

AGENDA

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

January 19, 2017 – 7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

PRESIDING OFFICER'S REPORT

ADMINISTRATION REPORT

Item 1: LODGING TAX SIGNAGE PROJECT UPDATE

CONSENT CALENDAR

- Page 1 Item 1: CHILDREN'S DENTAL HEALTH MONTH PROCLAMATION
Motion is to approve the Proclamation recognizing February as Children's Dental Health Month.
- Page 5 Item 2: 2017-2018 RECYCLING PROGRAM GRANT FUNDING
Motion is to accept the Seattle-King County Department of Public Health LHWMP Grant and the King County Solid Waste Division WR/R Grant and authorize the City Manager to sign the grant documents substantially in the form as attached.
- Page 43 Item 3: INTERLOCAL AGREEMENT BETWEEN NORMANDY PARK AND DES MOINES FOR SENIOR SERVICES FOR 2017 AND 2018
Motion is to approve the Interlocal Agreement between the City of Normandy Park and the City of Des Moines for the provision of Senior Services in fiscal years 2017 and 2018 whereby Normandy Park will pay Des Moines for Senior Services in an amount equal to Normandy Park's prorata share of costs per year for services based on participation levels, and authorize the City Manager to sign the Agreement substantially in the form as submitted.

- Page 53 Item 4: SOUTH 216TH STREET-SEGMENT 3, 11TH AVENUE S TO 20TH AVENUE S, 2016-2017 ON-CALL GENERAL ENGINEERING SERVICES, KPG INC. PRELIMINARY ENGINEERING TASK ASSIGNMENT
Motion is to approve 2016-2017 On-Call Engineering Services Task Assignment 2016-04 with KPG Inc. to provide engineering and permitting services for the S 216th Street – Segment 3, 11th Avenue S to 20th Avenue S Project in the amount of \$539,976.35, and further authorize the City Manager to sign said Task Assignment substantially in the form as submitted.
- Page 75 Item 5: RESOLUTION NOTIFYING KING COUNTY ELECTIONS OF JUDICIAL POSITION RECLASSIFICATION
Motion is to adopt Draft Resolution No. 16-174, notifying King County Elections of the reclassification of the judicial position to a part-time appointed position, and superseding Resolution No. 1221.
- Page 85 Item 6: APPROVAL OF VOUCHERS
Motion is to approve for payment vouchers and payroll transfers through January 12, 2017 included in the attached list and further described as follows:
- | | | |
|--|--------------------|----------------|
| Total A/P Checks/Vouchers | #149153-149323 | \$1,416,744.93 |
| Electronic Wire Transfers | #812-815 | \$ 156,567.46 |
| Payroll Checks | #18891-18893 | \$ 4,460.92 |
| Payroll Direct Deposit | #00010001-00010168 | \$ 294,517.26 |
| Total Certified Wire Transfers, Voids, A/P and Payroll Vouchers: | | \$1,872,290.57 |

PUBLIC HEARING/CONTINUED PUBLIC HEARING

- Page 87 Item 1: DRAFT ORDINANCE NO. 16-184; REGARDING CHANGES IN PERMITTED USES AND ASSOCIATED REGULATIONS IN THE PR-C ZONE NORTH OF SOUTH 216TH STREET
 Staff Presentation Chief Operations Officer Dan Brewer and
 Community Development Manager Denise Lathrop
- Page 101 Item 2: DRAFT ORDINANCE NO. 16-185; RELATED TO SCREENING REQUIREMENTS FOR ROOF TOP MECHANICAL EQUIPMENT ON INDUSTRIAL BUILDINGS IN THE B-P ZONE
 Staff Presentation Community Development Manager Denise Lathrop

OLD BUSINESS

- Page 111 Item 1: PAY PARKING IN THE MARINA AND BEACH PARK-RATES AND TRAFFIC AND PARKING IMPACTS IN THE MARINA DISTRICT
 Staff Presentation Harbormaster Joe Dusenbury

EXECUTIVE SESSION

- Item 1: LABOR NEGOTIATIONS UNDER RCW 42.30.140(4)(a) AND POTENTIAL LITIGATION UNDER RCW 42.30.110-30-30 Minutes

NEXT MEETING DATE

February 2, 2017 City Council Study Session

ADJOURNMENT

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Children's Dental Health Month
Proclamation

ATTACHMENTS:
1. Proclamation

FOR AGENDA OF: January 19, 2017

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: January 4, 2017

CLEARANCES:

- ☐ Community Development ____
- ☐ Marina ____
- ☐ Parks, Recreation & Senior Services ____
- ☐ Public Works ____

CHIEF OPERATIONS OFFICER: _____

- ☐ Legal ____
- ☐ Finance ____
- ☐ Courts ____
- ☐ Police ____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is to recognize February as Children's Dental Health Month.

Suggested Motion

Motion 1: "I move to approve the Proclamation recognizing February as Children's Dental Health Month.

Background

As part of the University of Washington School of Dentistry, the Center for Pediatric Dentistry is dedicated to encouraging good oral health for all children, including those with special needs such as autism or Down syndrome, and those enrolled in or eligible for Medicaid. The University of Washington is encouraging local cities to recognize February as Children's Dental Health Month. The

American Dental Association has long dedicated February as National Children's Dental Health Month to help share information on the importance of good oral health on a child's overall health.

In our region, Medicaid covers nearly all dental expenses for children, including allowing children to be enrolled even if the parent is undocumented – all to help ensure that children can receive the care they need. Currently, in King County, nearly 50% of children enrolled in Medicaid do not access the available care. It has been shown that good oral health directly affects a child's nutrition, ability to concentrate and learn, and that it impacts the number of school or day-care days missed.

This proclamation can help increase awareness among all parents and those engaged in child-oriented programs that good dental practices beginning as soon as a child has teeth are important, and that resources are available in the community to make accessing services available to all children, regardless of income, background and whether the child has special needs.

City of Des Moines



CITY COUNCIL
21630 11th AVENUE S, SUITE A
DES MOINES, WASHINGTON 98198-6398
(206) 878-4595 T.D.D: (206) 824-6024 FAX: (206) 870-6540



Proclamation

WHEREAS, our communities future depends, to a large measure, on the good health of our children and families; and

WHEREAS, good oral health can be achieved in part through good dental habits learned early and reinforced throughout life; and

WHEREAS, good oral health contributes to better nutrition, greater ability to concentrate, and improved school attendance, and

WHEREAS, the City of Des Moines has demonstrated a strong commitment to all children in our community through many early childhood and school programs, and

WHEREAS, National Children's Dental Health Month is celebrated each February in order to raise awareness about the importance of good oral health; now therefore

THE DES MOINES CITY COUNCIL HEREBY PROCLAIMS

FEBRUARY AS CHILDREN'S DENTAL HEALTH MONTH

And encourages all our citizens to join in this special observance.

SIGNED this 19th day of January, 2017.

Matt Pina, Mayor

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: 2017-2018 Recycling Program Grant
Funding

FOR AGENDA OF: January 19, 2017

DEPT. OF ORIGIN: Planning, Building and Public
Works

ATTACHMENTS:

DATE SUBMITTED: January 12, 2017

1. Seattle & King County Department of
Public Health Local Hazardous Waste
Management Program (LHWMP) 2017 -
2018 Grant No. 1275 EHS
2. King County Solid Waste Division Waste
Reduction and Recycling (WR/R) 2017-
2018 Grant No. 5902760

CLEARANCES:

- ☒ Community Development DEL
☐ Marina _____
☐ Parks, Recreation & Senior Services _____
☐ Public Works _____

CHIEF OPERATIONS OFFICER: DSB

- ☒ Legal JS
☐ Finance _____
☐ Courts _____
☐ Police _____

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

Purpose and Recommendation

The purpose of this agenda item is to provide information to enable the City Council to take action on the acceptance of two grants for the City's Recycling Program for the service period of 2017-2018. The first grant is the 2017-2018 Seattle-King County Department of Public Health Local Hazardous Waste Management Program (LHWMP) Grant (Attachment 1). The second grant is for the 2017-2018 King County Solid Waste Division Waste Reduction and Recycling (WR/R) Grant (Attachment 2).

Suggested Motion

Motion 1: I move to accept the Seattle-King County Department of Public Health LHWMP Grant and the King County Solid Waste Division WR/R Grant and authorize the City Manager to sign the grant documents substantially in the form as attached.

Background

Grants

The subject grants will fund, in part, the City's semi-annual Household Waste Collection and Recycling Events and annual Business Recycling Events for 2017 and 2018. The Washington State Department of Ecology's Coordinated Prevention Grant (CPG) funds the remainder of the program. The current CPG grant is effective through June 2017.

Professional Services Contract

Related to these grants is the City's Professional Services Contract with Olympic Environmental Resources (OER) for the 2016-2017 recycling program. OER provides staffing and management for the Spring and Fall Household Collection and Recycling Events at the Des Moines Marina. These are popular events among Des Moines residents because they provide a local site to recycle materials, including some that are not accepted by the curbside recycling program. Residents are able to recycle motor oil, oil filters, porcelain toilets and sinks, cardboard, computer monitors, petroleum based products, antifreeze, tires, batteries, electronic equipment including cell phones, scrap metals, appliances, propane tanks, and reusable household items. The contract with OER, approved in January 2016, anticipated the additional funds from the LHWMP and WR/R grant contracts. No additional action is needed to keep this Professional Services Contract current.

Discussion

The City uses grant funds to sponsor recycling and collection events for Des Moines residents businesses. For the 2017-2018 Recycling Program, the City will sponsor two residential recycling collection events per year (i.e. the Fall and Spring events) and co-sponsor one business recycling event per year with the City of Normandy Park. In past years, a portion of the WR/R grant funds were allocated for the purchase of products made from recycled materials, such as rainbarrels, compost bins, and park benches. Due to reduced CPG grant fund levels in 2016-2017, these funds have been diverted to the recycling and collection events.

This agenda item seeks City Council approval of the 2017-2018 LHWMP contract and the 2017-2018 WR/R contract. The LHWMP grant will allocate \$25,717.28 for household recycling collection events in 2017-2018. The WR/R grant will allocate \$39,331.00 for household recycling collection events and business recycling collection events for 2017-2018. The City Council is required to review all Interlocal Agreements between the City and other public agencies.

If the City Council accepts the LHWMP and WR/R grants for 2017 and 2018, the City will continue to reduce the amount of hazardous and non-hazardous materials going into the local waste stream at no additional cost to the City. Action/acceptance of these grants must be submitted to the grantor agencies by January/February 2017 in order to secure grant funds and to schedule the Spring 2017 residential recycling event.

Household Collection and Recycling Events – For almost 20 years, the City has used grant monies to sponsor semi-annual Household Waste Collection and Recycling Events. The Spring and Fall Events have proven to be exceptionally popular among Des Moines residents because they provide a local site to recycle materials that are not accepted by the curbside recycling program. Residents will be able to recycle items including oil filters, porcelain toilets and sinks, large cardboard, petroleum based products, antifreeze, tires, batteries, electronic equipment, scrap metals, appliances, propane tanks, and reusable household items. Additional items continue to be explored as the number and type of materials collected curbside have increased under the solid waste contract that began collection on November 1, 2011.

Business Recycling Event – The annual Business Recycling Events are typically held in July at a central location in Des Moines or Normandy Park. The City will pool a portion of its grant resources with the City of Normandy Park to provide a comprehensive recycling event where businesses may drop off items including: clean scrap wood/pallets, electronic equipment, fluorescent lights, cellular phones, office recyclables/cardboard, toner cartridges, and plastics. As with the household collection and recycling events, the Business Recycling Event will accept the above items at little or no cost to business owners.

Alternatives

1. The City Council may accept the 2017-2018 LHWMP Grant No. 1275 EHS between the City of Des Moines and the Seattle-King County Department of Public Health; and the 2017-2018 WR/R Grant No. 5902760 between the City of Des Moines and the King County Solid Waste Division.
2. The City Council may not accept the 2017-2018 LHWMP Grant No. 1275 EHS between the City of Des Moines and the Seattle-King County Department of Public Health; and the 2017-2018 WR/R Grant No. 5902760 between the City of Des Moines and the King County Solid Waste Division and forego LHWMP and/or WR/R grant funds.
3. The City Council may continue this Agenda Item and request that staff provides additional information on the LHWMP and WR/R grant programs. Continuance of this item may result in loss of grant funds for the 2017-2018 grant cycle.

Financial Impact

If the City Council accepts the LHWMP and WR/R grants, there will be no fiscal impact to the City related to Contract Numbers 1275 EHS and 5902760. However, if the City Council does not accept the LHWMP and WR/R grants, then the City will need to use General Fund monies to maintain the City's recycling program.

Recommendation

Staff recommends that the City Council choose Alternative 1, thereby accepting the 2017-2018 Seattle-King County Department of Public Health LHWMP Grant, and the 2017-2018 King County Solid Waste Division Grant substantially in the form as submitted.

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Public Health Seattle & King County 		COMMUNITY SERVICES AGREEMENT		PHSKC Agreement # 1275 EHS	
This Agreement is between King County and the Recipient identified below. The County department overseeing the work to be performed in this Agreement is the Department of Public Health (PHSKC).					
RECIPIENT NAME City of Des Moines			RECIPIENT FEDERAL TAX ID # 91-6016496		
RECIPIENT ADDRESS 21630 11th Ave. S, Suite "D" Des Moines, WA 98198			RECIPIENT CONTACT & EMAIL ADDRESS Laura Techico LTechico@desmoineswa.gov		
PHSKC DIVISION EHS			PROJECT TITLE Local Hazardous Waste Management Program		
AGREEMENT START DATE Jan 01 2017		AGREEMENT END DATE Dec 31 2018		AGREEMENT MAXIMUM AMOUNT \$25,717.28	
FUNDING DETAILS					
<u>Funding Source</u> County		<u>PHSKC Contract #</u>		<u>Amount</u> \$25,717.28	
<u>Effective Dates</u> Jan 01 2017 TO Dec 31 2018					
FUNDING SUMMARY FEDERAL: \$0		COUNTY: \$25,717.28		STATE: \$0	
OTHER: \$0					
IS THE RECIPIENT A SUBRECIPIENT FOR PURPOSES OF THIS AGREEMENT: No					
EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference: EXHIBIT A – SCOPE OF WORK EXHIBIT B – BUDGET EXHIBIT C – INVOICE					
In consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree that the Recipients shall provide services and comply with the requirements set forth in this Agreement. The parties signing below represent that they have read and understand this Agreement, and have the authority to execute this Agreement. Furthermore, in addition to agreeing to the terms and conditions provided herein, by signing this Agreement, the Recipient certifies that it has read and understands the Agreement requirements on the PHSKC website (http://www.kingcounty.gov/health/Agreements), and agrees to comply with all of the Agreement terms and conditions detailed on that site, including EEO/Nondiscrimination, HIPAA, Insurance, and Credentialing, as applicable.					
RECIPIENT SIGNATURE		PRINTED NAME AND TITLE		DATE SIGNED	
_____		_____		_____	
PHSKC SIGNATURE		PRINTED NAME AND TITLE		DATE SIGNED	
_____		_____		_____	

Approved as to Form: OFFICE OF THE KING COUNTY PROSECUTING ATTORNEY
 (This form is available in alternate formats for people with disabilities upon request.)

KING COUNTY TERMS AND CONDITIONS

1. Agreement Term and Termination

- A. This Agreement shall commence on the Agreement Start Date and shall terminate on the Agreement End Date as specified on page 1 of this Agreement, unless extended or terminated earlier, pursuant to the terms and conditions of the Agreement.
- B. This Agreement may be terminated by the County or the Recipient without cause, in whole or in part, prior to the Agreement End Date, by providing the other party thirty (30) days advance written notice of the termination. The Agreement may be suspended by the County without cause, in whole or in part, prior to the date specified in Subsection 1.A. above, by providing the Recipient thirty (30) days advance written notice of the suspension.
- C. The County may terminate or suspend this Agreement, in whole or in part, upon seven (7) days advance written notice in the event: (1) the Recipient materially breaches any duty, obligation, or service required pursuant to this Agreement, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Agreement is terminated by the County pursuant to this Subsection 1.C. (1), the Recipient shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Recipient, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Recipient shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Recipient by the County.

- D. If County or other expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Subsection 1.A., the County may, upon written notification to the Recipient, terminate or suspend this Agreement in whole or in part.

If the Agreement is terminated or suspended as provided in this Section: (1) the County will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination or suspension; and (2) in the case of termination the Recipient shall be released from any obligation to provide such further services pursuant to the Agreement ; and (3) in the case of suspension the Recipient shall be released from any obligation to provide services during the period of suspension and until such time as the County provides written authorization to resume services..

Funding or obligation under this Agreement beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in the Agreement. Should such appropriation not be approved, this Agreement will terminate at the close of the current appropriation year.

- E. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either party may have in the event that the obligations, terms, and conditions set forth in this Agreement are breached by the other party.

2. Compensation and Method of Payment

- A. The County shall reimburse the Recipient for satisfactory completion of the services and requirements specified in this Agreement, payable upon receipt and approval by the County of a signed invoice in substantially the form of the attached Invoice Exhibit, which complies with the attached Budget Exhibit.
- B. The Recipient shall submit an invoice and all accompanying reports as specified in the attached exhibits not more than 15 working days after the close of each indicated reporting period. The County shall make payment to the Recipient not more than 30 days after a complete and accurate invoice is received.

- C. The Recipient shall submit its final invoice and all outstanding reports within 30 days of the date this Agreement terminates. If the Recipient's final invoice and reports are not submitted by the day specified in this subsection, the County will be relieved of all liability for payment to the Recipient of the amounts set forth in said invoice or any subsequent invoice.
- D. When a budget is attached hereto as an exhibit, the Recipient shall apply the funds received from the County under this Agreement in accordance with said budget. The Agreement may contain separate budgets for separate program components. The Recipient shall request prior approval from the County for an amendment to this Agreement when the cumulative amount of transfers among the budget categories is expected to exceed 10% of the Agreement amount in any Agreement budget. Supporting documents necessary to explain fully the nature and purpose of the amendment must accompany each request for an amendment. Cumulative transfers between budget categories of 10% or less need not be incorporated by written amendment; however, the County must be informed immediately in writing of each such change.
- E. Should, in the sole discretion of the County, the Recipient not timely expend funds allocated under this Agreement, the County may recapture and reprogram any such under-expenditures unilaterally and without the need for further amendment of this Agreement. The County may unilaterally make changes to the funding source without the need for an amendment. The Recipient shall be notified in writing of any changes in the fund source or the recapturing or reprogramming of under expenditures.
- F. If travel costs are contained in the attached budget, reimbursement of Recipient travel, lodging, and meal expenses are limited to the eligible costs based on the following rates and criteria.
 - 1. The mileage rate allowed by King County shall not exceed the current Internal Revenue Service (IRS) rates per mile as allowed for business related travel. The IRS mileage rate shall be paid for the operation, maintenance and depreciation of individually owned vehicles for that time which the vehicle is used during work hours. Parking shall be the actual cost. When rental vehicles are authorized, government rates shall be requested. If the Recipient does not request government rates, the Recipient shall be personally responsible for the difference. Please reference the federal web site for current rates: <http://www.gsa.gov>.
 - 2. Reimbursement for meals shall be limited to the per diem rates established by federal travel requisitions for the host city in the Code of Federal Regulations, 41 CFR § 301, App.A. Please reference <http://www.gsa.gov> for the current host city per diem rates.
 - 3. Accommodation rates shall not exceed the federal lodging limit plus host city taxes. The Recipient shall always request government rates.
 - 4. Air travel shall be by coach class at the lowest possible price available at the time the County requests a particular trip. In general, a trip is associated with a particular work activity of limited duration and only one round-trip ticket, per person, shall be billed per trip. Any air travel occurring as part of a federal grant must be in accordance with the Fly America Act.

3. Internal Control and Accounting System

The Recipient shall establish and maintain a system of accounting and internal controls which complies with generally accepted accounting principles promulgated by the Financial Accounting Standards Board (FASB), the Governmental Accounting Standards Board (GASB), or both as is applicable to the Recipient's form of incorporation.

4. Debarment and Suspension Certification

Entities that are debarred, suspended, or proposed for debarment by the U.S. Government are excluded from receiving federal funds and contracting with the County. The Recipient, by signature

to this Agreement, certifies that the Recipient is not presently debarred, suspended, or proposed for debarment by any Federal department or agency. The Recipient also agrees that it will not enter into a sub-agreement with a Recipient that is debarred, suspended, or proposed for debarment. The Recipient agrees to notify King County in the event it, or a sub-awardee, is debarred, suspended, or proposed for debarment by any Federal department or agency.

5. Maintenance of Records/Evaluations and Inspections

- A. The Recipient shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all Agreement funds and compliance with this Agreement.
- B. In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section 13. below, the Recipient shall maintain the following:
 - 1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Agreement; and
 - 2. Records, including written quotes, bids, estimates or proposals submitted to the Recipient by all businesses seeking to participate on this Agreement, and any other information necessary to document the actual use of and payments to sub-awardees and suppliers in this Agreement, including employment records.

The County may visit the site of the work and the Recipient's office to review the foregoing records. The Recipient shall provide every assistance requested by the County during such visits and make the foregoing records available to the County for inspection and copying upon request. The Recipient shall provide right of access to its facilities—including those of any sub-awardee assigned any portion of this Agreement pursuant to Section 12—to the County, the state, and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Agreement. The County will give advance notice to the Recipient in the case of fiscal audits to be conducted by the County. The Recipient shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the Agreement documents. The Recipient shall inform the County in writing of the location, if different from the Recipient address listed on page one of this Agreement, of the aforesaid books, records, documents, and other evidence and shall notify the County in writing of any changes in location within ten (10) working days of any such relocation.

- C. The records listed in A and B above shall be maintained for a period of six (6) years after termination of this Agreement. The records and documents with respect to all matters covered by this Agreement shall be subject at all time to inspection, review, or audit by the County and/or federal/state officials so authorized by law during the performance of this Agreement and six (6) years after termination hereof, unless a longer retention period is required by law.
- D. Medical records shall be maintained and preserved by the Recipient in accordance with state and federal medical records statutes, including but not limited to RCW 70.41.190, 70.02.160, and standard medical records practice. If the Recipient ceases operations under this Agreement, the Recipient shall be responsible for the disposition and maintenance of such medical records.
- E. The Recipient agrees to cooperate with the County or its agent in the evaluation of the Recipient's performance under this Agreement and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56.

- F. The Recipient agrees that all information, records, and data collected in connection with this Agreement shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

6. Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The Recipient shall not use protected health information created or shared under this Agreement in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions. Recipient shall read and certify compliance with all HIPAA requirements at <http://www.kingcounty.gov/healthservices/health/partnerships/contracts>

7. Audits

- A. If the Recipient, for-profit or non-profit, receives in excess of ,000 in funds during its fiscal year from the County, it shall provide a fiscal year financial statement prepared by an independent Certified Public Accountant or Accounting Firm within six (6) months subsequent to the close of the Recipient's fiscal year.
- B. Additional audit or review requirements which may be imposed on the County will be passed on to the Recipient and the Recipient will be required to comply with any such requirements.

8. Corrective Action

If the County determines that a breach of Agreement has occurred, that is, the Recipient has failed to comply with any terms or conditions of this Agreement or the Recipient has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Recipient in writing of the nature of the breach;
- The Recipient shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Agreement into compliance, which date shall not be more than ten (10) days from the date of the Recipient's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- B. The County will notify the Recipient in writing of the County's determination as to the sufficiency of the Recipient's corrective action plan. The determination of sufficiency of the Recipient's corrective action plan shall be at the sole discretion of the County;
- C. In the event that the Recipient does not respond within the appropriate time with a corrective action plan, or the Recipient's corrective action plan is determined by the County to be insufficient, the County may commence termination or suspension of this Agreement in whole or in part pursuant to Section 1.C.;
- D. In addition, the County may withhold any payment owed the Recipient or prohibit the Recipient from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- E. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section 1., Subsections B, C, D, and E.

9. Dispute Resolution

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve the dispute under this section.

10. Hold Harmless and Indemnification

- A. In providing services under this Agreement, the Recipient is an independent contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Recipient shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Recipient, its employees, and/or others by reason of this Agreement. The Recipient shall protect, indemnify, defend and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Recipient's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Recipient of work, services, materials, or supplies by Recipient employees or other suppliers in connection with or support of the performance of this Agreement.

- B. The Recipient further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Agreement by the Recipient, its officers, employees, agents, and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Agreement pursuant to the Term and Termination section.
- C. The Recipient shall protect, defend, indemnify, and save harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Recipient, its officers, employees, sub-awardees and/or agents, in its performance and/or non-performance of its obligations under this Agreement. The Recipient agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Recipient, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Recipient.
- D. The County shall protect, defend, indemnify, and save harmless the Recipient, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the sole negligent acts or omissions of the County, its officers, employees, and/or agents, in its performance and/or non-performance of its obligations under this Agreement. The County agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the County, by mutual negotiation, hereby waives, as respects the Recipient only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the Recipient incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.
- E. Claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.
- F. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.

- G. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

11. Insurance Requirements

By the date of execution of this Agreement, the Recipient shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Recipient, its agents, representatives, employees, and/or sub-awardees. The costs of such insurance shall be paid by the Recipient or sub-awardee. The Recipient may furnish separate certificates of insurance and policy endorsements for each sub-awardee as evidence of compliance with the insurance requirements of this Agreement. The Recipient is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Recipient, its agents, employees, officers, sub-awardee, providers, and/or provider sub-awardees to comply with the insurance requirements stated herein shall constitute a material breach of this Agreement. Specific coverages and requirements are at <http://www.kingcounty.gov/healthservices/health/partnerships/contracts>; Recipients shall read and provide required insurance documentation prior to the signing of this Agreement.

12. Assignment/Sub-agreements

- A. The Recipient shall not assign or sub-award any portion of this Agreement or transfer or assign any claim arising pursuant to this Agreement without the written consent of the County. Said consent must be sought in writing by the Recipient not less than fifteen (15) days prior to the date of any proposed assignment.
- B. "Sub-agreement" shall mean any agreement between the Recipient and a sub-awardee or between sub-awardees that is based on this Agreement, provided that the term "sub-awardee" does not include the purchase of (1) support services not related to the subject matter of this Agreement, or (2) supplies.
- C. The Recipient shall include Sections 2.D., 2.E., 3, 4, 5, 6, 10.A., 10.B., 10.G., 12, 13, 14, 15, 16, 17, 23, 24, 25, and the Funder's Special Terms and Conditions, if attached, in every sub-agreement or purchase agreement for services that relate to the subject matter of this Agreement.
- D. The Recipient agrees to include the following language verbatim in every sub-agreement for services which relate to the subject matter of this Agreement:
- "Sub-awardee shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of sub-awardee, its officers, employees, and/or agents in connection with or in support of this Agreement. Sub-awardee expressly agrees and understands that King County is a third party beneficiary to this Agreement and shall have the right to bring an action against sub-awardee to enforce the provisions of this paragraph."

13. Nondiscrimination; Equal Employment Opportunity; Payment of a Living Wage

The Recipient shall comply with all applicable federal, state and local laws regarding discrimination, including those set forth in this Section.

- A. During performance of the Agreement, the Recipient agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification. The Recipient will make equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Additional requirements are at

<http://www.kingcounty.gov/healthservices/health/partnerships/contracts>; Recipients shall read and certify compliance.

B. Requirements of King County Living Wage Ordinance

In accordance with King County Ordinance 17909, as a condition of award for agreements beginning on or after April 1, 2015, for services with an initial or amended value of ,000 or more, the Recipient agrees that it shall pay and require all sub-awardees and subcontractors to pay a living wage as described in the ordinance to employees for each hour the employee performs a Measurable Amount of Work on this Agreement. The requirements of the ordinance, including payment schedules, are detailed at <http://www.kingcounty.gov/operations/procurement/Resources/ordinance-17909.aspx>.

Violations of this requirement may result in disqualification of the Recipient from bidding on or being awarded a County agreement or contract for up to two years; contractual remedies including, but not limited to, liquidated damages and/or termination of the Agreement; remedial action as set forth in public rule; and other civil remedies and sanctions allowed by law. For purposes of this Section, a "Measurable Amount of Work" is defined as a definitive allocation of an employee's time that can be attributed to work performed under this Agreement, but that is not less than a total of one hour in any one week period.

14. Conflict of Interest

- A. The Recipient agrees to comply with applicable provisions of K.C.C. 3.04. Failure to comply with such requirements shall be a material breach of this Agreement, and may result in termination of this Agreement pursuant to Section II and subject the Recipient to the remedies stated therein, or otherwise available to the County at law or in equity.
- B. The Recipient agrees, pursuant to KCC 3.04.060, that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any county official or employee. The Recipient acknowledges that if it is found to have violated the prohibition found in this paragraph, its current Agreements with the county will be cancelled and it shall not be able to bid on any county Agreement for a period of two years.
- C. The Recipient acknowledges that for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in an agreement or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Recipient shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Agreement. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Agreement. After Agreement award, the Recipient is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Agreement any time during the term of the Agreement.

15. Equipment Purchase, Maintenance, and Ownership

- A. The Recipient agrees that any equipment purchased, in whole or in part, with Agreement funds at a cost of ,000 per item or more, when the purchase of such equipment is reimbursable as an Agreement budget item, is upon its purchase or receipt the property of the County and/or federal/state government. The Recipient shall be responsible for all such property, including the proper care and maintenance of the equipment.
- B. The Recipient shall ensure that all such equipment will be returned to the County or federal/state government upon termination of this Agreement unless otherwise agreed upon by the parties.

16. Proprietary Rights

The parties to this Agreement hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. The County agrees to and does hereby grant to the Recipient, irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Agreement.

The foregoing products license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Recipient which are modified for use in the performance of this Agreement.

The foregoing provisions of this section shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Recipient that are not modified for use in the performance of this Agreement.

17. Political Activity Prohibited

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

18. King County Recycled Product Procurement Policy

In accordance with King County Code 18.20, the Recipient shall use recycled paper, and both sides of sheets of paper whenever practicable, when submitting proposals, reports, and invoices, if paper copies are required.

19. Future Support

The County makes no commitment to support the services awarded for herein and assumes no obligation for future support of the activity awarded herein except as expressly set forth in this Agreement.

20. Entire Agreement/Waiver of Default

The parties agree that this Agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

21. Amendments

Either party may request changes to this Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement. Changes to the County's Agreement numbering system or fund source may be made unilaterally by the County and without the need for amendment of this Agreement. The Recipient shall be notified in writing of any changes in the Agreement number or fund source assigned by the County; provided, however, that the total compensation allocated by the County through this Agreement does not change.

22. Notices

Whenever this Agreement provides for notice to be provided by one party to another, such notice shall be in writing and directed to the chief executive office of the Recipient and the project representative of the County department specified on page one of this Agreement. Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

23. Services Provided in Accordance with Law and Rule and Regulation

The Recipient and any sub-awardee agree to abide by the laws of the state of Washington, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Agreement, all of which are incorporated herein by reference.

In the event that there is a conflict between any of the language contained in any exhibit or attachment to this Agreement, the language in the Agreement shall have control over the language contained in the exhibit or the attachment, unless the parties affirmatively agree in writing to the contrary.

24. Applicable Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for King County, Washington.

25. Electronic Processing and Signatures

The parties agree that this Agreement may be processed and signed electronically, which if done so, will be subject to additional terms and conditions found at <https://www.docusign.com/company/terms-of-use>.

The parties acknowledge that they have consulted with their respective attorneys and have had the opportunity to review this Agreement. Therefore, the parties expressly agree that this Agreement shall be given full force and effect according to each and all of its express terms and provisions and the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

The parties executing this Agreement electronically have authority to sign and bind its represented party to this Agreement.

26. No Third Party Beneficiaries

Except for the parties to whom this Agreement is assigned in compliance with the terms of this Agreement, there are no third party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any person or entity that is not a party hereto.

END OF COUNTY TERMS AND CONDITIONS

EXHIBIT A SCOPE OF WORK

**CITY OF DES MOINES
1/1/2017-12/31/2018**

Background

The Local Hazardous Waste Management Plan (hereafter referred to as the “Plan”) as updated in 1997 and 2010, was adopted by the partner agencies (the King County Solid Waste Division, the Seattle Public Utilities, the King County Water and Land Resources Division, and the Seattle-King County Department of Public Health) and the cities located in King County. The Washington State Department of Ecology in accordance with RCW 70.105.220 subsequently approved the Plan. The City is an active and valued partner in the regional Local Hazardous Waste Management Program (hereafter referred to as the “Program”).

The purpose of this Exhibit is to define the relationship associated with the Program’s funding of City activities performed under the auspices of the Plan and as approved by the Program’s Management Coordination Committee (hereinafter referred to as the “MCC”). This Agreement further defines the responsibilities of the City and the Seattle-King County Department of Public Health with respect to the transfer of Program monies.

Scope of Work

The City of Des Moines will organize four citywide household hazardous waste collection and recycling events. At these events the following materials will be collected and recycled: motor oil, motor oil filters, petroleum based products, antifreeze, batteries, CFC appliances and other materials if determined to be cost effective.

Responsibilities of the Parties

The City

1. The City shall develop and submit project proposals and budget requests to the Program’s Contract Administrator. Funds provided to the City by the Program pursuant to this Contract shall be used to implement hazardous waste programs and/or services as approved by the MCC.
2. The City shall submit timely reimbursement requests as negotiated with the Contract Administrator. For reimbursement, the City shall submit the following to the Contract Administrator:
 - a) An invoice (see Exhibit C). Invoices should be sent to the Contract Administrator for approval and payment.
 - b) A brief description of activity accomplished and funds expended in accordance with the scope of work.

- c) Copies of invoices for expenditures or a financial statement prepared by the City's finance department. The financial statement should include vendor names, a description of services provided, date paid and a check or warrant number.
3. The City shall notify the Contract Administrator no later than December 15th regarding the amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.
 4. It is the responsibility of the City to comply with all applicable county, state and/or federal reporting requirements with respect to the collection and transfer of moderate risk wastes. The City shall report to the Contract Administrator the quantity, by type, of moderate risk waste collected using Program funds. The City shall also provide the Contract Administrator with copies of EPA's Non-Hazardous Waste Manifest or similar form, associated with the transport of moderate risk waste collected through Program-funded events.
 5. The City is solely responsible for any and all spills, leaks or other emergencies arising at the facilities associated with the City's events or in any other way associated with activities conducted within the scope of this Contract. In the event of a spill or other emergency, the City is responsible for complying with all applicable laws and regulations.
 6. The City agrees to appropriately acknowledge the Program in all media produced – in part or in whole – with Program funds. Where feasible, the City will use the Program's logo. The intent of this provision is to further strengthen this regional partnership in the public's mind.
 7. The City agrees to provide the Program with copies of all media material produced for local hazardous waste management events or activities that have been funded by the Program. The City also agrees to allow the Program to reproduce media materials created with Program money provided that the Program credits the City as the originator of that material.
 8. This project shall be administered by Laura Techico at the City of Des Moines, 21630 11th Ave. S, Suite "D", Des Moines, at (206) 870-6595, (ltechico@desmoineswa.gov) or her designee.
 9. Questions or concerns regarding any issue associated with this Exhibit that cannot be handled by the Contract Administrator should be referred to the LHWMP Program Director for resolution.

Seattle-King County Department of Public Health

1. The Seattle-King County Department of Public Health shall administer, via the attached Contract, the transfer of Program funds to the City for hazardous waste management events and activities.
2. Within ten (10) working days of receiving a request for reimbursement from the City, the Contract Administrator shall either notify the City of any exceptions to the request which have been identified or shall process the request for payment. If any exceptions to the request are made, this shall be done by written notification to the City providing the reason for such exception. The Contract Administrator will not authorize payment for activities and/or expenditures that are not included in the scope of work, unless the scope has been amended. The Contract Administrator retains the right to withhold all or partial payment if the City's invoices are incomplete (e.g. they do not include proper documentation of expenditures for

which reimbursement is being requested) or are not consistent with the submitted scope of work.

Program Contacts

Lynda Ransley
LHWMP Program Director
150 Nickerson Street, Suite 204
Seattle, WA 98109
206-263-8241
lynda.ransley@kingcounty.gov

Paul Shallow
LHWMP Contract Administrator
401 Fifth Avenue, Suite 1100
Seattle, WA 98104
206-263-8487
paul.shallow@kingcounty.gov

EXHIBIT B**2017-2018 BUDGET****LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM**

City of Des Moines
 21630 11th Ave S, Suite "D"
 Des Moines, WA 98198

Component Description	2017-2018 Budget	Total
Household Hazardous Waste Education		
Household Hazardous Waste Collection	\$25,717.28	\$25,717.28
TOTAL	\$25,717.28	\$25,717.28

Footnote: The 2017-2018 budget can be partly or totally spent in either 2017 and/or 2018 but cannot exceed the budget total in these two years.

Public Health

Seattle & King County



INVOICE

Contract Number: 1275
 Exhibit: C
 Contract Period of Performance: 1/1/17-12/31/18

City of Des Moines
 21630 11th Ave., S, Suite "D",
 Des Moines WA 98198
 Invoice Processing Contact: Laura Techico
 (206) 870-6595
LTechico@desmoineswa.gov

Submit signed hardcopy invoice to:
 Paul Shallow
 Local Hazardous Waste Management Program
 Public Health - Seattle & King County
 401 5th Ave., Suite 1100
 Seattle, WA 98104

Invoice for services rendered under this
 contract for the period of:

Start Date	End Date
1/1/17	12/31/18
MM/DD/YY	

ALL FIELDS MUST BE COMPLETED FOR PROMPT PAYMENT PROCESSING

King County Accounts Payable Information

Purchase Order # _____
 Supplier Name City of Des Moines
 Supplier # 1270
 Supplier Pay Site City of Des Moines
 Remit to Address _____

 Invoice Date _____
 Invoice # _____
 Amount to be Paid _____
 Note to AP _____
 Payment Type (Circle One) CHECK or ACH
 Print on Remittance _____
 PH Program name & phone Paul Shallow (206) 263-8487

Project	Organization	Expend Acct	Task	Award	DPH Acct	CPA	CFDA	Amount

Attach sheet for multiple POETAs

Expenditure Item	2017-18 Budget	Previously Billed	Current	Cumulative	Balance
HHW Education					
HHW Collection	\$25,717.28				\$25,717.28
Total	\$25,717.28				\$25,717.28

I, the undersigned, do hereby certify under the laws of the State of Washington penalty of perjury, that this is a true and correct claim for reimbursement services rendered. I understand that any false claims, statements, documents, or concealment of material fact may be prosecuted under applicable Federal and State laws. This certification includes any attachments which serve as supporting documentation to this reimbursement request.

Subrecipient Signed _____ Date _____

PH Authorization / Approval _____ Date _____

Print Name _____

For Public Health Use Only					
	Received	Entered	CM/PM Review	FM Review	Official Copy Rcvd
Date					
Initial					

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CONTRACT # 5902760**INTERAGENCY AGREEMENT FOR 2017 and 2018****Between****KING COUNTY and the CITY OF DES MOINES**

This two-year Interagency Agreement "Agreement" is executed between King County, a Charter County and political subdivision of the State of Washington, and the City of Des Moines, a municipal corporation of the State of Washington, hereinafter referred to as "County" and "City" respectively. Collectively, the County and City will be referred to as "Party" or "Parties."

PREAMBLE

King County and the City of Des Moines adopted the 2001 King County Comprehensive Solid Waste Management Plan, which includes waste reduction and recycling goals. In order to help meet these goals, the King County Solid Waste Division has established a waste reduction and recycling grant program for the cities that operate under the King County Comprehensive Solid Waste Management Plan. This program provides funding to further the development and/or enhancement of local waste reduction and recycling projects and for broader resource conservation projects that integrate with waste reduction and recycling programs and services. This grant program does not fund household hazardous waste collection activities. Program eligibility and grant administration terms are discussed in the Grant Guidelines, attached to this Agreement as Exhibit B. Grant funding for this program is subject to the budget approval process of the King County Council.

Grant funding approved by the King County Council is available to all King County cities that operate under the King County Comprehensive Solid Waste Management Plan. The City will spend its grant funds to fulfill the terms and conditions set forth in the scope of work which is attached hereto as Exhibit A and incorporated herein by reference. The County expects that any information and/or experience gained through the grant program by the City will be shared with the County and other King County cities.

I. PURPOSE

The purpose of this Agreement is to define the terms and conditions for funding to be provided to the City of Des Moines by the County for waste reduction and recycling programs and/or services as outlined in the scope of work and budget attached as Exhibit A.

II. RESPONSIBILITIES OF THE PARTIES

The responsibilities of the Parties to this Agreement shall be as follows:

A. The City

1. Funds provided to the City by the County pursuant to this Agreement shall be used to provide waste reduction and recycling programs and/or services as outlined in Exhibit A. The total amount of funds available from this grant in 2017 and 2018 shall not exceed \$39,332.
2. This Agreement provides for distribution of 2017 and 2018 grant funds to the City. However, grant funds are not available until January 1, 2017.
3. During this two-year grant program, the City will submit a minimum of two, but no more than eight (8), progress reports to the County in a form approved by the County. Reports must be signed by a City official. These reports will include:
 - a. a description of each activity accomplished pertaining to the scope of work; and
 - b. reimbursement requests with both a Budget Summary Report Form which is attached hereto as Exhibit D and incorporated herein by reference, and an Expense Summary Form which is attached hereto as Exhibit E and incorporated herein by reference, unless the City has a spreadsheet similar to the Expense Summary form already in use, in which case the City is free to use that spreadsheet instead of the Expense Summary Form. The City will submit the form or similar spreadsheet and not submit backup documentation for grant expenses. If backup documentation is submitted, SWD will not retain it. The city shall maintain this documentation in its records.

If the City chooses to submit up to the maximum of eight (8) progress reports and requests for reimbursement during the two-year grant program, they shall be due to the County on the last day of the month following the end of each quarter - April 30, July 30, October 31, January 31 - except for the final progress report and request for reimbursement which shall be due by March 31, 2019.

If the City chooses to submit the minimum of two progress reports and requests for reimbursement during the two-year grant program, they shall be due to the County by January 31, 2018 and March 31, 2019.

Regardless of the number of progress reports the City chooses to submit, in order to secure reimbursement, the City must provide in writing to the County by the 5th working day of January 2018 and January 2019, the dollar amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.

4. The City shall submit a final report to the County which summarizes the work completed under the grant program and evaluates the effectiveness of the projects for which grant funds were utilized, according to the evaluation methods specified in the scope of work. The final report is due within six (6) months of completion of the project(s) outlined in the scope of work, but no later than June 30, 2019.

5. If the City accepts funding through this grant program for the provision of waste reduction and recycling programs and projects for other incorporated areas of King County, the City shall explain the relationship with the affected adjacent city or cities that allows for acceptance of this funding and the specifics of the proposed programs and projects within the scope of work document related thereto.
6. The City shall be responsible for following all applicable Federal, State and local laws, ordinances, rules and regulations in the performance of work described herein. The City assures that its procedures are consistent with laws relating to public contract bidding procedures, and the County neither incurs nor assumes any responsibility for the City's bid, award or contracting process.
7. During the performance of this Agreement, neither the City nor any Party subcontracting under the authority of this Agreement shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or presence of any sensory, mental, or physical handicap in the employment or application for employment or in the administration or delivery of or access to services or any other benefits under this Agreement as defined by King County Code, Chapter 12.16.
8. During the performance of this Agreement, neither the City nor any Party subcontracting under the authority of this Agreement shall engage in unfair employment practices as defined by King County Code, Chapter 12.18. The City shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.
9. The City shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Agreement. The City shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical.
10. The City shall maintain accounts and records, including personnel, financial, and programmatic records, and other such records as may be deemed necessary by the County, to ensure proper accounting for all project funds and compliance with this Agreement. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and service provided in the performance of this Agreement.

These records shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the State Archivist in accordance with RCW Chapter 40.14. These accounts shall be subject to inspection, review or audit by the County and/or by federal or state officials as so authorized by law.
11. The City shall maintain a record of the use of any equipment that costs more than \$1,000 and is purchased with grant funds from King County for a total period of three (3) years. The records shall be compiled into a yearly evaluation report, a copy of which shall be submitted to King County by March 31 of each year through the year 2021.

12. The City agrees to credit King County on all printed materials provided by the County, which the City is duplicating, for distribution. Either King County's name and logo must appear on King County materials (including fact sheets, case studies, etc.), or, at a minimum, the City will credit King County for artwork or text provided by the County as follows: "artwork provided courtesy of King County Solid Waste Division" and/or "text provided courtesy of King County Solid Waste Division."
13. The City agrees to submit to the County copies of all written materials which it produces and/or duplicates for local waste reduction and recycling projects which have been funded through the waste reduction and recycling grant program. Upon request, the City agrees to provide the County with a reproducible copy of any such written materials and authorizes the County to duplicate and distribute any written materials so produced, provided that the County credits the City for the materials.
14. The City will provide the King County Project Manager with the date and location of each Recycling Collection Event provided by the City, as well as copies of any printed materials used to publicize each event, as soon as they are available but no later than thirty (30) days prior to the event. If there is any change in the date or the location of an event, the City will notify the County a minimum of thirty (30) days prior to the event. If the event brochure is required for admission to the City's event, the City is exempt from having to provide the brochure to King County.
15. If the City accepts funding through this grant program for the provision of recycling collection events for adjacent areas of unincorporated King County, the City shall send announcements of the events to all residences listed in the agreed upon areas listed in Attachment A. The announcements and all other printed materials related to these events shall acknowledge King County as the funding source.
16. This project shall be administered by Laura Techico, Land Use Planner, City of Des Moines, or designee.

B. The County:

1. The County shall administer funding for the waste reduction and recycling grant program. Funding is designated by city and is subject to the King County Council's budget approval process. Provided that the funds are allocated through the King County Council's budget approval process, grant funding to the City will include a base allocation of \$10,000 per year with the balance of funds to be allocated according to the City's percentage of King County's residential and employment population. However, if this population based allocation formula calculation would result in a city receiving less than \$10,000 per year, that city shall receive an additional allocation that would raise their total grant funding to \$10,000 per year.

2. The City of Des Moines's budgeted grant funds for 2017-2018 are \$39,332.
3. Within forty-five (45) days of receiving a request for reimbursement from the City, the County shall either notify the City of any exceptions to the request which have been identified or shall process the request for payment. If any exceptions to the request are made, this shall be done by written notification to the City providing the reason for such exception. The County will not authorize payment for activities and/or expenditures which are not included in the scope of work and budget attached as Exhibit A, unless the scope has been amended according to Section V of this Agreement. King County retains the right to withhold all or partial payment if the City's report(s) and reimbursement request(s) are incomplete (i.e., do not include proper documentation of expenditures and/or adequate description of each activity described in the scope of work for which reimbursement is being requested), and/or are not consistent with the scope of work and budget attached as Exhibit A.
4. The County agrees to credit the City on all printed materials provided by the City to the County, which the County duplicates, for distribution. Either the City's name and logo will appear on such materials (including fact sheets, case studies, etc.), or, at a minimum, the County will credit the City for artwork or text provided by the City as follows: "artwork provided courtesy of the City of Des Moines" and/or "text provided courtesy of the City of Des Moines."
5. The County retains the right to share the written material(s) produced by the City which have been funded through this program with other King County cities for them to duplicate and distribute. In so doing, the County will encourage other cities to credit the City on any pieces that were produced by the City.
6. The waste reduction and recycling grant program shall be administered by Lucy Auster, Project Manager, King County Solid Waste Division, or designee.

III. DURATION OF AGREEMENT

This Agreement shall become effective on either January 1, 2017 or the date of execution of the Agreement by both the County and the City, if executed after January 1, 2017, and shall terminate on June 30, 2019. The City shall not incur any new charges after December 31, 2018. However, if execution by either Party does not occur until after January 1, 2017, this Agreement allows for disbursement of grant funds to the City for County-approved programs initiated between January 1, 2017 and the later execution of the Agreement provided that the City complies with the reporting requirements of Section II.A of the Agreement.

IV. TERMINATION

- A. This Agreement may be terminated by King County, in whole or in part, for convenience without cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice.
- B. This Agreement may be terminated by either Party, in whole or in part, for cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice. Reasons for termination for cause may include but not be limited to: nonperformance; misuse of funds; and/or failure to provide grant related reports/invoices/statements as specified in Section II.A.3. and Section II.A.4.
- C. If the Agreement is terminated as provided in this section: (1) the County will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and (2) the City shall be released from any obligation to provide further services pursuant to this Agreement.
- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either Party may have in the event that the obligations, terms and conditions set forth in this Agreement are breached by the other Party.

V. AMENDMENTS

This Agreement may be amended only by written agreement of both Parties. Amendments to scopes of work will only be approved if the proposed amendment is consistent with the most recently adopted King County Comprehensive Solid Waste Management Plan. Funds may be moved between tasks in the scope of work, attached as Exhibit A, only upon written request by the City and written approval by King County. Such requests will only be approved if the proposed change(s) is (are) consistent with and/or achieves the goals stated in the scope and falls within the activities described in the scope.

VI. HOLD HARMLESS AND INDEMNIFICATION

The City shall protect, indemnify, and hold harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or issues whatsoever occurring from actions by the City and/or its subcontractors pursuant to this Agreement. The City shall defend at its own expense any and all claims, demands, suits, penalties, losses, damages, or costs of any kind whatsoever (hereinafter "claims") brought against the County arising out of or incident to the City's execution of, performance of or failure to perform this Agreement. Claims shall include but not be limited to assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

VII. INSURANCE

- A. The City, at its own cost, shall procure by the date of execution of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of work pursuant to this Agreement by the City, its agents, representatives, employees, and/or subcontractors. The minimum limits of this insurance shall be \$1,000,000 general liability insurance combined single limit per occurrence for bodily injury, personal injury, and property damage. If the policy has an aggregate limit, a \$2,000,000 aggregate shall apply. Any deductible or self-insured retentions shall be the sole responsibility of the City. Such insurance shall cover the County, its officers, officials, employees, and agents as additional insureds against liability arising out of activities performed by or on behalf of the City pursuant to this Agreement. A valid Certificate of Insurance and additional insured endorsement is attached to this Agreement as Exhibit C, unless Section VII.B. applies.
- B. If the Agency is a Municipal Corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a written acknowledgement of self-insurance is attached to this Agreement as Exhibit C.
- C. If the Agency is a Municipal Corporation or an agency of the State of Washington and is a member of the Washington Cities Insurance Authority (WCIA), a written acknowledgement/certification of current membership is attached to this Agreement as Exhibit C.

VIII. ENTIRE CONTRACT/WAIVER OF DEFAULT

This Agreement is the complete expression of the agreement of the County and City hereto, and any oral or written representations or understandings not incorporated herein are excluded. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

IX. TIME IS OF THE ESSENCE

The County and City recognize that time is of the essence in the performance of this Agreement.

X. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this Agreement is, for any reason, found to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions.

XI. NOTICE

Any notice required or permitted under this Agreement shall be d sufficiently given or served if sent to the King County Solid Waste Division and the City at the addresses provided below:

Lucy Auster, Project Manager, or a provided designee
 King County Solid Waste Division
 Department of Natural Resources and Parks
 201 South Jackson Street, Suite 701
 Seattle, WA 98104-3855

If to the City:

Laura Techico, Land Use Planner, or a provided designee
 City of Des Moines
 21630 11th Avenue South, Suite D
 Des Moines, WA 98198

IN WITNESS WHEREOF this Agreement has been executed by each Party on the date set forth below:

City

 (Title)

 Date

King County

BY _____

Pat D. McLaughlin, Director
 Solid Waste Division

For Dow Constantine, King County Executive

 Date

Exhibit A
King County Waste Reduction and Recycling Grant Program
City of Des Moines
2017/18 Scope of Work

A. Basic Information

1. City of Des Moines
2. Grant project manager: Laura Techico
Land Use Planner
City of Des Moines
21630 11th Ave S, Suite "D"
Des Moines, WA 98198
Tel - (206) 870-6595
Fax - (206) 870-6544
Email - ltechico@desmoineswa.gov
3. Contractor name: Olympic Environmental Resources
4715 SW Walker Street
Seattle, WA 98116
TEL - (206) 938-8262
Email – pauldevine@msn.com
4. 2017/18 Budget: \$39,331.00

B. Scope of Work

1. Task One: Recycling Collection Events

A. Schedule - Spring and Fall, 2017/18

B. Task Activities

- Total Number of Recycling Collection Events – Four
- Materials to be collected:
 - Appliances
 - Refrigerators and Freezers+
 - Ferrous Metals
 - Non-ferrous Metals
 - Electronic Equipment
 - Mattresses
 - Styrofoam
 - Tires+

- Lead Acid Batteries
- Household Batteries
- Porcelain Toilets and Sinks+
- Propane Tanks+
- Mattresses+
- Cardboard
- Reusable Household Goods
- Textiles
- Used Motor Oil
- Used Motor Oil Filters
- Used Antifreeze
- Used Petroleum Based Products
- Bulky Yard Debris
- Clean Scrap Wood
- +User fees may apply

- The following educational materials will be distributed:
 - Information on City Recycling Programs.
 - Educational Materials produced by King County Department of Natural Resources and Local Hazardous Waste Management Plan.
 - Other educational materials as appropriate.
- Event promotional methods
 - This event will be coordinated with King County and flyers will be sent to Des Moines households.
 - Distributing a promotional flyer through direct mailings.
 - By notices in City newsletters (whenever possible).
 - By posting a notice at City Hall and on the City cable channel and City web site (if available).
 - By publicizing the event through the King County Solid Waste Division Promotional Activities.

C) Task evaluation. Event reports will include:

- Number of vehicles attending
- Volume of each material collected
- Event cost by budget category
- Event comments
- Graphic or tabular comparison of 2017/18 volumes and vehicles with prior year's events

D) Task Budget: \$31,000.00

Estimated Costs	2017/18	2017	2017	2017	2018	TOTAL
	WRR	LHWMP	CPG	WRR	WRR	
City Staff Costs						
Project Administration	\$3,100.00	\$1,285.64	\$1,100.00	\$1,550.00	\$1,550.00	\$5,485.64
Consultant and Contract Services						
Event Management, Staffing, Reporting, and Graphics*	\$7,400.00	\$4,320.00	\$3,935.00	\$3,700.00	\$3,700.00	\$15,655.00
Event Staff Costs**	\$3,600.00	\$880.00	\$1,800.00	\$1,800.00	\$1,800.00	\$6,280.00
Collection/Hauling Costs	\$0.00					
Wood Waste	\$1,000.00	\$0.00	\$600.00	\$500.00	\$500.00	\$1,600.00
Scrap Metal, Appliances, etc.	\$3,000.00	\$0.00	\$1,500.00	\$1,500.00	\$1,500.00	\$4,500.00
Tires	\$3,400.00	\$0.00	\$0.00	\$1,700.00	\$1,700.00	\$3,400.00
Used Oil/Antifreeze	\$0.00	\$2,300.00	\$0.00	\$0.00	\$0.00	\$2,300.00
Batteries	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
Styrofoam	\$800.00	\$0.00	\$600.00	\$400.00	\$400.00	\$1,400.00
Other Material Costs	\$800.00	\$30.00	\$300.00	\$400.00	\$400.00	\$1,130.00
Printing/Mailing	\$4,000.00	\$2,400.00	\$2,000.00	\$2,000.00	\$2,000.00	\$8,400.00
Event Supplies	\$1,800.00	\$314.00	\$0.00	\$900.00	\$900.00	\$2,114.00
Other Expenses - rentals, etc	\$2,100.00	\$329.00	\$0.00	\$1,050.00	\$1,050.00	\$2,429.00
TOTALS	\$31,000.00	\$12,858.64	\$11,835.00	\$15,500.00	\$15,500.00	\$55,693.64

NOTE: Contractor will handle flyer printing and mailing and obtain event supplies.

Hourly rates for City staff are \$50.00 per hour. Hourly rates for consultants are as follows:

Project Manager - \$70.00* and Event Staff - \$55.00**.

E) Task Performance Objectives:

The City plans to send out approximately 8,300 promotional flyers to Des Moines single family households per event and publicize the event through King County promotional activities, including County websites and telephone assistance. The City anticipates collecting 70-90 tons of material from the local waste stream each year.

The benefits expected by the collection of these materials will be to divert them from the waste stream and process them for recycling. The event will also provide an opportunity to recycle moderate risk waste. The King County Health Department and Washington State Department of Ecology will pay for event expenses as well.

F) Task Impact Objectives/Evaluation:

By hosting Recycling Collection Events, Des Moines can reduce the amount of recyclable material finding their way to the local landfill. The Cities of Des Moines has a population of approximately 30,600. The City expects, based on past events, that 800-950 households will actively participate each year by bringing recyclable materials to the event for proper disposal and recycling. This will result in 70-90 tons of material diverted from the local waste stream for recycling each year.

In addition to diverting materials from the City waste stream, attracting residents to events provides an opportunity to distribute educational material on City and King County recycling programs. The educational materials can enhance the knowledge of residents and improve behavior in purchase, handling, and disposal of recyclable materials.

2. Task Two: Business Recycling Events

A) Task Schedule: Summer, 2017/18

B) Task Activities:

- Total Number of Business Recycling Events – Two
- Task Description - The City will implement Business Recycling Events in conjunction with the City of Normandy Park. The event will be held on a summer weekday at a central location in Des Moines or Normandy Park.
- Materials to be collected:
 - Clean Scrap Wood/Pallets
 - Electronic/Computer Equipment
 - Computer Monitors+
 - TV Sets+
 - Refrigerators and Freezers+
 - Office Recyclables/Cardboard
 - Toner Cartridges
 - Cellular phones
 - Plastics
 - Paper Shredding
 - Other materials if feasible

+User fees apply
- The following educational materials will be distributed:
 - Information on City Recycling Programs.
 - Educational Materials produced by King County Department of Natural Resources and Local Hazardous Waste Management Plan.
 - Other educational materials as appropriate.
- Event promotional methods
 - Distributing a promotional flyer through direct mailings.
 - By notices in City/community newsletters/and local newspapers (whenever possible).
 - By posting a notice at City Hall and on the City cable channel and web site (if available).

By publicizing the event through the King County Solid Waste Division Promotional Activities.
- Task evaluation. Event reports will include:
 - Number of vehicles attending

- Volume of each material collected
- Event cost by budget category
- Event comments
- Graphic or tabular comparison of 2017/18 volumes and vehicles with prior year's events

C) Task Budget: \$8,331.00

ESTIMATED COSTS	2017 Cost	2018 Cost	2017/18 Total
Staff Cost	\$415.00	\$415.00	\$830.00
Administration and Supplies	\$45.00	\$45.00	\$90.00
Consultant and Contractor Services	\$3,305.50	\$3,305.50	\$6,611.00
Flyer - Printing and Distribution Costs	\$400.00	\$400.00	\$800.00
Total	\$4,165.50	\$4,165.50	\$8,331.00

NOTE: Hourly rates for City staff are \$50.00 per hour. Hourly rates for consultants are as follows: project manager - \$70.00 and event staff - \$55.00.

E) Task Performance Objectives:

The City plans to send out approximately 1,300 promotional flyers to Des Moines businesses per event and publicize the event through King County promotional activities, including County websites and telephone assistance. The City anticipates collecting 3-5 tons of material from the Des Moines businesses waste stream over a two-year period. The benefits expected by the collection of these materials will be to divert them from the waste stream and process them for recycling.

F) Task Impact Objectives/Evaluation:

By hosting Business Collection Events, Des Moines can reduce the amount of recyclable material finding their way to the local landfill. The City of Des Moines has an employee population of approximately 6,000. The City expects that 100-124 businesses will actively participate each year by bringing recyclable materials to the event for proper disposal and recycling. This will result in 3-5 tons of material diverted from the local waste stream for recycling.

In addition to diverting materials from the City waste stream, attracting business to events provides an opportunity to distribute educational material on City and King County recycling programs. The educational materials can enhance the knowledge of business and improve behavior in purchase, handling, and disposal of recyclable materials.

Exhibit B**2017-2018 Grant Guidelines****Program Eligibility:**

Grant funds may be used for a variety of Waste Reduction & Recycling (WR/R)-related programs, including residential and commercial waste reduction and recycling education programs, business assistance programs, and special recycling events. Cities may also use their funds on broader resource conservation programs, as long as they are part of an overall WR/R program. Cities may choose to use their funding on one program or a combination of programs. For WR/R program ideas, please refer to the lists below.

Please note these lists are not exhaustive, but merely intended to provide some guidance on what is/isn't eligible. Cities may also refer to the currently adopted King County Comprehensive Solid Waste Management Plan for direction in program development. If you are unsure if your proposed program is eligible for funding, please contact Lucy Auster at 206-477-5268 or lucy.auster@kingcounty.gov.

Eligible for funding:

- School WR/R education/implementation programs
- Kitchen food waste composting programs
- Reusable bag promotions
- Yard waste subscription promotions
- Outreach at community events
- Promoting new and existing WR/R programs through media, mail, and social networking
- Business recognition programs
- Recycling Collection Events (RCEs), including collection of tires and mattresses
- Household battery collection and recycling (no lead-acid batteries)
- Business and residential WR/R education and communications
- Product stewardship initiatives - could be education programs or working with other agencies/organizations/businesses to implement programs
- City recycling programs and facilities
- Videos promoting WR/R programs

The following are eligible for funding on a case-by-case basis, as long as part of an overall WR/R program. However, the County would not provide reimbursement if, for example, all of a city's grant dollars were used to sell/give away rain barrels or distribute compact fluorescent light bulbs.

- Water conservation - i.e. rain barrels
- Energy conservation
- Water quality: integrated pest management; catch basin filters
- Demonstration gardens; interpretive signage; recycled-content park furnishings

The following are not eligible for funding:

- Collection of garbage, except for residual garbage related to the collection of recyclables.
- Collection of any household hazardous waste items including, but not limited to:
 - > Treated wood
 - > Paint
 - > Lead acid batteries
 - > Oil, gasoline, and antifreeze
 - > Fluorescent lights
- Household Hazardous Waste (HHW) education programs

Cities should pursue funding for HHW collection or education programs through the King County Local Hazardous Waste Management Program (LHWMP) or the Washington State Department of Ecology Coordinated Prevention Grant (CPG) Program.

Grant Administration:

Requests for Reimbursement:

Cities may choose to submit one request for reimbursement per year during the funding cycle, due no later than March 20, 2018 and March 19, 2019. However, cities may submit requests for reimbursement as frequently as quarterly. The Budget Summary Report Form (Attachment A) must be used when submitting requests for reimbursement.

By the 5th working day of January 2017 and January 2018, cities must notify the Solid Waste Division (SWD) of their total expenditures for work that has been completed to-date, but for which requests for reimbursement have not yet been submitted.

Progress and Final Reports:

Progress reports describing program activities, accomplishments, and evaluation results need to accompany each request for reimbursement. A final report describing the outcome of grant-funded activities is due with the final request for reimbursement. If, however, the city does not have the results of its program evaluation by the end of the grant cycle, the final narrative report may be submitted no later than six months after the end of the grant cycle (June 30, 2019). (Note: The final request for reimbursement would still need to be submitted by March 19, 2019.) All progress and final reports need to be signed by a city official. Signed reports may be scanned and emailed.

Amendments:

Formal amendments to grant Interagency Agreements (IAAs) are not necessary unless the city wishes to make significant changes to its scope of work and/or budget. In general, a significant change would be one in which the city wishes to add or delete a task from their scope of work. A minor change, such as moving dollars between tasks, would only require written notification, which may be submitted via e-mail. However, the city should contact SWD when considering changes to their scopes and budgets to determine if a formal amendment is needed.

BUDGET SUMMARY REPORT FORM
2017-2018 Waste Reduction & Recycling Grant Program

City: _____ Date: _____
 Address: _____ Phone: _____
 _____ Invoice #: _____
 _____ Report Period: _____
 Preparer's Name: _____ Contract #: _____

Total amount requested this period: _____
 Total amount previously invoiced: _____
 Original interlocal amount: _____
 Total amount charged to date: \$ -
 Amount remaining for completion of interlocal: \$ -

Task #	Scope of Work Description (Task/title)	Budget	Current Quarter Costs	Amount Previously Invoiced	Remaining Balance
1					\$ -
2					\$ -
3					\$ -
4					\$ -
5					\$ -
6					\$ -
7					\$ -
	TOTALS	\$ -	\$ -	\$ -	\$ -

For King County Use

Contract # 0
 Project 1126942 Org 720122 Exp.Account 54150 Task 22.000
 Purchase Order # _____ Requisition # _____ Receipt _____
 Supplier # _____ Supplier Pay Site _____ Invoice # _____ Payment Type _____

Total charges this period are approved for payment: \$ _____
 Project Manager: _____ Date _____

Expense Summary Form

King County Waste Reduction Recycling Grant 2017/2018 Grant Cycle

City of _____

Reimbursement Request # _____

Date _____

Contract # _____

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Interlocal Agreement between
Normandy Park and Des Moines for Senior
Services for 2017 and 2018

ATTACHMENTS:

1. Interlocal Agreement
2. Reimbursement Calculation

FOR AGENDA OF: January 19, 2017

DEPT. OF ORIGIN: Parks, Recreation & Senior
Services

DATE SUBMITTED: January 10, 2017

CLEARANCES:

- ☐ Community Development N/A
- ☐ Marina N/A
- ☒ Parks, Recreation & Senior Services 1
- ☐ Public Works N/A

CHIEF OPERATIONS OFFICER: DJB

- ☒ Legal 16
- ☐ Finance
- ☐ Courts N/A
- ☐ Police N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this Agenda Item is to seek City Council authorization to enter into an Interlocal Agreement between the City of Des Moines and the City of Normandy Park for the provision of Senior Services to Normandy Park residents for fiscal years 2017 and 2018.

Suggested Motion

Motion: “I move to approve the Interlocal Agreement between the City of Normandy Park and the City of Des Moines for the provision of Senior Services in fiscal years 2017 and 2018 whereby Normandy Park will pay Des Moines for Senior Services in an amount equal to Normandy Park’s pro-rata share of costs per year for services based on participation levels, and authorize the City Manager to sign the Agreement substantially in the form as submitted.”

Background

The City of Des Moines has provided Senior Services to the residents of Normandy Park since 1992. In December 2016, the City of Normandy Park was presented with the 2017 Senior Services funding request in the amount of \$21,301 based on the January through September 2016 Normandy Park average participation at 10%.

The proposed 2017-2018 Interlocal Agreement defines the scope of Senior Services to be provided by Des Moines and the details for compensation for Senior Services to be rendered for the next two years based on the pro-rata cost of Senior Services provided to Normandy Park residents.

Discussion

The proposed 2017-2018 Interlocal Agreement between the City of Normandy Park and the City of Des Moines is for two years. The methodology and funding amount identified in the Interlocal Agreement was reviewed with Normandy Park City Manager Mark Hoppen for transmittal to Normandy Park's City Council for approval at an upcoming meeting.

As in 2016, the 2017 formula used to assess the cost of providing Senior Services to Normandy Park is based on: i) the percentage of Normandy Park residents served by the Des Moines Senior Activity Center for 2016; and ii) the net budgeted cost for Des Moines Senior Services programs and services for 2017 (i.e. projected costs for programs and services minus projected program revenues). The percentage of Normandy Park residents served will be determined by Senior Services staff by tracking and comparing the number of Normandy Park participants against all Senior Services participants. The cost to Normandy Park will be the percentage of Normandy Park participants times the net budgeted cost for Des Moines Senior Services programs and services for the current year.

Senior Services staff has determined that the percentage of the Senior Services participants in 2016 who are Normandy Park residents is 10% and propose that Normandy Park pay for services based on a pro-rata share of the costs for direct services. In 2017 Des Moines Senior Services expenditure budgets totals \$288,012 (for Senior Services salaries, benefits, supplies, other services and charges and interfund payments) minus program revenue totals projected at \$75,000, for a net budget of \$213,012. Therefore, the proposed annual cost to Normandy Park for the term of this agreement for the 2017 calendar year is \$21,301 ($\$213,012 \times 10\% = \$21,301$).

The cost for 2018 will be determined using the same formula at the end of 2017, not to exceed \$30,000.

The Agreement allows Normandy Park residents access to all of the programs and services provided by Des Moines Senior Activity Center for adults fifty and older such as: classes, trips, health services, special events, legal services, health screenings, nutrition, meals on wheels, medical lending equipment, dances, scholarships for low income participants, pet food assistance, arts and crafts, living well workshops, quarterly newsletters, counseling, caregiver support, information and referral, transportation, special interest hobby groups, recreational activities, games and cards, sports, and volunteer recruitment and management. Des Moines will provide the necessary Senior Services personnel, equipment and facilities to perform the foregoing described Senior Services in a timely manner and collect fees for programs and services where a cost is involved. Des Moines will promote Senior Services to Normandy

Park residents through the quarterly newsletter delivered to retirement homes, assisted living centers, Normandy Park City Hall, and businesses in the City of Normandy Park, and provide the City with current senior programs and services information for marketing purposes on a quarterly basis.

Normandy Park will assist Des Moines by providing classroom or meeting space at Normandy Park City Hall as requested by Des Moines Senior Services staff, if space is available on the date(s) requested. The City will include senior programs and services information in the quarterly Normandy Park “*City Scene*” as space is available and include senior program and services information on the City of Normandy Park web page and through other resources Normandy Park utilizes to communicate with its residents regarding city programs, services, and events.

Alternatives

- 1) City Council may authorize the City Manager to sign the Interlocal Agreement to allow the City of Des Moines to provide Senior Services to the citizens of Normandy Park.
- 2) City Council may consider eliminating the provision of enhanced Senior Services to Normandy Park residents.

Financial Impact

The \$21,301 funds provided through this Interlocal Agreement with the City of Normandy Park for Senior Services are calculated based on the direct cost of providing services. Funds support the many programs and services available to its citizens fifty and older. The calculation for 2016 was of \$19,300 which is \$2,001 less than is requested from Normandy Park in 2017.

For 2017, Des Moines would provide Normandy Park with a quarterly invoice in the amount of \$5,325 ($\$21,301 \div 4$) no later than fifteen business days after the end of the calendar quarter. Des Moines will provide quarterly invoices in an amount according to the formula detailed above. Payment will be due 30 days from the date of invoice and made payable to the City of Des Moines. In addition, Des Moines will provide to Normandy Park a report listing Normandy Park attendance for the quarter at the senior activity center.

Recommendation or Conclusion

It is recommended that the City Council approve the 2017-2018 Interlocal Agreement between the City of Normandy Park and the City of Des Moines for Senior Services.

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**INTERLOCAL AGREEMENT
For
SENIOR SERVICES
Between
THE CITIES OF DES MOINES & NORMANDY PARK**

In accordance with the Interlocal Cooperation Act (Chapter 39.34 RCW), the cities of Des Moines (“Des Moines”), and Normandy Park (“Normandy Park”), each of which is a Washington Municipal Corporation, hereby enter into the following AGREEMENT:

RECITALS

WHEREAS:

A. Des Moines and Normandy Park, through their respective City Councils, have declared their intent to create a relationship whereby Normandy Park contracts for senior services from Des Moines.

B. Normandy Park and Des Moines recognize that the cost savings from shared senior services greatly outweigh the increased facility and administrative expenses in creating and maintaining separate facilities and accounting practices associated with senior services programs.

NOW, THEREFORE, Des Moines agrees to provide and Normandy Park agrees to pay for senior services for the benefit of the residents of Normandy Park who are fifty years of age and older on the following terms and conditions:

I. TERM of AGREEMENT and RENEWAL

1.1 Term. This Agreement shall be valid for a period of two (2) years, commencing on January 1, 2017 and ending on December 31, 2018.

1.2 Renewal. This Agreement may be renewed only by written agreement of the Parties.

II. DUTIES OF THE PARTIES

2.1 Duties of Des Moines. Des Moines shall perform the following duties:

a) Welcome Normandy Park seniors to participate in all senior services programs that are offered by the Des Moines Parks, Recreation & Senior Services Department, including classes, trips, health services, special events, legal services, health screenings, nutrition, meals on wheels, medical lending equipment, dances, scholarships for low income participants, pet food assistance, arts and crafts, living well workshops, quarterly newsletters, counseling, information and referral, transportation, special interest hobby

Interlocal Agreement for Senior Services
Page 2

groups, recreational activities, games and cards, sports, and volunteer recruitment and management;

b) Provide all necessary senior services personnel, equipment and facilities to perform the foregoing described senior services in a timely manner;

c) Collect all fees for programs and services where a cost is involved;

d) Promote senior services to Normandy Park residents through the quarterly newsletter delivered to retirement homes, assisted living centers, Normandy Park City Hall, and businesses in the City of Normandy Park; and

e) Provide Normandy Park with all current senior programs and services information for marketing purposes on a quarterly basis.

2.2 Duties of Normandy Park. Normandy Park shall perform the following duties:

a). Provide classroom or meeting space at Normandy Park City Hall as requested by Des Moines Senior Services staff, if space is available on the date(s) requested;

b). Include senior programs and services information in the quarterly Normandy Park “*City Scene*” as space is available;

c). Include senior program and services information on the City of Normandy Park web page;

d). Promote senior programs and services through resources Normandy Park utilizes to communicate with its residents regarding city programs, services, and events;

e). Refer Normandy Park residents to Des Moines Senior Services as needed or requested for information, resources and assistance;

III. COST OF SENIOR SERVICES & PAYMENT

3.1 Cost Basis. Normandy Park shall pay Des Moines for providing senior services based on: (i) the percentage of Normandy Park residents served by the Des Moines Senior Activity Center for the previous year; and (ii) the net budgeted cost for Des Moines senior services programs and services for the current year (i.e. projected costs for programs and services minus projected program revenues). The percentage of Normandy Park residents served will be determined by senior services staff by tracking and comparing the number of Normandy Park participants against all senior services participants. The cost to

Interlocal Agreement for Senior Services
Page 3

Normandy Park will be the percentage of Normandy Park participants' times the net budgeted cost for Des Moines senior services programs and services for the current year.

- 3.2 Cost for 2017.** Senior services staff has determined that the percentage of the senior services participants in 2016 who are Normandy Park residents is 10% and the net budgeted cost for Des Moines senior programs and services for 2017 is \$213,012.00. Therefore, the annual cost to Normandy Park for the first calendar year term of this agreement (2017 calendar year) will be \$21,301.00 ($\$213,012 \times 10\% = \$21,301$).
- 3.3 Cost for 2018.** The annual cost to Normandy Park for the second calendar year term of this agreement will be calculated using the formula described in Section 3.1 and 3.2 of this Agreement.
- 3.4 Quarterly Reporting and Payment to Des Moines.** For the first year of this Agreement, Des Moines shall provide to Normandy Park a quarterly invoice in the amount of \$5,325 ($\$21,301.00 \div 4$) no later than fifteen business days after the end of the calendar quarter. For the following year, Des Moines shall provide a quarterly invoice in an amount to be calculated according to Sections 3.1 and 3.3 of this Agreement. Payment will be due 30 days from the date of invoice and made payable to the City of Des Moines. In addition Des Moines will provide to Normandy Park a report listing Normandy Park attendance for the quarter at the senior activity center.

IV. MISCELLANEOUS PROVISIONS

- 4.1 Effective Date.** This Agreement shall be effective upon ratification of the respective governing bodies and execution by the Parties.
- 4.2 Amendment.** This Agreement may be amended only upon consent of the Parties hereto. Any amendment hereto shall be in writing and shall be ratified and executed by the Parties in the same manner in which it was originally adopted.
- 4.3 Waiver.** The waiver by any party of any breach of any term, covenant, or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same term, covenant, or condition of this Agreement.
- 4.4 Severability.** If any provision of this Agreement shall be held invalid, the remainder of this agreement shall not be affected thereby.
- 4.5 Entire Agreement.** This Agreement represents the entire understanding of the Parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.

Interlocal Agreement for Senior Services
Page 4

- 4.6 Counterparts.** This Agreement shall be effective whether signed by the Parties on the same document.
- 4.7 Notices.** Except as otherwise provided in this Agreement, any notice required to be provided under the terms of this Agreement, shall be delivered by certified mail, return receipt requested or by personal service.

EXECUTED and APPROVED by the Parties in identical counterparts of this Agreement, each of which shall be deemed an original hereof, on the dates set forth below.

CITY OF DES MOINES

CITY OF NORMANDY PARK

By _____
Michael Matthias, City Manager
By direction of the City Council

By _____
Mark Hoppen, City Manager
By direction of the City Council

Taken _____

Taken _____

Attest:

Attest:

City Clerk

City Clerk

Approved as to Form:

Approved as to Form:

Tim George, City Attorney

, City Attorney

City of Normandy Park Senior Services 2017 Reimbursement Calculation

	<u>Sr. Services 2017 Budget</u>	<u>Sr. Programs 2017 Budget</u>	<u>Sr. Programs 2017 Revenues</u>	<u>Total</u>
Salaries & Wages	122,811	20,778		143,589
Personnel Benefits	42,477	5,129		47,606
Supplies	500	6,947		7,447
Services	22,220	23,000		45,220
Interfund Services	24,350	19,800		44,150
Less: Program Revenues*			(75,000)	(75,000)
	<u>212,358</u>	<u>75,654</u>	<u>(74,670)</u>	<u>213,012</u>
			10%	21,301
* Excludes Normandy Park & Donations			Quarterly	<u>5,325</u>

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: South 216th Street – Segment 3, 11th Ave S to 20th Ave S, 2016-2017 On-Call General Engineering Services, KPG Inc. Preliminary Engineering Task Assignment

ATTACHMENTS:

1. KPG Inc. 2016-2017 On-Call Formal Task Assignment 2016-04
2. CIP Project Budget Worksheet

FOR AGENDA OF: January 19, 2017

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: January 12, 2017

CLEARANCES:

- ☐ Community Development _____
- ☐ Marina N/A
- ☐ Parks, Recreation & Senior Services N/A
- ☒ Public Works RBC

CHIEF OPERATIONS OFFICER: DSB

☒ Legal TG

☒ Finance Sm

☐ Courts N/A

☐ Police N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this agenda item is for City Council to approve 2016-2017 On-Call Task Assignment 2016-04 with KPG Inc. (Attachment 1) to provide engineering and permitting services for the South 216th Street – Segment 3, 11th Ave S to 20th Ave S Project. The following motion will appear on the consent calendar:

Suggested Motion

Motion 1: “I move to approve 2016-2017 On-Call General Engineering Services Task Assignment 2016-04 with KPG Inc. to provide engineering and permitting services for the S 216th Street – Segment 3, 11th Ave S to 20th Ave S Project in the amount of \$539,976.35, and further authorize the City Manager to sign said Task Assignment substantially in the form as submitted.”

Background

Roadway widening and improvement of S 216th Street – Segment 3, 11th Ave S to 20th Ave S, is an element of the City of Des Moines Comprehensive Plan and an adopted element of the Capital Improvement Plan. This arterial segment is the final portion of S 216th Street that completes capacity and multi-modal improvements between SR99 and Marine View Drive. This segment of S 216th Street will be widened to accommodate a center turn lane, bicycle lanes, curbs, gutters, sidewalks, undergrounding of utilities, LED street and pedestrian lighting, and a new storm drainage and treatment system.

On November 18, 2016 the TIB approved \$3,157,245 in project funding to complete Preliminary Engineering (\$335,595), Right-Of-Way Acquisition (\$84,000), and Construction (\$2,353,650).

Discussion

Consultant services are needed to complete the design and permitting for the South 216th Street – Segment 3 project due to limited City Staff and resource availability. Additionally, having previously retained KPG Inc. to develop the PS&E and urban design details for South 216th Street – Segment 2 and 4, engineering and ROW efficiencies can be realized.

This Task Assignment with KPG will focus on final Plans, Specifications, and Estimate (PS&E) as well as preliminary Right-of-Way (ROW) Plans, and Preliminary ROW Funding Estimate. These efforts will allow project advancement into Right-of-Way acquisition and ultimately construction subject to City Council approval.

Alternatives

Alternative 1

City Council can elect not to pursue the project and not approve the on-call task assignment with KPG Inc. to complete engineering and permitting for the South 216th Street – Segment 3, 11th Ave S to 20th Ave S, project. This will delay the project as well as potentially jeopardize TIB project funding.

Alternative 2

City Council can elect to not approve the on-call task assignment with KPG Inc. to complete engineering and permitting for the South 216th Street – Segment 3, 11th Ave S to 20th Ave S, project and solicit for proposals utilizing alternate on-call consultants or through public solicitation. This will significantly delay the project, potentially jeopardize TIB project funding, and eliminate benefits associated with prior efforts made with KPG Inc. on S 216th Street – Segment 2 & 4.

Financial Impact

The City's CIP Budget Worksheet includes revenues to achieve full project funding and fund consultant services (Attachment 2).

Recommendation

Staff recommends adoption of the motion.

Formal Task Assignment Document

Task Number 2016-04

The general provisions and clauses of Agreement 2016-2017 On-Call General Civil Engineering Services shall be in full force and effect for this Task Assignment

Location of Project: South 216th Street – Segment 3 (11th Ave S to 20th Ave S)

Project Title: South 216th Street – Segment 3 (11th Ave S to 20th Ave S)

Maximum Amount Payable Per Task Assignment: \$539,976.35

Completion Date: December 31, 2018

Description of Work:

The City of Des Moines plans to provide arterial improvements to South 216th Street from 11th Avenue S to 20th Avenue S to complete the missing link between recent improvements to Segment 2 and Segment 4. The purpose of these improvements is to provide infrastructure capacity for planned growth and development in the project area based on the recommendation of the current Comprehensive Transportation Plan. The improvements will also complete the continuous pedestrian and bicycle connection between Pacific Highway South and Marine View Drive. The goal of this initial phase is to prepare final Plans, Specifications, Estimates, environmental approvals, and determination of right of way requirements. Property acquisition activities are anticipated as a future supplement once the extent of acquisition is determined through these design efforts.

Attachments:

- Exhibit A – Scope of Work
- Exhibit B – Estimated Budget

Agency Project Manager Signature: _____ Date: _____

Oral Authorization Date: _____ Date: _____

Consultant Signature: _____ Date: _____

Agency Approving Authority: _____ Date: _____

EXHIBIT A

City of Des Moines 2016-2017 On Call General Civil Engineering Services

South 216th Street – Segment 3 (11th Ave S to 20th Ave S)

Task Assignment No. 2016-004 Scope of Work January 6, 2017

Purpose

The City of Des Moines plans to provide arterial improvements to South 216th Street from 11th Avenue S to 20th Avenue S to complete the missing link between recent improvements to Segment 2 and Segment 4. The purpose of these improvements is to provide infrastructure capacity for planned growth and development in the project area based on the recommendation of the current Comprehensive Transportation Plan. The improvements will also complete the continuous pedestrian and bicycle connection between Pacific Highway South and Marine View Drive. The goal of this initial phase is to prepare final Plans, Specifications, Estimates, environmental approvals, and determination of right of way requirements. Property acquisition activities are anticipated as a future supplement once the extent of acquisition is determined through these design efforts.

Project Limits

The project limits extend from 11th Avenue S to 20th Avenue S.

Proposed Improvements

- ◆ Roadway widening on S 216th Street to a 3 lane section, including 1 through lane in each direction and a two way left turn lane / center median within the project limits, including appropriate transition to match recent segment 2 improvements near 20th Avenue S.
- ◆ Context sensitive street design including business access, low maintenance landscaping, & visual signature for Gateway Development.
- ◆ Providing dedicated bicycle lanes.
- ◆ Install new curb, gutter and sidewalk.
- ◆ Install landscaped/irrigated planters wherever possible.
- ◆ New roadway and pedestrian scale illumination system.
- ◆ Modify / install new storm drainage collection, treatment and flow control systems
- ◆ Franchise utility undergrounding, upgrades and relocations
- ◆ Property restoration

Task 1 Project Management/Coordination/Administration.

The estimated project duration for completion of the design, environmental approval, and right of way plan preparation is 12 months.

- 1.1 Provide project management administrative services including:
 - ◆ Project set-up and execute agreement
 - ◆ Execution of subconsultant agreements
 - ◆ Preparation of monthly progress reports and invoices
 - ◆ Record keeping and project closeout
- 1.2 Provide overall project management including:
 - ◆ Project staff management and coordination
 - ◆ Subconsultant management and coordination
 - ◆ Prepare and update project schedule
 - ◆ Schedule and budget monitoring
- 1.3 Coordinate with City staff, including preparation and attendance of up to 6 bi-monthly coordination meetings throughout the duration of the project.
- 1.4 Provide QA / QC reviews by senior staff of all major deliverables prior to submittal to the City.

Deliverables

- ◆ Project Schedule and necessary updates in Microsoft Project
- ◆ Monthly progress reports and invoicing
- ◆ Meeting agendas and minutes including a summary of decisions made / needed resulting from design coordination meetings.
- ◆ Bi-weekly standing meetings via phone/video conferencing.

Task 2 Survey and Base Mapping

Limits of survey. Approximately 2,700 linear feet of South 216th Street from the existing widened section east of 11th Avenue S to the existing widened section west of 20th Avenue S; 100 feet wide, 50 feet each side of the South 216th Street centerline. Pick up building corners that lie within the limits described above. Provide additional width at unimproved SR 509 right of way to evaluate use of slope vs. wall.

- 2.1 Establish horizontal and vertical control points along the corridor for field topographic survey. Field topographic survey shall be 100' in width with additional width to tie in driveways and side streets. Basis of control will be City of Des Moines Datum. (Horizontal NAVD 83/91, Vertical NAVD 88) . Approximately 4 control points will be established and will be made available for use during construction. The Consultant will locate, field survey, and calculate positions for all monuments and control points throughout the project limits, using the Washington State plane coordinate system. Conventional or GPS surveying methods will be used on this project. Monuments or corners to be located and field surveyed include the following:
 - Section Corners
 - Side street monuments

- Monuments on S 216th Street centerline, and any monument shown or found as indicated on survey records.
- 2.2 Mapping work to prepare 1"=20' topographic base map and digital terrain model (DTM) in AutoCAD format of the project within the limits described above. Perform note reduction of the field survey data.
 - 2.3 The Consultant will retain the services of a firm to field locate and paint all utility locations within the project corridor so that they can be surveyed and incorporated into the base maps. Service line locations and gravity storm and sewer will not be painted and will be mapped as a straight line between utility structures.
 - 2.4 Field survey to locate paint marks in task 2.3 at 50-ft intervals, including surface features (valves, manholes, catch basins, junction boxes, vaults, etc). Irrigation systems will not be included.
 - 2.5 Perform observation and measure-downs of existing storm drain catch basins and sanitary sewer manholes. The approximate size, type (brick, concrete), and general condition of the structures to confirm suitability for continued use, and approximate size and location of storm drainage pipes will be documented. These observations will be made from the surface.
 - 2.6 Perform supplemental surveying for key locations identified in the preliminary design, such as retaining wall footings, stormwater treatment, detention facilities and/or off site storm drainage connections.
 - 2.7 Coordinate with the utility companies and identify required locations for potholing based on the preferred design alternative. Consultant will prepare a potholing plan for review and approval by the City. All potholing will be performed under the direction of the utility owners and is not included in this scope of work. Survey utility potholes performed by utility owners and incorporate into base maps.

Assumptions

- ◆ City will send letter notifying residents of survey activities.

Deliverables

- ◆ Electronic copies of the completed field topographic base map will be available to the City upon request.

Task 3 Public Involvement

- 3.1 Prepare for and attend up to two (2) coordination meetings with technical stakeholders; including, but not necessarily limited to; King County Metro, franchise utility owners, City of Des Moines, Port of Seattle, and other agencies that have an technical infrastructure interest in future development of the area.
- 3.2 Prepare graphics to support two update reports for posting on the City's project web page and to support City staff with Council presentation materials. This information will also be used for publication in the City Currents publication. Council and

committee presentations will be by City staff.

Deliverables

- ◆ Newsletters
- ◆ Council meeting graphics
- ◆ Coordination meeting graphics and agendas
- ◆ Summary Notes from technical/utility coordination

Task 4 Develop Right of Way Plans

Perform the following work items necessary to establish the right-of-way (ROW) corridor for this project.

- 4.1 Establish field control for right of way determination.
- 4.2 Calculations for ROW: Using available public information and the survey work completed previously, calculate location and surveyed corners, roadway features and monuments. The Consultant will determine the centerline and right of way alignment for S 216th Street within the project limits.
- 4.3 Obtain up to ten (10) title reports and prepare preliminary right of way plans within the project limits.
- 4.4 Prepare Project Funding Estimate (PFE) based on preliminary right of way plans. This work will be prepared by a qualified subconsultant under direction of the Consultant.

Deliverables:

- ◆ Preliminary Right of Way Plans
- ◆ Project Funding Estimate

Task 5 Environmental

Environmental documentation will be prepared by ESA under sub contract to the Consultant. This work includes:

- 5.1 ESA will prepare a Draft SEPA Checklist to address the City of Des Moines South 216th Street—Segment 3. For purposes of this scope of services, ESA has assumed that the City will be the SEPA lead agency and that they will issue a SEPA determination consistent with their SEPA rules. The City will be responsible for finalizing the checklist and responding to public and agency comments. At this time, it is reasonable to assume that no additional studies would be necessary to complete the Checklist.

Deliverables:

- ◆ Draft SEPA Checklist (provided in electronic format).

- ◆ Final SEPA Checklist – revised per one round of review and comment by KPG and the City.

Assumptions:

- ◆ This task anticipates that the City will be the sole SEPA Lead Agency. Should cooperating agencies be determined to be the SEPA lead agency or co-lead agencies for this project, additional coordination and document preparation may be required and will be negotiated separately under an amendment to this SOW.
- ◆ The City will be responsible for any publication fees.

- 5.2 This project is subject to Executive Order 05-05 (“EO 05-05”) due to grant funds provided by the Washington State Transportation Improvement Board (TIB); the project will not receive any federal funds, federal permits, or occur on federal lands.

Background Research: ESA will conduct requisite background archival research at DAHP, the University of Washington, King County Assessor Records, King County Archives, within its own archives, and online to identify recorded and potential archaeological and historic resources in and around the project area. ESA will also review available environmental and geological background information.

Historic Property Inventory (HPI) Forms: There are 14 buildings adjacent to the Project Area (that have the Project Area within their viewshed) that meet the minimum qualifications for recording as an historic-aged property (being at least 50 years old). ESA will prepare electronic HPI forms for each property. The HPIs will be prepared to the reconnaissance level and will include a statement of significance.

Reporting: ESA will summarize the findings of our work and recommendations in a Technical Report. The Technical Report will meet the current SHPO standards for a cultural resources assessment including recommendations for mitigating or minimizing potential adverse effects. ESA will submit a draft report (in PDF format) for review by KPG (Consultant Team) and the City of Des Moines (City). Once comments are received, ESA will prepare the final technical report copy (in PDF format) as the final deliverable.

Deliverables:

- ◆ Draft cultural resources technical report (provided in electronic format).
- ◆ Final cultural resources technical report – revised per one round of review and comment by KPG and the City – and 14 HPI forms.

Assumptions:

- ◆ The City will be responsible for submitting the EZ-01 form prepared by the Consultant to begin DAHP consultation.

- ◆ One set of consolidated comments on the draft Technical Report will be provided to ESA.
- ◆ Scope assumes that DAHP will not request a cultural survey for the project based on the developed nature of the site and material submitted in the EZ-01 form. If a survey is required by DAHP, a separate scope of work will be prepared.
- ◆ Scope assumes no archaeological resources will be encountered; if an archaeological site is identified, a separate scope of work will be prepared.
- ◆ Scope assumes that there is no federal trigger (federal funds or permits).
- ◆ The City will provide rights-of-entry, if needed.

Task 6 Geotechnical Report

Prepare draft and final geotechnical report as described below. The investigations and report will be prepared by HWA Geosciences under sub contract to the Consultant. This work includes:

- ◆ Prepare traffic control plans and ROW permit for fieldwork along the project alignment and submit to City of Des Moines for approval.
- ◆ Mark the locations of 4 boreholes, 8 pavement cores and 4 hand holes and arrange for utility locates. Monitor drilling of 4 boreholes in the roadway or shoulder along the alignment.
- ◆ Two of the boreholes will be completed with 2-inch diameter slotted piezometer wells for groundwater measurement.
- ◆ Perform pavement coring in 8 locations along the alignment to assess pavement layer thicknesses and shallow subgrade support conditions.
- ◆ Perform 4 hand holes in the vicinity of existing rockeries.
- ◆ Perform laboratory testing and create logs of the explorations.
- ◆ Perform engineering analyses and develop preliminary recommendations for luminaire foundation design, stormwater/electrical vault excavations, new pavement design, pavement rehabilitation alternatives, structural wall design criteria, rockery/slope recommendations, approximate infiltration rates based on grain size, and general earthwork recommendations.
- ◆ Prepare a draft geotechnical engineering report presenting the results of our investigation and engineering recommendations related to geotechnical elements of the project.
- ◆ Prepare a final report upon receiving review comments from the design team.

Assumptions

- ◆ All subcontractors, equipment subcontractors, laboratories, traffic control personnel and other related subcontractor personnel will be selected, hired and paid by the Consultant.
- ◆ Appropriate traffic control, consisting of flaggers and warning signs, will be provided during the pavement coring and drilling of borings. We will submit a traffic control plan to the City for approval prior to commencing field explorations.
- ◆ The City will provide a no-cost street use permit.
- ◆ Approximate infiltration rates will be provided based on grain size information obtained in borings for the purpose of evaluating Low Impact Development (LID) measures. Depending on the feasibility of LID measures, additional infiltration testing may be required to meet code requirements and is not included in this scope of work.

Deliverables

- ◆ An electronic copy (in pdf format) and two bound copies of the Draft Geotechnical Report.
- ◆ An electronic copy (in pdf format) and two bound and one unbound copies of the Final Geotechnical Report.

Task 7 Preliminary Design Report

Prepare a design report to compile the results of design efforts, memorandums, and approach for the preferred alternative. The report will include the 30% plans and cost opinions for the preferred alternative.

- 7.1 Document the existing storm water facilities within the limits of the project and document applicable stormwater regulations, standards, hydrology and hydraulic design criteria. Document approach to detention, treatment and opportunities / feasibility of LID measures in a brief memorandum for City review and approval.
- 7.2 Prepare a type size and location analysis for stormwater treatment and detention facilities. It is assumed that one (1) detention facility and one (1) water quality facility will be required along the corridor. Prepare a draft Technical Information Report (TIR) for the preferred alternative in accordance with City of Des Moines requirements. The draft TIR will be developed to support the 30% Plans; however, additional work will be required to finalize the hydraulic report during final design.
- 7.3 Coordinate with Puget Sound Energy, Qwest and Comcast Cable to develop a preliminary undergrounding of overhead utilities plan. Each utility company will provide a schematic design of their proposed undergrounding facilities, including vaults, number and size of conduits, temporary pole relocations, and terminal pole locations. The Consultant shall incorporate anticipated undergrounding costs into the preliminary estimate. Utility plans will be incorporated into the 30% design only if provided by the utility owners.

- 7.4 Analyze illumination to provide levels consistent with the current City illumination standards. Prepare a preliminary layout of the street illumination system and include supporting calculations as an appendix to the design report. The illumination system will be owned and maintained by the City.
- 7.5 Estimate preliminary quantities and prepare preliminary opinions of probable cost for construction.
- 7.6 Prepare 30% plans showing horizontal location of paving, channelization, electrical equipment layout, City ITS relocation schematic, sidewalks, driveways, storm drainage, retaining walls and landscape. The Plans will contain sufficient information for City verification of the overall project scope and for use in providing accurate cost estimates. Cut and fill limits will be shown to establish right of way needs, however no vertical information design information or specific details will be provided in the 30% Plans.
- 7.7 Compile and prepare the Draft and Final Design Report. The design report will include the following information:
 - ◆ Preliminary Plans
 - ◆ Preliminary Right of Way Plans
 - ◆ Draft Technical Information Report
 - ◆ Opinion of Probable Cost
 - ◆ Illumination calculations
 - ◆ Preliminary cross sections

Deliverables

- ◆ Draft design report, 5 bound, 1 unbound copy
- ◆ Final design report, 5 bound, 1 unbound copy, electronic AutoCAD files

Task 8 Final Design

The Consultant shall provide Final Plans, Specifications and Estimates for review and approval by the City. Plans shall be formatted to provide sufficient detail for convenient field layout of all proposed facilities. City standard details and WSDOT standard plans will be supplemented with project specific details as required. Final bid documents will be stamped and signed by a licensed professional engineer in the State of Washington.

- 8.1 Assemble a title and index sheet that would include a vicinity map.
- 8.2 Assemble a sheet for symbol and abbreviation legends, general notes.
- 8.3 Prepare roadway typical sections.
- 8.4 Prepare paving detail sheets.
- 8.5 Prepare a schematic map showing survey control monuments location and their coordinate values.

- 8.6 Refine site preparation and erosion control plans. These plans will include all demolition and erosion control, and will provide grading limits.
- 8.7 Refine alignment, paving, and grading plans. These plans will include horizontal alignment information and plan views of pavement planing, grading and paving limits, as well as limits of cut/fill required and retaining walls.
- 8.8 Refine roadway profiles for South 216th Street.
- 8.9 Prepare private driveway plan and profile drawings, including any required parking revisions.
- 8.10 Refine channelization and signing plans. These plans will delineate the locations of all pavement markings including lane lines, crosswalks, turn arrows, bicycle lane, and stop bars. These plans will also show the locations and sizes of all signs.
- 8.11 Prepare drainage detail sheets, depicting special or non-standard drainage features. KCRS software will be used for hydrology and facility sizing. Precast vault elements are assumed with no structural design needed and treatment facilities will be manufactured stormwater treatment devices.
- 8.12 Prepare drainage plans and profiles. These plans will include information and plan views of storm drainage system including type, size and location of pipes, catch basins, and oil control devices, LID measures, stormwater detention and treatment facilities.
- 8.13 Prepare final TIR addressing draft TIR comments from the City at the 85% completion submittal. Include drainage profiles, detention and treatment design. Prepare storm drain analyses for the proposed storm drains. Preparation of a Stormwater Pollution Prevention Plan (SWPPP) will be completed by the construction contractor and is not included in this scope of work.
- 8.14 Prepare landscaping and irrigation plans showing elements affecting planting and irrigation such as luminaries, driveway cuts, utilities, etc. The plans will include the type and location of all planting materials, as well as the layouts for any project required irrigation within the public right-of-way. Prepare landscaping and irrigation detail sheets that include details for items such as connections for the irrigation lines to water sources and planting details.
- 8.15 Prepare roadway illumination system plans. Plans will include layouts of lighting system equipment, and conduit and conductor schedules. The plans will show the layout of a spare City communication conduit including vaults for the length of the project. Illumination design shall be per the current 30% design report, including addressing any comments by the City.
- 8.16 Prepare ITS plans within the South 216th Street project limits to include conduit, wiring, vaults and necessary details for relocation of the existing system. ITS plans will be incorporated into the illumination plans and/or joint utility trench plans as

appropriate.

- 8.17 Coordinate with Puget Sound Energy, CenturyLink and Comcast Broadband and Internet Services to establish the joint trench horizontal alignment and typical sections on the final Plans. The Consultant will provide base map sheets to each utility company for use in their individual design. The Consultant will compile preliminary plans for undergrounding of overhead utilities and include these in the final plans.
- 8.18 Provide cost estimates for Puget Sound Energy, CenturyLink and Comcast work to assist the City in finalizing interlocal agreements with utility providers.
- 8.19 Prepare retaining wall plans. Plan views of retaining walls will be shown on the paving and grading plans. The horizontal limits of the retaining walls will be shown by station and offsets.
- 8.20 Prepare retaining wall profiles. Wall profiles will be prepared showing the top of wall, top of wall barrier, top of footing, existing ground line and final ground line. In the case of soldier pile walls, the location of each soldier pile will be shown. Existing and proposed storm drain or utility crossings will be shown in the profile.
- 8.21 Prepare retaining wall details. Structural design details for each wall will be prepared and shown on these plans. These details will include a typical cross section of the wall, all barrier design details, foundation details, fencing/handrail details, luminaries mounting details, wall penetration details and sloping/shoring requirements. This task includes preparing structural design calculations for soldier pile walls if required. MSE walls will be designed by the construction contractor using soil parameters provided by the Consultant in the project Specifications.
- 8.22 Perform 85% and 100% Design quantity take-offs and opinion of costs.
- 8.23 Prepare contract specifications for the 85% and 100% submittals based on WSDOT/APWA standards (English), and applicable LAG standards.
- 8.24 Assemble and submit plans and specifications for 85, and 100 percent levels of design for each of the project segments.
 - One full size set of plans
 - 6 half-size sets of plans (11x17), including one unbound original
 - 6 copies of specs, including one unbound original
 - 6 copies of the opinion of cost

Assumptions:

- ◆ City will secure all necessary interlocal agreements with utility providers.

Task 9 Management Reserve

A management reserve budget is included for tasks that may be required to complete design and permitting, but are not currently known or identified in the scope of work. At the time these services are required, the Consultant shall provide a detailed scope of work and an estimate of

costs. The Consultant shall not proceed with the work until the City has authorized the work and issued a notice to proceed.

Additional Services:

The City may require additional services of the Consultant in order to advance the project through right of way, finalization of bid documents, and construction. This work may include items identified in the current task authorizations as well other items, which may include, but are not necessarily limited to the following:

- ◆ Finalizing Bid Documents to include current specifications at time of ad
- ◆ Preparation of right of way / easement legal descriptions and exhibits
- ◆ Providing property appraisals and negotiations
- ◆ Providing bid period assistance
- ◆ Providing construction services

These services will be authorized under a future contract supplement if necessary. At the time these services are required, the Consultant shall provide a detailed scope of work and an estimate of costs. The Consultant shall not proceed with the work until the City has authorized the work and issued a notice to proceed.

HOUR AND FEE ESTIMATE

EXHIBIT B

Project: City of Des Moines
Task Assignment 2016-004
S 216th Street Segment 3



Task	Description	Labor Hour Estimate								Total Fee	
		*Project Manager \$ 172.58	*Senior Engineer \$ 157.44	*Project Engineer \$ 125.72	*Design Engineer \$ 109.83	*CAD Technician \$ 94.29	*Survey Crew \$ 149.05	*Senior Admin \$ 101.67	*Office Admin \$ 69.29	Fee	
Task1 - Management/coordination/administration											
1.1	Project administration (estimate 12 months)	12	0	0	0	0	0	8	12	\$	3,715.88
1.2	Project management and coordination	12	6	0	0	0	0	6	12	\$	4,457.20
1.3	City staff design coordination meetings	6	12	12	0	6	0	0	6	\$	5,415.04
1.4	QA/QC reviews	8	12	0	0	0	0	0	0	\$	3,269.98
	Reimbursable expenses - see breakdown for details									\$	150.00
Task Totals		38	30	12	0	6	0	14	30	\$	17,008.10
Task 2 - Survey and Mapping											
2.1	Establish alignment control	0	2	2	0	0	8	0	0	\$	1,758.73
2.2	Field survey, note reduction, base map preparation	0	6	20	60	0	70	0	0	\$	20,482.15
2.3	Coordinate utility locate services	0	0	4	0	0	0	0	4	\$	780.08
2.4	Field survey utility locates	0	0	0	0	0	4	0	0	\$	596.20
2.5	Storm and Sanitary measuredowns	0	0	0	0	0	8	0	0	\$	1,192.39
2.6	Supplemental survey	0	4	4	8	0	8	0	0	\$	3,203.67
2.7	Prepare pothole plan and survey utility potholes	2	4	8	8	0	8	0	4	\$	4,328.91
	Reimbursable expenses - see breakdown for details									\$	4,200.00
Task Totals		2	16	38	76	0	106	0	8	\$	36,542.13
Task 3 - Public Involvement											
3.1	Technical stakeholder coordination meetings (2)	4	8	8	0	8	0	0	4	\$	3,987.20
3.2	Graphic support for web site updates	2	4	0	0	8	0	0	8	\$	2,283.64
	Reimbursable expenses - see breakdown for details									\$	600.00
Task Total		6	12	8	0	16	0	0	12	\$	6,870.84

HOUR AND FEE ESTIMATE

EXHIBIT B

Project: City of Des Moines
Task Assignment 2016-004
S 216th Street Segment 3



Task	Description	Labor Hour Estimate								Total Fee	
		*Project Manager \$ 172.58	*Senior Engineer \$ 157.44	*Project Engineer \$ 125.72	*Design Engineer \$ 109.83	*CAD Technician \$ 94.29	*Survey Crew \$ 149.05	*Senior Admin \$ 101.67	*Office Admin \$ 69.29	Fee	
Task 4 - Right of Way Plans											
4.1	Control for ROW determinatin	0	4	4	0	8	16	0	4	\$	4,548.98
4.2	Records Research & ROW Calculations	0	8	40	0	0	0	0	0	\$	6,288.52
4.3	Prepare ROW Plans	2	8	40	40	0	0	0	0	\$	11,026.72
4.4	Prepare Project Funding Estimate	4	8	4	0	8	0	2	0	\$	3,410.46
	Reimbursable expenses - see breakdown for details									\$	13,100.00
	Task Total	6	28	88	40	16	16	2	4	\$	38,374.68
Task 5 - Environmental											
5.1	Cultural Resources Investigation	2	4	0	0	4	0	2	0	\$	1,555.45
5.2	Prepare SEPA Checklist	2	4	4	0	4	0	0	4	\$	2,132.19
	Reimbursable expenses - see breakdown for details									\$	30,200.00
	Task Total	4	8	4	0	8	0	2	4	\$	33,887.64
Task 6 - Geotechnical Report											
6.1	Prepare geotechnical report	2	4	8	0	4	0	4	2	\$	2,903.17
	Reimbursable expenses - see breakdown for details									\$	30,050.00
	Task Total	2	4	8	0	4	0	4	2	\$	32,953.17
Task 7 - Preliminary Design Report											
7.1	Document stormwater approach	2	8	40	0	24	0	0	4	\$	9,173.91
7.2	Prepare draft HTIR	2	4	24	0	24	0	0	4	\$	6,532.54
7.3	Coordinate with aerial utility designers	8	16	8	0	8	0	0	4	\$	5,937.08
7.4	Analyze and layout illumination system	0	8	16	0	8	0	0	0	\$	4,025.48
7.5	Quantity calculation and cost estimating	2	8	16	16	8	0	0	0	\$	6,127.86
7.6	Prepare 30% Plans	40	80	100	100	120	0	0	8	\$	54,923.36
7.7	Prepare Draft and Final Design Report	6	8	16	4	16	0	0	16	\$	7,363.35
	Reimbursable expenses - see breakdown for details									\$	5,650.00
	Task Total	60	132	220	120	208	0	0	36	\$	99,733.58

HOUR AND FEE ESTIMATE

EXHIBIT B

Project: City of Des Moines
Task Assignment 2016-004
S 216th Street Segment 3



Task	Description	Labor Hour Estimate							Total Fee	
		*Project Manager \$ 172.58	*Senior Engineer \$ 157.44	*Project Engineer \$ 125.72	*Design Engineer \$ 109.83	*CAD Technician \$ 94.29	*Survey Crew \$ 149.05	*Senior Admin \$ 101.67	*Office Admin \$ 69.29	Fee
Task 8 - Final Design										
8.1	Sheet Index	0	0	4	0	4	0	0	0	\$ 880.07
8.2	Abbreviations, Legend, General Notes	0	0	4	0	8	0	0	0	\$ 1,257.24
8.3	Roadway Typical Sections	0	4	8	0	16	0	0	0	\$ 3,144.26
8.4	Details	4	8	16	24	24	0	0	0	\$ 8,860.33
8.5	Survey control	0	8	0	0	8	0	0	0	\$ 2,013.89
8.6	Site Preparation Plans	0	8	16	24	24	0	0	0	\$ 8,169.99
8.7	Paving and Grading Plans	4	16	24	40	24	0	0	0	\$ 12,882.88
8.8	Roadway Profiles	4	8	40	0	24	0	0	0	\$ 9,241.89
8.9	Driveway Plan and Profiles	4	8	24	40	40	0	0	0	\$ 13,132.03
8.10	Channelization and signing plans	4	24	40	24	24	0	0	0	\$ 14,396.80
8.11	Drainage detail sheets	8	24	40	24	16	0	0	0	\$ 14,332.79
8.12	Drainage Plan and Profiles	8	24	40	24	60	0	0	0	\$ 18,481.69
8.13	Finalize TIR	4	24	32	0	8	0	0	8	\$ 9,800.85
8.14	Landscape and Irrigation Plans	8	24	24	60	60	0	0	0	\$ 20,423.83
8.15	Illumination Plans	4	24	40	16	40	0	0	0	\$ 15,026.89
8.16	ITS relocation plans	0	8	24	8	8	0	0	0	\$ 5,909.88
8.17	Joint utility plans	8	32	40	24	40	0	0	0	\$ 17,855.37
8.18	Estimating for City utility agreements	8	24	12	0	0	0	0	0	\$ 6,668.00
8.19	Retaining wall plans	4	4	24	0	40	0	2	0	\$ 8,312.56
8.20	Retaining wall elevations	2	4	24	0	40	0	0	0	\$ 7,764.06
8.21	Retaining wall details	2	4	16	0	24	0	0	0	\$ 5,249.57
8.22	Prepare 85% and 100% opinion of cost	8	16	24	24	16	0	0	0	\$ 11,061.65
8.23	Prepare 85% and 100% specifications	8	16	16	32	16	0	0	16	\$ 12,043.18
8.24	85% and 100% submittals	8	8	8	24	24	0	0	16	\$ 9,653.58
Reimbursable expenses - see breakdown for details										\$ 22,000.00
Task Total		100	320	540	388	588	0	2	40	\$ 258,563.28

HOUR AND FEE ESTIMATE

EXHIBIT B

Project: City of Des Moines
Task Assignment 2016-004
S 216th Street Segment 3



Task	Description	Labor Hour Estimate								Total Fee
		*Project Manager \$ 172.58	*Senior Engineer \$ 157.44	*Project Engineer \$ 125.72	*Design Engineer \$ 109.83	*CAD Technician \$ 94.29	*Survey Crew \$ 149.05	*Senior Admin \$ 101.67	*Office Admin \$ 69.29	
Task 9 - Management Reserve										
9.1	Management Reserve Allowance	8	16	24	40	40	0	4	8	\$ 16,042.93
	Reimbursable expenses - see breakdown for details									\$ -
	Task Total	8	16	24	40	40	0	4	8	\$ 16,042.93

Total Estimated Fee: \$ 539,976.35

* Hourly rates are based on the following:

Direct Salary Costs	\$ 66.00	\$ 60.21	\$ 48.08	\$ 42.00	\$ 36.06	\$ 57.00	\$ 38.88	\$ 26.50	\$ 165,982.01
Overhead Rate	131.49%								\$ 218,249.74
Fixed Fee	30%								\$ 49,794.60
Totals									\$ 424,026.35

HOUR AND FEE ESTIMATE

EXHIBIT B

Project: City of Des Moines
Task Assignment 2016-004
S 216th Street Segment 3



Reimbursable Breakdown		Cost
Task1 - Management/coordination/administration		
Mileage	\$	100.00
Reproduction	\$	50.00
Task 1 - Total	\$	150.00
Task 2 - Survey and Mapping		
Mileage	\$	100.00
Reproduction	\$	100.00
Utility locates	\$	4,000.00
Task 2 - Total	\$	4,200.00
Task 3 - Public Involvement		
Mileage	\$	100.00
Reproduction	\$	500.00
Task 3 - Total	\$	600.00
Task 4 - Right of Way Plans		
Mileage	\$	50.00
Reproduction	\$	50.00
Title Reports (10)	\$	5,000.00
RES - Project Funding Estimate	\$	8,000.00
Task 4 - Total	\$	13,100.00
Task 5 - Environmental		
Mileage	\$	100.00
Reproduction	\$	100.00
Environmental - ESA Associates	\$	30,000.00
Task 5 - Total	\$	30,200.00
Task 6 - Geotechnical Report		
Mileage	\$	-
Reproduction	\$	50.00
HWA Geosciences	\$	30,000.00
Task 6 - Total	\$	30,050.00
Task 7 - Preliminary Design Report		
Mileage	\$	150.00
Reproduction	\$	500.00
Structural Wall Review	\$	5,000.00
Task 7 - Total	\$	5,650.00
Task 8 - Final Design		
Mileage	\$	200.00
Reproduction	\$	1,800.00
Structural Design Allowance	\$	20,000.00
Task 8 - Total	\$	22,000.00
Total Reimbursable Costs:		\$ 105,950.00

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TOTAL PROJECT SCOPE				PROJECT ALLOCATIONS BY YEAR					
Expenditures	1/1/17 Current CIP Budget	2017 CIP Supplemental Request	2017 Revised CIP Budget Estimate	Project to Date 12/31/16	Estimated Year End 2017	Planned Year 2018	Planned Year 2019	Planned Year 2020	Planned Year 2021
Design									
External Engineering	540,000	-	540,000	-	540,000				
Internal Engineering/Project Mgmt	15,000	-	15,000	-	15,000				
Other Professional Services - Len Madsen	55,000	-	55,000	-	55,000				
Prop/ROW/Easements									
External Engineering	130,000	-	130,000	-		130,000			
Construction									
External Engineering	560,000	-	560,000	-			560,000		
Internal Engr.Proj Mgmt/ Inspect	30,000	-	30,000	-			30,000		
Construction Contract 1	4,081,000	-	4,081,000	-			4,081,000		
Other Miscellaneous	-	-	-	-					73
Other									
Interfund Financial Services	58,210	-	58,210	-	3,350	3,650	51,210		
Contingencies	410,000	-	410,000	-			410,000		
Total Project Expense Budget:	5,879,210	-	5,879,210	-	613,350	133,650	5,132,210	-	-

Funding Sources	1/1/17 Current CIP Budget	2017 CIP Supplemental Request	2017 Revised CIP Budget Estimate	Project to Date 12/31/16	Scheduled Year 2017	Scheduled Year 2018	Scheduled Year 2019	Scheduled Year 2020	Scheduled Year 2021
Traffic Impact Fees - City Wide	2,721,965	-	2,721,965	-	283,970	61,878	2,376,117		
TIB Grant	3,157,245	-	3,157,245	-	329,380	71,772	2,756,093		
Total Project Revenue Budget:	5,879,210	-	5,879,210	-	613,350	133,650	5,132,210	-	-

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Resolution notifying King County
Elections of Judicial Position Reclassification

ATTACHMENTS:

1. Draft Resolution No. 16-174
2. Resolution No. 1221
3. Ordinance No. 1650

FOR AGENDA OF: January 19, 2017

DEPT. OF ORIGIN: Legal

DATE SUBMITTED: January 10, 2017

CLEARANCES:

- ☐ Community Development
- ☐ Marina
- ☐ Parks, Recreation & Senior Services
- ☐ Public Works

CHIEF OPERATIONS OFFICER: _____

- ☒ Legal 
- ☐ Finance
- ☐ Courts _____
- ☐ Police

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is to enact Draft Resolution No. 16-174 notifying King County Elections of the previous reclassification of the judicial position to a part-time appointed position consistent with Ordinance No. 1650 and superseding Resolution No. 1221.

Suggested Motion

Motion: “I move to adopt Draft Resolution No. 16-174, notifying King County Elections of the reclassification of the judicial position to a part-time appointed position, and superseding Resolution No. 1221.”

Background

By the enactment of Ordinance No. 1650 on June 23, 2016, the City Council reclassified the Municipal Court Judge position as a part-time appointed position rather than a full-time elected position. Ordinance No. 1650 became effective January 1, 2017.

Previously adopted Resolution No. 1221 provided for the election of a Municipal Court Judge starting in 2013 and every four years thereafter. As the position is no longer full-time, an election is not required.

Draft Resolution No. 16-174 will supersede Resolution No. 1221 and be consistent with Ordinance No. 1650 since an election is no longer necessary.

Alternatives

None.

Financial Impact

None, since Ordinance No. 1650 reinstating the part-time Municipal Court Judge position has already been adopted and this Resolution is needed to be consistent with Ordinance No. 1650.

Recommendation or Conclusion

Staff recommends that Draft Resolution No. 16-174 be adopted.

CITY ATTORNEY'S FIRST DRAFT 01/10/2017**DRAFT RESOLUTION NO. 16-174**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, relating to the reinstatement of the part-time Municipal Court Judge position, cancelling future elections for the position of Municipal Court Judge, and superseding Resolution No. 1221.

WHEREAS, RCW 3.50.055 requires that each full-time equivalent judicial position shall be filled by election, and

WHEREAS, on March 25, 2010, the City Council of Des Moines adopted Ordinance No. 1482 which created a full-time elected position of Des Moines Municipal Court Judge, set terms, and established appointment guidelines for vacancies and removals, and

WHEREAS, as a result, the position of Des Moines Municipal Court Judge was submitted to the qualified voters of the City of Des Moines for a term of four years on the primary and general election ballots of 2013, and every four years thereafter, in accordance with Des Moines Ordinance No. 1482,

WHEREAS, based on efficiencies implemented in the Municipal Court, the full-time judicial position was found to no longer be necessary and therefore no longer required to be an elected position under state law, and

WHEREAS, the City Council enacted Ordinance No. 1650 on June 23, 2016 reclassifying the full-time Municipal Court Judge position to part-time effective January 1, 2017, and

WHEREAS, by copy of Ordinance No. 1650, the Department of Elections has been notified of the reclassification and has documented the change to a part-time position, and

WHEREAS, the Des Moines City Council finds it is necessary and appropriate to adopt this Resolution superseding Resolution No. 1221 to be consistent with Ordinance No. 1650 and to inform the Department of Elections that the position will no longer be filled by election; now therefore,

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

Resolution No. ____
 Page 2 of ____

Sec. 1. Resolution No. 1221 is hereby superseded, effective January 1, 2017.

Sec. 2. Des Moines Municipal Court Judge. Consistent with Ordinance No. 1650, the Des Moines Municipal Court Judge position has been reclassified as a part-time appointed position and future elections are unnecessary.

ADOPTED BY the City Council of the City of Des Moines, Washington this ____ day of ____, 2017 and signed in authentication thereof this ____ day of ____, 2017.

 M A Y O R

APPROVED AS TO FORM:

 City Attorney

ATTEST:

 City Clerk

RESOLUTION NO. 1221

A RESOLUTION OF THE CITY OF DES MOINES, WASHINGTON providing for the submission of the position of Des Moines Municipal Court Judge for a term of four years to the qualified voters of the City of Des Moines on the primary and general election ballot of 2013, and every four years thereafter, as authorized by Des Moines Ordinance No. 1482, and directing the City Clerk to certify to the County Auditor a certified copy of this Resolution; and providing for other matters properly related thereto.

WHEREAS, RCW 3.50.055 requires that each full-time equivalent judicial position shall be filled by election, and

WHEREAS, on March 25, 2010, the City Council of Des Moines adopted Ordinance No. 1482 which created a full-time elected position of Des Moines Municipal Court Judge, set terms, and established appointment guidelines for vacancies and removals, and

WHEREAS, the City Council of Des Moines finds that the position of Des Moines Municipal Court Judge is a full-time equivalent judicial position that must be filled by election, and

WHEREAS, the City Council of Des Moines finds it is appropriate to submit to the qualified voters of the City of Des Moines the position of Des Moines Municipal Court Judge for a term of four years on the primary and general election ballots of 2013, and every four years thereafter, in accordance with Des Moines Ordinance No. 1482; now therefore,

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

Sec. 1. Des Moines Municipal Court Judge. An election is hereby requested to be called, conducted and held within the City of Des Moines for the primary and general election ballot of 2013 and every four years thereafter, for the purposes of submitting to the qualified electors of the City to vote for the position of Des Moines Municipal Court Judge for a term of four years.

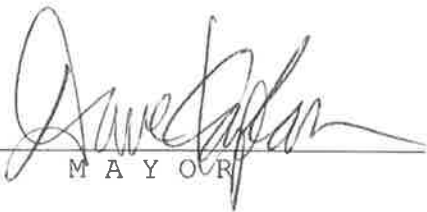
Sec. 2. Submission to the county. The City requests the King County Director of Records and Elections to submit to

Resolution No. 1221
Page 2 of 2

the qualified electors of the City a vote on the position of Des Moines Municipal Court Judge for a term of four years.

Sec. 3. Dates of election. If necessary, the primary election will be held on August 6, 2013. The general election will be held on November 5, 2013. Subsequent primary and general elections will be held every four years thereafter.

ADOPTED BY the City Council of the City of Des Moines this 14th day of March, 2013 and signed in authentication thereof this 14th day of March, 2013.


MAYOR

APPROVED AS TO FORM:


City Attorney

ATTEST:


City Clerk

ORDINANCE NO. 1650

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON, repealing DMMC 2.28.030(2), (3), and (4) to reinstate the part-time Municipal Court Judge position and setting an effective date.

WHEREAS, the City Council intends to retain the Municipal Court of the City of Des Moines to provide greater flexibility, consistency, and accountability in adjudicating enforcement of the Des Moines Municipal Code, and

WHEREAS, the position of Municipal Judge for the Municipal Court of the City of Des Moines is currently an elected full-time position pursuant to authorizations and provisions of RCW 3.50.050 and as provided in Ordinance No. 1482 enacted by the City Council on March 25, 2010, and

WHEREAS, based on efficiencies implemented in the Municipal Court, the judicial position is no longer needed to be full-time, and therefore no longer required to be an elected position under state law, and

WHEREAS, the City Council finds that in the interest of compliance with state law, employment agreements and current practice, the City of Des Moines should amend Ordinance No. 1482 to reclassify the Municipal Court Judge position as a part-time appointed position; now, therefore,

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

Sec. 1. DMMC 2.28.030(2), (3), and (4), and subsections (2), (3) and (4) of section 1 of Ordinance No. 1482 are repealed, effective January 1, 2017.

Sec. 2. Severability - Construction.

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

Ordinance No. 1650
Page 2 of 2

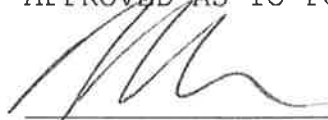
(2) If the provisions of this Ordinance are found to be inconsistent with other provisions of the Des Moines Municipal Code, this Ordinance is deemed to control.

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

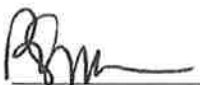
PASSED BY the City Council of the City of Des Moines this 23rd day of June, 2016 and signed in authentication thereof this 23rd day of June, 2016.


MAYOR

APPROVED AS TO FORM:


Interim Assistant City Attorney

ATTEST:


City Clerk

Published: June 28, 2016

LEGAL NOTICE
SUMMARY OF ADOPTED ORDINANCE
CITY OF DES MOINES

ORDINANCE NO. 1650, Adopted June 23, 2016.

DESCRIPTION OF MAIN POINTS OF THE ORDINANCE:

This Ordinance repeals DMMC 2.28.030(2), (3), and (4) to reinstate the part-time Municipal Court Judge position and sets an effective date of January 1, 2017.

The full text of the Ordinance will be mailed without cost upon request.

Bonnie Wilkins, CMC
City Clerk

Published: June 28, 2016

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CITY OF DES MOINES
Voucher Certification Approval

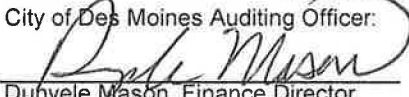
19-Jan-17

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 Jan. 19, 2017 the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers through Jan 12, 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:


 Duhyele Mason, Finance Director

	# From	# To	Amounts
Claims Vouchers:			
Total A/P Checks/Vouchers	149153 ~	149323	1,416,744.93 ~
Electronic Wire Transfers	812 ~	815 ~	156,567.46 ~
Total claims paid			1,573,312.39
Payroll Vouchers			
Payroll Checks	18891 ✓	18893 ✓	4,460.92
Direct Deposit	00010001	00010168	294,517.26
Payroll Checks	-	-	
Direct Deposit	-	-	
Total Paychecks/Direct Deposits paid			298,978.18
Total checks and wires for A/P & Payroll			1,872,290.57

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Public Hearing to consider Draft Ordinance No. 16-184 regarding changes in permitted uses and associated regulations in the PR-C Zone north of South 216th Street

ATTACHMENTS:

1. Draft Ordinance No. 16-184

FOR AGENDA OF: January 19, 2017

DEPT. OF ORIGIN: Planning, Building and Public Works

DATE SUBMITTED: January 9, 2017

CLEARANCES:

- ☒ Community Development DEL
- ☐ Marina _____
- ☐ Parks, Recreation & Senior Services _____
- ☐ Public Works _____

CHIEF OPERATIONS OFFICER: DSB

- ☒ Legal JB
- ☒ Finance DM
- ☐ Courts _____
- ☐ Police _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this agenda item is for the City Council to hold a public hearing to consider Draft Ordinance No. 16-184 (Attachment 1) amending the permitted uses and associated development regulations in the PR-C Pacific Ridge Commercial Zone (PR-C Zone) north of South 216th Street to add light industrial, distribution and associated professional office uses.

Suggested Motions

Motion 1: "I move to suspend Rule 26(a) in order to enact Draft Ordinance No 16-184 on first reading."

Motion 2: "I move to enact Draft Ordinance No. 16-184 amending the permitted uses in DMMC 18.52.010B and associated development regulations in DMMC 18.135.060(3) and DMMC 18.135.080 in the PR-C Pacific Ridge Commercial Zone."

Background

The City has been asked to consider a textual zoning code amendment that would expand the permitted commercial uses in the PR-C Zone north of South 216th Street. The reasons for the change, benefits of such a change and other considerations were discussed by Panattoni Development Company, Inc. (Panattoni) and the City Council Finance and Economic Development Committee as a noticed agenda item at its November 10, 2016 meeting.

In summary, the proposal would be to expand the commercial uses permitted in the zone to add light industrial, distribution and associated professional offices like the type of business park development occurring in the Des Moines Creek Business Park. The intent would be to relax the requirement that the property fronting on SR 99 (International Boulevard) not be required to have retail frontage. Residential housing would still not be allowed north of South 216th Street.

The following considerations were discussed by the Committee and staff:

1. **Market Viability.** There is considerable market interest from several companies seeking this type of space for integrated corporate headquarters including a retail component, light manufacturing, distribution and other similar uses. Proposals are currently being exchanged between the developer and several companies. If approved, permitting would begin immediately and construction as soon as possible. Although big box retailers are aware of this potential development opportunity, none have expressed serious interest. This lack of serious big box interest in this property is consistent with the City's experience in the last 15-20 years.
2. **Timing.** The developer has an option on this property which expires in a month and will not be renewed without City action to modify the zoning code permitted uses.
3. **Benefits to the City.** There are both direct and indirect financial benefits to the City if it makes these zoning code permitted use changes:
 - a. **Increased City Revenues.** Although exact or even reliable estimates are not yet possible (even extrapolated from the DMCBP development because there is not yet sufficient DMCBP revenue history), we do know there will be increased property tax revenues from this estimated \$35 million-dollar investment plus considerably more B&O and utility taxes than are generated from the current uses.
 - b. **Spill Over Revenues.** As employment increases in this area, the value of Des Moines residential and commercial property will increase, some and hopefully substantial shopping in the Marina District and elsewhere in Des Moines will be captured, and more secondary business park supplier and support users will find their way to Des Moines hotels, motels, restaurants and other businesses.
 - c. **Opportunity Costs and the Impact of Immediate versus Delayed Revenue.** A basic principle of investment decision making is that a dollar earned today is more valuable than two uncertain dollars that will be earned many years from now because of the compounding effect of that dollar and the hidden cost of inflation.
 - d. **Accelerating Economic Developing in Des Moines.** As we've seen with the DMCBP and even this proposal, economic development stimulates more economic development and more day time population. The development community has always emphasized that population is the key to stimulating Marina District development.

e. Lost Big Box Opportunity. The point here is that there is no real lost opportunity. The City's 20-year vision and hope for this area has been big box or major retailer, but despite repeated outreach efforts by the City and its real estate expert consultants we have gotten close but never closed the deal because, we're told, the demographic target catchment area isn't large enough, the company's other stores are too close to avoid cannibalization, or there is insufficient competitive marketplace advantage. Setting aside big box then, there are decades worth of un- or underdeveloped commercial properties along the SR99 corridor in Des Moines available now and in the foreseeable future, and removing a relatively small portion of SR99 frontage from this pool will not have any real impact of the commercial potential of the SR99 corridor in Des Moines.

f. Risks of Not Acting Now. There are at least three risks of failing to act now. First, a developer team with proven development expertise and a wide range of business contacts developed over the past three years for exactly this commercial product will be forced to financially withdraw from this opportunity and the developer will shift their energies to other more predictable projects in the Central Puget Sound area. Second, within a year, the City of SeaTac will complete the 24th Avenue South connection to 28th near the Angle Lake Light Rail Station opening substantial amounts of similar and arguably more desirable properties convenient to the Airport and the Angle Lake station thereby placing the PR-C properties in a relatively less competitive market position. And third, we are at the peak of a very robust commercial development cycle, but as history shows, this cycle will end and it will take time for the next cycle to begin. Missing this cycle would be unfortunate and have lasting financial impact to the City.

Discussion

Council directed staff to prepare a Draft Ordinance for their consideration that would amend the permitted uses and associated development regulations for PR-C zoned property located north of South 216th Street. The draft ordinance provides for Business Park-type uses in the PR-C Zone north of South 216th Street with further City Council review and approval.

The proposed text code amendments are to further the vision for the *Des Moines 2035 Comprehensive Plan* by promoting development and redevelopment in a manner that strengthens community sustainability, livability and business vitality. This realization is further supported by the following goals, policies and implementation strategies in the Economic Development Element and Pacific Ridge Element:

- **Goal ED 1** Promote economic stability, growth and vitality.
 - **Policy ED 1.1** Increase the self-reliance of the City by diversifying revenue streams, reducing dependence on property tax, and increasing revenues generated from retail sales and commercial economic activity.
 - **Implementation Strategy ED 1.1.1** Identify ways the City can designate appropriate entitlements to property to encourage quality development; including land use, zoning, expedited permitting and infrastructure investment where feasible to define development patterns.
- **Goal PR 1** The City of Des Moines intends to transform Pacific Ridge into a new urban community that takes advantage of its geographic location, local and regional transportation linkages, stable soils, and view potential. The transformation of Pacific Ridge will include replacement of lower-scale, existing buildings with new structures that will dramatically enhance

the appearance, character, economics, and safety of the area. Pacific Ridge will contain buildings and open spaces designed for pedestrians as well as the motorist. Pacific Ridge will be an area of businesses and residences. New buildings may be five to eight stories in height along Pacific Highway emphasizing retail and office uses. Between the development along Pacific Highway and Interstate 5, buildings may be 8 or more stories in height emphasizing residential high-rise home ownership with green open spaces and view corridors. This new community will exhibit superior design features that make Pacific Ridge inviting to residents and businesses, complement other areas of Des Moines, and foster community pride.

- **PR 1.4** Promote redevelopment of Pacific Ridge properties to enhance land value, expand view opportunities, and to accommodate household and job growth targets specified by the Countywide Planning Policies for King County.
 - PR 1.4.1 Ensure that development requirements, land use review procedures, and mitigation measures do not unnecessarily hinder redevelopment.
 - PR 1.4.2 Utilize innovative land use review techniques/procedures to minimize timeframes and uncertainty during permit review. Examples of such techniques/procedures include: streamlined environmental review; optional DNS; impact fees, etc.
 - PR 1.4.3 Encourage land assemblage to facilitate larger-scale development proposals, and to minimize instances where “hold-out” properties do not contribute to the emerging character of the area. When new construction is proposed, encourage or require that internal property lines within building sites be removed. Discourage further division of parcels when such proposals are inconsistent with Pacific Ridge policies and/or regulations.

On December 1, 2016, City Council set the public hearing date by adopting Resolution No. 1347. A notice of amendment and request for expedited review was sent to the Washington State Department of Commerce on December 2, 2016 and expedited review was granted on January 3, 2017. A notice of public hearing and SEPA threshold Determination of Nonsignificance were issued on December 6, 2016 and the associated comment and appeal periods have lapsed. No comments were received and no appeals were filed.

Alternatives

The City Council may:

1. Enact the proposed Draft Ordinance.
2. Enact the proposed Draft Ordinance with amendments.
3. Decline to enact the Draft Ordinance.

Financial Impact

Proposed amendments to the permitted uses and associated development regulations for the PR-C Zone will facilitate current development efforts for properties within the PR-C Zone located north of South 216th Street. This in turn will help foster a stronger economic environment for the City by creating a stronger commercial tax base for the City of Des Moines, support the creation of family wage jobs, directly increase City property taxes, business and occupation taxes, utility taxes and potentially sales taxes, and indirectly increase B&O and sales taxes because of increased business activity.

Recommendation

Staff recommends Council enact Draft Ordinance No. 16-184.

CITY ATTORNEY'S FIRST DRAFT 12/1/2016**DRAFT ORDINANCE NO. 16-184**

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to textual code amendments to the permitted uses in the Pacific Ridge-Commercial ("PR-C") Zone north of South 216th Street and associated land use and development regulations, and amending chapters 18.52 and 18.135 DMMC, to facilitate economic development in the City.

WHEREAS, the City has a limited opportunity to accelerate economic development by expanding the commercial uses permitted in the PR-C Zone north of South 216th Street to add light industrial, distribution and associated professional offices similar to the type of business park development occurring in the adjacent Des Moines Creek Business Park to the west, and

WHEREAS, there is considerable market interest from a number of companies seeking this type of space for integrated corporate headquarters including a retail component, light manufacturing, distribution and other similar uses, and

WHEREAS, there are both direct and indirect financial benefits to the City including increased direct and indirect City revenues from increased employment and commercial activity, capturing the opportunity benefits and immediate versus delayed revenue, thereby accelerating economic development in Des Moines, all while not reasonably reducing the opportunity for other commercial development on SR 99, and avoiding risks of not acting now, and

WHEREAS, these reasons for the change, benefits of such a change and other considerations were discussed with the Council Finance and Economic Development Committee as a noticed agenda item at its November 10, 2016 meeting, and

WHEREAS, the City Council directed City staff to prepare an ordinance for its consideration which would amend the permitted uses in the PR-C Zone north of South 216th Street, and

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WHEREAS, the City's Chief Operations Officer, 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 require the City Council to conduct a public hearing to receive public comment on the proposed textual code amendments, and

WHEREAS, the City Council set the date for the public hearing by Resolution No. 1347, fixing the public hearing for January 19, 2017 as required by DMMC 18.30.070, and

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

WHEREAS, notice of the public hearing and SEPA threshold Determination of Nonsignificance was issued on December 6, 2016 in accordance with the DMMC and the comment and appeal periods have lapsed with no comments received or appeals filed, and

WHEREAS, a public hearing was held on January 19, 2017 where all persons wishing to be heard were heard, and

WHEREAS, the City Council finds that the Title 18 DMMC amendments contained in this Ordinance comply with the requirements of chapter 36.70A RCW and are appropriate and necessary; now therefore,

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

Sec. 1. DMMC 18.52.010B, and those parts of the Commercial Use Chart and Limitations 14, 21, and 44, and section 133 of Ordinance No. 1591 as amended by section 12 of Ordinance No. 1601 as amended by section 8 of Ordinance 1618-A as amended by section 2 of Ordinance 1644 as amended by section 1 of Ordinance No. 1645 as amended by section 8 of Ordinance 1655 as amended by section 4 of Ordinance 1656 as amended by section 2 of Draft Ordinance 16-181, shall be amended to read as follows:

COMMERCIAL ZONE PRIMARY USES (Changes to Full Table)

Use is:									
P: Permitted									
P/L: Permitted, but with special limitations	N-C	I-C	B-P	C-C	D-C	H-C	PR-C	T-C	W-C
CUP: Conditional use review required									
UUP: Unclassified use review required									
...									
Art, glassware manufacturing			P	P	P		P/L _[52.5]		P
...									
Bakeries, manufacturing and retail sales	P/L _[1]		P			P	P/L _[52.5]	P/L _[55]	P/L _[73]
...									
Bookbinding			P			P	P/L _[52.5]	P	P
...									
Confectionery, manufacture			P			P	P/L _[52.5]	P/L _[56]	P/L _[73]
...									

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COMMERCIAL ZONE PRIMARY USES (Changes to Full Table)

Use is:									
P: Permitted									
P/L: Permitted, but with special limitations	N-C	I-C	B-P	C-C	D-C	H-C	PR-C	T-C	W-C
CUP: Conditional use review required									
UUP: Unclassified use review required									
Warehouse dDistribution centers, home deliveries			P			P	P/L _[52.5]		
...									
Food, frozen or cold storage lockers			P	P	P	P	P/L _[52.5]		P
...									
Foreign trade			P/L _[13]				P/L _[13] [52.5]		
...									
Glass, edging, beveling, silvering			P			P/L _[31]	P/L _[52.5]		
...									
Horticultural and landscaping services			P	P	P		P/L _[52.5]		P
...									
Light manufacturing, fabrication, and assembly			P/L _[8]				P/L _[8] [52.5]		
...									

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COMMERCIAL ZONE PRIMARY USES (Changes to Full Table)

Use is:									
P: Permitted									
P/L: Permitted, but with special limitations	N-C	I-C	B-P	C-C	D-C	H-C	PR-C	T-C	W-C
CUP: Conditional use review required									
UUP: Unclassified use review required									
Machine shop			P			P/L _[32]	P/L _[52.5]		

Marijuana producer/processor, recreational			P/L _[79]	P/L _[79]		P/L _[79]	P/L _[52.5] [79]	P/L _[79]	P/L _[79]

Repossession services	P/L _[3]		P	P	P		P/L _[52.5]		P

Saws and filing shops			P			P	P/L _[52.5]		

Wholesale business			P			P	P/L _[52.5]	P/L _[66]	P/L _[77]

8. Light Manufacturing, Fabrication, and Assembly.
This regulation applies to all parts of Table 18.52.010B that have an [8].

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Light manufacturing, fabrication, and assembly of the following and closely related products are limited to the following:

- (a) Food products (3114, 3117, 3118, 3119, and 3121);
- (b) Apparel manufacturing (315);
- (c) Wood products manufacturing (3219);
- (d) Furniture and related products manufacturing (337);
- (e) Pharmaceutical and medicine manufacturing (3254);
- (f) Computer and electronic product manufacturing (334);
- (g) Electrical equipment and components manufacturing (335);
- (h) Fabricated metal products manufacturing (3321, 3322, 3323, 3325, 3326, and 3327);
- (i) Medical equipment and supplies manufacturing (3391);
- (j) Printing and related support activities (323);
- (k) Stone, clay, glass, ceramics, pottery, china manufacturing (3271 and 3272); and
- (l) Toys, jewelry, and other miscellaneous manufacturing (3399).

...

13. Foreign Trade. This regulation applies to all parts of Table 18.52.010B that have a [13]. Operation of foreign trade zones is limited to the permitted uses allowed in the B-P and PR-C Zones.

...

52.5 This regulation applies to all parts of Table 18.52.010B that have a [52.5]. These Business Park-

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type uses shall be permitted in the PR-C Zone north of S. 216th St.

...

79. Recreational Marijuana. This regulation applies to all parts of Table 18.52.010B that have a [79]. State licensed marijuana producers, processors, and retailers may locate in the City pursuant to chapter 18.250 DMMC.

Sec. 2. DMMC 18.135.060(3), Provisions Applicable to the PR-C Zone, Pacific Ridge Environmental performance standards and general limitation, and section 316 of Ordinance No. 1591, shall be amended to read as follows:

Environmental performance standards and general limitations. Every use permitted within the PR Zone shall conform to the following general limitations and standards:

...

(3) Provisions Applicable to the PR-C Zone.

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

- (i) Outdoor seating and dining;
- (ii) Signs;
- (iii) Loading areas;
- (iv) Motor vehicle fuel pumps;
- (v) Retail nursery and garden centers (44422) in the PR-C Zone;

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(vi) Incidental outdoor display areas for merchandise sold on-site as approved through the design review process;

(vii) Play/recreation areas; and

(viii) Miscellaneous storage when limited to 10 percent of the site area and when perimeter landscaping and fencing is provided as approved through the design review process for PR-C south of South 216th Street and for up to 25 percent of the site area north of South 216th Street when as part of an approved planned unit development (PUD) in accordance with chapter 18.230 DMMC.

(ix) Industrial, warehousing, and distribution uses north of South 216th Street shall be processed as part of a planned unit development (PUD) in accordance with chapter 18.230 DMMC.

Sec. 3. DMMC 18.135.080, Pacific Ridge general site design requirements, and section 318 of Ordinance No. 1591, shall be amended to read as follows:

General site design requirements. All development proposals shall demonstrate substantial compliance with the adopted Pacific Ridge Neighborhood Design Guidelines or modified by an approved planned unit development (PUD) in accordance with chapter 18.230 DMMC as determined by the City Manager or the City Manager's designee with the adopted Pacific Ridge Design Guidelines.

...

NEW SECTION. **Sec. 4. Severability - Construction.**

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

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

NEW SECTION. **Sec. 5. Effective date.** This Ordinance shall take effect and be in full force thirty (30) days after its final approval by the Des Moines City Council in accordance with law.

PASSED BY the City Council of the City of Des Moines this _____ day of _____ and signed in authentication thereof this _____ day of _____, 2017.

 M A Y O R

APPROVED AS TO FORM:

 City Attorney

ATTEST:

 City Clerk

Published: _____

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Public Hearing to consider Draft Ordinance No. 16-185 related to screening requirements for roof top mechanical equipment on industrial buildings in the B-P Zone

ATTACHMENTS:

1. Draft Ordinance No. 16-185

FOR AGENDA OF: January 19, 2017

DEPT. OF ORIGIN: Planning, Building and Public Works

DATE SUBMITTED: January 9, 2017

CLEARANCES:

- ☒ Community Development DEL
☐ Marina _____
☐ Parks, Recreation & Senior Services _____
☐ Public Works _____

CHIEF OPERATIONS OFFICER: DSB

- ☒ Legal DSB
☐ Finance _____
☐ Courts _____
☐ Police _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this agenda item is for the City Council to hold a public hearing to consider Draft Ordinance No. 16-185 (Attachment 1), amending the screening requirements for roof top mechanical equipment on industrial buildings within the B-P Business Park Zone.

Suggested Motions

Motion 1: "I move to suspend Rule 26(a) in order to enact Draft Ordinance No 16-185 on first reading."

Motion 2: "I move to enact Draft Ordinance No. 16-185 amending the screening requirements for roof top mechanical equipment on industrial buildings within the B-P Business Park Zone."

Background

Screening of roof top mechanical equipment is required in our zoning code, with regulations found in Chapters 18.105.070, 18.105.080, and 18.235.100 DMMC. At the November 10, 2016 Council Meeting, representatives from Panattoni Development Company voiced comments and concerns as to the appropriateness of this requirement for industrial buildings within the B-P Zone. Council directed staff to prepare a Draft Ordinance for their consideration that would amend the screening requirements.

Discussion

Draft Ordinance No. 16-185 would amend the development regulations to allow modifications to the rooftop mechanical equipment screening requirements in DMMC 18.105.070(11) when it is demonstrated that the intent of the DMMC is being met, including consideration of conditions on or adjacent to the site such as differences in elevation, existing vegetation, location of existing structures, or through other measures such as painting or partial screening.

The proposed text code amendments would affect approximately 130 acres of B-P zoned property in the North Central Neighborhood not currently developed to their highest and best uses. The proposed amendments to screening requirements would provide flexibility to individual building tenants that may have difficulty meeting the screening requirements due to varying technology and equipment needed to operate their business, and could facilitate current development efforts for properties within the B-P Zone. As such, some rooftop mechanical equipment may be visible from street rights of way and adjacent commercial land uses within and next to the B-P zoned properties.

One of the primary objectives of the proposed text code amendments is to further the vision for the *Des Moines 2035 Comprehensive Plan* by promoting development and redevelopment in a manner that strengthens community sustainability, livability and business vitality. This realization is articulated by these amendments is supported by the following goals, policies and implementation strategies in the Economic Development Element and North Central Neighborhood Element:

- **Goal ED 1** Promote economic stability, growth and vitality.
 - **Policy ED 1.1** Increase the self-reliance of the City by diversifying revenue streams, reducing dependence on property tax, and increasing revenues generated from retail sales and commercial economic activity.
 - **Implementation Strategy ED 1.1.1** Identify ways the City can designate appropriate entitlements to property to encourage quality development; including land use, zoning, expedited permitting and infrastructure investment where feasible to define development patterns.
 - **Policy ED 1.6** Continue to coordinate economic development to increase the value of regional integration and assets including Sea-Tac Airport and the Port of Seattle.
 - **Implementation Strategy ED 1.6.1** Continue participation and collaboration with regional partners, for example, Soundside Alliance, Port of Seattle, and Economic Development Council of Seattle and King County.
- **Goal NCN 1** Catalyze economic opportunity and investment in the North Central Neighborhood by strengthening and supporting business growth and vitality and the creation of family wage jobs.
 - **Policy NC 1.1** Allow business park type land uses and recreational facilities within the North and South Subareas.

- **Implementation Strategy NCN 1.1.3** Promote a mixture of uses within business parks, including offices, wholesale trade, light manufacturing, research and other related uses. Permit recreational facilities, including sport facilities with related retail uses.

On December 1, 2016, the City Council set the public hearing by resolution. A notice of SEPA threshold Determination of Nonsignificance and public hearing was provided on December 19, 2016. The SEPA comment period ended on January 3, 2017 and no comments were received. The appeal period ends on January 13, 2017. Notice of the proposed amendment and request for expedited review was provided to Washington Department of Commerce on December 19, 2016 and expedited review was granted on January 3, 2017.

Alternatives

The City Council may:

1. Enact the proposed Draft Ordinance.
2. Enact the proposed Draft Ordinance with amendments.
3. Decline to enact the Draft Ordinance.

Financial Impact

Proposed amendments to the screening of rooftop mechanical equipment would provide more flexibility to enable businesses to meet their operational needs and facilitate current development efforts for properties within the B-P Zone. This in turn will help foster a stronger economic environment for the City by creating a stronger commercial tax base for the City of Des Moines and support the creation of family wage jobs.

Recommendation

Staff recommends that the City Council enact Draft Ordinance No. 16-185.

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CITY ATTORNEY'S FIRST DRAFT 11/16/2016**DRAFT ORDINANCE NO. 16-185**

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to screening requirements for rooftop mechanical equipment on industrial buildings within the B-P Zone, and amending Des Moines Municipal Code sections 18.105.070 and 18.235.100.

WHEREAS, the City Council directed City staff to prepare an ordinance for its consideration which addresses screening requirements for rooftop mechanical equipment on industrial buildings within the B-P Zone, and

WHEREAS, the proposed text code amendments are consistent with *Des Moines 2035: Charting Our Course for a Sustainable Future* (the Comprehensive Plan) vision, goals, policies and implementation strategies aimed at promoting development and redevelopment in a manner that strengthens community sustainability, livability and business vitality, 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 result in no substantive changes respecting use or modification of the environment and are therefore categorically exempt from threshold determination and EIS requirements in accordance with WAC 197-11-800 (19) (b) and chapter 16.05 DMMC, and

WHEREAS, the City Council set the date for the public hearing by Draft Resolution No. 1348, fixing the public hearing for January 19, 2017 as required by law, 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 SEPA DNS and public hearing was issued on December 19, 2016 in accordance with the DMMC, and

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WHEREAS, the SEPA comment and appeal periods have lapsed with no comments received and no appeals filed, and

WHEREAS, a public hearing was held on _____, 2017 where all persons wishing to be heard were heard, and

WHEREAS, the City Council finds that the Title 18 DMMC amendments contained in this Ordinance are appropriate and necessary; now therefore,

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

Sec. 1. DMMC 18.105.070, *Performance Standards*, and section 12 of Ordinance No. 1655, shall be amended to read as follows:

...

(3) Warehouse, light manufacturing and distribution facilities shall comply with the following additional standards:

(a) Loading areas shall be set back, recessed and/or screened so as not to be visible from adjacent public rights-of-way or properties designated as residential by the City of Des Moines Comprehensive Plan.

(b) Loading areas shall only be allowed between the rear lot line and the extension of the front facade of the principal structure, provided no loading areas are allowed between a building and a side street lot line.

(c) The office portion of a warehouse use shall be oriented towards the adjacent public street with the highest classification as determined by the City's Comprehensive Transportation Plan, as presently constituted or as subsequently amended.

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(d) The portion of a building visible from public rights-of-way shall be architecturally treated to break up the box-like look of the buildings.

(e) The building(s) shall be designed and oriented to locate the shorter width of the building towards the public right-of-way.

(f) The main entries to the building shall portray a quality office appearance while being architecturally related to the overall building composition.

(g) The City Manager or City Manager's designee may authorize modifications to the rooftop mechanical equipment screening requirements in DMMC 18.105.070(11) when it is demonstrated that the intent of this chapter is being met, particularly related to adjacent residential properties. Consideration shall be given to conditions on or adjacent to the site, including differences in elevation, existing vegetation, location of existing and proposed structures, or through other measures such as painting or partial screening.

...

Sec. 2. DMMC 18.235.100, Criteria, and section 577 of Ordinance No. 1591 shall be amended to read as follows:

...

(4) Building Design.

(a) Evaluation of a project shall be based on the quality of its design and relationship to the natural setting of its surroundings.

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(b) Building components, such as windows, doors, eaves, and parapets, should be proportionate and relative to each other.

(c) Colors should be harmonious, with bright or brilliant colors used only for accent.

(d) Unless otherwise modified in this Title, ~~D~~design attention should be given to mechanical equipment or other utility hardware on roofs, grounds, or buildings to screen them from view.

(e) Exterior lighting, when used, shall be part of the architectural concept. Fixtures, standards, and all exposed accessories should be harmonious with the building design.

(f) Monotony of design in single or multiple building projects should be avoided. Variety of detail, form, and siting should be used to provide visual interest. In multiple building projects, variable siting of individual buildings may be used to prevent a monotonous appearance.

...

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 final approval by the Des Moines City Council in accordance with law.

PASSED BY the City Council of the City of Des Moines this _____ day of _____ and signed in authentication thereof this _____ day of _____, 2017.

 M A Y O R

APPROVED AS TO FORM:

 City Attorney

ATTEST:

 City Clerk

Published: _____

12/15/2016
 Draft Ordinance No. 16-185

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Pay Parking in the Marina & Beach Park- Rates & Traffic and Parking Impacts in the Marina District

FOR AGENDA OF: January 19, 2017

DEPT. OF ORIGIN: Marina & Engineering

DATE SUBMITTED: January 12, 2017

ATTACHMENTS:

1. Marina District Neighborhood Concerns/Comments – 9/22/16
2. Marina Paid Parking Staff Response – 11/9/16
3. Marina District Neighborhood Comments – 11/17/16
4. Marina District Neighborhood Comments – 1/5/17
5. Parking Rates and Fees

CLEARANCES:

- [] Community Development _____
- [X] Marina *DSB*
- [] Parks, Recreation & Senior Services _____
- [X] Public Works *PRC*

CHIEF OPERATIONS OFFICER: *DSB*

- [] Legal _____
- [] Finance _____
- [] Courts _____
- [] Police _____

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

Purpose and Recommendation

The purpose of this agenda item is to provide the City Council recommendations on parking rates for the Marina, and to discuss mitigation measures for potential traffic and parking impacts in the neighborhoods adjacent to the Marina. This agenda item is for discussion and information purposes only, and no motion is suggested.

Background

At the Council meeting on November 17, 2016, City staff gave the Council an overview of the proposed operating plan for the parking lots in the Marina and Beach Park. The presentation included a draft proposal for the hourly rates for parking in addition to fees to be charged for annual access cards for frequent users, residents of the City and some commercial users. Staff also told the Council that the time sensitive issue was getting the equipment ordered and that they would bring the rate and mitigation discussion back to the Council after the new year. At this time the equipment contract has been approved and the equipment ordered and this presentation contains the staff's recommendations for both the rates and the traffic and parking mitigation measures.

At the September 22, 2016 Council meeting, the Council also heard from residents of the surrounding neighborhoods that expressed their concerns that pay parking in the Marina and Beach Park may have a negative impact on traffic and parking on 6th Avenue South ([Attachment 1](#)). City Staff provided a comprehensive response to the concerns on November 9, 2016 ([Attachment 2](#)), speaking to each item noted in the September 22, 2016 comment letter. Residents submitted follow-up letters on November 17, 2016 ([Attachment 3](#)), and January 5, 2017([Attachment 4](#)).

Staff will address parking and traffic concerns brought forth to the Council on November 17, 2016 and January 5, 2017 at the Council meeting on January 19, 2017.

Discussion

Below are the rates the staff is currently recommending for the hourly fees and the fee for resident and non-resident access cards. The complete rate schedule is provided in [Attachment 5](#). Staff plans to bring an Ordinance to the Council in February that authorizes the City Manager to set the rates for hourly parking in the Marina and Beach Park and the fees to be charged for the various passes and access cards.

WEEKDAY PARKING RATES

5:00 AM - 11:00 AM	\$1.00 per Hour
11:01 AM - 3:00 PM	\$2.00 per Hour
3:01 PM - 10:00 PM	\$3.00 per Hour

WEEKEND & HOLIDAY PARKING RATES

5:00 AM - 2:00 PM	\$2.00 per Hour
2:01 PM - 10:00 PM	\$4.00 per Hour

Annual Access Cards

Des Moines Residents	\$25.00 – Limit one per registered vehicle
Non-Residents	\$35.00 – Limit one per registered vehicle

Financial Impact

The impacts of setting the level of the rates and fees is unknown at this time. The impacts of future rate changes will be more predicable.

Bill Linscott - Des Moines Resident

Comments to Des Moines City Council

**Marina & Beach Park Paid Parking Implementation
Request for Neighborhood Traffic & Parking Mitigation Actions**

September 22, 2016

227th – Add three-way stop sign at intersection of 227th and 6th Avenue South.

Rationale: Slows traffic in all directions. This will also stop incoming traffic to allow drivers time to read signage regarding the Marina Paid Parking area they are about to enter. It enables the drivers to turn on 6th if they do not want to go into the Marina's parking area. Otherwise, they are committed to entering the paid parking process to turn around and come back out.

227th and 6th Avenue South – Add signage: Add the "Welcome to Marina" signage; identify controlled parking areas (parking fee required in Marina): "Welcome to Anthony's Restaurant" signage noting *customer parking validated*. Marina businesses provide validation for customers and suppliers only.

Rationale: Inform drivers before they get into the controlled parking lot that they are about to enter the Marina, where paid parking will be required. It also informs them that if they are customers or suppliers to the businesses located in the Marina, there is parking validation available at the business or Marina Office. In addition, it will state the closing time of the Marina (5am- 10pm) with a "No Loitering" reminder when closed.

6th Avenue South – Add signage: "No Parking This Side – Residents Only:" Add signage along both sides of 6th Avenue from 227th at the south end – to – 221st at the north end. (This is similar to what was done around the Highline College neighborhoods.)

Rationale: Prevents people who are headed to the Marina or Beach Park from parking in the residential areas just to avoid paid parking. It allows residents and businesses to retain parking space for their residential or business usage. It also ensures a strong City revenue stream from those who are using/visiting the Marina and Beach Park.

6th Avenue South: Add four-way stop to intersection at 223rd. Add four-way stop at 222nd.

Rationale: Slow traffic at the north entrance/exit of the Marina and Beach Park area. This is a high pedestrian area for walkers, with only one narrow sidewalk on 223rd, 5th Avenue and Cliff Avenue. It is also an area with great potential for congestion (people and autos).

Establish consistency of speed limits:

- **On 223rd, west of 6th Avenue – Reduce speed limit to 15 MPH.** (Currently 25 MPH, slowing at curve to 20 and 15 MPH going down the hill)
- **On 222nd, west of 6th Avenue and on 5th Avenue – Reduce speed limit to 10 MPH.** (Currently 10 MPH going down to the Marina and Park, and 15 MPH going up the hill on 5th to 222nd)
- **Cliff Avenue – Reduce speed limit to 15 MPH.** (Currently 25 MPH, slowing at curve to 20 and 15 MPH going down the hill)

Rationale: Slow traffic passing through Outlook Park, followed immediately by the Beach Park area. This is a high pedestrian area for walkers, with narrow sidewalks or pathways on the side of 223rd, 5th Avenue and Cliff Avenue. It is also an area where several curves have poor visibility and great potential for congestion of people and vehicles. Slower speeds are appropriate, as these streets literally intersect the City's Outlook Park I and Outlook Park II.

Parking Lots at the Marina and Beach Park – Reduce speed limit to 10 MPH. (Currently there is inconsistency – at 20 MPH, 15 MPH and 10 MPH.)

Rationale: Establish consistent speed limits and slow traffic passing through parking areas. These slower speeds are justified, as there is significant congestion with pedestrians, vehicles and boats.

Paint new arrows and speed limit on parking lot fairways.

Rationale: Make traffic path and speed limit more obvious.

6th and 7th Avenue Safety Concerns: With the paid parking plan, there will be two separate entrances to the waterfront area. A south entrance primarily serving Marina tenants, Anthony's restaurant, and the Marina's boating businesses. A north entrance which services the Marina public docks, pier and the Beach Park. Dock Avenue, which connects the south and north lots, will be closed. This will cause 6th Avenue and 7th Avenues to become replacement corridors for north to south traffic. 7th Avenue is a finished street (curbs, sidewalks, crosswalks), and will have an influx of pedestrians in the coming year. The speed limit is 30 MPH. 6th Avenue has a few curbs and sidewalks, but no painted sidewalks. It is clearly unfinished at this point in time. 6th Avenue has no posted speed; therefore, assumed to be 25 MPH. The same is true with connecting streets between 6th and 7th Avenues.

The following would improve safety in this area:

7th Avenue: Reduce speed to 25 MPH. Install "blinking" crosswalk lights at crosswalks

Rationale: Slow traffic passing through an area that is increasing in traffic volume and more density with its pedestrian population.

6th Avenue: Reduce speed to 20 MPH; Paint crosswalks at corners of 227th, 226th and 222nd.

Rationale: Slow traffic in a high pedestrian area. The street has a great deal of head-in parking and in some cases vehicles protrude into the street itself. The curbs and sidewalk are partially finished, which makes a challenging pedestrian path. With the closure of Dock Avenue, this will become the primary north/south pathway between waterfront accesses. It will have increased traffic and more density with its pedestrian population from planned development on adjacent streets (7th Avenue and 226th).

5th Avenue and Cliff Avenue Intersection: Add *No Right Turn* sign from 5th Avenue to Cliff Avenue (going down); and *No Left Turn* sign from Cliff Avenue to 5th Avenue (going up). An alternative to this is closing off 5th Avenue as a dead end just before Cliff Avenue. Something we understand was previously considered some time ago.

Rationale: The sharpness of the turn and the ability to see around the corner is a safety concern.

Alley Ways: Add 10 MPH speed limit signs and *No Parking Any Time* signs to both sides of alley ways.

Rationale: Currently no posted speed limit, yet needs to be slow. The alley ways are readily used for access to residential parking areas. In addition, new residential and business development will increase traffic in these alley ways. Additionally, those looking to avoid paying for parking in the Marina will find alley ways to be an opportunity for parking. Also, these alley ways provide critical access for emergency vehicles.

Speed Bumps or Small Roundabouts: Consider speed bumps or roundabouts as a method to reduce speed on 6th Avenue and 227th. **Rationale:** Encourage adherence to 20 MPH speed limit postings.

Add Turn Lane on 227th: Add turn lane on 227th to enable large vehicle service and delivery access to Mariner Manor Condominium.

Rationale: Enable large vehicle access for delivery and services and avoid traffic congestions.



Transportation Engineering

DATE: November 9, 2016

TO: Michael Matthias, City Manager
Daniel J. Brewer, P.E., P.T.O.E. PBPW Director

FROM: R. Brandon Carver, P.E., P.T.O.E., Engineering Services Manager *RBC*

SUBJECT: Marina Paid Parking – 9/22/16 City Council Meeting Input

This memo serves to provide a comprehensive response to the concerns brought forward to the City Council on 9-22-16 by Mr. Bill Linscott. In addition to the letter and comments received on the 22nd, I had an opportunity to participate in a field visit with Mr. Linscott on 9-28-16 in order to understand the context of the comments and concerns.

Below are the written concerns brought forth by Mr. Linscott as representative of the Marina District Citizen Advisory Committee. I've attempted to break out the concerns and respond to each one. I've numbered each concern for reference.

1) 227th – Add three-way stop sign at intersection of 227th and 6th Avenue South.

Rationale: *Slows traffic in all directions. This will also stop incoming traffic to allow drivers time to read signage regarding the Marina Paid Parking area they are about to enter. It enables the drivers to turn on 6th if they do not want to go into the Marina's parking area. Otherwise, they are committed to entering the paid parking process to turn around and come back out.*

Staff Response:

Staff is strongly considering this request from the standpoint of the potential traffic pattern shift as Dock Ave would not be a "thru" street with the implementation of the paid parking changes. Additionally, the intersection of 227th and 6th represents a logistical location for westbound traffic to make a decision about proceeding west of 6th Avenue South and entering a paid only parking lot. Implementation of a traffic control change to all-way stop could be concurrent with the initiation of the paid parking project. Staff is still evaluating this potential traffic control revision.

2) 227th and 6th Avenue South – Add signage: *Add the "Welcome to Marina" signage; identify controlled parking areas (parking fee required in Marina): "Welcome to Anthony's Restaurant" signage noting customer parking validated. Marina businesses provide validation for customers and suppliers only.*

Rationale: *Inform drivers before they get into the controlled parking lot that they are about to enter the Marina, where paid parking will be required. It also informs them that if they are*

customers or suppliers to the businesses located in the Marina, there is parking validation available at the business or Marina Office. In addition, it will state the closing time of the Marina (5am- 10pm) with a “No Loitering” reminder when closed.

Staff Response:

If the intersection of 227th and 6th Avenue was converted to an all-way stop, providing informational signage at the northwest corner of this intersection may capitalize on the opportunity to inform the public of the paid parking availability and other services. Staff will work toward implementing such signage in partnership with local businesses, and perhaps in conjunction with the Marina District “Way Finding Signing” project being sponsored by Seattle Southside RTA.

3) 6th Avenue South – Add signage: *“No Parking This Side – Residents Only:” Add signage along both sides of 6th Avenue from 227th at the south end – to – 221st at the north end. (This is similar to what was done around the Highline College neighborhoods.)*

Rationale: *Prevents people who are headed to the Marina or Beach Park from parking in the residential areas just to avoid paid parking. It allows residents and businesses to retain parking space for their residential or business usage. It also ensures a strong City revenue stream from those who are using/visiting the Marina and Beach Park.*

Staff Response:

Adding “No Parking – Residents Only” is a potential parking mitigation tool, should overflow parking from the Marina occur. Typically, preservation of parking in the right-of-way for residents only has been a reactive response to a confirmed problem and not used for a “potential concern”. It is the intent of the City Municipal Code and development policies that all residences (single or multi-family) have adequate on-site parking for tenants and guests, as well as provisions for guest parking. Based on observed right-of-way parking today, there may be some properties that are not providing all tenant parking off-street. Another potential and more practical tool that the City has to address the potential for parking overflow is the ability to manage the price point of the parking fee to the level that most if not all legitimate marina parking lot users are willing to pay.

While staff understands the concern about parking on 6th Avenue, at this point there is no reason to believe that the impacts of parking overflow will be significant. Staff’s recommendation at this point is to keep both of the tools mentioned above ready to implement if the need should arise. We will evaluate potential parking concerns on 6th Avenue throughout 2017, and take appropriate actions if determined to be necessary.

I do want to mention that the “No Parking – Residents Only” signage has enforcement challenges and is primarily complaint driven. Sometimes there are legitimate guest use of the right-of-way that is ticketed because the registered owner of said vehicle is not the address where they are parking.

4) 6th Avenue South: Add four-way stop to intersection at 223rd. Add four-way stop at 222nd.

Rationale: Slow traffic at the north entrance/exit of the Marina and Beach Park area. This is a high pedestrian area for walkers, with only one narrow sidewalk on 223rd, 5th Avenue and Cliff Avenue. It is also an area with great potential for congestion (people and autos).

Staff Response:

Staff is strongly considering this request from the standpoint of the potential traffic pattern shift as Dock Ave would not be a "thru" street with the implementation of the paid parking changes. Additionally, the intersection of 223rd and 6th represents a logistical location for westbound traffic to make a decision about proceeding west of 6th Avenue South and entering a paid only parking lot. Implementation of a traffic control change to all-way stop could be concurrent with the initiation of the paid parking project. Staff is still evaluating this potential traffic control revision.

5) Establish consistency of speed limits:

- ***On 223rd, west of 6th Avenue – Reduce speed limit to 15 MPH.*** (Currently 25 MPH, slowing at curve to 20 and 15 MPH going down the hill)
- ***On 222nd, west of 6th Avenue and on 5th Avenue – Reduce speed limit to 10 MPH.*** (Currently 10 MPH going down to the Marina and Park, and 15 MPH going up the hill on 5th to 222nd)
- ***Cliff Avenue – Reduce speed limit to 15 MPH.*** (Currently 25 MPH, slowing at curve to 20 and 15 MPH going down the hill)

Rationale: Slow traffic passing through Outlook Park, followed immediately by the Beach Park area. This is a high pedestrian area for walkers, with narrow sidewalks or pathways on the side of 223rd, 5th Avenue and Cliff Avenue. It is also an area where several curves have poor visibility and great potential for congestion of people and vehicles. Slower speeds are appropriate, as these streets literally intersect the City's Outlook Park I and Outlook Park II.

Staff Response:

Speed limits on South 223rd west of 6th, South 222nd west of 6th, 5th Ave, and Cliff Ave are posted at 25 mph. The City has placed curve warning signs based on the geometry at each specific curve and guidelines from the Manual on Uniform Traffic Control Devices (MUTCD), which is the federal document that provides traffic control guidance nationwide in applying traffic signs, specifically regulatory and warning signs. Staff had a speed study conducted on Cliff Ave near 5th Ave during the last week of September this year. The results showed average speeds of 16.7 mph for northbound and 17.6 mph southbound (uphill). The 85th percentile speeds, which are used in setting appropriate speed limits, were found to be 19.8 mph for northbound and 21.1 mph for southbound (uphill). These results are very reasonable for the current posted speed limit and also reflect the existing curve warning advisory signs effect. Corridor accident history was also reviewed for the last 5 years on Cliff Ave/223rd west of 6th and there were no reported collisions. Therefore, staff is not recommending any changes to the posted speed limit. Conversion of 6th Ave South/223rd Street to an all-way stop would likely have an effect on the speeds for southbound (uphill) traffic as vehicles would need to be preparing to stop at 6th Ave S eastbound. The City does have a capital improvement project to build sidewalks on the north and south side of 223rd west of 6th Ave South. This pedestrian improvement would serve pedestrians walking to the Marina/Beach Park and Overlook Park I.

6) Parking Lots at the Marina and Beach Park – Reduce speed limit to 10 MPH. (Currently there is inconsistency – at 20 MPH, 15 MPH and 10 MPH.)

Rationale: Establish consistent speed limits and slow traffic passing through parking areas. These slower speeds are justified, as there is significant congestion with pedestrians, vehicles and boats.

Staff Response:

The City Council has set the speed limit for both the Beach Park and the Marina in the Des Moines Municipal Code. Here is the official language:

10.20.030 Marina speed limit.

The maximum speed limit in the Des Moines Marina is 20 miles per hour when signs are erected giving notice of such speed limit. [Ord. 1455 § 3, 2009; Ord. 1053 § 9, 1993.]

10.20.040 Beach Park speed limit.

The maximum speed limit in the Des Moines Beach Park is 20 miles per hour when signs are erected giving notice of such speed limit. [Ord. 1455 § 4, 2009.]

There is consistency in the posted speed limit for both the Marina and Beach Park. The intent is that this limit is applied to the roadways (Dock Ave in the Marina, and the road leading to the back/bridge in the Beach Park). There are additional warning signs installed adjacent to speed bumps on Dock Ave and the Beach Park road which appropriately warn motorists of the vertical profile change and to adjust their speed accordingly. No changes are recommended by staff.

7) Paint new arrows and speed limit on parking lot fairways.

Rationale: Make traffic path and speed limit more obvious.

Staff Response:

It is my understanding that with the planned marina paid parking implementation, there will be some modification of the Marina lots which in part include changing travel directions. Corresponding arrows will likely be installed as a part of these changes to provide additional guidance for vehicles in both lots.

8) 6th and 7th Avenue Safety Concerns: With the paid parking plan, there will be two separate entrances to the waterfront area. A south entrance primarily serving Marina tenants, Anthony's restaurant, and the Marina's boating businesses. A north entrance which services the Marina public docks, pier and the Beach Park. Dock Avenue, which connects the south and north lots, will be closed. This will cause 6th Avenue and 7th Avenues to become replacement corridors for north to south traffic. 7th Avenue is a finished street (curbs, sidewalks, crosswalks), and will have an influx of pedestrians in the coming year. The speed limit is 30 MPH. 6th Avenue has a few curbs and sidewalks, but no painted sidewalks. It is clearly unfinished at this point in time. 6th Avenue has no posted speed; therefore, assumed to be 25 MPH. The same is true with connecting streets between 6th and 7th Avenues.

The following would improve safety in this area:

7th Avenue: Reduce speed to 25 MPH. Install "blinking" crosswalk lights at crosswalks

Rationale: *Slow traffic passing through an area that is increasing in traffic volume and more density with its pedestrian population.*

Staff Response:

Staff has not performed a recent speed study on 7th Ave South. Before recommending any changes to the speed limit, staff would need to time to collect that data. A speed study for 7th Ave South will be scheduled for the spring of 2017 in order to get an accurate and reflective data sample of the typical speeds on 7th Ave South. The “blinking” lights or Rectangular Rapid Flashing Beacon (RRFB) lights can be an effective crossing enhancement when there is relatively heavy traffic volumes and limited gaps in traffic for pedestrian crossings to occur. These lights were installed at five locations on MVD due to the relatively high vehicle volumes and pedestrian need to cross MVD. These vehicle and pedestrian volume characteristics do not currently exist on 7th Ave South. Staff will continue to monitor vehicle operations and pedestrian safety.

9) 6th Avenue: Reduce speed to 20 MPH; Paint crosswalks at corners of 227th, 226th and 222nd.

Rationale: *Slow traffic in a high pedestrian area. The street has a great deal of head-in parking and in some cases vehicles protrude into the street itself. The curbs and sidewalk are partially finished, which makes a challenging pedestrian path. With the closure of Dock Avenue, this will become the primary north/south pathway between waterfront accesses. It will have increased traffic and more density with its pedestrian population from planned development on adjacent streets (7th Avenue and 226th).*

Staff Response:

Staff would propose to conduct a speed and volume study following the Marina Paid Parking project before making comment on the existing speed limit of 25 mph or the pedestrian crossing opportunities at the intersections of 226th and 222nd. As a part of the all-way stop conversions at 227th/6th and 223rd/6th, installing marked crosswalks could be included in these traffic control changes.

10) 5th Avenue and Cliff Avenue Intersection: Add No Right Turn sign from 5th Avenue to Cliff Avenue (going down); and No Left Turn sign from Cliff Avenue to 5th Avenue (going up). An alternative to this is closing off 5th Avenue as a dead end just before Cliff Avenue. Something we understand was previously considered some time ago.

Rationale: *The sharpness of the turn and the ability to see around the corner is a safety concern.*

Staff Response:

Staff has conceptually considered this option and plans to propose this project as a potential new project to be added to the City's Transportation Improvement Plan. Every year, the Council sets the project priorities based on public and staff input. While it is undesirable, it is not illegal to cross the centerline to complete a turn. Collision history was reviewed at 5th/Cliff since 2010 and there were no reported collisions/incidents. Staff is willing to look at what could be done as an interim traffic control change using signs and tubular delineators to restricting the right turn from 5th to Cliff and the left turn from Cliff to 5th. The restriction of the right turn from Cliff to 5th would impact the condominium property and staff needs an opportunity to fully review the potential impacts to this property with the turn restriction.

11) Alley Ways: Add 10 MPH speed limit signs and No Parking Any Time signs to both sides of alley ways.

Rationale: Currently no posted speed limit, yet needs to be slow. The alley ways are readily used for access to residential parking areas. In addition, new residential and business development will increase traffic in these alley ways. Additionally, those looking to avoid paying for parking in the Marina will find alley ways to be an opportunity for parking. Also, these alley ways provide critical access for emergency vehicles.

Staff Response:

The alleys in the Marina District lie in 20 foot wide rights-of-way. The City does recognize that these alleys are used for residential access and business access for properties between 6th and 7th. Typically, traffic operates at speeds commiserate with the roadway conditions. Staff has not observed nor heard from residents in the past that speeding or perceived speeding is a concern for the alleyways. Staff will continue to monitor operations in alleyways and enforce the No Parking restrictions as needed.

12) Speed Bumps or Small Roundabouts: Consider speed bumps or roundabouts as a method to reduce speed on 6th Avenue and 227th

Rationale: Encourage adherence to 20 MPH speed limit postings.

Staff Response:

227th and 6th Avenue are classified as Neighborhood collector roads in the City's Comprehensive Transportation Plan. Speed bumps are occasionally installed on this type of roadway classification if there is a demonstrated speeding concern. Staff is willing to review traffic speeds on 227th and 6th in the spring of 2017 and make recommendations based on the data. Another potential tool to address speeding concerns that is more suitable for Neighborhood Collector facilities is the use of radar feedback signs which in part provide a 24/7 presence and have shown to effectively reduce the 85th% speeds 2-3 mph permanently.

13) Add Turn Lane on 227th: Add turn lane on 227th to enable large vehicle service and delivery access to Mariner Manor Condominium.

Rationale: Enable large vehicle access for delivery and services and avoid traffic congestions.

Staff Response:

There is a default refuge area just west of the traffic median on 227th prior to the Mariner Manor Condominium that serves as spot for westbound vehicles to wait to turn into the Condominium complex. Staff understands that there will be a grace period for parking within a short time period that would allow delivery vehicles the option of momentarily using the parking lot while they coordinate delivery and access to the condo complex.

Bill Linscott – Des Moines Resident
Comments to Des Moines City Council
November 17, 2016

We appreciate the attention given by the City to the Marina District Neighborhood recommendations for Paid Parking Mitigation Actions. The efforts by Joe Dusenbury and Brandon Carver have been outstanding in seeking to understand our concerns and to address them. Of the 13 specific mitigation actions requested:

-Four and one-half (4 ½) are **supported** for action. (#1, 2, 4, 7, and half of 9).

-Five and one-half (5 ½) are **deferred** for further study or monitoring. (#3, 8, half of 9, 10, 11, and 12). Any action plan is yet to be determined.

-Three (3) are **not accepted** or deemed necessary. (#5, 6, and 13).

I would like the City Council to weigh in on three of these determinations for reconsideration and acceptance:

Actions #5 and #6 -Not Accepted/Unnecessary

Both these actions deal with speed limits in the Marina, Beach Park and the roads immediately approaching the entry to the these locations. Our original request to have a consistent lower speed in these areas is based on the high density of people and vehicles. The yellow warning signs would show the pedestrian walker/biker and a speed of 15 MPH. Speed bumps to be marked at 10 MPH. The staff explanation for not accepting these actions was “based on geometry at each specific curve and guidelines from the Manual on Uniform Traffic Control Devices (MUTCD).” While this may be correct in determining the vehicles capability for being able to safely make the curve, it ignores the real concern we have for high density of pedestrians, comingled with high volume of traffic in a defined recreational area with a variety of activities. The pedestrian vehicle congestion risk is a concern of the City’s Harbormaster and the Parks and Recreation Director. Both support the neighborhood’s request for this recommended action. With these concerns being expressed, we believe the Staff Traffic Engineer has authority to apply “engineering judgement” to the environmental setting rather than the geometry of the moving vehicle in traffic to achieve a correct and better result for this area of the City.

We believe this action should be taken concurrent with implementation of paid parking.

Action 3 - Deferred

This action deals with the “No Parking –Residents Only” signage on 6th Avenue and adjacent streets. (This approach is identical to residential areas around Highline College and the District Pool.) The Staff recommendation is to defer

implementation of this action until there is an actual demonstration this is a problem. If it is confirmed as a problem, they support deployment of signage.

Today, without paid parking, the neighborhood has incidental parking on 6th Avenue for those visiting the Marina. This occurs primarily at the top of the public stairs next to the Waterford Condo, and at the south end of 6th along the small park at the entrance to the Marina. Other events at the park or Marina also bring incidental parking to this area.

Last night in the Harbormaster's public meeting, several individuals wanted to know where they had to go in the neighborhood to find free parking.

There is no doubt there will be significant parking on 6th Avenue as people try to avoid paying for parking at the Marina. The neighborhood request is identical to actions taken elsewhere for the same type of impact. In addition, implementing this action concurrent with paid parking provides two other benefits to the City:

- (1) *It benefits the City's revenue stream.* Those coming to enjoy the Marina and Beach Park are specifically those individuals we want supporting funding these areas through paid parking. They should not be accommodated on the adjacent streets for "free."

There are approximately 236 parking spots on 6th Avenue and those cross streets leading to the Marina. With a "first come – first serve" availability, there is both an impact to the City's revenue stream, and to the people living in approximately 468 condo/apartment units on these streets. This does not include the 130 units soon to be open at Adrianna.

The parking signage should begin with implementation of paid parking.

- (2) There is something to be said for having the basic paid parking structure, the supporting signage, and public communications (announcements/instructions) in place for "Day One" operations. When people come to the Marina and Beach Park after implementation, it should look and feel different. Stop signs, speed limit/pedestrian postings, different painted traffic flow arrows, gated/fenced structures, newly painted crosswalks, and no parking in the neighborhood. *To defer and do these later creates public confusion and the complaint process starts all over again.*

Follow-up on Deferred Actions

In addition, we would like the Staff and City Council to schedule a follow-up report on *Deferred Actions*. The first to occur at the time of Paid Parking implementation (Day One Operation). The second at the first City Council

meeting in May 2017, before the summer crowds begin to appear at the Marina. This way if we have more data that would support implementation of other actions, they could be accomplished before the summer crowds arrive.

Accommodation for Those with Economic Hardship

Des Moines has a community with many residents on some economic assistance plan. At this point in time, there is no Staff recommendation to address this. I believe there should be a way for those in need to acquire a free pass for any given day to access the Beach Park and Marina. The City should establish such a program and manage it through the Parks Department.

(From my recollection: In the beginning, the City Council approval to implement paid parking envisioned Des Moines residents having a free pass. That was consistent with the financial assumptions and ground rules. This was also consistent with the City of Mukilteo, which was used to illustrate a similar action. Without this assumption and ground rule, the City could be viewed as creating an economic hardship.)

Attached please find a summary of the Neighborhood Mitigation Actions and their disposition at this point. Also attached is a map of the Marina District showing the area for reduced speeds and those streets which would have residential parking signage.

Thank you for your consideration.

Attachments (2)

Bill Linscott – Des Moines Resident
Comments to Des Moines City Council
November 17, 2016

Summary of City Staff position
Response Number

- (1) 227th – Add three-way stop sign at Intersection of 227th and 6th Avenue South.
Response: Support action; implement concurrent with Paid Parking
- (2) 227th and 6th Avenue South – Add signage: Add the “Welcome to Marina” signage; identify controlled parking areas (parking fee required in Marina): “Welcome to Anthony’s Restaurant” signage noting *customer parking validated*. Marina businesses provide validation for customers and suppliers only.
Response: Support action; Staff will work to implement.
- (3) 6th Avenue South – Add signage: “No Parking This Side – Residents Only.” Add signage along both sides of 6th Avenue from 227th at the south end – to – 221st at the north end. (This is similar to what was done around the Highline College neighborhoods.)
Response: No to this action: until there is confirmation of actual problem. If yes – implement signs.
- (4) 6th Avenue South: Add four-way stop to intersection at 223rd. Add four-way stop at 222nd.
Response: Support this action; Implement concurrent with Paid Parking.
- (5) Establish consistency of speed limits:
Response: No to this Action: Speed limit change unnecessary. Consistent with Traffic Regs.
- (6) Parking Lots at the Marina and Beach Park – Reduce speed limit to 10 MPH. (Currently there is inconsistency – at 20 MPH, 15 MPH and 10 MPH.)
Response: No to this action: Speed limit change unnecessary. Consistent with Traffic Regs.
- (7) Paint new arrows and speed limit on parking lot fairways.
Response: Support Action - Modifications to include changing travel direction is expected.
- (8) 6th and 7th Avenue Safety Concerns: With the paid parking plan, there will be two separate entrances to the waterfront area. A south entrance primarily serving Marina tenants, Anthony’s restaurant, and the Marina’s boating businesses. A north entrance which services the Marina public docks, pier and the Beach Park. Dock Avenue, which connects the south and north lots, will be closed. This will cause 6th Avenue and 7th Avenue to become replacement corridors for north to south traffic. 7th Avenue is a finished street (curbs, sidewalks, crosswalks), and will have an influx of pedestrians in the coming year. The speed limit is 30 MPH. 6th Avenue has a few curbs and sidewalks, but no painted sidewalks. It is clearly unfinished at this point in

time. 6th Avenue has no posted speed; therefore, assumed to be 25 MPH. The same is true with connecting streets between 6th and 7th Avenues.

The following would improve safety in this area:

7th Avenue: Reduce speed to 25 MPH. Install “blinking” crosswalk lights at crosswalks

Response: Defer: Perform speed & volume studies.

- (9) 6th Avenue:** Reduce speed to 20 MPH; Paint crosswalks at corners of 227th, 226th and 222nd.

Response: Defer: Perform speed limit study. **Support Action:** Painted crosswalks.

- (10) 5th Avenue and Cliff Avenue Intersection:** Add *No Right Turn* sign from 5th Avenue to Cliff Avenue (going down); and *No Left Turn* sign from Cliff Avenue to 5th Avenue (going up). An alternative to this is closing off 5th Avenue as a dead end just before Cliff Avenue. Something we understand was previously considered some time ago.

Response: Defer: Staff will look at a signage solution.

- (11) Alley Ways:** Add 10 MPH speed limit signs and *No Parking Any Time* signs to both sides of alley ways.

Response: Defer: Will look at adding signage for speed and parking.

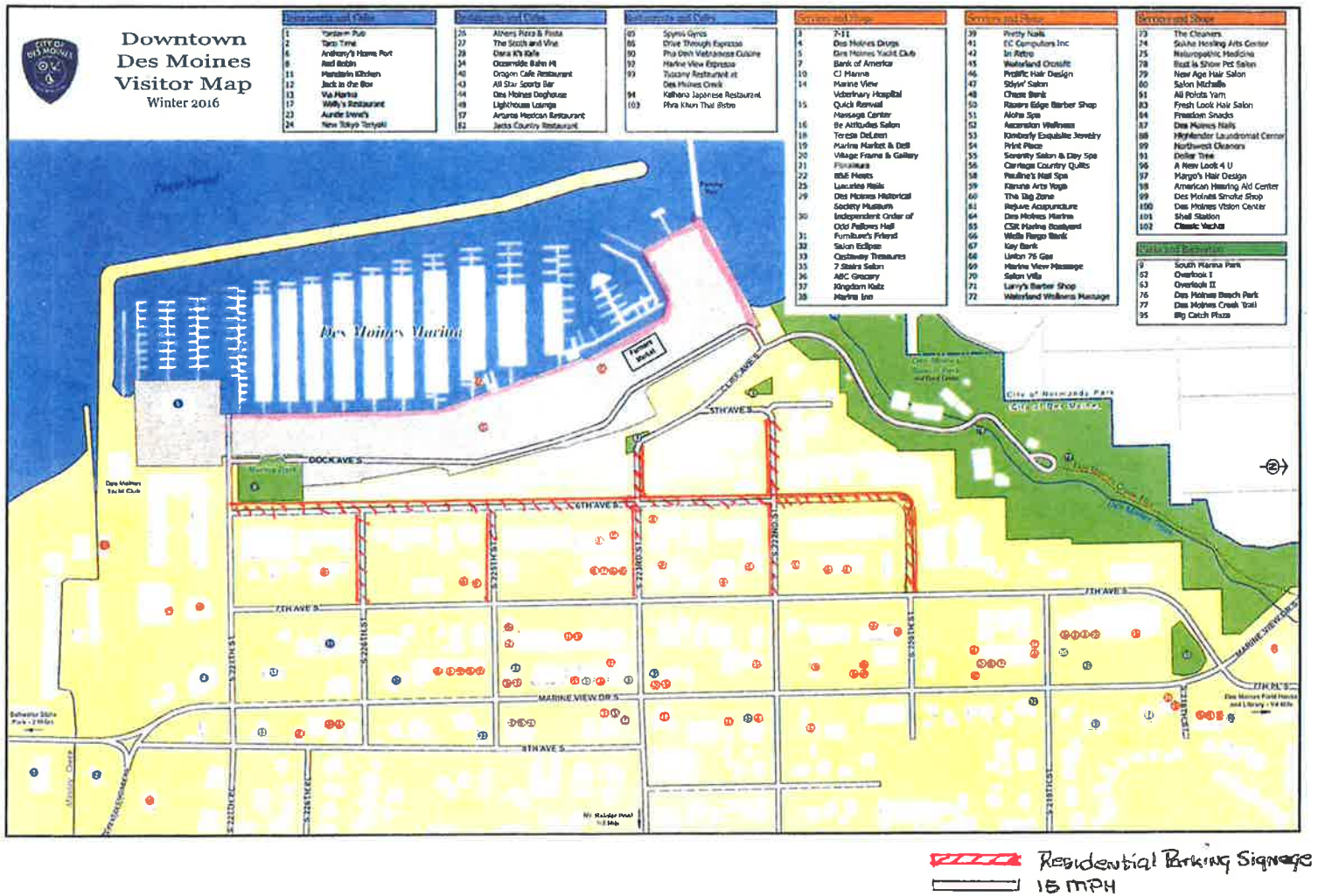
- (12) Speed Bumps or Small Roundabouts:** Consider speed bumps or roundabouts as a method to reduce speed on 6th Avenue and 227th.

Response: Defer.

- (13) Add Turn Lane on 227th:** Add turn lane on 227th to enable large vehicle service and delivery access to Mariner Manor Condominiums.

Response: No to this Action: There is a “grace” period function in the Paid Parking system that can enable delivery vehicle staging/waiting area.

Paid Parking - Mitigation Actions



Marina District Neighborhood Update – January 5, 2017

Bill Linscott Comments

The Marina District Neighborhood has two items of focus as we begin 2017.

Paid Parking Mitigation Action Plan. As a recap, there were 13 specific mitigation actions requested:

- Four and one-half (4 ½) are **supported** for action. (#1, 2, 4, 7, and half of 9).
- Five and one-half (5 ½) are **deferred** for further study or monitoring. (#3, 8, half of 9, 10, 11, and 12). Any action plan is yet to be determined.
- Three (3) are **not accepted** or deemed necessary. (#5, 6, and 13).

In November, we asked for reconsideration of three of the Staff positions regarding these actions for implementation with paid parking in the Marina and Beach Park.

Two actions deal with consistency of speed limits once you cross 6th Avenue and enter the Marina and Beach Park areas. We are asking all speed limits be posted at 15 mph, with the yellow caution for pedestrians sign. This addresses pedestrian/vehicle safety concerns.

The third action deals with placement of residential parking signs to preserve the residential area adjacent to the Marina. This approach treats us consistently with other areas in the City where significant parking changes threaten residential streets in the adjacent neighborhood. In our case, there is also an additional City benefit: Ensuring the revenue stream expected in the Marina is not eroded by visitors finding free parking in the adjacent neighborhood.

These fundamental changes should also be supported for implementation on Day One. This would public confusion from a series of migrating rules over the months following implementation of Paid Parking. Let's set these once – at the implementation point.

We are hopeful about this reconsideration request. We have given a drive-around to many (including Brandon, Vic and Michael) in an effort to show the common sense nature of these requested actions. We are happy to provide this quick tour to any other Council members who wish to do so.

Neighborhood Input for Defining the Future State of the Marina:

Our comments were provided in the December 1, 2016 Council meeting. We were hoping to find the scope of the consultant study to include engagement with residents and neighborhoods for input. I have since had an opportunity to talk with Michael, and to better understand results the City needs from consultants. The study is not intended to be a collection and analysis of residential views. There was a concerted effort to do that back in 2012. That said, and accepted, we still believe there is a need for a collection of thoughts and views from residents to refresh the inputs. We have seen a lot of changes since 2012. There is a need to offer participation from residents into this year's efforts to develop a vetted view of the future state of the Marina and Marina District. Possibly an effort not so dissimilar to the survey/questionnaire the Parks and Recreation Department used with their masterplan development. In addition, City communications about the process for developing this "future state" vision and plan need explanation so we all can see the path forward and the decision points. We are encouraged by the momentum on this whole topic. We are supportive of the effort and glad to see it as a topic on tonight's agenda.

Summary of City Staff Position on Paid Parking Mitigation Actions

(Response number matches Staff listing)

- (1) 227th – Add three-way stop sign at intersection of 227th and 6th Avenue South.
Response: Support action. Implementation concurrent with Paid Parking
- (2) 227th and 6th Avenue South – Add signage: Add the "Welcome to Marina" signage; identify controlled parking areas (parking fee required in Marina): "Welcome to Anthony's Restaurant" signage noting *customer parking validated*. Marina businesses provide validation for customers and suppliers only.
Response: Support action. Staff will work to implement.
- (3) 6th Avenue South – Add signage: "No Parking This Side – Residents Only." Add signage along both sides of 6th Avenue from 227th at the south end – to – 221st at the north end. (This is similar to what was done around the Highline College neighborhoods.)
Response: Defer until there is confirmation of actual problem. If yes – implement signs.

- (4) **6th Avenue South: Add four-way stop to intersection at 223rd. Add four-way stop at 222nd.**

Response: Support this action. Implement concurrent with Paid Parking.

- (5) **Establish consistency of speed limits:**

Response: No to this Action. Speed limit change unnecessary. Consistent with Traffic Regulations.

- (6) **Parking lots at the Marina and Beach Park – Reduce speed limit to 10 mph.**

(Currently there is inconsistency – at 20 mph, 15 mph and 10 mph.)

Response: No to this action. Speed limit change unnecessary. Consistent with Traffic Regulations.

- (7) **Paint new arrows and speed limit on parking lot fairways.**

Response: Support Action. Modifications to include changing travel direction is expected.

- (8) **6th and 7th Avenue Safety Concerns:** With the paid parking plan, there will be two separate entrances to the waterfront area: A south entrance primarily serving Marina tenants, Anthony's restaurant, and the Marina's boating businesses; and a north entrance which services the Marina public docks, pier and the Beach Park. Dock Avenue, which connects the south and north lots, will be closed. This will cause 6th Avenue and 7th Avenue to become replacement corridors for north to south traffic. 7th Avenue is a finished street (curbs, sidewalks, crosswalks), and will have an influx of pedestrians in the coming year. The speed limit is 30 mph. 6th Avenue has a few curbs and sidewalks, but no painted sidewalks. It is clearly unfinished at this point in time. 6th Avenue has no posted speed; therefore, assumed to be 25 mph. The same is true with connecting streets between 6th and 7th Avenues.

The following would improve safety in this area:

7th Avenue: Reduce speed to 25 mph. Install "blinking" crosswalk lights at crosswalks.

Response: Defer. Perform speed and volume studies.

- (9) **6th Avenue: Reduce speed to 20 mph; Paint crosswalks at corners of 227th, 226th and 222nd.**

Response: Defer. Perform speed limit study. **Support Action.** Painted crosswalks.

- (10) **5th Avenue and Cliff Avenue Intersection:** Add *No Right Turn* sign from 5th Avenue to Cliff Avenue (going down); and *No Left Turn* sign from Cliff Avenue to 5th Avenue (going up). An alternative to this is closing off 5th Avenue as a dead end just before Cliff Avenue. Something we understand was previously considered some time ago.

Response: Defer. Staff will look at a signage solution.

- (11) **Alley Ways:** Add 10 mph speed limit signs and *No Parking Any Time* signs to both sides of alley ways.

Response: Defer. Will look at adding signage for speed and parking.

(12) Speed Bumps or Small Roundabouts: Consider speed bumps or roundabouts as a method to reduce speed on 6th Avenue and 227th.

Response: Defer.

(13) Add Turn Lane on 227th: Add turn lane on 227th to enable large vehicle service and delivery access to Mariner Manor Condominiums.

Response: No to this Action. There is a "grace" period function in the Paid Parking system to enable delivery vehicle staging/waiting area.

WEEKDAY PARKING RATES

5:00 AM - 11:00 AM	\$1.00 per Hour
11:01 AM - 3:00 PM	\$2.00 per Hour
3:01 PM - 10:00 PM	3:00 per Hour

WEEKEND & HOLIDAY PARKING RATES

5:00 AM - 2:00 PM	\$2.00 per Hour
2:01 PM - 10:00 PM	\$4.00 per Hour

MARINA & BEACH PARK ANNUAL ACCESS PARKING RATES

GROUP	ANNUAL ACCESS		ANNUAL PARKING PASS	LIMIT	ADDITIONAL CARDS/FOBS	ADDITIONAL PASSES
	CARD	FOB				
MOORAGE TENANTS - UNLIMITED ACCESS	\$5.00	\$10.00	NO CHARGE	2 PER SLIP	\$40 EA	TEMP PASSES ONLY
DES MOINES RESIDENTS	\$25	\$30	N/A	1 PER REGISTERED VEHICLE	N/A	N/A
NON-RESIDENTS	\$35	\$40	N/A	1 PER REGISTERED VEHICLE	N/A	N/A
COMMERCIAL VENDORS	\$40	\$40	\$25	1 PER REGISTERED VEHICLE	N/A	N/A
CONCESSIONAIRES	\$40	\$40	N/A	1 PER REGISTERED VEHICLE	N/A	N/A
ANTHONY'S EMPLOYEES	AT COST	AT COST	N/A	N/A	N/A	N/A
CLASSIC YACHTS EMPLOYEES	AT COST	AT COST	N/A	N/A	N/A	N/A
PUBLIC SAFETY	NO CHARGE	NO CHARGE	N/A	N/A	N/A	N/A

January 19, 2017[illegible]



PUBLIC HEARING Speaker Sign-Up Sheet

Draft Ordinance No. 16-184; Changes in Permitted Uses and Associated Regulations in the PR-C Zone North of South 216th Street

January 19, 2017[illegible]