 2:38 PM
Subject: Draft Ordinance for Zoning Code Text Amendment
To: Michael Lai <michaellai@usasiapacific.com>, Ken Taylor <ktaylor@valleycities.org>, Chris Sloan <csloan@dougbean.com>, "gawasdin@kcls.org" <gawasdin@kcls.org>
Cc: Tony Piasecki <TPiasecki@desmoineswa.gov>, Dan Brewer <DBrewer@desmoineswa.gov>

Gentlemen,

The City of Des Moines is proposing a zoning code text amendment that would apply to Redondo Square, Valley Cities and King County Public Library properties on the west side adjacent to Pac Highway (99) and north of 272nd St. The draft ordinance is attached for your review. Changes to existing code are redlined in the margin of this document. We welcome any comments you may have and ask they be submitted within 10 business days – Close of Business April 1.

The Resolution to set a Public Hearing will be on the City Council agenda on March 31, 2016 and the ordinance will be reviewed by the City Council in final form on May 26, 2016. The gap between these dates is a function of certain regulatory requirements including SEPA review.

Please feel free to contact myself or Mr. Dan Brewer, Planning, Building and Public Works Director at the City (206) 870-6581 should you have any questions.

Best,

Michael Matthias
Asst. City Manager / Economic Development Director
City of Des Moines, WA
206.870.6554
mmatthias@desmoineswa.gov

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Old Business Item #1

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Automated Red Light Running Enforcement

ATTACHMENTS:
1. ATS Contract Amendment/Addendum (May 2016)
2. Existing Contract with ATS (June 2011)
3. ATS Contract Amendment/Addendum (June 2012)
4. City of Des Moines Municipal Ordinance 1647

FOR AGENDA OF: May 26 2016

DEPT. OF ORIGIN: Police and Planning, Building and Public Works

DATE SUBMITTED: May 17, 2016

CLEARANCES:
[X] Legal TG
[X] Finance
[ ] Marina N/A
[ ] Parks, Recreation & Senior Services N/A
[X] Planning, Building & Public Works DSB
[X] Police
[ ] Courts N/A

APPROVED BY CITY MANAGER FOR SUBMITTAL:

Purpose and Recommendation

The purpose of this Agenda Item is to advise Council of additional clarifying information concerning the cost associated with the implementation of the red light camera enforcement program; specifically the flexible payment plan and the 30 day warning period per the existing contract with American Traffic Solutions (ATS). Staff wanted Council to be aware of this information and seek further direction since there was some discussion on these topics during consideration of expanding our photo enforcement program to include red light running enforcement.

Staff is also seeking authorization for the City Manager to sign the American Traffic Solutions (ATS) Contract Amendment/Addendum to expand our Photo Enforcement Program to include red light running per Council's direction.

It is anticipated this expanded photo enforcement program will commence within the fourth (4th) quarter of 2016.

Motions

Motion 1

"I move to authorize the City Manager to enter into a contract Amendment/Addendum with American Traffic Solutions (ATS) for an additional 5 years to expand our Photo Enforcement Program to include red light running at the following approaches: Southbound and Eastbound approaches at SR-99 (Pacific Hwy S) / South 216th Street, Southbound and Westbound approaches at SR-99 (Pacific Hwy S) / SR-516 (KDM), Northbound and Southbound approaches at SR-509 (MVD) / 7th Place S - S 216th Street, substantially in the form and terms of the existing ATS Contact"

Motion 2

"I move to direct administration to bring forward a budget amendment for additional 2016 expenditure authority in support of the Automated Red Light Running Enforcement Program."

Optional Motion

"I move to provide a 30 day warning period at each intersection site during the implementation of the Red Light Running Photo Enforcement Program."

Background and Discussion

In June 2011, the Des Moines City Council approved the authority to establish Automated Speed Enforcement (ASE) within the school zones in Des Moines. The Council also authorized the City Manager to enter into a contract with American Traffic Solutions (ATS) for ASE under a twelve (12) month pilot program at Woodmont Elementary School on 16th Avenue South. After the pilot program, staff provided a progress report which showed an 82% reduction of school zone violations since the implementation of the program.

In June 2012, due to the effectiveness of the program, Council authorized to expand the program to include the Midway Elementary/Pacific Middle School site along 24th Avenue South. The Council also authorized the City Manager to enter into a Contract Amendment/Addendum with ATS to include the Midway/Pacific site.

In late 2015, the Public Safety and Transportation Committee requested staff to evaluate the feasibility of automated red light running enforcement. Staff worked with ATS who is our current vendor for our Automated Speed Enforcement (ASE) Program at our two school locations. Staff provided data information to the Committee on several intersection approaches within the City of Des Moines which included the expected amount of violations per day after an 18 month "maturity" period which could support the cost of the automated speed enforcement as well as reported collision history. The Public Safety and Transportation Committee recommended the following three (3) intersection approaches and requested staff to bring this before full Council for consideration.

- Southbound and Eastbound approaches at SR-99 (Pacific Hwy S) / South 216th Street
- Southbound and Westbound approaches at SR-99 (Pacific Hwy S) / SR-516 (KDM)
- Northbound and Southbound approaches at SR-509 (MVD) / 7th Place S - S 216th Street

On April 7, 2016, Council adopted Ordinance 1647 authorizing the use of automated red light running enforcement cameras and directed staff to negotiate an Amendment/Addendum to our current American Traffic Solutions (ATS) contract to include red light running enforcement at the three (3) recommended intersection approaches.

During staff talks with American Traffic Solutions (ATS) staff obtained clarification regarding the flexible payment plan and 30 day warning period outlined in the original contract agreement.

Flexible Payment Plan

According to the Original Contract Agreement under Section 6 (FEES AND PAYMENT) it outlines the Flexible Payment Plan which allows the City to defer certain payments to ATS until the City has collected sufficient funds pursuant to the terms of the contract. Since this is an Amendment/Addendum to our existing ATS Contract, any revenue funds the City obtains in our photo enforcement program must be used to cover the monthly cost of the camera operations. ATS considers both the School Zone Photo Enforcement and Red Light Running Photo Enforcement as one "Photo Enforcement Program". Therefore, any existing revenue received to include our school zone photo enforcement cameras must be used to cover the monthly costs.

30 Day Warning Period

According to the Original Contract Agreement in Section 1.3.13 of Exhibit A (ATS Scope of Work), the City only receives a one-time warning period up to 30 days in length at the onset of the program. The City did take advantage of this option during our initial implementation at our Woodmont location. Therefore, if Council opted to provide a 30 day warning period at each intersection location when the system is operational, the City would be required to cover the monthly cost for each camera approach. In 2012 Council authorized the expansion of the School Zone Photo Enforcement cameras to include the Midway/Pacific site. During that time, Council opted for a 30 day warning period and the City paid the monthly cost of the camera operation. There is no state statute requiring a 30 day warning period prior to operation. We are only required to properly post the photo enforcement intersection prior to any enforcement action. Staff is seeking additional direction regarding a 30 day warning period.

Option 1 (No formal 30 day period where warning violations are issued)

Under this option, when the intersection camera locations are operational and fully signed as required by state law, the system will be live and begin issuing violations for red light running to enhance intersection safety by changing driver's behavior in and around traffic signals. During this option, instead of a full 30 day period where warning violations are issued, staff will take proactive steps to educate the public on the pending photo enforcement. This education will include but not limited to placing the required stagnate signage and Variable Message Signs (VMS) prior to the "go live" date warning drivers of the pending photo enforcement intersection. In addition, staff will also educate the public by providing a media release to the Waterland Blog, Highline Times and an article in the City Currents.

Option 2 (30 day period where warning violations are issued)

Under this option, when intersection camera locations are operational, any violations issued within the first 30 days would be warning letters sent to violators. The City will not receive any revenue during the warning period but will still be responsible to cover the monthly cost of $4750 for a single camera approach and $5750 for a dual camera approach. In addition, staff time will be required to process these violations in order for violator to receive the written warnings via mail.

Those costs are summarized as follows:

Southbound and Eastbound approaches at SR-99 (Pacific Hwy S) / South 216th Street

(2 Single approach cameras = $9500)

Southbound and Westbound approaches at SR-99 (Pacific Hwy S) / SR-516 (KDM)

(1 Single approach camera and 1 dual approach = $10,500)

Northbound and Southbound approaches at SR-509 (MVD) / 7th Place S - S 216th Street

(2 Single approach cameras = $9500)

Total Additional One-time Expenditure $28,500

Estimated 1020 Total Violations captured for a month (1020 violations x $136 fine = $138,720)
(Total violations based upon 18 month maturity)

Estimated Staff time to process 1020 Violations = 102 hours
(Total violations based upon 18 month maturity)

Adjusted Net Revenue after 65% fine payment received = $90,168
(Additional staff time costs to process violations not calculated in adjusted net revenue)

Alternatives

Council could decide not to authorize the City Manager to sign this Amendment/Addendum to our existing contract with ATS and therefore not expand the photo enforcement program to include red light running enforcement.

Financial Impact

Revenue estimates from fines collected are based on violations after the 18 months maturity period in order to accurately estimate the revenues needed to cover program cost. In addition, staff has assumed approximately 65% of the issued fines are actually received. Below is a recap of the anticipated gross revenue and expenditures for each approach.

Anticipated Gross Annual Revenue

SB SR99 (Pacific Hwy S) / S 216 Street	$206,502
EB South 216 Street / SR-99 (Pacific Hwy S)	$177,463
SB SR-99 (Pacific Hwy S) / SR-516 (KDM)	$129,064
WB SR-516 (KDM) / SR-99 (Pacific Hwy S)	$206, 502
NB SR-509 (MVD) / 7th Place S-S 216th Street	$193,596
SB SR-509 (MVD) / 7th Place S-S 216th Street	$200,049
	$1,113,176

Anticipated Gross Annual Expenditures

Vendor Costs (ATS) for the 6 Approaches	$354,000
Court Administrative Cost	$150,142
PD Administrative Cost	$20,500
Legal / Prosecution Cost	$3,036
	$527,078

Estimated Net Revenue	**$585,498**

(Estimated Net Revenue does not include one-time expenditure for Warning Period in Option 2)

Implementation

Pending the Council's authorization to expand the photo enforcement program to include red light cameras, it is anticipated this program will commence during the fourth quarter of 2016. Staff will work with ATS who will begin installing the camera systems during the late summer months. Staff will also work with ATS to stagger the installations on the three intersection sites to assist in a "ramp up" work load for our staff.

Recommendation

Administration recommends Council approve the authorization to expand the photo enforcement program with red light photo enforcement.

Concurrence

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

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Attachment #1

SECOND AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT

This Second Amendment ("Second Amendment") is dated effective as of the date of final execution hereof and is entered into between American Traffic Solutions, Inc. ("ATS"), a corporation duly registered under the laws of the State of Kansas with its principal place of business at 1150 North Alma School Rd. Mesa, Arizona 85201 and the City of Des Moines ("City"), a municipal corporation of the State of Washington.

RECITALS

WHEREAS, on June 17, 2011, the City and ATS entered into a Professional Services Agreement for the City's use of the Axsis™ System to enforce traffic violations (the "Agreement"); and,

WHEREAS, on July 12, 2012, the City and ATS entered into the First Amendment to Professional Services Agreement (the "First Amendment"); and,

WHEREAS, section 17 of the Agreement requires any amendments, modifications, or alterations of the Agreement to be in writing and duly executed by the parties; and,

WHEREAS, the City and ATS mutually desire to amend, modify or alter certain terms and conditions of the Agreement.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Second Amendment, the City and ATS do hereby agree as set forth below:

1. The above recitals are true and correct and are incorporated herein.

2. The Parties agree that the term of the Agreement is difficult to ascertain given the ambiguities of the Agreement and the First Amendment, and in order to resolve this ambiguity, acknowledge and agree that the Term shall expire on June 16, 2016, a date which is five (5) years from the effective date of the Agreement. The Parties further acknowledge and agree that the Term is hereby extended beyond the current expiration date an additional five (5) year period until June 16, 2021 and may be automatically extended for an additional five (5) year period as set forth under Section 4(b) of the Agreement.

3. While the initial camera locations are as reflected on Schedule 2 of the Agreement and as amended pursuant to Section 3 of the First Amendment, additional camera locations (each, an "Additional Location") shall be installed within 60 days of permit approval. The fee for each Additional Location shall be $4750 for a one camera system or $5750 for a two camera system. Additional Locations shall be installed at the following locations:

- SB SR-99 (Pac. Hwy)/S. 216th St
- SB SR-99 (Pac. Hwy)/SR-516 (KDM)
- EB South 216th St/SR-99 (Pac. Hwy)
- WB SR-516 (KDM)/SR-99 (Pac. Hwy)
- SB SR-509 (MVD)/7th Pl S/S. 216th
- NB SR-509 (MVD)/7th Pl S/S. 216th

4. ATS shall comply with the records retention requirements of the Washington State Public Records Act.

5. Except as expressly amended or modified by the terms of this Second Amendment, all terms of the Agreement and the First Amendment shall remain in full force and effect. In the event of a conflict between the terms of this Second Amendment and the Agreement and the First Amendment, the terms of this Second Amendment shall prevail and control.

6. The provisions of the Agreement, as amended by the First Amendment and this Second Amendment, including the recitals, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof.

7. This Second Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument.

8. Each party represents and warrants that the representative signing this Second Amendment on its behalf has all right and authority to bind and commit that party to the terms and conditions of this Second Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment.

CITY OF _____

By:

_____

Mayor or City Manager Date

ATTEST:

By:

_____

City Clerk Date

AMERICAN TRAFFIC SOLUTIONS, INC.

By:

_____

David M. Roberts, President & COO Date

APPROVED AS TO FORM

By:

_____

City Attorney Date

Attachment #2

PROFESSIONAL SERVICES AGREEMENT
"AGREEMENT"
School Zone Speed Compliance Camera System

THIS AGREEMENT made this 30th day of June, 2011 between American Traffic Solutions, Inc. (herein "ATS"), a corporation duly registered under the laws of the State of Kansas with its principal place of business at 7681 E. Gray Road, Scottsdale, Arizona 85260, County of Maricopa, State of Arizona, and the City of Des Moines, herein "City", a municipal corporation of the State of Washington with principal offices at 21630 11th Ave S. Suite A, Des Moines, WA 98198.

WITNESSETH:

WHEREAS, the City desires to implement and operate a traffic safety camera system pursuant to Washington state law RCW 46.53.170; and

WHEREAS, ATS has the exclusive knowledge, possession and ownership of certain equipment, licenses, and processes, referred to collectively as the "Axsis™ System" (herein "Axsis"), and

WHEREAS, City desires to use the Axsis™ System to monitor and enforce traffic speed in school zones, and

WHEREAS, the City of Seattle awarded a contract to ATS for a traffic safety camera system as a result of a competitive solicitation; and

WHEREAS, ATS extends the City of Seattle contract to the City of Des Moines and such agreement is the basis for this contract; and

WHEREAS, the City finds that ATS is qualified to perform and is experienced in performing the required services; and

WHEREAS, the City desires to engage ATS to provide traffic safety camera services, also known as photo enforcement services;

NOW THEREFORE, the parties agree:

1. DEFINITIONS:

As used in this Agreement, the following words and terms shall, unless the context otherwise requires, have the respective meanings provided below:

"Citation" means a citation issued by a competent state or municipal law enforcement agent or agency or by a court of competent jurisdiction relating to a violation documented or evidenced by Axsis™.

"Person" or **"persons"** means any individual, partnership, joint venture, corporation, trust, unincorporated association, governmental authority or political subdivision thereof or any other form of entity.

"Project Time Line" means initial schedule and timelines required to begin the implementation of Customer's project.

"School Zone Camera System" means a photo-traffic monitoring device consisting of one (1) rear camera, strobe, and traffic monitoring device capable of accurately detecting a traffic infraction in a designated school zone during the periods the school zone has restricted speed to protect students.

"Violation" means failure to obey an applicable traffic law or regulations, including, without limitation, failure to obey a traffic signal, operating a motor vehicle in excess of the posted speed limit, and operating a motor vehicle without displaying a valid license plate.

"Operational Time" means the actual time that a Camera System is monitoring traffic.

2. ATS AGREES TO PROVIDE:

The scope of work identified in Exhibit "A, Section 1"

3. CITY AGREES TO PROVIDE:

The scope of work identified in Exhibit "A, Section 2."

4. TERM AND TERMINATION:

a. This contract shall be effective on the signature date at the end of this agreement.

b. The term of this Agreement shall be for five (5) years beginning on the date of first issued and payable notice of a violation from the last installed Camera System **(the "Start Date")** and may be automatically extended for two additional five (5) year periods. However, Customer may terminate this Agreement at the expiration of any term by providing written notice of its intent not to extend the Agreement 90 days prior to the expiration of the current term.

c. The Contractor's services may be terminated:

i) By mutual written consent of the parties;

ii) For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefor, and the other party fails to cure the default within forty-five (45) days after receiving notice.

iii) For Convenience, by either party in the event the City's use of school zone speed enforcement camera systems is rendered financially unsustainable due to changes in the state or federal law or is rendered unlawful pursuant to applicable state or federal law. If the cameras are rendered unlawful, the City shall have no obligation to pay ATS a fee for any period when it is unlawful to issue citations but the Contract will remain in place until after the exhaustion of all legal action by either the City or ATS seeking to overturn the court order or state or federal legislation that rendered the use of red light safety cameras unlawful. The term of the Agreement shall be suspended during any period in which the City is not obligated to pay ATS and such time period shall be added to the term of the Agreement once it becomes lawful for the City to issue citations. In the event of termination pursuant to this subsection 4.c. iii), the parties shall take the following actions set forth in Subsection (d) below which survive termination during the wind-down period.

d. Upon termination of this Agreement, the parties shall take the following actions, and shall have the following obligations, which survive termination during the wind-down period: The City shall cease using the Axsis™ System, shall return or allow ATS to recover all provided equipment within a reasonable time not to exceed 60 days, and shall not generate further images to be processed. Unless directed by the City not to do so, ATS shall continue to process all images taken by the City before termination and provide all services associated with processing in accordance with this Agreement, and shall be entitled to all Fees specified in the Agreement as if the Agreement were still in effect.

e. **Pilot Program:** Year one shall be a "pilot program" to determine the effects of the program. Terms: With 60 days written notice, on the first anniversary of the *Start Date*, either party shall have the option to terminate this Agreement. The option to terminate shall expire except as otherwise provided herein.

5. ASSIGNMENT:

Neither party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed; provided, however, the City hereby acknowledges and agrees that the execution , delivery and performance of ATS's rights pursuant to this Agreement shall require a significant investment by ATS, and that, in order to finance such investment, ATS may be required to enter into certain agreements or arrangements ("Financing Transactions") with equipment lessors, banks, financial institutions or other similar persons or entities (each, a "Financial Institution" and

collectively; "Financial Institutions"). The City hereby agrees that ATS shall have the right to assign, pledge, hypothecate or otherwise transfer ("Transfer") its rights, or any of them, under this Agreement to any Financial Institution in connection with any Financing Transaction between ATS and any such Financial Institution subject to the City's prior written approval, which approval shall not be unreasonably withheld or delayed. The City further acknowledges and agrees that in the event that ATS provides written notice to the City that it intends to Transfer all or any of ATS's rights pursuant to this Agreement, and in the event that the City fails to provide such approval or fails to object to such Transfer within forty-five (45) business days after its receipt of such notice from ATS, ATS shall be free to effect said Transfer.

6. FEES AND PAYMENT:

City shall pay for all equipment, services and maintenance based on the fee schedule indicated in Exhibit A, Schedule 1, ("Fees").

The City shall pay all fees due ATS based upon invoices from the proceeding month within 30 days of submission. Late payments are subject to interest calculated at 1.5% per month on open balances.

Each anniversary date of the term, the unit prices will increase by the CPI, according to the average of the U.S. Department of Labor, Consumer Price Indices for the City and the Metro Phoenix MSA.

FLEXIBLE PAYMENT PLAN

During the term of the contract, payments by the City may be made to ATS under a Flexible Payment Plan. Under the Flexible Payment Plan, the City may defer certain payments to ATS until the City has collected sufficient funds pursuant to the terms of the contract. If, at the end of the term of the contract, sufficient funds have not been collected by the City to pay the balance then due to ATS, ATS agrees to waive its right to recovery of any outstanding balance. For purposes of this clause, the term "funds" means the revenue retained by the City according to the distribution methods applicable under this contract and Washington law.

This clause will be applied as follows:

> ATS will maintain an accounting of any net balances owed to ATS. If the amount collected during a billing period exceeds the amount of ATS invoices during the same period, the City shall pay ATS the total amount due. If the amount collected during a billing period is less than the amount of ATS invoices during the same period, the City shall pay ATS the amount collected, and may defer payment of the remaining balance. Payments due to ATS shall be reconciled by applying future funds collected, first to the accrued balance, and then to the invoice for the current billing period. At any time that ATS invoices, including any accrued balance, are fully repaid, the City will retain all additional funds collected during that billing period. Such additional funds (whether reserved in cash or not by the City) will be available to offset future ATS invoices

7. VIOLATION RATE ANALYSIS:

Prior to implementing a school zone system the city shall conduct an analysis of each school site being considered for a Camera System to determine if the violation counts justify camera intervention. That data will be shared with ATS. ATS may elect not to install a Camera System where traffic violation data does not support installation of the Axsis System.

8. COMMUNICATION OF INFORMATION:

ATS agrees that all information obtained by ATS through operation of the Axsis System shall be made available to the City at any time during ATS's normal working hours, excluding trade secrets and other confidential or proprietary information not reasonably necessary for the prosecution of citations or the fulfillment of City's obligation under this Agreement.

9. CONFIDENTIAL INFORMATION:

No information given by ATS to City will be of a confidential nature, unless specifically designated in writing as

proprietary and confidential by ATS. Provided, however, nothing in this paragraph shall be construed contrary to the terms and provisions of any "Open Records Act" or similar laws, insofar as they may be applicable. ATS shall not use any information acquired by this program with respect to any violations or the City's law enforcement activities for any purpose other than the program.

10. OWNERSHIP OF SYSTEM:

It is understood by the City that the System being installed by ATS is, and shall remain, the sole property of ATS, unless separately procured from ATS through a lease or purchase transaction. The System is being provided to City only under the terms and for the term of this Agreement.

11. INDEMNIFICATION AND INSURANCE:

ATS shall at all times comply with all federal, state and local laws, ordinances and regulations and shall comply with the maintenance procedures and manufacturer recommendations for operation of the Axsis™ equipment which affect this Agreement, and shall indemnify and save harmless the City against any claims arising from the violation of any such laws, ordinances and regulations or any claims arising from the violations of the maintenance procedures and manufacturer recommendations for operation of the equipment as a result of the negligence of willful misconduct of ATS, its officers and directors, agents, attorneys, and employees, but excluding any employees or agents of City.

ATS shall maintain the following minimum scope and limits of insurance:

(a) Commercial General Liability Insurance including coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability with a combined single limit of $1,000,000 per occurrence. Such insurance shall include the City, its officers, directors, employees, and elected officials as additional insured's for liability arising from ATS's operation.

(b) Workers Compensation as required by applicable state law, and Employers' Liability insurance with limits of not less than $500,000 each accident; ATS shall at all times maintain worker's compensation insurance coverage in the amounts required by law, but shall not be required to provide such coverage for any actual or statutory employee of City.

(c) Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by ATS with a minimum $1,000,000 per occurrence combined single limit bodily injury and property damage.

The City and its officers and employees, shall be named as additional insured on the comprehensive general liability policies provided by ATS under this Agreement. ATS shall require any subcontractors doing work under this Agreement to provide and maintain the same insurance, which insurance shall also name the City and its officers, employees, and authorized volunteers as additional insureds.

Certificates showing ATS is carrying the above described insurance, and evidencing the additional insured status specified above, shall be furnished to the City within thirty calendar days after the date on which this Agreement is made. Such certificates shall show that the City shall be notified of all cancellations of such insurance policies. ATS shall forthwith obtain substitute insurance in the event of a cancellation.

Inasmuch as the City is a body politic and corporate, the laws from which City derives its powers, insofar as the same law regulates the objects for which, or manner in which, or the concerns under which, the City may enter into this Agreement, shall be controlling and shall be incorporated by reference into this Agreement. The Cityshall be responsible for vehicle insurance coverage on any vehicles driven by City employees. Coverage will include liability and collision damage.

12. STATE LAW TO APPLY:

This Agreement shall be construed under and in accordance with the laws of the State of Washington.

13. DISPUTE RESOLUTION:

All disputes arising out of or in connection with the Agreement shall be attempted to be settled through good-faith negotiation between senior management of both parties, followed if necessary within thirty (30) days by

professionally-assisted mediation. Any mediator so designated must be acceptable to each party. The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

(a) Failing resolution through negotiation or mediation, any remaining dispute shall be submitted to binding arbitration in accordance with the Arbitration Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association ("AAA Rules") before a single arbitrator. The place of arbitration will be mutually agreed upon within 14 days of a decision to seek arbitration. Limited discovery will be permitted in connection with the arbitration upon agreement of the parties or upon a showing of substantial need by the party seeking discovery. The arbitrator's decision shall follow the plain and natural meaning of the relevant documents, and shall be final and binding. The arbitrator will have no power to award (i) damages inconsistent with the Agreement or (ii) punitive damages or any other damages not measured by the prevailing party's actual damages, and the parties expressly waive their right to obtain such damages in arbitration or in any other forum. All aspects of the arbitration will be confidential. Neither the parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements. Each party will promptly pay its share of all arbitration fees and costs, provided that such fees and costs shall be recoverable by the prevailing party as determined by the arbitrator. If a party fails to pay such share promptly upon demand, the arbitrator shall, upon written request by the other party, enter a final and binding decision against the nonpaying party for the full amount of such share, together with an award of attorney's fees and costs incurred by the other party in obtaining such decision, which decision may be entered in any court of competent jurisdiction. Except for the failure of a party to pay arbitration fees and costs that requires resort to the arbitrator to order such payment, the parties will bear their own attorneys' fees in any matter or dispute under this Agreement.

14. CHANGE ORDERS OR ADDITIONAL SERVICES:

Changes to services or scope and additional systems and services may be added to this agreement by mutual consent of the parties in writing as an addendum to this Agreement. All other terms and conditions shall remain the same.

15. LEGAL CONSTRUCTION:

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as of such invalid, illegal, or unenforceable provision had not been contained herein.

16. PRIOR AGREEMENT SUSPENDED:

This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understanding, written or oral, between the parties respecting the written subject matter.

17. AMENDMENT:

No amendments, modifications, or alterations of the terms hereof shall be binding unless he same be in writing, dated subsequent to the date of this Agreement and duly executed by the parties.

18. NO AGENCY:

ATS is an independent contractor providing services to the City and the employees, agents and servants of ATS shall in no event be considered to be the employees, agents, or servants of the City. This contract is not intended to create an agency relationship between ATS and the City.

19. FORCE MAJEURE:

Neither party will be liable to the other or be deemed to be in breach of this agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, unusually

severe weather, or governmental authorities approval delays which are not caused by any act or omission by ATS. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

20. TAXES:

In the event that any excise, sales or other taxes are due relating to this service contract, the City will be responsible for the payment of such taxes.

21. NOTICES:

Any notices or demand which under the terms of this Agreement or under any statute must or may be given or made by ATS or City shall be in writing and shall be given or made by personal service, telegram, first class mail, FedEx, or by certified or registered mail to the parties at the following address:

City of Des Moines
21630 11th Ave S., Suite A
Des Moines, WA. 98198
Attn: City Manager

American Traffic Solutions, Inc.
14861 N. Scottsdale Rd, Suite 109
Scottsdale, AZ 85254
Attn: Chief Operating Officer

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date on Page 1.

CITY OF DES MOINES

Anthony A. Piasecki
Its City Manager

By Direction of the Des Moines City Council
in Open Public Meeting on June 2, 2011

Date: 6/17/11

AMERICAN TRAFFIC SOLUTIONS, INC.

Adam E. Tuton
Its Executive Vice President

Date: 6/20/11

APPROVED AS TO FORM:

Assistant City Attorney

ATTEST:

Sandy Paul
City Clerk

Exhibit A
ATS SCOPE OF WORK

1 AMERICAN TRAFFIC SOLUTIONS (ATS) SCOPE OF WORK

1.2 ATS IMPLEMENTATION

1.2.13 ATS agrees to provide a turnkey solution for Camera Systems to the City wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of ATS, except for those items identified in Section 2 titled "Customer Scope of Work". ATS and the City understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign to the proper party the responsibility and cost for such items. In general, if work is to be performed by the City, unless otherwise specified, the Customer shall not charge ATS for the cost. All other in-scope work, external to the City, is the responsibility of ATS.

1.2.14 ATS agrees to make every effort to adhere to the Project Time Line agreed to by the parties.

1.2.15 ATS will assist the City with video evaluation of candidate sites using the Axsis VIMS system.

1.2.16 ATS will install Camera Systems at a number of school zone approaches to be agreed upon between ATS and the City after completion of site analyses to be entered into Schedule 2. In addition to the initial locations, the parties may agree from time to time, by additional Work Order(s), to add to the quantities and locations where Camera Systems are installed and maintained.

1.2.17 ATS will operate each Camera System operational on a 24 hour basis, but activated only during those times designated as school zone hours as designated by sign or flashing signal. There may be some downtime for maintenance and normal servicing activities.

1.2.18 ATS' in-house marketing department will assist the City with public information and outreach campaign strategies. In addition, depending upon the agreed-upon strategy, ATS may pay for agreed upon extra scope expenditures for public relations consultants, advertising, or media relations provided that such extra scope expenditures will be reimbursed to ATS from collected revenues.

1.2.19 ATS agrees to provide a secure web site (www.violationinfo.com) accessible to citation recipients (defendants) by means of a Notice # and a PIN, which will allow violation image and video viewing.

1.2.20 The City and ATS agree to complete the Project Time Line within 30 calendar days of contract signature, unless otherwise mutually agreed to by the parties in writing.

1.2.21 ATS normally shall provide technician site visits to each Camera System once per month to perform preventive maintenance checks consisting of camera enclosure lens cleaning; camera, strobe and controller enclosure cleaning; inspection of exposed wires; and general system inspection and maintenance.

1.2.22 ATS shall repair a non-functional Camera System within 72 business hours of determination of a malfunction.

1.2.23 ATS shall repair the Axsis VPS system within 1 business day from the time of the outage. Outages of City internet connections or infrastructure are excluded from this service level.

1.3 ATS OPERATIONS

1.3.13 ATS shall provide the City with an optional one-time warning period up to 30 days in length at the outset of the program.

1.3.14 As the party responsible for initial contact with the speed violator, ATS shall provide the City with an automated web-based citation processing system (Axsis™ VPS) including image processing, 1st notice color printing and mailing of at Citation or Notice of Violation per chargeable event. Each citation shall be delivered by First Class mail to the registered owner within the statutory period. Mailings to owners responding to first notices identifying drivers in affidavits of non-liability or by rental car companies are also included according to each pricing option.

1.3.15 Subsequent notices (such as second or pre-collection letters) may be delivered by First Class or other mail means for additional compensation to ATS as agreed by the parties in Schedule 1.

1.3.16 ATS shall apply an electronic signature to the citation when authorized to do so by an approving law enforcement officer.

1.3.17 ATS shall obtain in-state vehicle registration information necessary to issue citations assuming that it is named as the City's agent and the State provides the registration data at no cost.

1.3.18 ATS shall seek records from out-of-state vehicle registration databases and apply records found to Axsis to issue citations for the City according to each pricing option.

1.3.19 If City is unable to or does not desire to integrate ATS data to its court system, ATS shall provide an on-line court processing module, which will enable the court review cases, related images, correspondence and other related information required to adjudicate the disputed citation. The system will also enable the Court staff to accept and account for payments. Any costs to integrate ATS system to a court computer system shall be borne by the City. ATS may agree to cover these up front costs and recover the costs from collected revenue.

1.3.20 The Axsis™ VPS system, which provides the City with ability to run and print a reports, shall include the following:

- Issuance Rate Report
- Location Performance Summary Report
- Location Performance Detail Report
- Violation Reject Report
- Document Aging Report

1.3.21 If required by the court or prosecutor, ATS shall provide the City with, or train a local expert witness able to testify in Court on matters relating to the accuracy, technical operations, and effectiveness of the Axsis™ System until judicial notice is taken.

1.3.22 In those instances where damage to a Camera System or sensors is caused by negligence on the part of the City or its authorized agent(s), ATS will provide an estimate of the cost of repair. Upon authorization to proceed with the repairs or replacement, ATS shall replace or repair any damaged equipment and invoice for the pre-approved repair cost. ATS shall bear the cost to replace or repair equipment damaged in all other circumstances.

1.3.23 ATS shall provide a help line to help the City resolve any problems encountered regarding its Camera System and/or citation processing. The help line shall function during normal business hours.

2 CUSTOMER SCOPE OF WORK

2.2 GENERAL IMPLEMENTATION REQUIREMENTS

2.2.13 Within 7 business days of contract execution, the City shall provide ATS with the name and contact information for a project manager with authority to coordinate City responsibilities under the Agreement.

2.2.14 Within 7 business days of contract execution, the City shall provide ATS with the name and contact information for a Municipal Court manager responsible for oversight of all Court-related program requirements

2.2.15 The City shall make every effort to adhere to the Project Time Line to be agreed to by the parties.

2.2.16 The City shall, on a form provided by ATS, provide verification to the State Department of Motor Vehicles, National Law enforcement Telecommunications System, or appropriate authority indicating that ATS is acting as an Agent of the City for the purposes of accessing vehicle ownership data pursuant to the list of permissible uses delineated in the Drivers Privacy Protection Act 18 U.S.C. § 2721, Section (b) (1) and as may otherwise be provided or required by any provision of applicable state law.

2.2.17 The City and ATS shall complete the Project Time Linewithin 30 calendar days of contract signature, unless otherwise agreed to by the parties in writing.

2.3 STREETS AND TRAFFIC DEPARTMENT OPERATIONS

2.3.13 City shall execute a right of way agreement or amendment to allow installation of cameras on state roads with Washington Department of Transportation within 30 days of contract execution.

2.3.14 If the City chooses to move a Camera System to a new approach after initial installation, it shall pay the costs to relocate the System.

2.3.15 City will design, fabricate, install and maintain camera warning signs. If City cannot provide such signage, ATS will do so and charge the costs to the client.

2.3.16 The City shall provide access to traffic signal phase connections according to approved design.

2.3.17 City shall allow ATS to access power from existing power sources at no cost and shall allow or facilitate access to traffic signal phase connections to a pull box, pole base, or controller cabinet nearest to each Camera System within the City's jurisdiction. The costs of any additional conduit or power infrastructure needed to support installation of the Camera shall funded by ATS and ATS and shall recover such added costs out of collected revenue in addition to its normal fees.

2.3.18 The City shall not require ATS to provide installation drawings stamped by a licensed civil engineer. However, ATS work product and drawings shall be overseen and approved by and ATS PE and such deliverable shall conform to applicable engineering norms and reflect the details of installation work to be completed.

2.3.19 The City shall approve or reject ATS submitted plans within 7 business days of receipt and shall limit iterations to a total of one revision beyond the initially submitted plans. Total plan approval duration shall not exceed 10 business days.

2.3.20 The City shall not charge ATS or its subcontractor for building, constructions, street use and/or pole attachment permits.

2.4 POLICE DEPARTMENT OPERATIONS

2.4.13 The Police Department shall process each potential violation in accordance with State Laws and/or City Ordinances within 3 business days of its appearance in the Police Review Queue, using Axsis™ to determine which violations will be issued as Citations or Notices of Violation.

2.4.14 Police Department workstation computer monitors for citation review and approval should provide a resolution of 1280 x 1024.

2.4.15 For optimal data throughput, Police Department workstations should be connected to a high-speed internet connection with bandwidth of T-1 or greater.

2.4.16 Police Department shall provide signatures of all authorized police users who will review events and approve citations on forms provided by ATS.

2.5 COURT OPERATIONS

2.5.13 Court shall provide a judge or hearing officer and court facilities to schedule and hear disputed citations.

2.5.14 Court shall provide the specific text required to be placed on the Citation notice to be issued by ATS within 30 calendar days of contract signature.

2.5.15 The Court shall approve the Citation form within 15 days receipt from ATS.

2.5.16 Each citation will have 800# for questions regarding the citation. However, the Municipal Court may receive phone calls and correspondence from defendants who have questions about disputes, and other issues relating to citation adjudication. Court may refer citizens with questions regarding ATS or Axsis technology and processes to websites and/or toll-free telephone numbers provided by ATS for that purpose.

2.5.17 Within 10 days after expiration of a second notice, Municipal court shall pursue delinquent collections of unpaid notices with an existing contractor or ATS.

2.5.18 Any potential one time, direct costs to ATS (including ATS' costs) to develop an interface between the Court system will be initially paid by ATS will be reimbursed to ATS from collected revenues from the program once available.

2.6 INFORMATION TECHNOLOGY DEPARTMENT OPERATIONS

2.6.13 In the event that remote access to the ATS Axsis VPS System is blocked by City network security infrastructure, the Customer's Department of Information Technology shall coordinate with ATS to facilitate appropriate communications while maintaining required security measures.

2.6.14 If Customer-owned telecommunications lines or WiFi networks are present at or near the site, and if feasible to share such existing bandwidth, ATS shall be allowed to use such infrastructure for data transmission. ATS shall work with the City's IT department to ensure City security protocols are maintained.

Schedule 1

Service Fee Schedule

Fixed Fee per Month with Surcharge for Excess Use **FIXED SPEED SCHOOL ZONE ENFORCEMENT SYSTEM** **Per camera site installed**..... Fee includes up to a 4-lane site and 800 issued citations per month per camera, a $5.00 per citation issued over 800 issued per month to cover overage service and mailing. The monthly fee shall be per camera per approach paid in twelve monthly installments per year. Includes camera equipment, installation, maintenance, violation processing services. Event processing includes in web application hosting, maintenance and remote administration, clerical data entry and quality review steps, state and out of state DMV records access and data acquisition, mailing of 1st notice in color with return envelope, mailing of reminder notice-text only, lockbox payment processing, web-payments access with user convenience fee, call center support for general program questions, web site accessible to citizens for image viewing, information and payments, and design support for city-implemented public awareness program. Extraordinary construction costs driven by unique customer requirements may trigger per camera surcharges.	$4,750

Schedule 2

Initial Camera Locations

The City will designate first phase implementation of cameras at designated school zone sites. ATS shall make its best efforts to install a camera system within forty-five (45) business days of receipt of approved permits and powered delivered for each agreed upon site providing that City has received permission for all implementations in writing from any third-party sources.

The proposed school speed zones to be installed include, but are not limited to the following:

Woodmont Elementary

Schedule 3

DMV Services Subscriber Authorization

Agency ORI: _____

DATE

Nlets
1918 W. Whispering Wind Dr.
Phoenix, AZ 85085

Attn: Steven E. Correll, Executive Director
Re: Authorization for American Traffic Solutions, Inc. to Perform MVD Inquiry

Dear Mr. Correll:

Please accept this letter of acknowledgement that a Agreement to perform automated enforcement between _____(herein, "Agency") and American Traffic Solutions, Inc. is or will be enacted and will be or is in force. As a requirement of and in performance of that Agreement between Agency and American Traffic Solutions, Inc., it will be necessary for American Traffic Solutions, Inc. to access Nlets motor vehicle data.

Please accept this letter as authorization from Agency for American Traffic Solutions, Inc. to run motor vehicle inquiries. This authorization is and will be in effect for the term of our Agreement with Nlets and any subsequent renewals.

This authorization will automatically expire upon the termination of the Agreement between the Agency and American Traffic Solutions, Inc.; and, such authorization is limited to violations detected by the automated enforcement camera systems. By completing the information below and signing this letter, I am stating that I am a member of the Agency and have the authority to empower American Traffic Solutions, Inc. to use ORI [Insert Agency ORI for this function.

SUBSCRIBER INFORMATION

Subscriber Agency/Name _____

Nlets Agency ORI _____

Name/Title of Authorized Representative _____

Mailing Address _____

_____

_____

Telephone _____ **Fax** _____

Email _____

Signature of Authorized Representative _____

Date Signed _____

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Attachment #3

FIRST AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment ("First Amendment") is dated effective this _____ day of _____, 2012 and is entered into between American Traffic Solutions, Inc. ("ATS"), a corporation duly registered under the laws of the State of Kansas with its principal place of business at 1330 West Southern Avenue, Tempe, Arizona 85282 and the City of Des Moines ("City"), a municipal corporation of the State of Washington.

RECITALS

WHEREAS, on June 20, 2012, the City and ATS entered into a Professional Services Agreement for the City's use of the Axsis™ System to enforce traffic violations (the "Agreement"); and

WHEREAS, section 17 of the Agreement requires any amendments, modifications, or alterations of the Agreement to be in writing and duly executed by the parties; and

WHEREAS, the City and ATS mutually desire to amend, modify or alter certain terms and conditions of the Agreement.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this First Amendment, the City and ATS do hereby agree as set forth below:

1. The above recitals are true and correct and are incorporated herein.

2. The Parties agree that the Pilot Program phase has successfully concluded and, therefore, Subsection 4.e., Pilot Program, is hereby deleted in its entirety.

3. Schedule 2 to the Agreement is hereby modified to add the following location(s):

Midway Elementary / Pacific Middle School
Zone on 24th Avenue
South, Des Moines, WA.

4. Except as expressly amended or modified by the terms of this Amendment, all terms of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall prevail and control.

5. The provisions of the Agreement, as amended by this Amendment, including the recitals, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof.

6. This Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument.

7. Each party represents and warrants that the representative signing this Amendment on its behalf has all right and authority to bind and commit that party to the terms and conditions of this Amendment.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment.

CITY OF Des Moines, WA

By: _____ 6/29/12
Mayor or City Manager Date

ATTEST:

By: Sandy Paul CMC 06.29.12
City Clerk Date

AMERICAN TRAFFIC SOLUTIONS, INC.

By: _____ 7/12/12
Michael Bolton, Date

Chief Operating Officer

APPROVED AS TO FORM

By: _____ 6/29/12
City Attorney Date

Attachment #4

ORDINANCE NO. 1647

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to the Des Moines Traffic Code, authorizing the use of automated red light running enforcement cameras, adding a new chapter to Title 10 DMMC, establishing a penalty, and codifying a new chapter in Title 10 DMMC.

WHEREAS, pursuant to chapter 10.04 DMMC, the City adopted by reference the State's Model Traffic Ordinance which authorizes issuance of citations for school zone speed violations, and

WHEREAS, a red light running study was conducted for certain intersections in Des Moines and the results indicated a significant number of violations, and

WHEREAS, RCW 46.63.170 authorizes the use of automated traffic safety cameras to detect violations at traffic control signals upon passage of a local ordinance authorizing the use of said automated cameras, and

WHEREAS, consistent with the requirements of RCW 47.36.020, the duration of the yellow change intervals at the City's signalized intersections are at least as long as the minimum yellow change interval identified in the manual of uniform traffic control devices, and

WHEREAS, the City desires to use automated traffic safety cameras to detect red light running violations consistent with the authority granted in RCW 46.63.170; now therefore,

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

Sec. 1. A new chapter is added to Title 10 DMMC entitled *"Automated Red Light Running Enforcement"*, to read as follows:

(1) Definitions - Use of words and phrases. As used in this Ordinance, unless the context or subject matter clearly requires otherwise, the words or phrase defined in this section shall have the indicated meaning.

"Automated red light running enforcement camera" means a device that uses a vehicle sensor installed to work in conjunction with an intersection traffic control system and a camera synchronized to automatically record one or more sequenced photographs, microphotographs, or electronic images of the rear of a motor vehicle whenever a vehicle fails to stop when facing a steady red traffic control signal.

(2) Authorized use.

(a) Consistent with the authority granted in RCW 46.63.170, City law enforcement officers and persons commissioned by the Chief of Police are authorized to use automated red light running enforcement cameras and related automated systems only to detect and record the image of red light running violations.

(b) Use of automated red light running enforcement cameras is restricted to intersections of two arterials with traffic control signals that have yellow change interval durations in accordance with RCW 47.36.022, which interval durations may not be reduced after placement of the camera.

(c) Use of automated red light running enforcement cameras is limited to taking pictures of the vehicle and vehicle license plate only, and only while an infraction is occurring. Pictures may not reveal the face of the driver or of passengers in the vehicle.

(d) Each location where an automated red light running enforcement camera is used shall be clearly identified by the City Traffic Engineer with the posting of signage placed in a manner that clearly indicates to a driver that the driver is entering a zone where traffic laws are enforced by an automated camera.

(e) Notwithstanding any other provision of law, all photographs, microphotographs and electronic images prepared under this Ordinance and, as provided in RCW 46.63.170(1)(f), are not open to the public and may not be used in a court in a pending action or proceeding unless the action or proceeding relates to a violation under this section. No photograph,

microphotograph or electronic image may be used for any purpose other than enforcement of violations under this section nor retained longer than necessary to enforce this section.

(3) Notice of infraction.

(a) A notice of infraction based on evidence detected through the use of an automated red light running enforcement camera shall be mailed to the registered owner of the vehicle within fourteen (14) days of the violation, or to the renter of a vehicle within fourteen (14) days of establishing the renter's name and address under subsection (c)(i) of this section. A law enforcement officer shall authorize the issuance of the notice of infraction, which shall include with it a certificate or facsimile thereof, based upon the inspection of photographs, microphotographs, or electronic images produced by an automated traffic safety camera, citing the infraction and stating the facts supporting the notice of infraction. This certificate or facsimile shall be prima facie evidence of the facts contained in it and shall be admissible in a proceeding charging a violation under this Ordinance. The photographs, microphotographs, or electronic images evidencing the violation must be available for inspection and admission into evidence in a proceeding to adjudicate the liability for the infraction. A person receiving a notice of infraction based on evidence detected by an automated red light running enforcement camera may respond to the notice by mail.

(b) The registered owner of a vehicle is responsible for a notice of infraction detected through use of an automated red light running enforcement camera unless the registered owner overcomes the presumption stated in this Ordinance, or, in the case of a rental car business, satisfies the conditions under subsection (c) of this section. If appropriate under the circumstances, a renter identified under subsection (c)(i) of this section is responsible for such an infraction.

(c) If the registered owner of a vehicle responsible for a notice of infraction detected through use of an automated red light running enforcement camera is a rental car business, the Chief of Police or his designee shall, before such a notice of infraction is issued, provide a written notice

to the rental car business that a notice of infraction may be issued to the rental car business if the rental car business does not, within eighteen (18) days of receiving the written notice, provide to the Des Moines Police Department by return mail:

(i) A statement under oath stating the name and known mailing address of the individual driving or renting the vehicle when the infraction occurred; or

(ii) A statement under oath that the business is unable to determine who was driving or renting the vehicle at the time the infraction occurred because the vehicle was stolen at the time of the infraction. A statement provided under this subsection must be accompanied by a copy of a filed police report regarding the vehicle theft.

Timely mailing of this statement to the Des Moines Police Department relieves a rental car business of any liability under this Ordinance for the notice of infraction. In lieu of identifying the vehicle operator, the rental car business may pay the applicable penalty.

(4) Prima facie presumption.

(a) In a traffic infraction case involving an infraction detected through the use of an automated red light running enforcement camera under this Ordinance, proof that the particular vehicle described in the notice of traffic infraction was involved in red light running violation, together with proof that the person named in the notice of infraction was at the time of the violation the registered owner of the vehicle, shall constitute in evidence a prima facie presumption that the registered owner of the vehicle was the person in control of the vehicle at the point where, and for the time during which, the violation occurred.

(b) This presumption may be overcome only if the registered owner states under oath, in testimony before the court that the vehicle involved was, at the time, stolen or in the care, custody, or control of some person other than the registered owner.

(5) Processing of infractions. Infractions detected through the use of automated red light running enforcement cameras are not part of the registered owner's driving record and shall be processed in the same manner as parking infractions.

(6) Nonexclusive enforcement. Nothing in this Ordinance prohibits a law enforcement officer from issuing a notice of traffic infraction to a person in control of a vehicle at the time a violation occurs under RCW 46.63.030(1) as now in effect or hereinafter amended.

(7) Penalty.

(a) The maximum penalty for infractions detected under authority of, and committed pursuant to, the provisions of this Ordinance shall not exceed the monetary penalty for a violation of RCW 46.61.050 as provided under RCW 46.63.110, including all applicable statutory assessments. The monetary penalty shall not exceed the maximum amount of fine issued for other parking infractions within the City of Des Moines.

(b) Revenue from fines assessed under authority of this Ordinance shall be used solely for public safety purposes or as otherwise provided by state law. For purposes of this section, the term "public safety purposes" may include, but is not limited to, the following:

(i) Personnel costs for employees or contractors who are involved in automated red light running enforcement planning and implementation, including professional services such as traffic engineering services;

(ii) Personnel costs for employees or contractors who are involved in automated red light running enforcement, court hearings, fine collection or other processing, including expert witness fees, and/or technology enhancements to efficiently support program administration;

(iii) Costs associated with training of employees or contractors involved with the automated red light running enforcement program;

(iv) Purchase and/or maintenance of equipment, including signage, related to the automated red light running enforcement program;

(v) Costs associated with public safety including general fund expenditures for police services unrelated to the automated red light running enforcement program;

(vi) Costs associated with intersection safety projects in the transportation capital fund, unrelated to the automated red light running enforcement program.

(8) Compensation for services. The compensation paid to the manufacturer or vendor of the automated red light running enforcement camera equipment used shall be based only upon the value of the equipment and services provided or rendered in support of the system, and shall not be based upon a portion of the fine or civil penalty imposed or the revenue generated by the equipment.

Sec. 2. Codification. Section 1 of this Ordinance shall be codified as a new chapter in Title 10 DMMC entitled *"Automated Red Light Running Enforcement"*.

Sec. 3. Severability - Construction.

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

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

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Sec. 4. Effective date. This Ordinance shall take effect and be in full force thirty (30) days after its passage and approval in accordance with law.

PASSED BY the City Council of the City of Des Moines this 7th day of April, 2016 and signed in authentication thereof this 7th day of April, 2016.

MAYOR

APPROVED AS TO FORM:

Assistant City Attorney

ATTEST:

City Clerk

Published: April 12, 2016

Effective Date: May 7, 2016

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GOVERNMENT 101

CAPITAL BUDGETING

CAPTIAL & MAJOR MAINTENANCE

- **REET 1**
- **REET 2**
- **ONE TIME Tax Revenues**
- **PARK IN LIEU**
- **TRAFFIC IMPACT FEES**
- **TRAFFIC IN LIEU**
- **AUTOMATED SPEED ENFORCEMENT**
- **MARINA CHARGES**
- **SWM CHARGES**
- **GRANTS**
- **DEBT**

LARGE

(INTERNAL CHARGES)

- **Fund 506 - Major Maint/Replacement**
- **Fund 501 & 511 Vehicle/Technology Replacement**

MEDIUM

- **Annual Operating Budget**

SMALL

2017 Capital Budget
(Project Long Budget)

2017 Operating Budget
(Annual Budget)

2017-2022 CAPITAL IMPROVEMENT PLAN

BARNES CREEK TRAIL

	PROJECT TOTAL	DESIGN		NORTH SEGMENT			CENTRAL SEGMENT			SOUTH SEGMENT		
Costs		2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Design	1,314,012	539,827	524,185	50,000			100,000			100,000		
ROW	200,000									40,000	160,000	
CN	11,495,750				2,073,450	1,382,300		2,000,000	3,040,000			3,000,000
Contigency	900,000				180,000	120,000		150,000	150,000			300,000
COSTS	**13,909,762**	**539,827**	**524,185**	**50,000**	**2,253,450**	**1,502,300**	**100,000**	**2,150,000**	**3,190,000**	**140,000**	**160,000**	**3,300,000**
Funding												
REET	1,144,407	39,280	248,101	50,000	204,216	102,811	100,000	150,000	150,000	100,000		
TIF	200,000				100,000	100,000						
School District	445,500											445,500
King County	332,001	332,001										
CIP Fund Balance	68,355	68,355										
State	707,400							270,000	410,400	5,400	21,600	
Federal	11,012,099	274,548	101,727		1,949,234	1,299,490		1,730,000	2,629,600	34,600	138,400	2,854,500
FUNDING	**13,909,762**	**714,184**	**349,828**	**50,000**	**2,253,450**	**1,502,300**	**100,000**	**2,150,000**	**3,190,000**	**140,000**	**160,000**	**3,300,000**

2016 REET Analysis

REET FORECAST

				2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2028	2029	2030
			Trails, Bulkheads, Facility & Buildings															
301	(All Purpose)																	
REET 1	Beginning Balance	486,180																
Add:	REVENUE (Budget)	492,260		400,000	350,000	300,000	300,000	300,000	300,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000
Add:	Reimb Dining Hall (Prk Levy)			54,000	54,000	22,000												
Use:	X-fer 2008 GO City Hall	(128,974)		(129,200)	-	-	-	-	-	-	-	-						
301.057.310	Tennis Court Resurface	(25,000)																
301.061.310	BP Shelter/Restrooms	(171,145)																
301.615.319	Redondo Boardwalk	(470,300)																
301.345.319	Barnes Creek	(248,100)		*(50,000)*	*(204,216)*	*(102,810)*				*(100,000)*	*(150,000)*	*(150,000)*		*(100,000)*				
	N Lot Bulkhead ($1.1m)					*(150,000)*	*(300,000)*	*(300,000)*	*(350,000)*									
	Redondo Paid Parking			(200,000)														
	BP Fiber Optics			(60,000)														
	City Hall Generator								(365,000)									
	Police Dept Storage Bldg								(445,000)									
	City Hall Parking Lot								(260,000)									
	Other Facilities per 506 Assessment Plan?																	
			Annual Activity	14,800	199,784	69,190	-	-	(1,120,000)	150,000	100,000	100,000	250,000	150,000	250,000	250,000	250,000	250,000
	Ending Balance	(65,079)	Ending Balance	(50,279)	149,505	218,695	218,695	218,695	(901,305)	(751,305)	(651,305)	(551,305)	(301,305)	(151,305)	98,695	348,695	598,695	848,695

Minimum Reserve $200,000 Facility Emerg Project

If we get TIF then we can do a Park. If not then Debt Service and no park that year.

				2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2028	2029	2030
			Parks, Streets, Sidewalks (No Facilities)															
302	(Limited Use)																	
REET 2	Beginning Balance	276,650																
Add:	REVENUE (Budget)	492,260		400,000	350,000	300,000	300,000	300,000	300,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000
	X-fer Debt Admin	(11,940)		(12,000)	(12,000)	(12,000)	(12,000)	(12,000)	(12,000)	(12,000)	(12,000)	(12,000)	(12,000)	(12,000)	(11,000)	(11,000)		
	X-fer 2008 GO Transp	(194,300)	2019-2022 Pd by TIF	(194,300)	(194,625)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(190,950)	(194,244)	(192,075)	(189,675)	(191,920)	(193,695)	-	-
	X-fer PWTF Pac Hwy	(24,680)	2019-2022 Pd by TIF	(24,680)	(24,681)						(24,091)	(23,973)	(23,855)	(23,736)	-	-	-	-
	X-fer PWTF Gateway	(33,935)	2019-2022 Pd by TIF	(33,933)	(33,775)						(32,819)	(32,659)	(32,500)	(32,340)	(32,181)	(32,022)	-	-
302.062.310	Parkside Park	2,000																
302.065.310	Parkside Park - Soil	1,200																
302.304.310	N Lot Paid Parking	(275,000)																
302.614.319	S 268th Sidewalk	(94,000)																
	Sidewalks																	
302.305.310	Guardrails	(25,000)			(25,000)		(25,000)		(25,000)									
20 Yrs Old	Fieldhouse Skate Park			*(155,000)*														
0 Yrs Old	SJU Irrig & Landscape - Add New					*(145,000)*												
	Redondo Floats (+Grant)					*(40,000)*												
	Redondo Fishing Pier Deck (+Grant)					*(67,000)*												
25 Yrs Old	Wooton Park						*(234,000)*											
29 Yrs Old	Kiddy Park Play Equip							*(210,000)*										
17 Yrs Old	Westwood Play Equip								*(68,000)*									
	N Lot/Fish Pier Restrooms								*(250,000)*									
	Redondo Restroom/Plaza - Remove?								*(200,000)*									
20 Yrs Old	Fieldhouse Playground (not boat)																*(250,000)*	
18 Yrs Old	Water Tower Park Playground																	*(250,000)*
11 Yrs Old	Midway Park Playground																	*(250,000)*
8 Yrs Old	Fieldhouse Playground (Boat)																	*(250,000)*
0 Yrs Old	Beach Park - Add New																	*(250,000)*
0 Yrs Old	SJU Park - Add New																	*(250,000)*
	Cecil Powel Neighborhood Park																	*(250,000)*
	Road Overlays																	(200,000)
			Annual Activity	(19,913)	59,919	16,000	9,000	58,000	(275,000)	218,000	(9,860)	(12,876)	(10,430)	(7,751)	14,899	13,283	-	(1,450,000)
	Ending Balance	138,255	Ending Balance	118,342	178,261	194,261	203,261	261,261	(13,739)	204,261	194,401	181,525	171,095	163,344	178,243	191,526	191,526	(1,258,474)

Minimum Reserve $250,000

CITY COUNCIL

Speaker Sign-Up Sheet

May 26, 2016

NAME (PLEASE PRINT)	ADDRESS	TOPIC	PHONE/E-MAIL ADDRESS
✓ Rikki Marohl	22807 17th Ave	Farmers Market	market@DMFM.org
✓ Cheryl L. Johnson 7:05	28148 Soundview Dr. S	Budget / More Police Officers	cj716021@yahoo.com
✓ Bill Linscott	32335 6th Ave	Paid Parking	206 445 2099
✓ Rick Johnson	Redondo Beach DR.	Mobile home Relocation Redondo Gazebo	

CITY COUNCIL

PUBLIC HEARING Speaker Sign-Up Sheet

DRAFT ORDINANCE NO. 16-027 AMENDING ALLOWED USES AND DEVELOPMENT REGULATIONS FOR THE W-C WOODMONT COMMERCIAL ZONE

May 26, 2016

NAME (PLEASE PRINT)	ADDRESS	PHONE/E-MAIL ADDRESS
✓ Susan White	28742 Redondo Beach Dr S	susanrdo@aol.com
✓ Nicole DeLeon	524 Second Ave., Seattle WA 98104	ndeleone cairncrest.com
✓ Matt Maury	27261 Eighth Ave S. 98148	maurygivy@yahoo.com
✓ Harry Steinmetz	917 S 258th	
✓ Candice Eckhart	Marine View Dr.	
✓ Cheryl Johnson	28748 ? S. Des Moines	
✓ John Schisler	27021 12th Ave S	
✓ Doreen Harper	16th Ave So. Woodmont	

Exhibits to Hearing on Draft Ord 16-027

CH& CAIRNCROSS&HEMPELMANN ATTORNEYS AT LAW
524 2nd Ave., Suite 500
Seattle, WA 98104
www.cairncross.com
office 206.587.0700
fax 206.587.2308

May 26, 2016

VIA HAND DELIVERY

City Councilmembers
City of Des Moines
21630 11th Ave. S., Suite A
Des Moines, WA 98198

Re: Land Use Code Amendment relating to the Woodmont Commercial Zone LUA2016-0013

Dear City Councilmembers:

This firm represents the Gerrity Group, owner of the Redondo Square Shopping Center ("Redondo Square"). Redondo Square is located in the Woodmont Commercial (W-C) Zone of the City. We write to express the Gerrity Group's support for the Land Use Code Amendment to allow mixed use for that portion of the W-C Zone located south of South 268th Street and allowing for exceptions to height limitations and parking requirements upon satisfaction of respective conditions (the "Amendment").

The Gerrity Group earlier expressed its concern about the possibility that the Valley Cities Woodmont Recovery Center would proceed with development next door to the Redondo Square Shopping Center. Gerrity Group welcomes the current Amendment and any other actions by the City that will serve to encourage development that is better suited for the community and compatible with the existing shopping center use.

Allowing mixed use development within the contemplated portion of the W-C Zone along Pacific Highway South will be a significant step toward achieving the City of Des Moines' vision for this area, as guided by the Des Moines Comprehensive Plan. The Gerrity Group also supports the Amendment provisions allowing for modifications to height and parking standards upon satisfaction of respective conditions. These flexible incentives appear likely to further encourage desirable development within the W-C Zone.

Again, we greatly appreciate the City's efforts to ensure that future development within the W-C Zone is thoughtful, and complements and enhances this area and the community as a whole. The Gerrity Group encourages the City Council to utilize this opportunity and advance the Amendment.

nrogers@cairncross.com
direct: (206) 254-4417

Thank you for your time and attention to this matter.

Very truly yours,

Nancy Bainbridge Rogers

Nicole De Leon

NED/sw

cc: City Manager Piasecki (via email: tpiasecki@desmoineswa.gov)
Planning Manager Lathrop (via email: dlathrop@desmoineswa.gov)

Possible Developer-Requested Amendments to Draft Ordinance 16-027

Amendments to Draft Ordinance 16-027	Topic	MOTION	Council Packet Page #	Ord Page #	DRAFT ORD/MOTIONS FROM FLOOR	ACTION
1	Increased Building Height	"I move Amendment 1 amending Sec.2, W-C Dimensional Standards, to allow increased building heights to 70 feet."	66	4 of 21	**Sec. 2 (1) to be amended to read as follows: "Sec. 2, 18.127.060, Dimensional standards (1) Maximum building height. Buildings and structures may be built to 55 feet, except that buildings and structures south of South 268th Street may be built to ~~65~~ 70 feet."**	1. 2. Pass Fail
2	Floor Area Ratio Change for Increased Building Height	"I move Amendment 2 amending Sec. 3, W-C General building design requirements, to allow increased building heights to 70 feet."	71	9 of 21	**Sec. 3 (3) to be amended to read as follows: "Sec. 3, General building design requirements (3) Maximum Gross Floor Area (a): (a) The maximum gross floor area for buildings within the Woodmont Commercial Zone shall be determined by multiplying the lot area of the site by the floor area ratio (FAR) number established in the following table:** **Building Height — W-C FAR** **35 Feet or Less — 2.8** **35 – 60 — 4.0** **60 – ~~65~~ 70 — 4.5**	1. 2. Pass Fail
3	Amount and Configuration of Required Street Level Commercial Space	"I move Amendment 3 amending Sec. 4, Commercial Use Chart, Limitation 58, to provide more flexibility in the required amount and configuration of street level retail space in W-C (and required in T-C) Mixed Use projects from the current proposed (and required in T-C) 60%.	80	18 of 21	**Sec. 4 Limitation 58. (c) to be amended to add the following delegated authority to the City Manager or City Manager's designee: "Sec. 4, 18.52.010B, Commercial Use Chart Limitation 58 (c) "The City Manager or the City Manager's designee is authorized to consider and approve ~~up to~~ a ~~20 percent~~ reduction of the bulk or configuration requirements specified in subsection (58)(b) of this section when a development proposal incorporates on-site parking substantially at street floor level for retail trade or personal and business service uses and the City Manager or designee determines that the proposed reduction(s) does not compromise, interrupt, or interfere with the desired functionality of the building, ~~or~~ the continuity of City pedestrian-oriented design goals in the general area and pedestrian access to the site from the public sidewalk or right-of-way, or the City's goal to reasonably maximize street level commercial uses."**	1. 2. Pass Fail

Note: The effect of adopting Amendment 3 would be to apply the same change to the T-C Zone. If this is not the City Council's intent, then a separate limitation applying only to W-C would be appropriate.