Linda

EXECUTIVE SESSION - 7 p.m. Litigation

AGENDA
REGULAR MEETING DES MOINES CITY COUNCIL
April 10, 2003 - 7:30 p.m.

CALL TO ORDER - Mayor Steenrod

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

CORRESPONDENCE

ShawN Robb
Rick Edwards
Lila K
David Litowitz traffic impact fees
Alex White
Ed Pina
Larry King

COMMENTS FROM THE PUBLIC: At this time you are invited to comment on items that you wish to bring to Council's attention. Please sign in prior to the meeting and limit your comments to three minutes or less.

BOARD & COMMITTEE REPORTS

PRESIDING OFFICER'S REPORT

ADMINISTRATION REPORTS

Full council

- consent
- any restriction
- settlement agree
- EPA
- litigation

CONSENT CALENDAR*

1. Motion is to approve the regular and special minutes of March 27, 2003.
2. Findings: Vouchers 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.

   Motion: As of this date the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers included in the above list and further described as follows:

   Claim checks # through # & electronic fund transfers in the total amount of $

   Payroll fund transfers in the total amount of $
3. Motion is to approve the surplus and disposal of a 1992 Chevrolet Corvette, VIN #1G1YY23P6N5119187 and authorize disposing of by auction or sale.
4. TWO MOTIONS regarding the 10th Avenue South Culvert Project:

   Motion is to award the construction contract for the 10th Avenue Culvert Replacement and Intersection Improvement Project to Interwest Development, Inc. in the amount of $515,092.51 and further to authorize the City Manager to sign the contract substantially in the form as submitted, plus authorize the City Manager or his designee to approve change orders up to an amount of 10% of the contract amount.

   Motion is to award the professional services contract for construction management services to Reid Middleton, Inc. in the amount of $101,133.85 and to authorize the City Manager to sign said contract substantially in the form as submitted, plus authorize the City Manager or his designee to approve change orders up to an amount of 10% of the contract amount.

*NOTE: Items on the Consent Calendar are either routine or have been previously discussed. Any item may be removed by a Councilmember.

OLD BUSINESS

1. Draft Ordinance No. 02-177 Mobile Home Park Regulations - 2nd Reading
   SUMMARY: At the February 27, 2003 Council meeting, Council discussed the draft ordinance. During discussion staff addressed a letter from the owner of a mobile home Park. Staff discussed the proposed changes suggested by the owner, and based on staff recommendations, Council moved the draft ordinance to a second reading. The changes as requested by Council have been included in the revised draft ordinance.

Failed 3-2

2. Draft Ordinance No. 02-264 Traffic Impact Fees - 2nd Reading

pulled by Mayor

   SUMMARY: The draft ordinance has been discussed at several past Council meetings. The Council Public Safety & Transportation Committee has reviewed the funding level and after careful consideration recommended a phased-in rate. At the April 3rd Council meeting other possible amendments were suggested for consideration at this meeting. The draft ordinance, when adopted, will establish a transportation impact fee service area, impose impact fees to finance part of the costs of improvements to serve new development, provide disposition of such impact fees and establish an appeal process.

NEW BUSINESS

1. Park & Recreation Master Plan
   SUMMARY: The purpose of this item is for the City Council and the Ad Hoc Parks, Recreation and Sr. Services Master Plan Citizens Committee to continue their discussions of the Draft Master Plan policies, projects, funding options and implementation strategies. This will allow the City Council the opportunity to provide comments and direction for changes, additions or deletions to the Plan so that it can be finalized and brought back to the Council for adoption.

2. ACC Funding

do interlocal w/ blank to April 24

   SUMMARY: Rule 9 of the City Council Rules of Procedure allows the Presiding Officer the "option of deleting any item from the agenda until the next regular Council meeting when the full Council shall vote on whether to introduce the item on the agenda of a subsequent Council Meeting". At the April 3, 2003 meeting, the Presiding Officer deleted this item from the Agenda. The purpose of this item is to provide the City Council an opportunity to decide whether or not to place this item on a future meeting agenda for action.

to May 22

3. Draft Ordinance No. 03-075 Right-of-way and Park Use Permits

SUMMARY: Rule 9 of the City Council Rules of Procedure allows the Presiding Officer the "option of deleting any item from the agenda until the next regular Council meeting when the full Council shall vote on whether to introduce the item on the agenda of a subsequent Council Meeting". At the April 3, 2003 meeting, the Presiding Officer deleted this item from the Agenda. The purpose of this item is to provide the City Council an opportunity to decide whether or not to place this item on a future meeting agenda for action.

4. Utility Tax

not on any future agenda

SUMMARY: Rule 9 of the City Council Rules of Procedure allows the Presiding Officer the "option of deleting any item from the agenda until the next regular Council meeting when the full Council shall vote on whether to introduce the item on the agenda of a subsequent Council Meeting". At the April 3, 2003 meeting, the Presiding Officer deleted this item from the Agenda. The purpose of this item is to provide the City Council an opportunity to decide whether or not to place this item on a future meeting agenda for action.

moved to 4/24/03

5. Draft Resolution No. 03-098 Requiring Full council Participation In Final Appointment to Vacant Council Position

SUMMARY: Rule 9 of the City Council Rules of Procedure allows the Presiding Officer the "option of deleting any item from the agenda until the next regular Council meeting when the full Council shall vote on whether to introduce the item on the agenda of a subsequent Council Meeting". At the April 3, 2003 meeting, the Presiding Officer deleted this item from the Agenda. The purpose of this item is to provide the City Council an opportunity to decide whether or not to place this item on a future meeting agenda for action.

NEXT MEETING DATE - Regular Meeting April 24, 2003

ADJOURNMENT

AGENDA ITEM

SUBJECT: ACC Funding

ATTACHMENTS:
None.

AGENDA OF: April 10, 2003

DEPT. OF ORIGIN: Legislative

DATE SUBMITTED: April 4, 2003

CLEARANCES:
[ ] ____________
[ ] ____________
[ ] ____________

APPROVED BY CITY MANAGER FOR SUBMITTAL: JH

Purpose and Recommendation:

The purpose of this agenda item is to provide the City council an opportunity to decide whether or not to place the item of ACC Funding on a future meeting agenda for action.

Suggested Motion:

"To place the item of ACC Funding on the agenda of the _______ meeting."

Background:

Rule 9 of the City Council Rules of Procedure allows the Presiding Office the "option of deleting any item from the agenda until the next regular Council meeting when the full Council shall vote on whether to introduce the item on the agenda of a subsequent meeting". At the April 3, 2003 meeting, the presiding Officer pulled ACC Funding from the agenda.

Discussion:

There currently are Council meetings scheduled for April 24, and May 1, 8 and 22, 2003, that would be available for this item to be discussed.

Alternatives:

Council may choose to place this item on a future meeting agenda, or choose not to take any action on this item by not placing it on any future agenda.

Recommendation/Conclusion:

None.

Port of Seattle

RECEIVED NORMANDY PARK
MAR 27 2003
BY

March 25, 2003

Hon. Stu Creighton
Chair, Airport Communities Coalition
Normandy Park City Council
801 SW 174th Street
Normandy Park WA 98166

Dear Councilman Creighton:

At a recent meeting of representatives of the Port and the City of Burien, Mayor Wing Woo suggested it might be helpful for the Port to meet with the Airport Communities Coalition to see what the ACC might want to discuss. I am writing to propose such a meeting.

I would be happy to arrange a meeting of two Port Commissioners and our senior staff with representatives of the ACC to discuss building a relationship for the future. If this is in your interest, please write my office at the address below or call me at (206) 728-3199.

Sincerely,

Patricia Davis

Patricia Davis
Chair, Seattle Port Commission

cc: Commissioners; Mic Dinsmore, CEO; Gina Marie Lindsey, General Manager, Aviation Division

P.O. Box 1209
Seattle, WA 98111 U.S.A.
(206) 728-3000
Fax (206) 728-3252
www.portseattle.org

OLD BUSINESS
#1

AGENDA ITEM

SUBJECT: Failed 3-2
Revision of mobile home park regulations

ATTACHMENTS:

1. Draft Ordinance 02-177

AGENDA OF: April 10, 2003

DEPT. OF ORIGIN: Community Development

DATE SUBMITTED March 4, 2003

CLEARANCES:
[X] LEGAL LAM

APPROVED BY THE CITY MANAGER FOR SUBMITTAL

Purpose and Recommendation:

Suggested Motion:

"I move to adopt Draft Ordinance 02-177

The purpose of this ordinance is to allow mobile home owners, with an approved site plan, the opportunity to fill their parks.

Background:

On June 27, 2002 Administration requested direction on mobile home parks. Currently, the mobile homes in the City are nonconforming uses. DMMC 14.48.270 required mobile home owners existing before July 1,1992 to provide the city a site plan, prepared by a registered engineer showing the number of mobile homes on site, their location, lot dimensions, the location and size of all road, sewers, etc. This site plan was supposed to be part of the business license application.

Except for the mobile home parks in the Woodmont/Redondo area, staff has no site plans for any mobile home park in the city.

On February 27, 2003 the Council discussed the draft ordinance. During the discussion administration addressed the letter from the owner of the Pine Terrace Mobile Home park, Gordon Gray. Administration discussed these proposed changes with City Council and based on Administration recommendations Council moved the draft ordinance to a second reading. These changes have been included in the revised draft ordinance included in this packet.

Discussion:

The changes to the draft ordinance include:

- Minor changes to the definition section of the chapter to provide more current language
- Requires annual inspection of mobile home parks for compliance with provisions of this chapter
- Includes language detailing failure to remedy corrections found at the annual inspection as a basis to revoke the business license
- Requires all fire lanes to be clearly marked and remain free of parking
- Requires all outdoor storage areas in and around mobile homes to be adequately screened acceptable to the Community Development Department
- Clarifies language requiring mobile home park owners to be responsible for collection and disposal of solid waste
- Allows the required site plan to be prepared by an engineer or surveyor or in a form acceptable to the Community Development Department
- Sets the "grandfather" date for legal non-conforming uses as September 30, 2003
- Allows owners until September 30, 2003 the opportunity to provide the required site plan
- Allows existing mobile home parks to continue to use actual setbacks existing on September 30, 2003, as documented in the required site plan
- Additional minor editing to the ordinance

Under this draft ordinance mobile home parks established before July 1,1992 remain legal, nonconforming uses. Because of the enforcement and regulation issues, RV's remain prohibited uses.

Alternatives:
The Council has three options concerning this ordinance:
1. Adopt the draft ordinance as revised by Council
2. Direct staff to further revise the draft ordinance based on additional Council discussion
3. Do not adopt the draft ordinance

Financial Impact:
There is no negative impact to the city in adopting this draft ordinance

Recommendation/Conclusion:
Administration recommends adoption of draft ordinance 02-177

Concurrence:
None

COMMUNITY DEVELOPMENT'S FIRST DRAFT 9/12/02
COMMUNITY DEVELOPMENT'S SECOND DRAFT 3/05/03

DRAFT ORDINANCE NO. 02-177

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to revision of mobile home park regulation code and amending chapter 14.48 DMMC.

WHEREAS, the mobile home park regulation code was established to provide orderly operation of these facilities, and

WHEREAS, there is a need to require a high quality of management of these parks to ensure that the occupants of these parks and the community as a whole are protected from potentially adverse impacts, and

WHEREAS, revisions to DMMC 14.48 will allow for enhanced monitoring of these parks while providing mobile home owners the opportunity to maintain the economic viability of these parks, and

WHEREAS, well maintained mobile home parks provide safe and affordable housing for many households priced out of the conventional housing market, and

WHEREAS, it has been determined that textual code amendments to Title 14 are a Type V land use action, and

WHEREAS, the City Council finds it is in the best interest of the public health, safety and general welfare to revise these regulations; now therefore:

THE CITY COUNCIL OF THE CITY OF DES MOINES DO ORDAIN AS FOLLOWS:

Sec. 1 Chapter 14.48 DMMC and sections 143, 144, 145, 146, 147, 148, 149(part), 149(A), 149(B), 149(C), 149(D), 149(E), 149(F), 149(G), 149(H), 149(I), 149(J), 149(K), 149(L), 149(M), 149(N), 149(O), 150, 151, 152, 153, 154, 155, 156, 157, 159, 160, and 161 of Ordinance No. 938 and section 1 of Ordinance No. 978 are each amended to read as follows:

14.48.010 Short title. This chapter shall be known and may be cited as the "mobile home park regulation code."

14.48.020 Findings and policy.

(1) The City finds that properly planned and operated mobile home parks:

(a) Promote the safety and health of the residents of such parks and of other nearby neighborhoods; and

(b) Encourage economical and orderly development of such parks and other nearby neighborhoods.

(2) It is, therefore, declared to be the policy of the City to eliminate and prevent health and safety hazards and to promote the economical and orderly development and utilization of land by providing for planning and operating mobile home parks and by providing for the standards and regulations necessary to accomplish these purposes.

14.48.030 Definitions.

(1) **Use of words.** As used in this chapter, unless the context or subject matter clearly requires otherwise, the words or phrases defined in this section shall have the indicated meanings.

(2) "Factory-built housing" means any structure designed primarily for human occupancy which is either entirely or substantially prefabricated or assembled at a place other than a building site, meets the requirements of the Uniform Building Code, and bears the insignia of the Washington State Department of Labor and Industry. Factory-built housing may also be called

industrialized, modular, sectional, or sectionalized construction.

(3) "Mobile/manufactured home" means a factory-assembled structure or structures designed for human occupancy and equipped with the necessary service connections and constructed so as to be readily movable as a unit or units upon running gear. The support system of a mobile home shall be constructed so that the mobile home may be placed thereon and may be moved from time to time at the convenience of the owner. Mobile homes must bear the insignia of the state Department of Labor and Industries and built according to the Federal Manufactured Housing Construction and Safety Standards Act of 1974. The terms mobile home and manufactured home are considered to be interchangeable in the context of this chapter. A commercial coach, recreational vehicle, or motor home are not a mobile/manufactured home.

(4) "Mobile home park" means an approved residential development as shown in the records of the Community Development Department, and designed and approved in accordance with either the subdivision or the planned unit development regulations of the City, together with certain service/utility buildings and uses providing for the enjoyment and benefit of the residents of the mobile home park in which individual spaces are provided for the placement of a mobile home for dwelling unit purposes. Lots for mobile homes may be either rented or purchased.

(5) "Leasable" space means that area within the mobile home park designated on an approved site plan as lots for locating mobile home units with full utility hook-ups.

(~~5~~6) "Recreational vehicle" means a vehicular type unit primarily designed as temporary living quarters for recreational, camping, or travel use with or without motive power of such size and weight as not to require a special highway movement permit and certified as approved as such by the State Department of Labor and Industries. Recreational vehicles shall include but are not limited to campers, motor homes, travel trailers, and camping trailers.

(~~6~~7) "Recreational vehicle storage area" means a surfaced area enclosed by appropriate fencing provided for the storage of recreational vehicles. All recreational vehicle storage within the mobile home park shall occur in this designated area.

(~~7~~8) "Service building" means a building for the purpose of housing mobile home park community facilities.

(~~8~~9) "Utility building" means an accessory structure intended for the storage of typical outdoor equipment incidental to the occupants of the mobile home, i.e., lawn mower, lawn chairs, barbecue, etc. Utility buildings are limited to one per mobile home lot.

14.48.040 General requirements.

(1) Mobile homes are a permitted use in mobile home parks only. Mobile home parks shall be developed in accordance with the requirements of either Title 17 DMMC or chapter 18.52 DMMC together with the requirements of this chapter.

(2) No recreational vehicle shall be occupied for residential or commercial purposes anywhere in the City except in the case of temporary uses as authorized by the City Manager or their designee; provided, that under no circumstances shall a recreational vehicle be occupied more than 30 days. ~~Under no circumstances shall a recreational vehicle be parked overnight on a public street~~.

(3) Mobile/manufactured homes shall be used for residential purposes only, except for home occupations as defined in Title 18 DMMC.

(4) No space shall be rented or sold for any purpose within a mobile/manufactured home park except for a permanent residence.

(5) No person, company, or corporation shall establish a new mobile/manufactured home park, or enlarge the size of or increase the allowed density of an existing mobile/manufactured home park, without first complying with the provisions of this chapter.

(6) Where there is a conflict between the requirements of either Title 17 DMMC, chapter 18.52 DMMC, and this chapter, the most stringent provisions shall control.

(7) The provisions of this chapter shall not apply to factory-built housing.

14.48.050 Business license required. All persons who rent or sell lots in a mobile home park for mobile homes and/or who sell mobile homes therein, shall possess a valid business license from the City. In addition to meeting all requirements of chapter 5.04 DMMC, relating to business licenses, the mobile home park shall be inspected by the Seattle-King County department of public health prior to issuance of a business license by the City Clerk. The applicant shall remedy all unsanitary conditions found by the health department. Failure to remedy such conditions shall be grounds for denial or revocation of the business license by the City Manager. All mobile home parks shall be inspected by the Community Development Department annually for compliance to this chapter. Failure to remedy corrections in a timely manner shall be ground for denial or revocation of the business license by the City Manager.

14.48.060 Density requirements.

(1) Mobile home parks shall be not less than three acres in size. The maximum site area of a mobile/manufactured home park, or combination of adjacent parks, shall be 10 acres. Parks shall be considered to be "adjacent" to one another unless they are separated by an unrelated land use, and not merely by a public or private street, easement, or buffer strip.

(2) The number of mobile homes in the mobile home park shall not exceed the allowable number of dwelling units in the zone district in which the mobile home park is located.

14.48.070 ~~Development standards –~~ Compliance. In addition to the requirements of either Title 17 DMMC or chapter 18.52 DMMC, mobile home parks shall comply with the following development standards and requirements.

14.48.080 ~~Development standards –~~ Lots.

(1) Every mobile home lot shall be at least 2,400 square feet with a 40-foot frontage.

(2) Each mobile home lot shall be identified with an individual site number, each number a minimum of four inches tall in a logical numerical sequence, subject to approval by the building official, displayed in a uniform manner throughout the mobile home park and readily identified from the roadways within the park. In addition, these numbers must be shown on the official ~~plat~~ site plan for the mobile home park. Site numbers shall not be mounted on the mobile homes.

(3) Every mobile home lot shall have a pad hard surfaced with concrete or asphaltic concrete of minimum thickness of four inches. It shall be

of a size not less than that of the mobile home to be parked on the lot.

14.48.090 ~~**Development standards**~~ **- Lot coverage.** All impervious surfaces, including but not limited to mobile homes, service/utility buildings, carports, patios, driveways, and streets shall not exceed 50 percent of the lot area.

14.48.100 ~~**Development standards –**~~ **Setbacks.**

(1) Minimum front yard setbacks for all structures shall be 10 feet.

(2) Minimum rear yard setbacks for all structures shall be 15 feet.

(3) Minimum side yard setbacks for all structures shall be 10 feet.

(4) Corner lots shall observe a minimum 15-foot setback from all streets and alleys.

(5) The minimum clearance between mobile homes shall not be less than required by the fire code.

(6) The clearance between mobile homes and any service/utility building(s) situated on the same lot shall not be less than required by the Uniform Fire Code.

(7) Eaves may project up to a maximum of 18 inches into any required setback area.

14.48.110 ~~**Development standards –**~~ **Parking spaces.**

(1) A minimum of two off-street parking spaces per mobile home shall be provided on the lot on which the mobile home is located.

(2) In addition to occupant parking, guest and service parking shall be provided within the boundaries of the park at a ratio of one parking space for each two mobile/manufactured lots, and shall be distributed for convenient access to all lots and may be provided by a separate parking area. Clubhouse and community building parking facilities may account for up to 50 percent of this requirement.

(3) Setbacks for mobile/manufactured home units shall not be calculated for purposes of meeting the minimum parking requirements. All off-street parking spaces shall conform to the dimensional requirements contained in chapter 18.44 DMMC.

(4) Vehicles over 8,500 pounds gross license weight and recreational vehicles shall not be parked or stored on the individual lots or on any street. A separate storage area shall be provided with appropriate fencing and visual screening as determined by the Community Development Department.

14.48.120 ~~Development standards –~~ Streets and access.

(1) Access to and from the mobile home park shall be from a minor arterial or collector street. Access to mobile home lots shall be from interior streets only. No individual access to any mobile home lot shall be from streets adjacent to the exterior of the mobile home park.

(2) All streets shall be constructed to City standards contained in chapter 12.28 DMMC.

(3) Pedestrian sidewalks shall be of concrete pavement a minimum of five feet wide on both sides of all streets.

(4) Driveways providing entrance or exits to the mobile home park shall be no closer than 150 feet from an intersection, measured from the existing or proposed right-of-way, whichever is the greater.

(5) All streets and access roads so designated either in the subdivision or PUD review process shall be completed prior to occupancy of any mobile home.

(6) All fire lanes shall be clearly marked and no parking shall be allowed in these areas.

14.48.130 ~~Development standards~~ - Building heights. The maximum building height shall be 25 feet.

14.48.140 ~~Development standards~~ - Landscaping - Recreation space.

(1) At least 15 percent of the gross area within the mobile home park shall be set aside as active recreation space. The 15-foot buffer area required by subsection (2) of this section shall not be counted towards meeting the 15 percent requirement.

(2) A 15-foot minimum buffer area around the perimeter of the mobile home park is required. The buffer area shall contain perimeter screening of dense evergreen plantings, a minimum of five feet in height when installed, which will grow to a minimum of eight feet in height within five years.

(3) The developer shall furnish to the City a performance bond or other suitable security in a form approved by the City Attorney and in an amount approved by the Community Development Department to insure installation of the landscaping prior to any construction in the mobile home park.

14.48.150 ~~**Development standards**~~ **- Drainage.** Drainage and runoff plans shall be approved by the public works director.

14.48.160 ~~**Development standards**~~ **- Sewers.** Each mobile home shall be connected to sanitary sewers. A valid side sewer permit shall be obtained prior to any connection to any sewers.

14.48.170 ~~**Development standards**~~ **- Utilities.** Every mobile home shall be permanently connected to electric power, water supply, sewage disposal, gas, cable television, and telephone service lines in compliance with applicable municipal codes. All utilities shall be placed underground in accordance with the provisions of chapter 17.36 DMMC.

14.48.180 ~~**Development standards**~~ **- Lighting.** Artificial lighting shall be provided sufficient to illuminate walks, driveways, and parking areas to ensure the safe movement of pedestrians and vehicles at night. Artificial lighting shall be high pressure sodium lamps or equivalent. These exterior lights shall be such as will turn on and off automatically with dawn and dusk. Lighting shall be directed away from adjacent properties.

14.48.190 ~~**Development standards**~~ **- Recreation areas.** Playground facilities or play area shall be conveniently situated, containing a minimum of five percent of the total gross area of the park and shall be restricted to such use. Such an area shall further be placed within the mobile home park so as to be properly protected from streets, highways, roadways, and parking areas. Such playground space may be provided in one or more locations within the mobile home park.

14.48.200 ~~**Development standards**~~ **- Screening.**

(1) An ornamental wall, fence, or screen planting acceptable to the Community Development Department ~~and~~ not less than six feet and not more than ten feet in height shall be erected and maintained along the side and rear boundaries of a mobile home park. Where, in the opinion of the Community Development Department, it is unreasonable to require a wall or fence due to the nature of the existing topography or other existing conditions that might render such a wall or fence ineffective, the department, at its discretion may waive or modify the requirements as specified in this section.

(2) All outdoor storage in and around mobile homes shall be screened as prescribed in 18.41.040 except that a five-foot deep landscape area shall not be required. All screening shall be approved by the Community Development Department.

14.48.210 ~~Development standards~~ – Solid waste and recycling.

(1) The storage, collection, and disposal of solid waste in the mobile home park shall be conducted so as to prevent health hazards, rodent harborage, insect breeding areas, accidents, fire hazards, and air pollution. It shall be the responsibility of the mobile home park owner to ensure safe and sanitary storage, collection and disposal of refuse as required in DMMC 7.04.090.

(2) Community-type containers will be required and shall be located not more than 150 feet from any mobile home lot.

(3) These collection areas shall be screened according to the provisions of chapter 18.41 DMMC.

(4) Recycling facilities shall be provided as determined by the Community Development Department.

14.48.220 ~~**Development standards**~~ **- Skirting.** Skirtings are required and shall be constructed of nonflammable material. Every mobile home skirt shall be provided with a door or easily removed portion thereof through which an inspector may gain access to the crawl space under the unit.

14.48.230 Adoption of mobile home regulations by reference. Chapter 296-150B WAC (Standards for Mobile Homes, Commercial Coaches, and Recreational Vehicles), as presently constituted or as may be subsequently amended, is adopted and shall be applicable within the City.

14.48.240 Smoke detectors. Smoke detectors, of a type approved by the building official, shall be installed in all newly set mobile homes.

14.48.250 Furnace controls - Power switch. All furnace controls and power switches shall be placed on the exterior of the furnace enclosure.

14.48.260 Tie downs. All mobile homes shall be equipped with tie downs of a type that has been approved by the building official.

14.48.270 Site plan required - Preexisting parks. The owners of mobile home parks existing before ((~~July 1, 1992~~))September 30, 2003, shall provide the City with a site plan, prepared by a ~~registered civil engineer~~ professional surveyor or engineer and/or in a form acceptable to the Community Development Department showing the number of mobile homes presently on the site, their location, and the dimensions of all lots and the location and size of all roads, sewers, water lines, all other utilities and other structures on the property. The site plan shall be submitted in conjunction with the application or renewal of a business license as required by DMMC 14.44.050.

14.48.280 Preexisting mobile home parks. All mobile home parks existing before((~~July 1, 1992~~))September 30, 2003, and which were in compliance with existing City or county codes at the time of their establishment, shall be legal, nonconforming uses and are entitled to the number of mobile homes which was permitted by the applicable ordinance in effect at the time the mobile home park was established, the number and configuration of individual spaces which are provided for placement of a mobile home for dwelling unit purposes existing on((~~July 1, 1992~~))September 30, 2003, and the privilege of locating in such spaces mobile homes of a size suitable to the dimensions of the individual spaces and subject to the actual setbacks existing on September 30, 2003, as documented in the plan or schematic required in subsection (1) of this section; ~~which are provided for mobile home placement;~~ provided:

(1) The owner of the mobile home park shall provide the City Community Development Department by ~~December 28, 1992~~ ~~June 30,2003~~, September 30, 2003 a plan or schematic of the mobile home park drawn to scale, showing the location and dimension of each space for the placement of mobile homes;

(2) All other provisions of this mobile home park regulation code shall be applicable; and

(3) No increase in density and no increase in the number of mobile homes are allowed unless all of the provisions of this chapter are met.

14.48.290 Administration. The Community Development Director or his/her designee shall enforce the terms of this chapter according to the provisions of this title.

14.48.300 Inspections.

(1) No person may occupy or allow or suffer another person to occupy a mobile/manufactured home before the same has been inspected and approved by the State Department of Labor and Industries, and the installation has been approved by the building official.

(2) The installer/owner shall request an inspection after all aspects of the installation, other than installation of the skirting, have been completed. If the inspection is not completed within 10 business days, the tenant or owner may occupy the mobile/manufactured home at his or her own risk. Occupancy before inspection does not imply City approval.

14.48.310 Authority to issue permits for and inspect installation of mobile/manufactured homes. *Repealed by Ord. 946.*

14.48.320 Mobile/manufactured home installation. No person may install a mobile home unless that person owns the mobile home, is a licensed mobile home dealer, or is a contractor registered under chapter 18.26 RCW, as presently constituted or as may be subsequently amended.

14.48.330 Permits for accessory structures. Building permits shall be required pursuant to chapter 14.08 DMMC for all accessory structures on a mobile/manufactured home lot, including but not limited to awnings, porches, steps, decks, storage sheds, and carports.

14.48.340 Park administration.

(1) The owner(s) of a mobile/manufactured home park shall be responsible for the development and maintenance of the park in strict conformity

with this chapter, the building site plan, and all other applicable laws and ordinances.

(2) A mobile/manufactured home park shall have internal rules and regulations governing, at a minimum, the following:

(a) A requirement that all tenants comply with state inspection codes at the time a mobile/manufactured home is installed or modified.

(b) A requirement that all tenants comply with zoning code restrictions relating to the use of their mobile/manufactured home and lot.

(c) A requirement that all landscaping, buffer areas, recreational areas and facilities, storage areas, streets, walkways, and other common areas and facilities be continuously maintained to at least the minimum standard required by the City and approved by the enforcing agency at the time of initial occupancy.

(3) A mobile/manufactured home park shall have a full time resident manager on site who shall be the agent of the owner with authority to communicate directly with City officials regarding compliance with codes and requirements and who shall be responsible for the enforcement of park rules and regulations.

NEW SECTION. Sec. 2 Severability-Construction

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

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

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

PASSED BY THE City Council of the City of Des Moines this ____ day of ______, 2003 and signed in authentication thereof this ___ day of ____, 2003.

____
M A Y O R

APPROVED AS TO FORM:

____
City Attorney

ATTEST:

____
City Clerk

Published: ______________

Effective Date: ________

DRAFTORD/02/177

NEW BUSINESS
Item #1

AGENDA ITEM

SUBJECT: Draft 2003 Parks, Recreation and Senior Services Master Plan

ATTACHMENTS:
A. Draft 2003 Parks, Recreation and Senior Services Master Plan Project Sheets
B. 2003 Ad Hoc Parks, Recreation and Senior Services Citizens Committee Priority Projects Funding Overview
C. Draft Ordinance 03-108
D. Levy Lid Lift- Impact to City of Des Moines Property Owners

AGENDA OF: April 10, 2003

DEPT. OF ORIGIN: Parks, Recreation and Senior Services

DATE SUBMITTED: April 3, 2003

CLEARANCES:

[ ] Park & Recreation Director
[ ] City Attorney

APPROVED BY THE CITY MANAGER FOR SUBMITTAL

Purpose:
The purpose of the agenda item is for the City Council and Ad Hoc Parks, Recreation and Senior Services Master Plan Citizens Committee to continue their discussions of the Draft Master Plan policies, projects, funding options and implementation strategies. And, for the City Council to provide comments and direction for changes, additions or deletions to the Master Plan so that it can be finalized and brought back to City Council for adoption.

Background:
City Council created an Ad Hoc Parks, Recreation and Senior Services Master Plan Citizens Committee by Resolution in May 2002 to advise City Council on long-range planning, policy and budgetary subjects related to Des Moines Parks, Recreation and Senior Services.

The committee worked with staff to host community workshops and attend numerous neighborhood meetings in July through September to gain public feedback regarding recreation needs. The committee met as a whole every three weeks to review demographic data, evaluate citizen and user group surveys and to create a vision and make recommendations for the 2003 Master Plan. As part of the process the Master Plan Citizens Committee established priorities for parks and open space, recreation and senior services property acquisition, development and ongoing repairs and maintenance of recreation facilities. A comprehensive plan for project funding options was also developed for planned projects.

The committee's findings and recommendations were presented to City Council for review at the February 27, 2003 meeting.

Discussion:
The 2003 Parks, Recreation and Senior Services Master Plan provides a strong vision and direction for parks, open space, recreation facilities, and services and programs for Des Moines.

Master Plan Objectives
1) Assess the current recreation needs and interests of Des Moines stakeholders:
- Evaluate and inventory existing public and private park and recreation facilities and programs
- Forecast demand and needs for future park and recreation services

2) Provide a vision, goals and priorities for the following areas based on the program and service needs of Des Moines stakeholders:
- Acquisition of park land for conservation, open space, and active recreation
- Repair and renovation of existing facilities
- Development of new recreation facilities, and interlocal projects
- Research and analyze opportunities for collaborative projects and programs with other agencies such as: schools, utilities, governments, and private business
- Provide cost estimates for improving and maintaining existing recreation facilities, developing new facilities, and establishing a long range program of capital renovations and improvements
- Recommend standards and programs for existing and future facilities and recreation programs.
- Develop graphic and narrative description of acquisition and facilities development requirements.
- Develop an implementation and action program for the long range plan
- Recommend a funding program to finance improvements and program services.

3) Meet the requirements of the Growth Management Act, Des Moines Comprehensive Plan and Washington State funding agencies through the development of needs analysis and a comprehensive capital planning tool.

Needs Assessment
The Citizens Committee evaluated the distribution of Des Moines parkland based on the city's ten neighborhoods or planning areas including: North Hill, North Central, Downtown, Central, Pacific Ridge, Zenith, South Des Moines, Woodmont West, Woodmont East and Redondo.

The City of Des Moines has an inventory of 128.5 acres of park land; 32 of these acres are conservancy acres with no developed recreational features. With the inclusion of school land the park land inventory increases by 48.6 Acres for a total of 145.1 park acres that are usable for recreational purposes. New land acquisitions proposed in the 2003 Master Plan would increase the combined City recreational acreage by 5 acres (to approximately 150 acres) that provides an acres-to-population ratio of approximately 4.5 acres/1,000 population.

Capital Policy Recommendations
- Dedicate a sustainable portion of Real Estate Excise Tax as ongoing capital funding source for the major capital maintenance of existing recreation buildings and park facilities

- Utilize Levy Lid Lift funding in the amount of $.20 for multiple park projects throughout Des Moines (see projects below) and a Citizen Voted Bond Issue to fund the Community Center project
- Actively seek joint use and shared cost opportunities such as: Interlocal agreements with other governmental agencies, collaborative opportunities with interdepartmental projects, public/private partnerships and volunteerism to develop and maintain parks and facilities
- Support economic development (especially in the downtown, Port of Seattle buyout area and Pacific Highway) through creation of a more aesthetically pleasing environment such as: city gateways and signage to include directional road signs to recreational facilities, well kept streetscapes, banners, and flower baskets
- Provide adequate parking at all recreational facilities
- Support Marina and Redondo Waterfront Improvement Plans capitalizing on Des Moines best recreational features, its waterfront amenities

Alternatives:

The Plan objective is to locate, acquire, develop and improve a good distribution of both neighborhood and citywide recreation and open space areas that provide for a variety of easily accessible recreation opportunities for all Des Moines citizens.

The Ad Hoc Master Plan Citizens Committee seeks direction from City Council regarding the following policy issues:

Project Priorities - Master Plan projects have been prioritized into three categories. Priority One projects correspond to the 2003-2008 Capital Improvement Plan. It is anticipated that these projects can be implemented within that timeframe. Priority Two and Priority Three projects are important projects that should be planned for implementation between 2003-2014 as opportunities become available (e.g., annexation, interlocal agreement, or alternative funding). Proposed projects have been developed based on engineers cost estimates for construction, cost per acre for land acquisition, and ongoing maintenance and operations cost per project. The actual costs of future projects will depend on many factors such as number of projects implemented, site-specific development conditions, economic and inflationary factors, maintenance and operations levels, and political decisions (See Attachment A. Draft 2003 Parks, Recreation and Senior Services Master Plan Project Sheets).

Project Funding Options and Timeline - The Draft Master Plan proposes a 12 year Capital Improvement Plan to address Parks, Recreation and Senior Services needs. Proposed funding sources include adopted 2003-2008 Municipal Capital Improvement park funds totaling $912,028.00, and reprogramming 2003-2008 Municipal Capital Improvement funds totaling $621,191.00, voted bond funds in the amount of $6.5M, grants in the amount of $429,085.00. The Plan also requires City council approval of a voted $.20 Levy Lid Lift ballot measure as a sustainable funding source contributing $4,894,734.00 during the 12-year Plan and providing for continued maintenance and operations money for Levy projects into the future. (See Attachment B. 2003 Ad Hoc Parks, Recreation and Senior Services Citizens Committee Priority Projects Funding Overview). Attachment D. Levy Lid Lift- Impact to City of Des Moines Property Owners provides an overview of the cost of a Levy Lid Lift based on assessed valuation.

Project Implementation- The Ad Hoc Parks, Recreation and Senior Services Advisory Committee recommends a Parks and Recreation Commission be appointed by City Council to provide ongoing advise to the city regarding implementation of Master Plan projects. (See Attachment C. Draft Ordinance 03-108).

Implementation of the Master Plan will also require a great deal of interlocal collaboration, joint planning, and a commitment of financial resources from numerous sources. The City of Des Moines Parks, Recreation and Senior Services Department will work with other city departments, school districts, Highline Community College, neighboring cities, King County, local utility districts, Washington State and Des Moines residents and businesses to achieve the Plan.

Financial Impact:
See the above section.

Recommendation/Conclusion:
The Ad Hoc Parks, Recreation and Senior Services Master Plan Citizens Committee and staff recommend that the Des Moines City Council review the Draft 2003 Parks, Recreation and Senior Services Master Plan and direct the Ad Hoc Master Plan Citizens Committee and staff to prepare a final draft for a future public hearing and City Council adoption and implementation of the Master Plan in 2003.

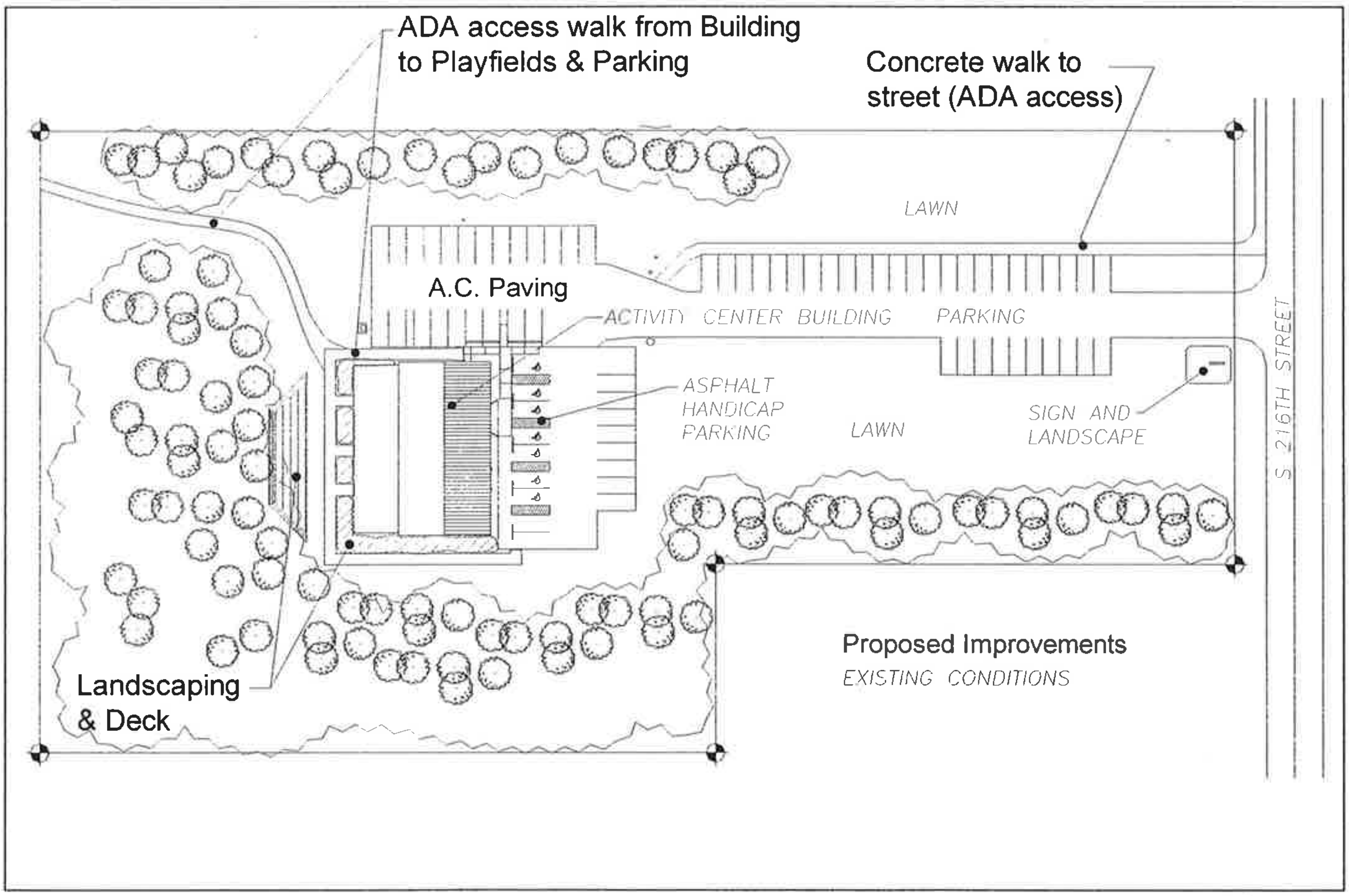
Concurrence:
Interdepartmental involvement included City of Des Moines Administration, Community Development, Marina, Finance, Public Works and Parks, Recreation and Senior Services Departments. The neighboring cities of Kent, Federal Way and SeaTac and Highline and Federal Way School Districts provided advice regarding existing and future recreational resources impacting Des Moines and the greater South King County area.

PROJECT #1

Des Moines Parks, Recreation and Senior Services Master Plan

Activity Center

Address:	2045 South 216th Street
Size:	4.14 Acres
Zoning:	Residential; Suburban Estates
Park Classification:	Indoor Recreation Facility
Description:	The Activity Center is a multi-purpose facility for senior service programs, meetings, art classes, dancing, and other active and passive activities.
Goal:	Indoor facility for passive and active indoor recreation
Existing Facilities:	Renovated interior spaces, parking and access to community park for walking trails and sports.
Proposed Improvements:	ADA pathway and parking improvements and landscaping, and deck or patio.



Design & Construction Cost: 1(a) $48,500; 1(b) $30, 950
Maintenance Level: I
Existing Annual Maintenance Cost: Not Determined
Annual Maintenance Cost for Proposed Improvements: 1(a) $8,000

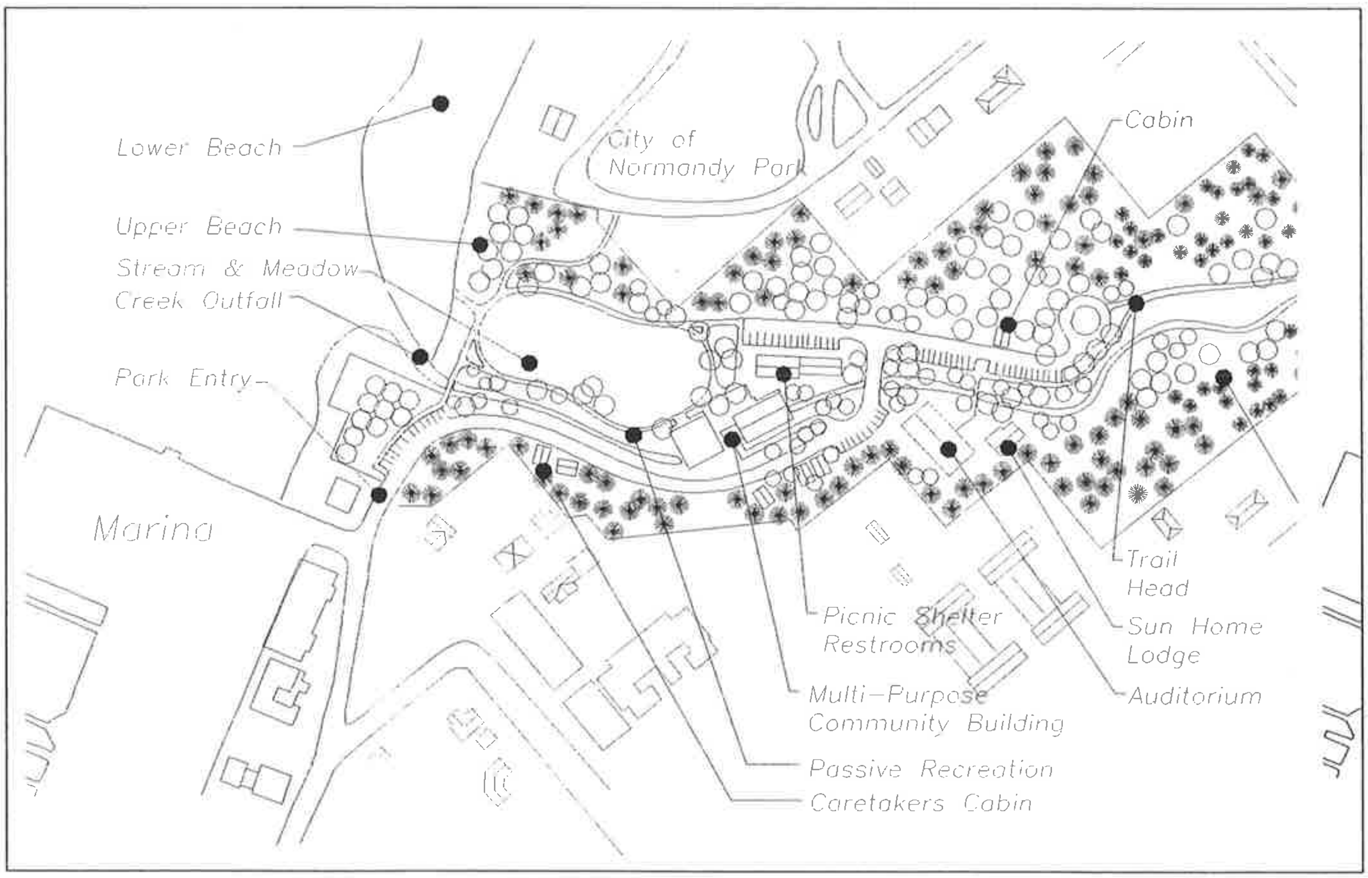
ATTACHMENT A

PROJECT #2

Des Moines Parks, Recreation and Senior Services Master Plan

Des Moines Beach Park

Address:	22030 Cliff Avenue South
Size:	22.3 acres
Zoning:	Residential; Suburban Estates
Park Classification:	Community Park
Description:	Des Moines Beach Park is a multi-purpose park providing public access to Puget Sound tidal flats and Des Moines Creek. The park is the future trailhead of the Des Moines Creek Trail. The park is located at the north end of Cliff Drive and the Marina.
Goal:	Waterfront recreation
Existing Facilities:	Play equipment, recreation buildings, picnic shelter, picnic tables, restrooms, benches, open lawn area, parking, beach access, and Des Moines Creek.
Proposed Improvements:	Master Plan to evaluate future uses and waterfront improvements.

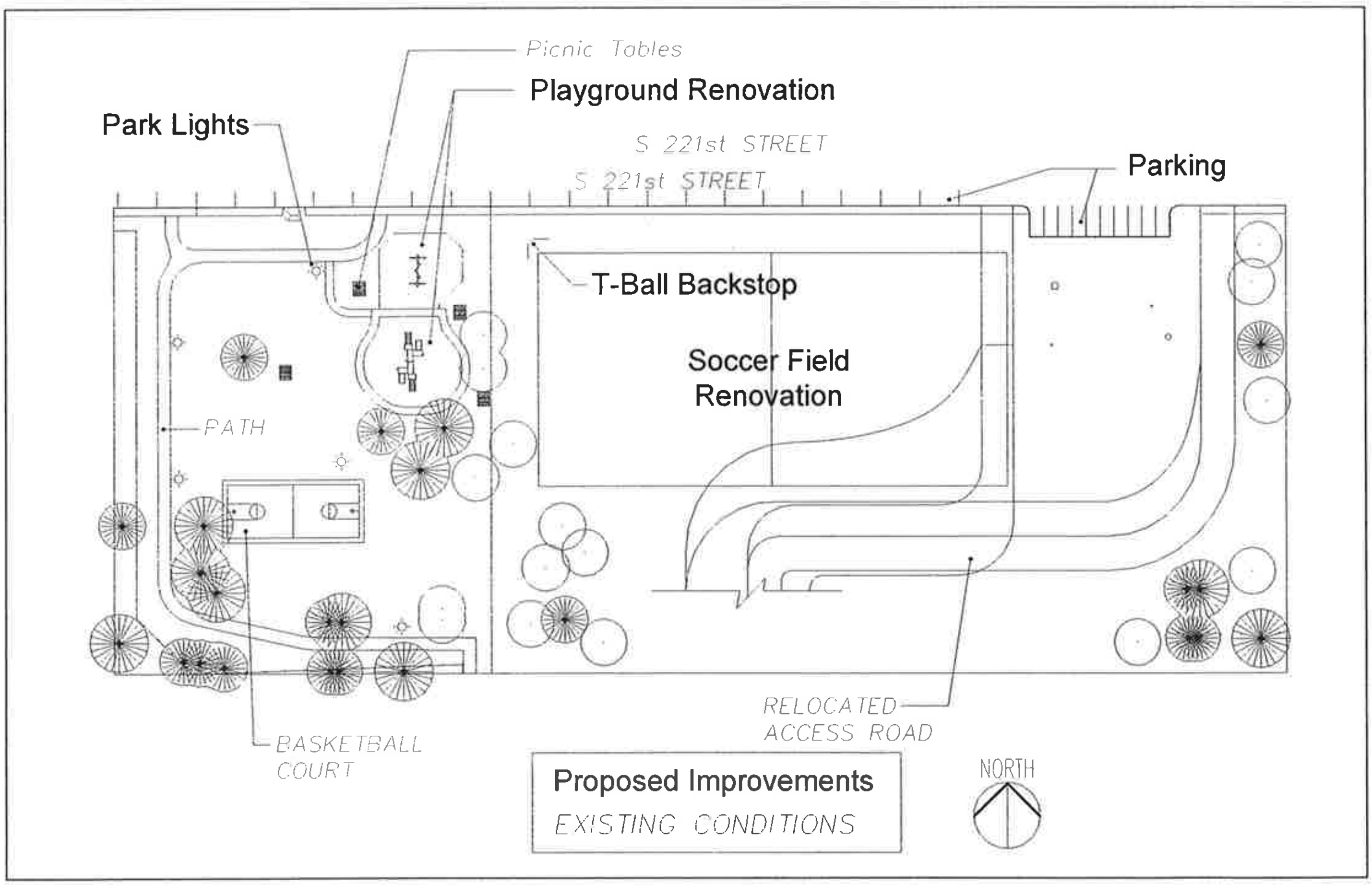


Master Plan:	2(a) $75,000.00
Design & Construction Cost:	2(b) $1,000,000 – Future park renovations
	2(c) $68,200 – Play area resurfacing & walkways to ADA standards
Maintenance Level:	I
Existing Annual Maintenance Cost:	$120,000.00

Annual Maintenance Cost for Proposed Improvements: 2(c) $6,000

Midway Park

Address:	2900 221st Street
Size:	1.6 Acres
Zoning:	Residential; Suburban Estates
Park Classification:	Neighborhood Park
Description:	Midway Park is a small neighborhood park with play equipment, sports court, picnic tables, and walking paths. A playfield is located on Puget Sound Energy property to the east of the park.
Goal:	Neighborhood recreation
Existing Facilities:	Two play areas, basketball court, picnic tables and on street parking.
Proposed Improvements:	Park lighting, pathway improvements, play equipment relocation, and drinking fountain. Park expansion with sports field and parking.



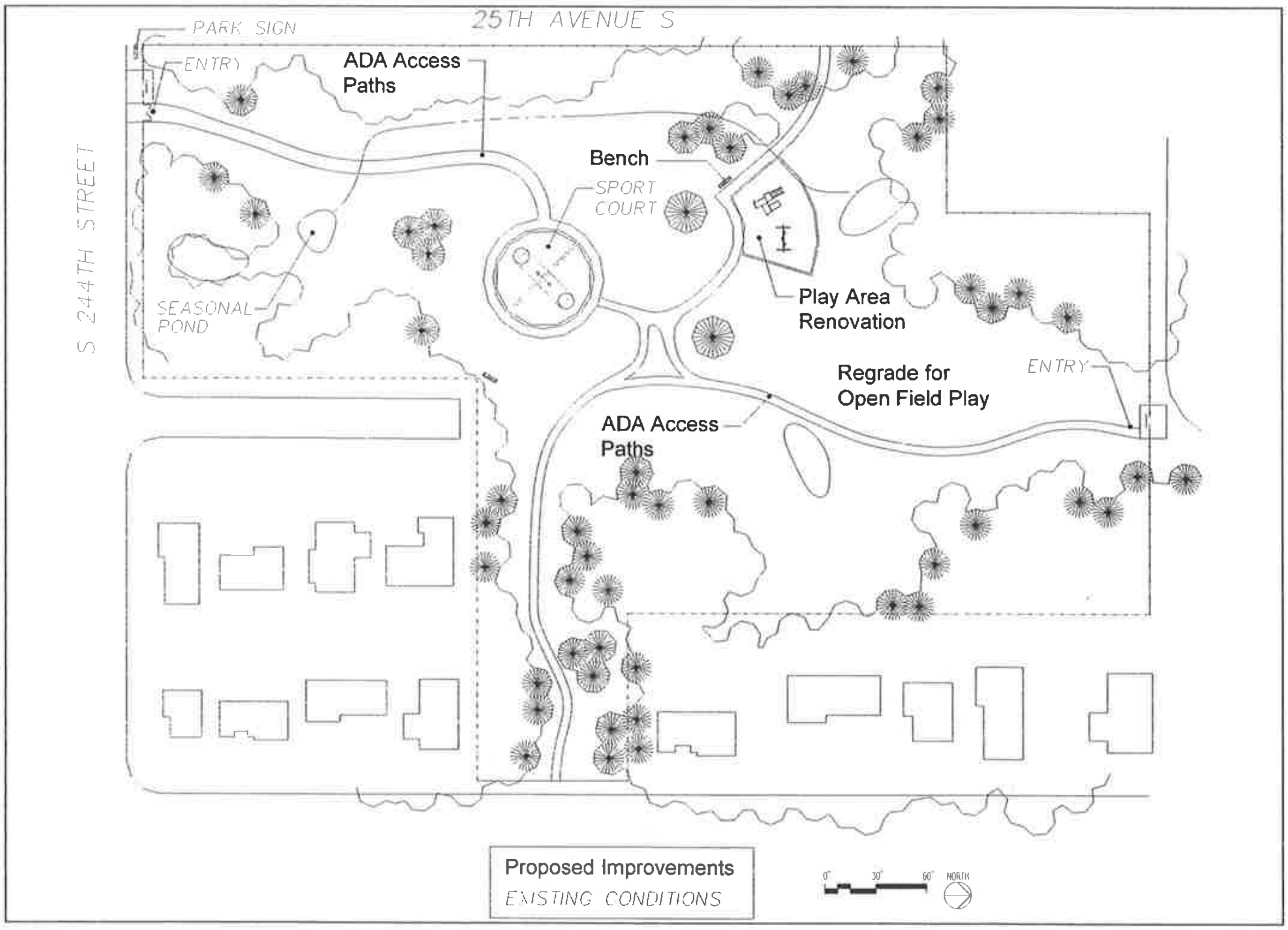
Design & Construction Cost: 3(a) $81,000, 3(b) $62,200
Maintenance Level: II
Existing Annual Maintenance Cost: $9,000
Annual Maintenance Cost for Proposed Improvements: 3(a) $6,000, 3(b) $12,000

PROJECT #4

Des Moines Parks, Recreation and Senior Services Master Plan

Parkside Park

Address:	2500 244th Street
Size:	4.4 Acres
Zoning:	Residential; Suburban Estates
Park Classification:	Neighborhood Park
Description:	Parkside Park is a small neighborhood park with sports courts and walking paths. Due to deterioration, play equipment was removed in 1999. Large trees protect the open, hilly, grassed areas in the center of the park. The 4.4-acre park is located at South 244th Street and 26th Place South.
Goal:	Neighborhood recreation
Existing Facilities:	Meadow, basketball court, & trail.
Proposed Improvements:	Contour hillside for safety and security improvements; install play equipment, relocate existing play equipment, replace sports court and pathways to make ADA accessible.

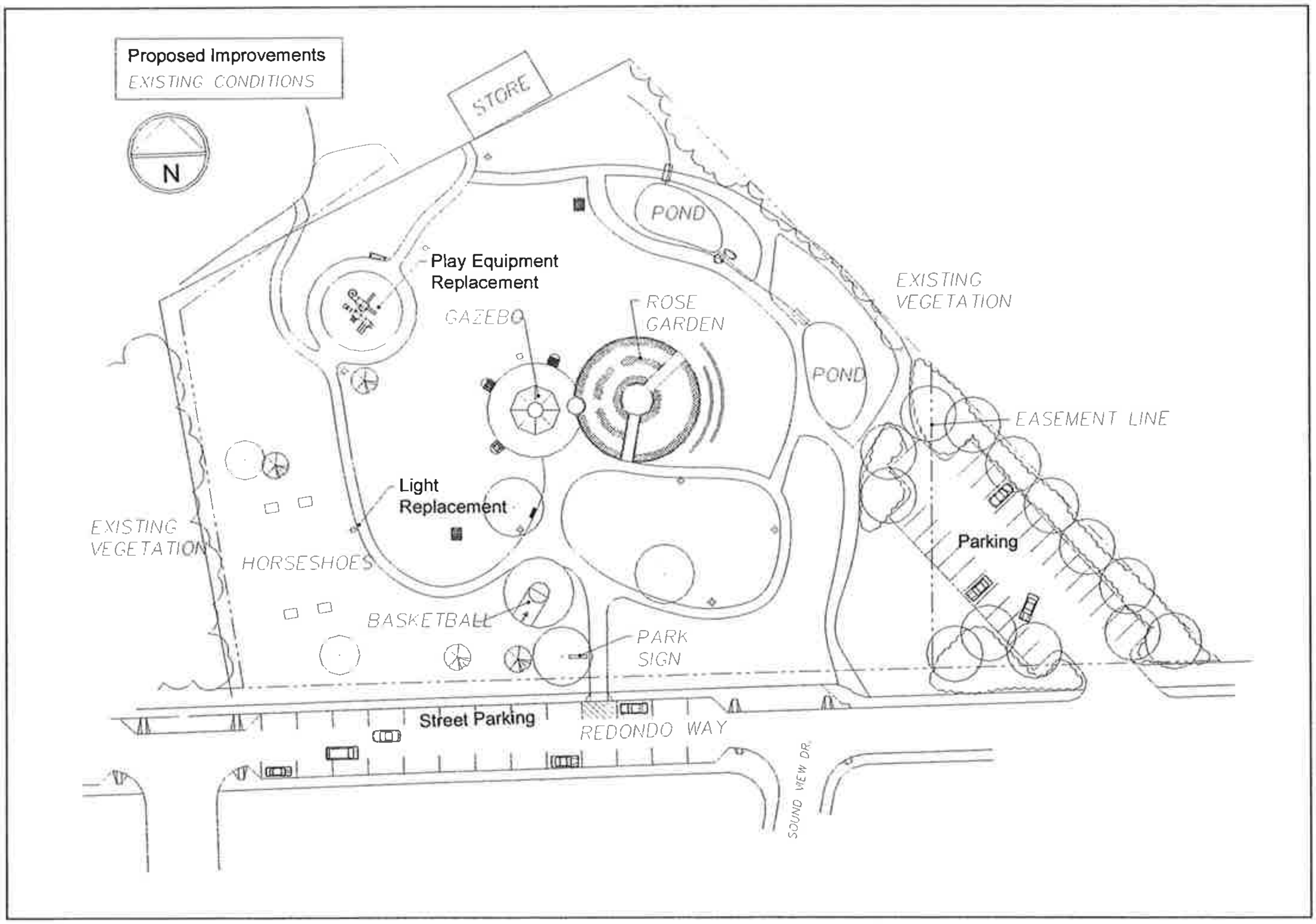


Design & Construction Cost: 4(a) $66,100 primary; 4(b) $81,150
Maintenance Level: II
Existing Annual Maintenance Cost: $4,000
Annual Maintenance Cost for Proposed Improvements: 4(a) $6,000; 4(b) $8,000

Des Moines Parks, Recreation and Senior Services Master Plan

Wooton Park

Address:	South 283rd Street
Size:	2.9 acres
Zoning:	Residential; Suburban Estates
Park Classification:	Neighborhood Park
Description:	Wooton Park is a neighborhood park providing both passive and active recreational opportunities. It also offers views of Puget Sound.
Goal:	Passive and Active Recreation
Existing Facilities:	Picnic tables, benches, gazebo, barbeque, basketball half court, play equipment, horseshoe pits, rose garden, pathways, & landscaping
Proposed Improvements:	Play equipment repairs, lighting replacement and parking improvements.



Design & Construction Cost:	5(a) \$42,770
	5(b) \$29,500- Street Frontage Improvements
	5(b) \$48,950 – Parking at Southeast Corner
Maintenance Level:	I
Existing Annual Maintenance Cost:	\$18,000

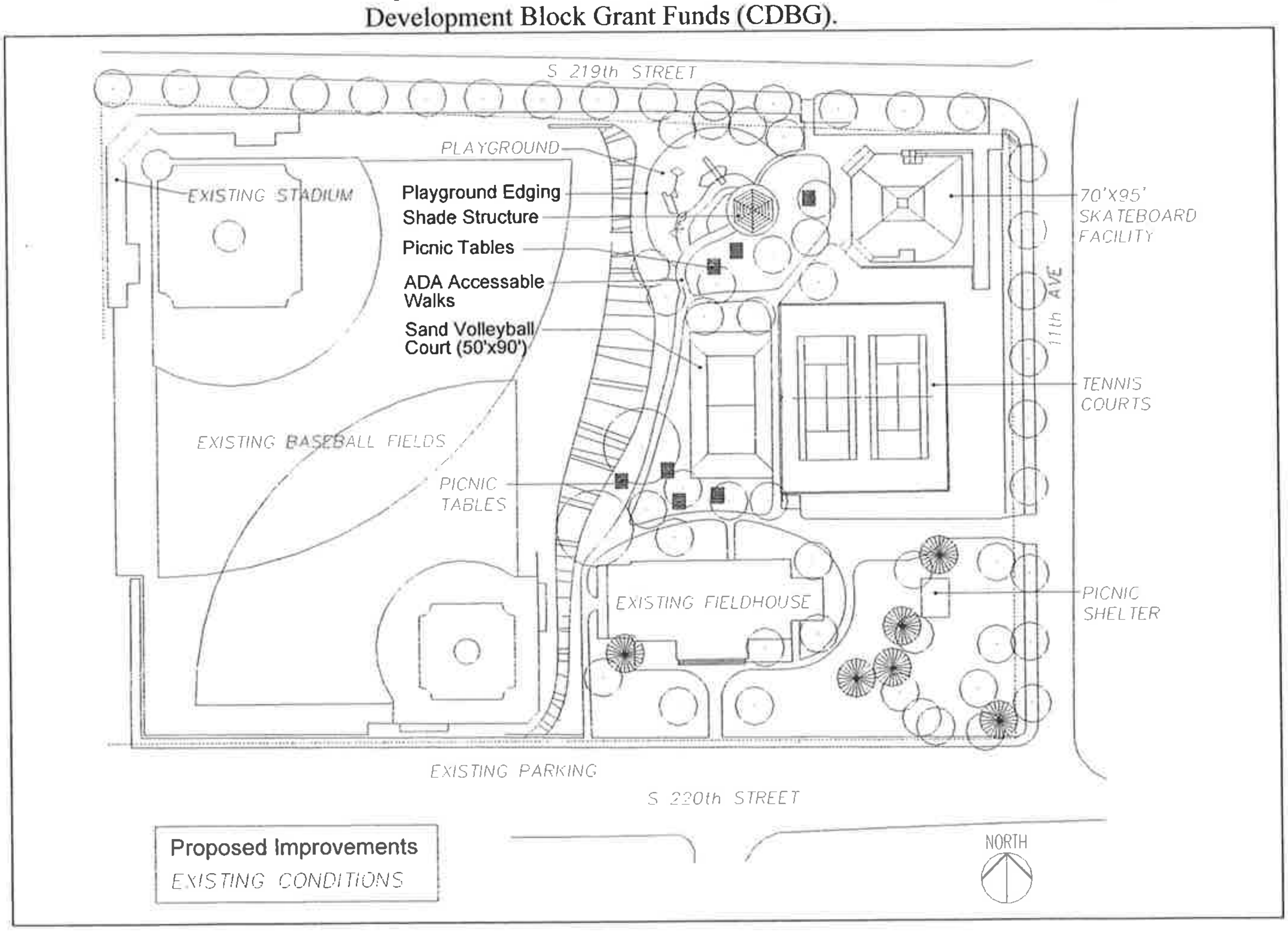
Annual Maintenance Cost for Proposed Improvements: 5(a) \$6,000

PROJECT #6

Des Moines Parks, Recreation and Senior Services Master Plan

Des Moines Field House Park

Address:	1000 South 220th Street
Size:	5.2 acres
Zoning:	Residential; Suburban Estates
Park Classification:	Community Park
Description:	The Des Moines Field House is the only city-owned indoor activity facility/gymnasium. The WPA-built log field house has been designated a King County Historic Landmark. The City of Des Moines Park and Recreation Department administrative offices are located in the Field House.
Goal:	Community recreation
Existing Facilities:	Field House, softball stadium, play equipment, skateboard facility, picnic tables, picnic shelter, park offices, indoor basketball, & community rooms.
Proposed Improvements:	Park-Sand volleyball court, shade structure, play equipment, and pathway improvements. Field House improvements funded with Community Development Block Grant Funds (CDBG).

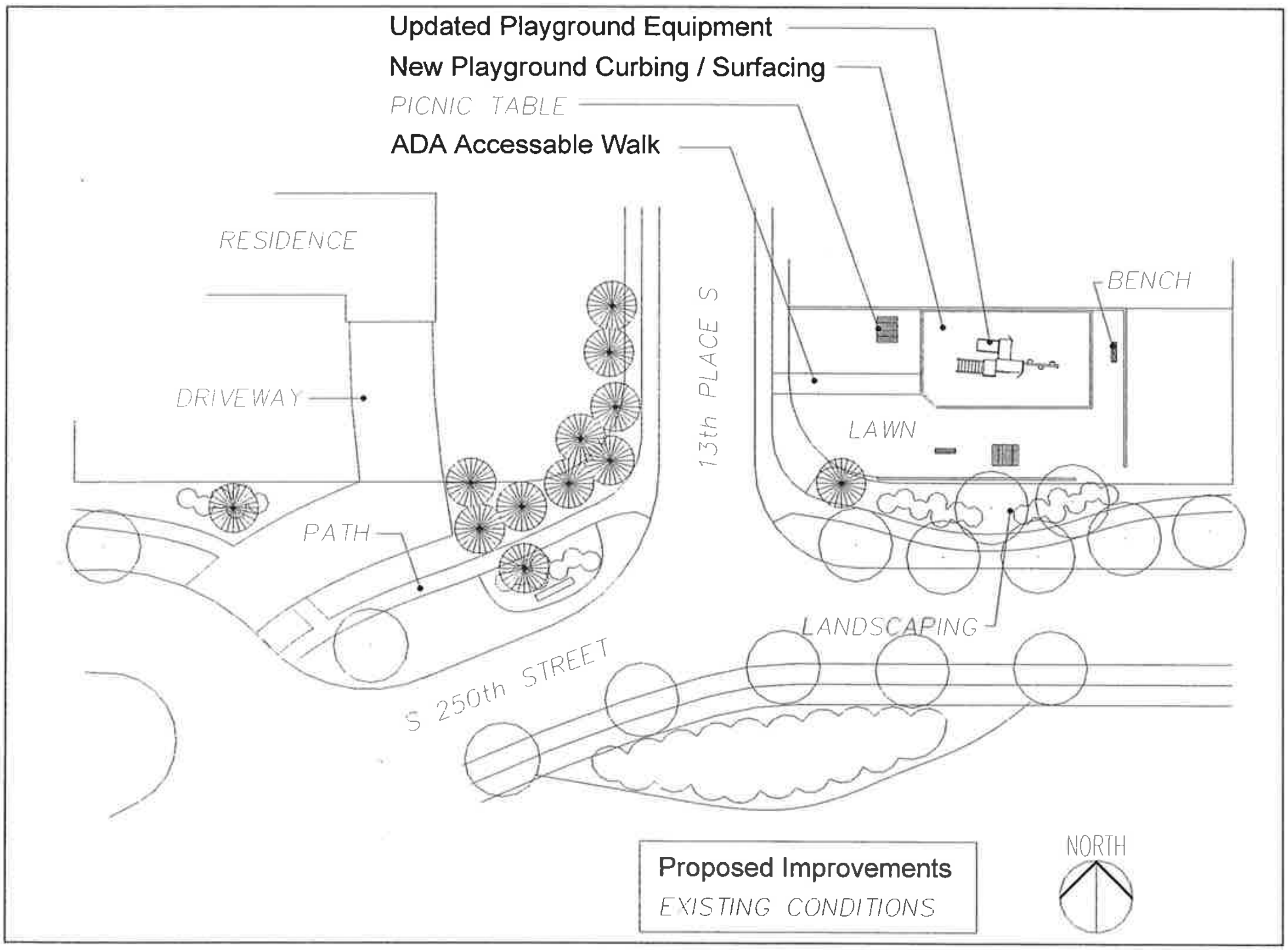


Design & Construction Cost: $78,570 (park); $160,000 (Building CDBG)
Maintenance Level: I
Existing Annual Maintenance Cost: $45,000
Annual Maintenance Cost for Proposed Improvements: $6,000

Des Moines Parks, Recreation and Senior Services Master Plan

Cecil Powell Park

Address:	1300 S. 250th Street
Size:	0.2 acres
Zoning:	Residential
Park Classification:	Mini-Park
Description:	Cecil Powell Park is a small neighborhood play area for children and families with play equipment, lawn, and benches.
Goal:	Neighborhood Park
Existing Facilities:	Open lawn, play equipment, benches and landscape areas.
Proposed Improvements:	Play equipment, walkway



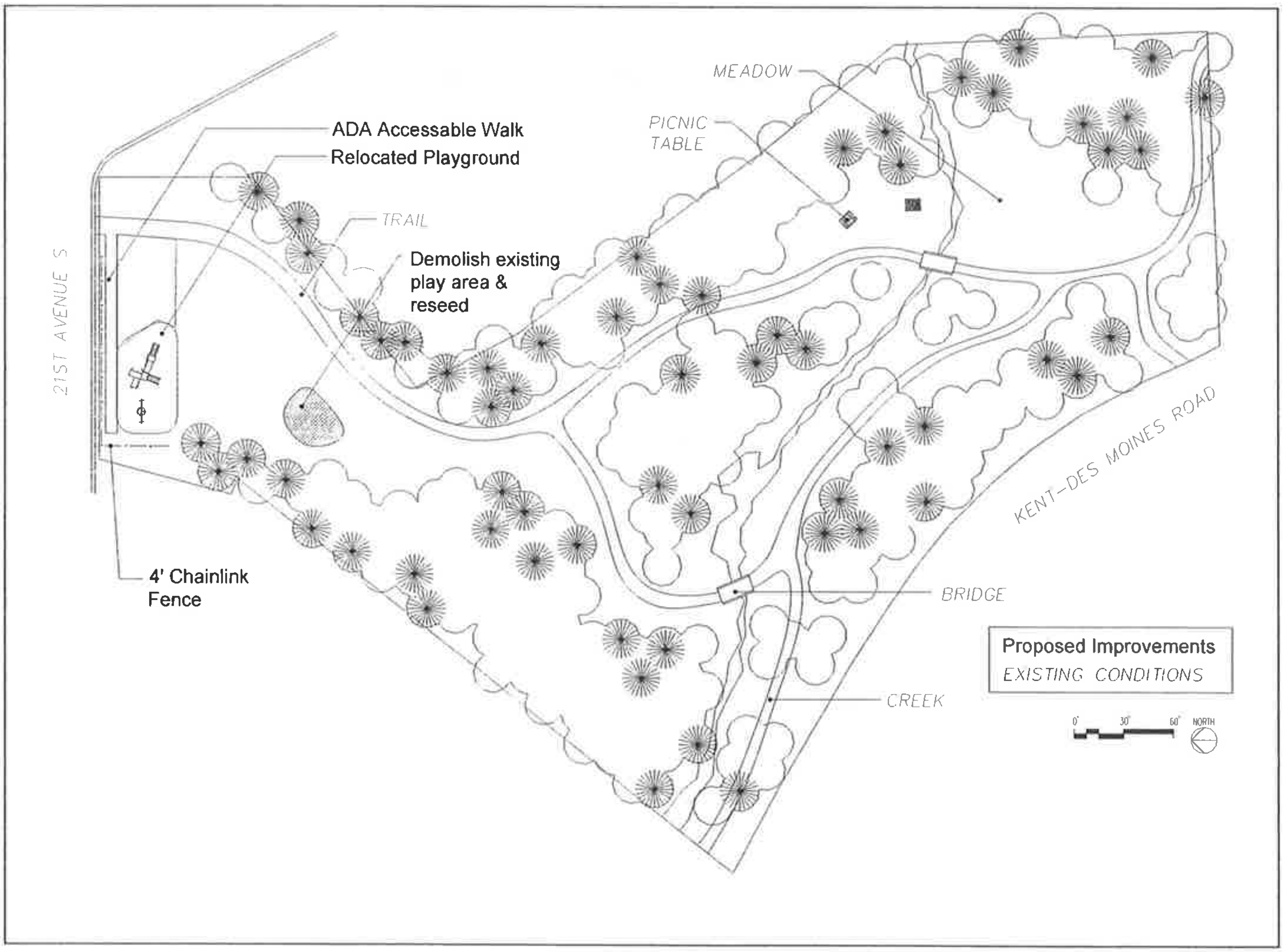
Design & Construction Cost:	$41,680
Maintenance Level:	I
Existing Annual Maintenance Cost:	$2,500
Annual Maintenance Cost for Proposed Improvements:	$0

PROJECT #8

Des Moines Parks, Recreation and Senior Services Master Plan

City Park/Kiddie Park

Address:	21st Avenue & Kent-Des Moines Road
Size:	3.2 acres
Zoning:	Residential; Suburban Estates
Park Classification:	Conservancy and Mini-Park
Description:	City Park/Kiddie Park is a neighborhood park of lawn, trees, play equipment, picnic tables, and nature trails. The active areas overlook the Massey Creek ravine.
Goal:	Neighborhood recreation
Existing Facilities:	Trail, picnic tables, play equipment, meadow.
Proposed Improvements:	Relocate play equipment to more visible upland area and replace equipment as needed.

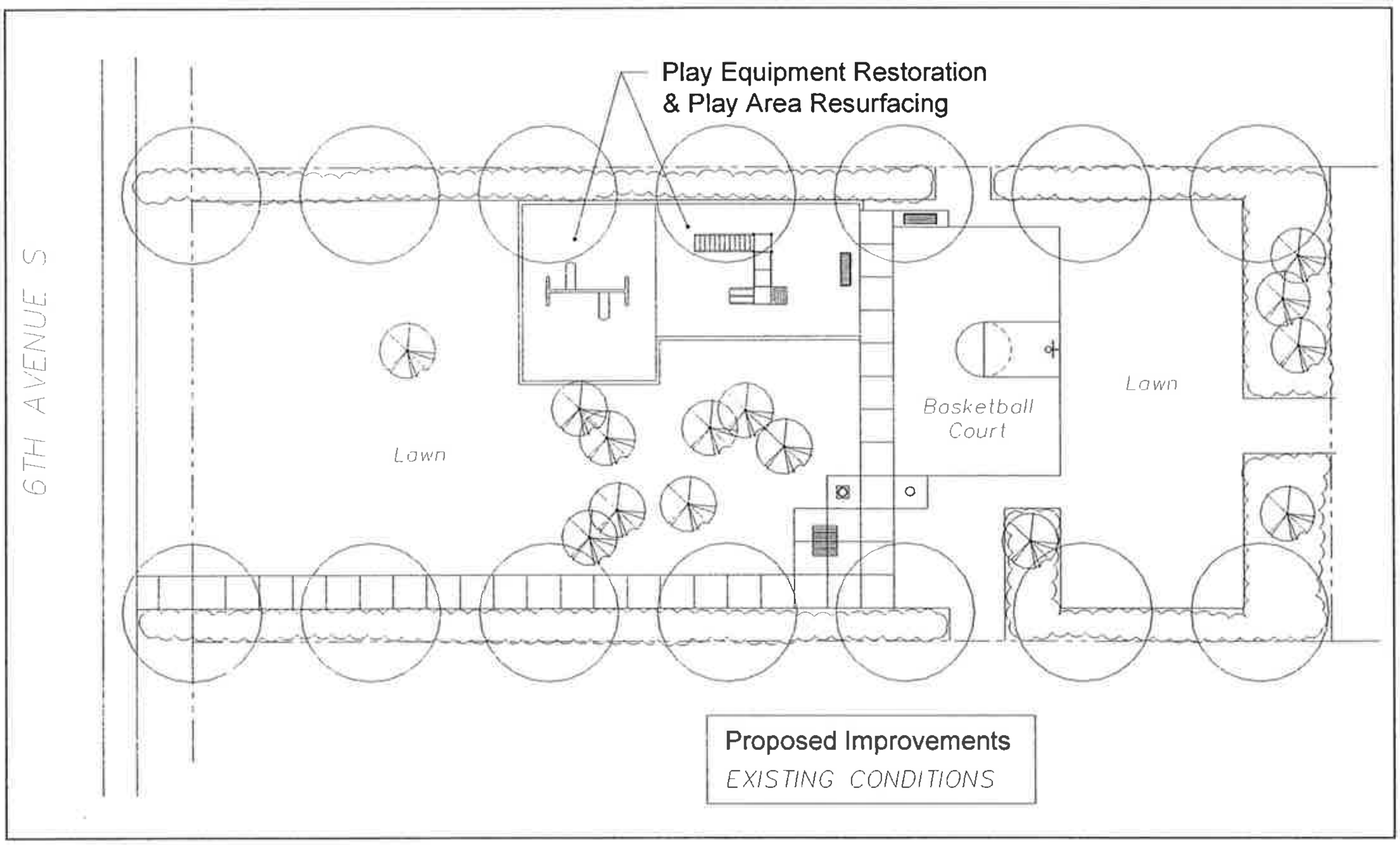


Design & Construction Cost:	$27,949
Maintenance Level:	II
Existing Annual Maintenance Cost:	$12,800

Des Moines Parks, Recreation and Senior Services Master Plan

Westwood Park

Address:	6th Avenue S. & S. 192nd Street
Size:	1.34 Acres
Zoning:	Residential; Suburban Estates
Park Classification:	Mini-Park
Description:	Westwood Park is a neighborhood park for passive and active use.
Goal:	Neighborhood recreation
Existing Facilities:	Walkway, sports court, play structure, picnic table, benches, drinking fountain
Proposed Improvements:	Play equipment restoration, and resurfacing.



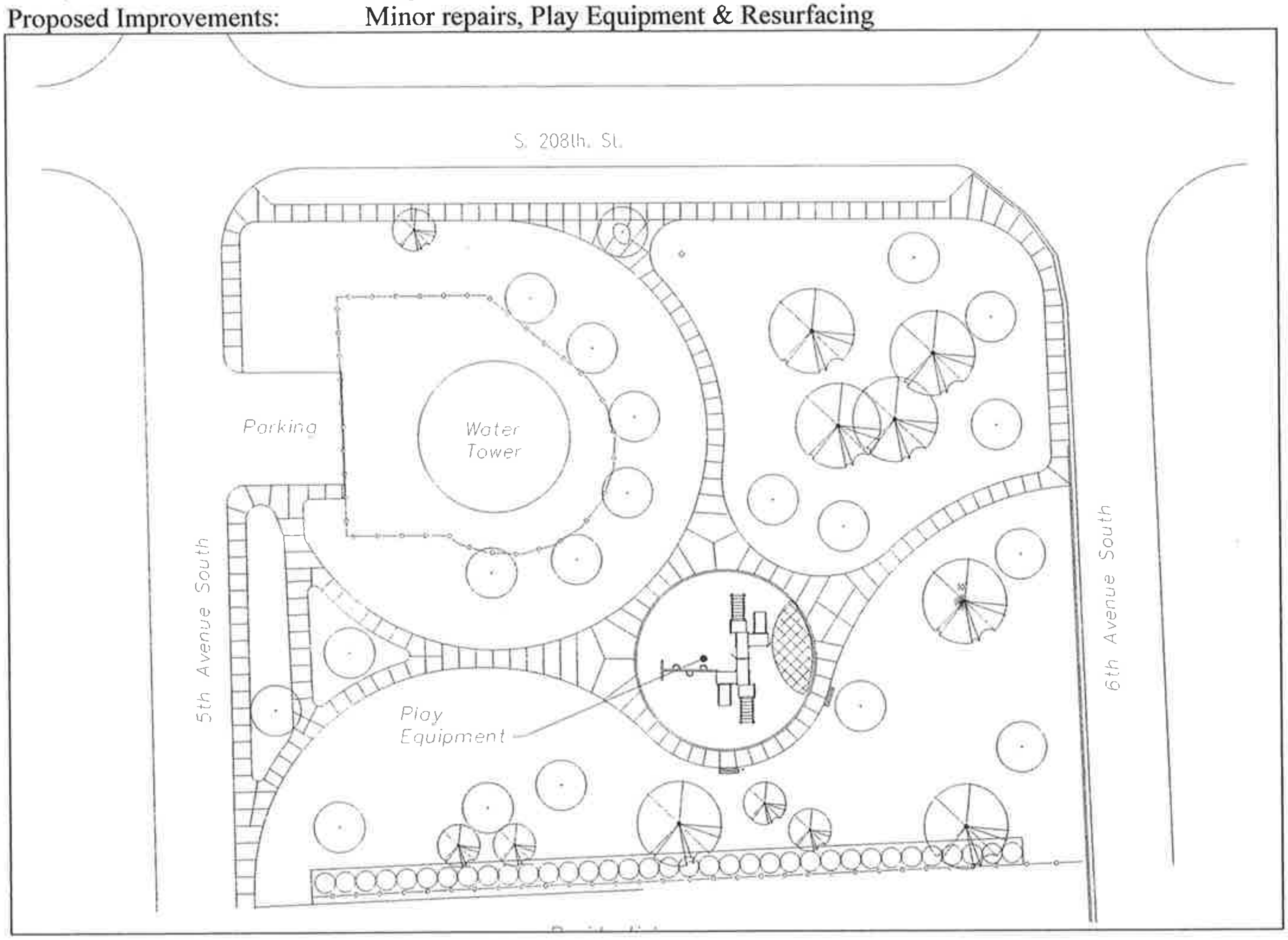
Design & Construction Cost: $2,600
Maintenance Level: II
Existing Annual Maintenance Cost: $6,000
Annual Maintenance Cost for Proposed Improvements: $0

PROJECT #10

Des Moines Parks, Recreation and Senior Services Master Plan

Water Tower Park

Address:	South 208th Street between 5th Avenue South and 6th Avenue South
Size:	1.34 Acres
Zoning:	Residential; Suburban Estates
Park Classification:	Neighborhood Parks
Description:	Water Tower Park is leased and managed by the City of Des Moines from Highline Water District with Play equipment, picnic tables, benches, open lawn area, pathways, on street parking, & irrigation.
Goal:	Neighborhood recreation
Proposed Improvements:	Minor repairs, Play Equipment & Resurfacing

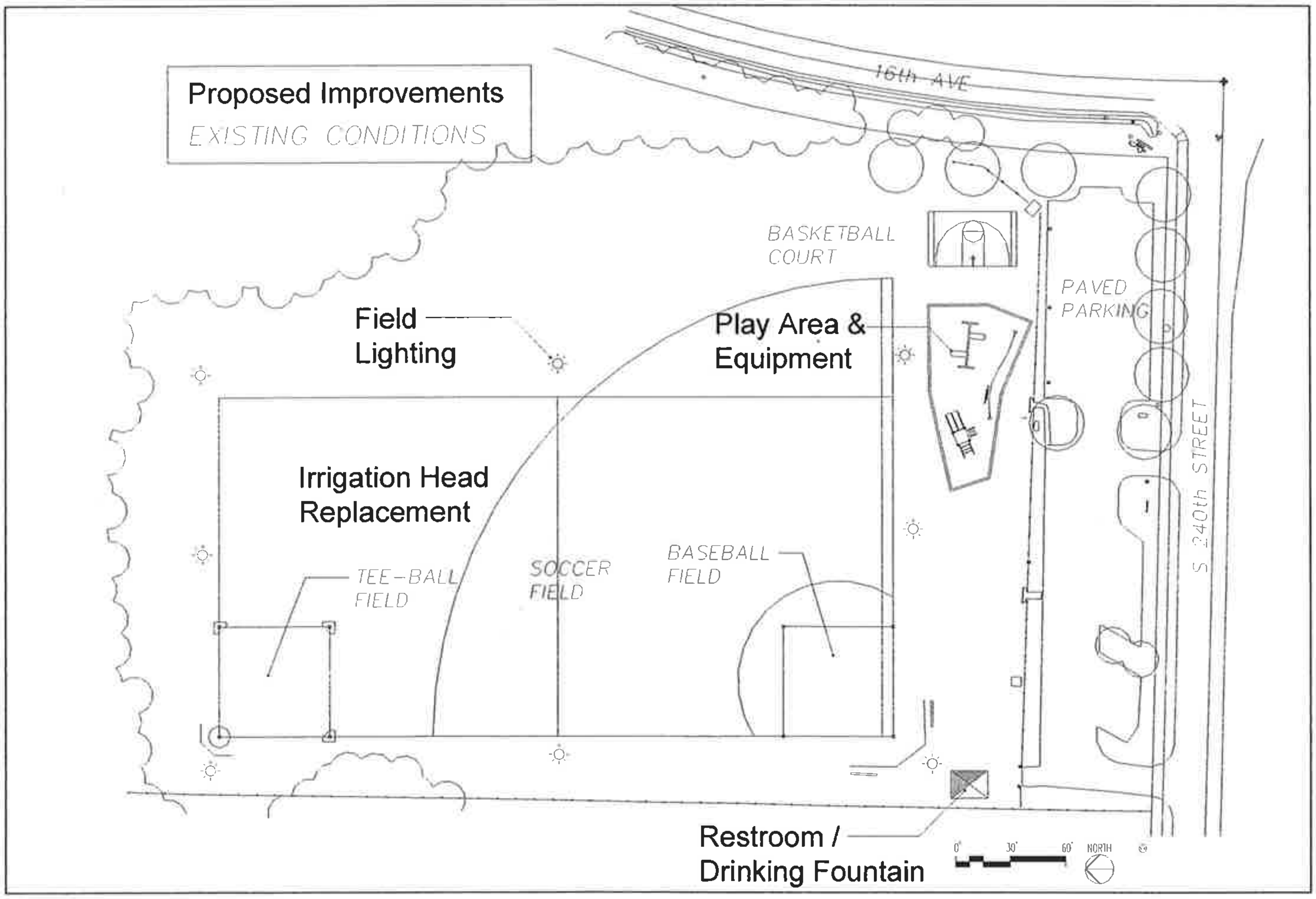


Design & Construction Cost:	$1,000
Maintenance Level:	I
Existing Annual Maintenance Cost:	$8,000
Annual Maintenance Cost for Existing Improvements:	None

Des Moines Parks, Recreation and Senior Services Master Plan

Zenith Park

Address:	NW corner of South 240th Street and 16th Avenue South
Size:	5.5 Acres
Zoning:	Residential
Park Classification:	Community Park
Description:	Zenith Park is a 5.5-acre community park with heavily used sports fields. The total Zenith site occupies 11.6 acres. The 5.5 acre developed portion is leased and managed by the City of Des Moines from the Highline School District.
Goal:	Community recreation, sports
Existing Facilities:	Multipurpose sports fields, sports court, and parking.
Proposed Improvements:	Field lights, drinking fountain, play equipment, irrigation repair, and restrooms.



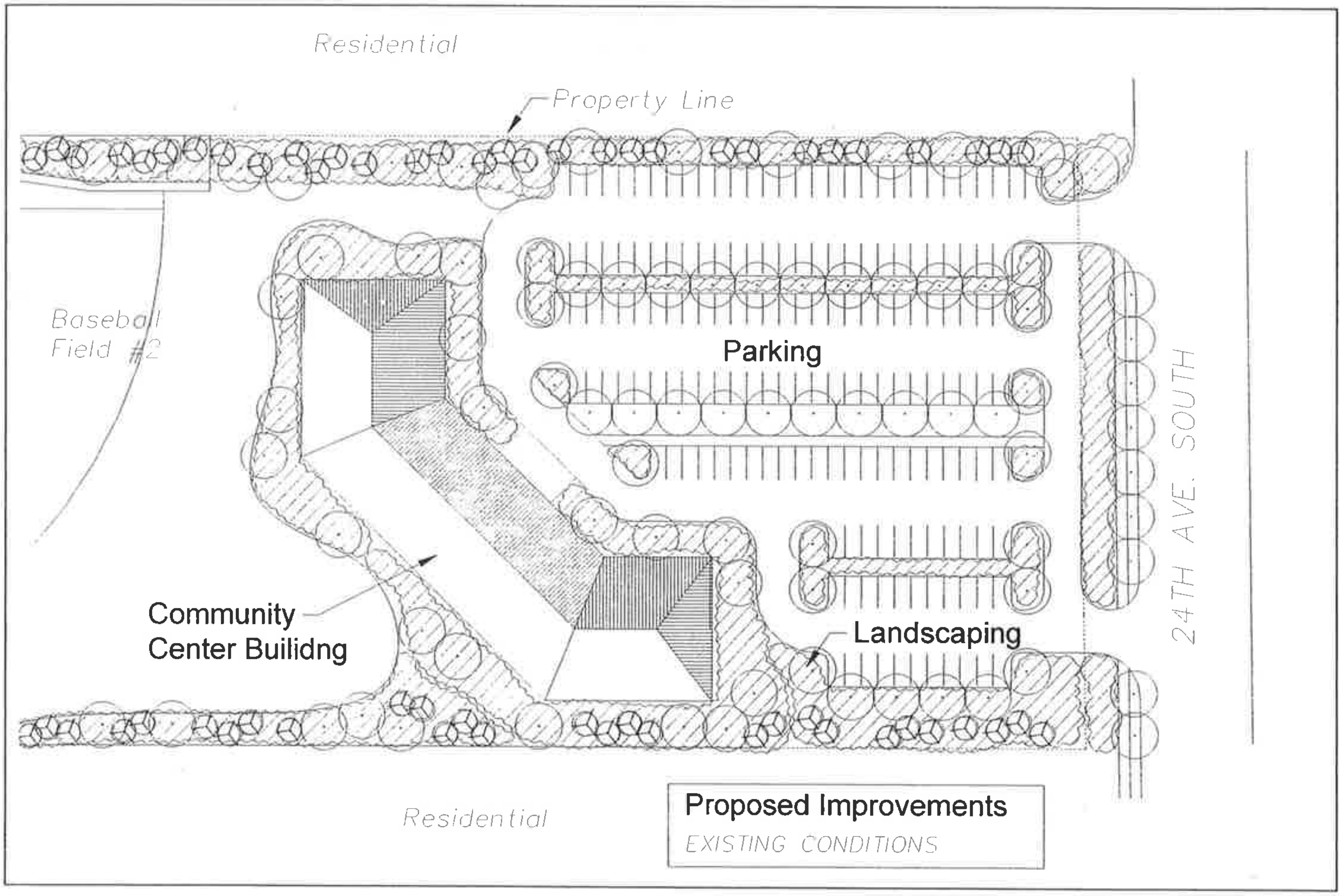
Land Acquisition:	11(b) $500,000
Design & Construction Cost:	11 (a) $71,000; 11 (c) $261,464
Maintenance Level:	I
Existing Annual Maintenance Cost:	$30,000
Annual Maintenance Cost for Proposed Improvements	$12,000

PROJECT #12

Des Moines Parks, Recreation and Senior Services Master Plan

Community Center @ Underwood Park

Address:	21939 24th Avenue South
Size:	20,000 sq. ft.
Zoning:	Residential; Suburban Estates
Park Classification:	Community Park
Description:	New 20,000 square foot, with commercial kitchen, large meeting room, multi-purpose rooms, and restrooms.
Goal:	Community recreation
Improvements:	Construction of a new multi-purpose recreation facility, parking, and trails.



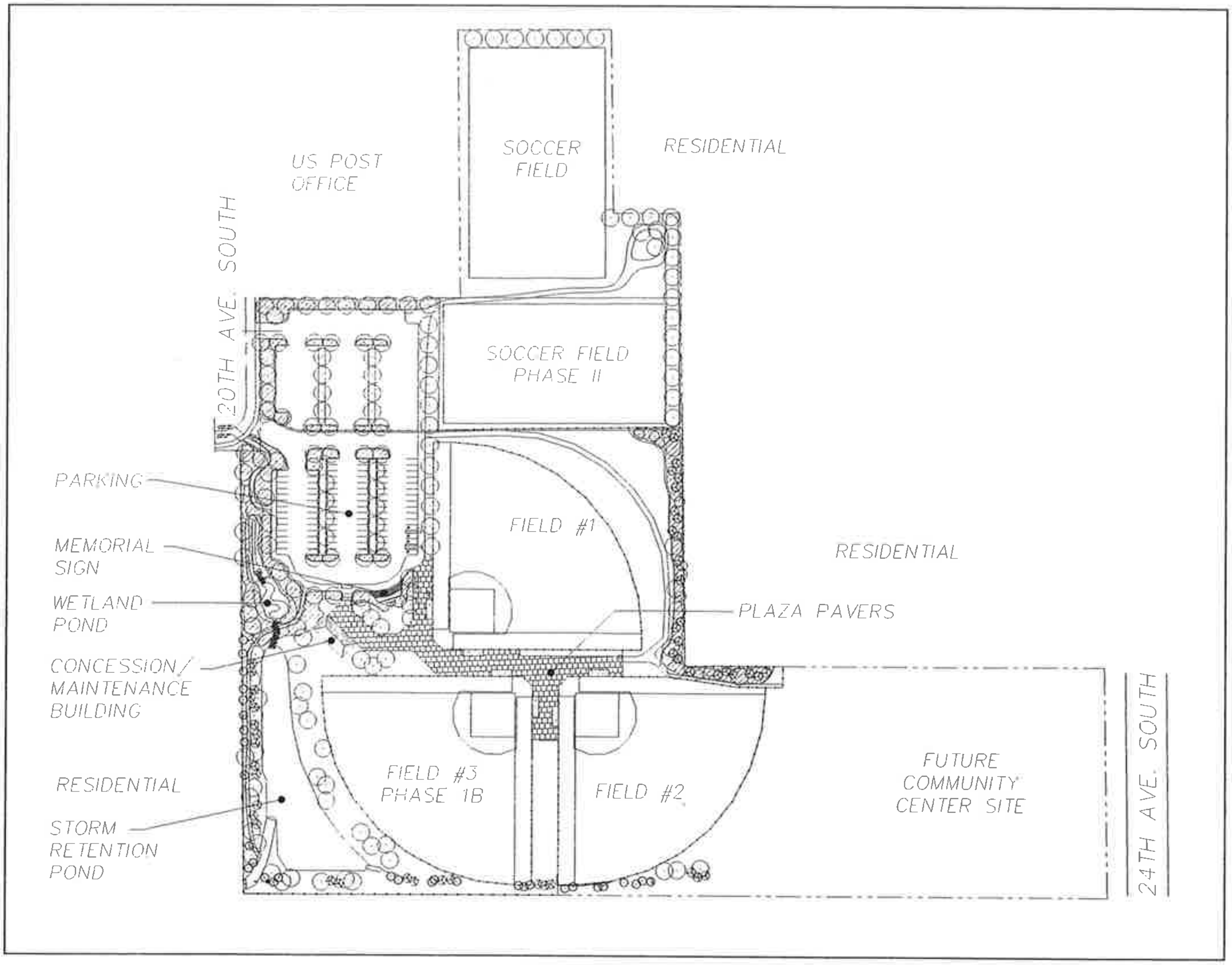
Design & Construction Cost: $6,500,000
Maintenance Level: I
Existing Annual Maintenance Cost: $0
Annual Maintenance Cost for Proposed Improvements: $120,000-$180,000

PROJECT #13

Des Moines Parks, Recreation and Senior Services Master Plan

Steven J. Underwood Memorial Park

Address:	21800 20th Avenue South
Size:	20 Acres
Zoning:	Residential
Park Classification:	Community Park; Sports Complex
Description:	The first phase of this sports complex includes two competition softball fields, storm pond retention, parking, paver plaza, and a walking trail around the site.
Goal:	Community Recreation, League and Tournament Sports
Proposed Improvements:	Phase IB – One competition softball field, restrooms (field lights optional) Phase II – One competition soccer field, field lights, and parking



Design & Construction Cost: 13(a) Phase IB - $393,700; 13(b)– Lighting - $300,000
13(c) Phase II - $1,079,085

Maintenance Level: I

Existing Annual Maintenance Cost: $50,000

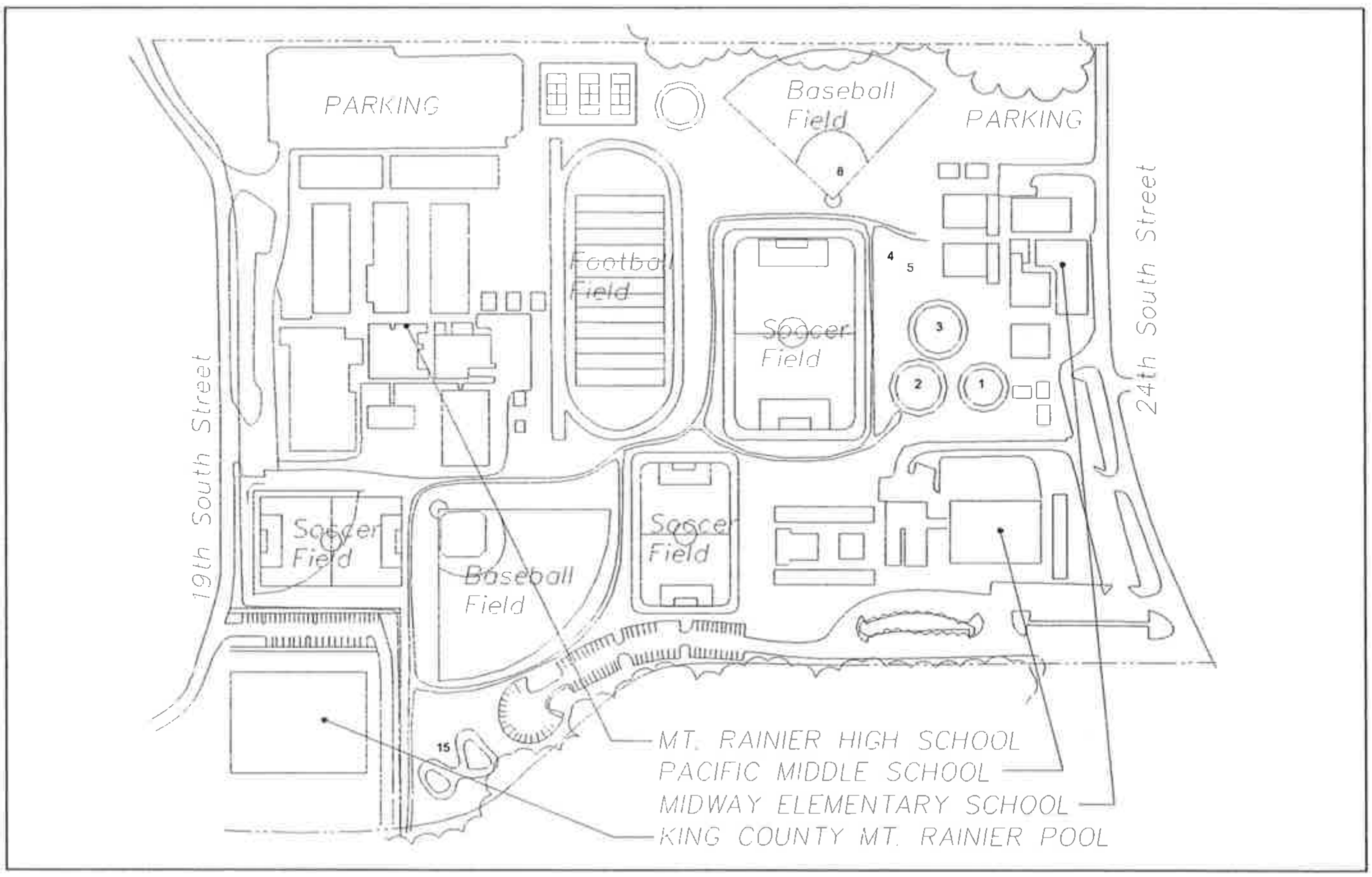
Annual Maintenance Cost for Proposed Improvements: 13(a) $12,000; 13(c) $14,000

PROJECT #14

Des Moines Parks, Recreation and Senior Services Master Plan

Aquatics Facility

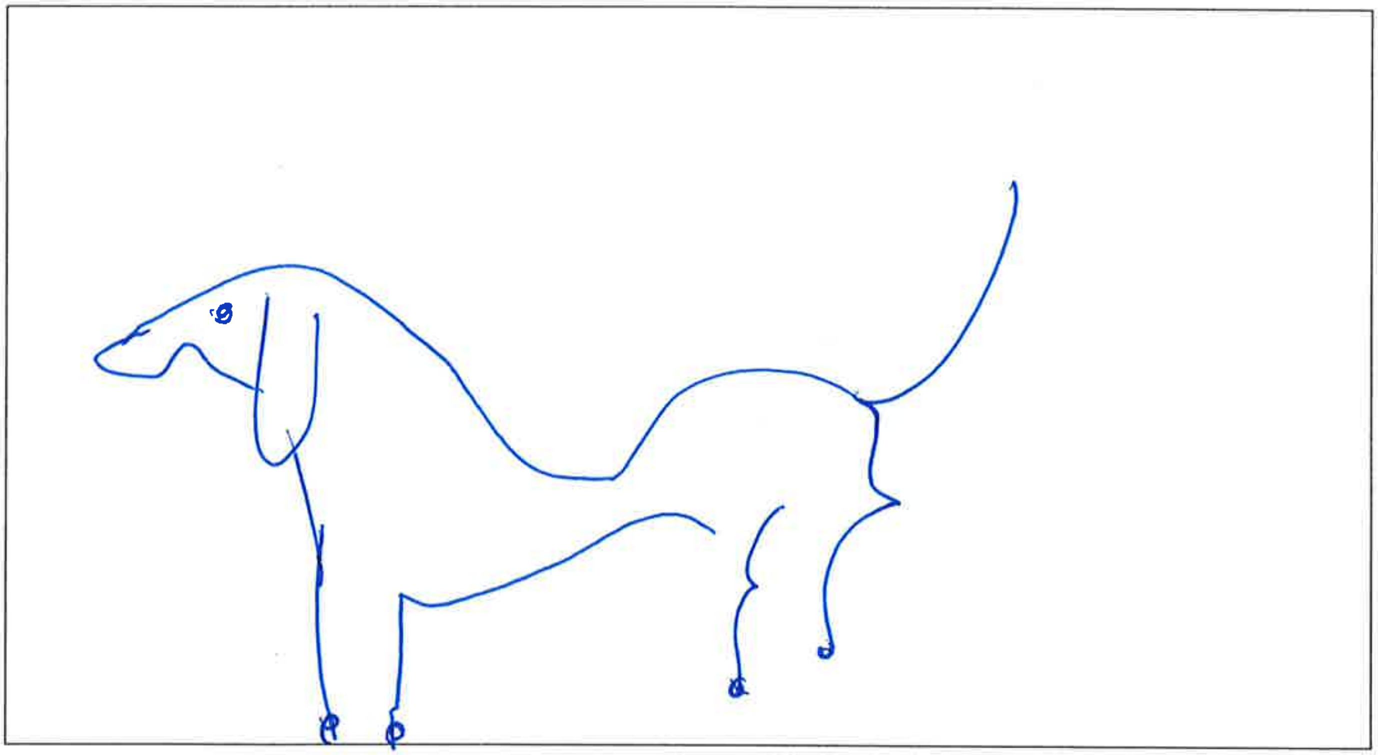
Address:	TBD
Size:	5 Acres, 20,000- 30,000 Sq.Ft.
Zoning:	Residential; SE
Park Classification:	Regional Park
Description:	Regional Aquatics Facility or Mt. Rainier High School Pool
Goal:	Regional aquatics & recreation
Existing Facilities:	King County Mt. Rainier Pool and parking on land leased from Highline School District.
Proposed Improvements:	Alternatives: 1) Provide new regional (Burien, Des Moines, Kent, SeaTac, Normandy Park and Highline School District) aquatics facility to replace King County Mt. Rainier Pool. 2) King County Pool may transfer to South King County cities or to another entity in 2003 or beyond. 3) Provide improved public access and parking at King County Mt. Rainier Pool located at the High School in conjunction with new school construction in 2005.



Design & Construction Cost: Undetermined
Maintenance Level: I
Existing Annual Maintenance Cost: Interlocal Collaboration- $75,000
Annual Maintenance Cost for Proposed Improvements: $100,000

Dog Park(Grandview Park)

Address:	South 228th Street & Military Rd.
Size:	37.3 Acres
Zoning:	City of SeaTac
Park Classification:	Off Leash Dog Area
Description:	The Dog Park would include a fenced area for active and passive off leash dog activities.
Goal:	Off Leash Area for Dogs
Existing Facilities:	Closed Park located in the city of SeaTac formerly used primarily for youth and adult soccer. Park has parking and access to community walking trails.
Proposed Improvements:	Fencing to surround off leash area, drinking fountain and dog watering area, benches, security lighting, portable or permanent restrooms, landscaping, and dog amenities.



Design & Construction Cost:	$3,000-$5,000 Des Moines (South King County Cities pay capital costs on per capita basis)
Maintenance Level:	III
Existing Annual Maintenance Cost:	None

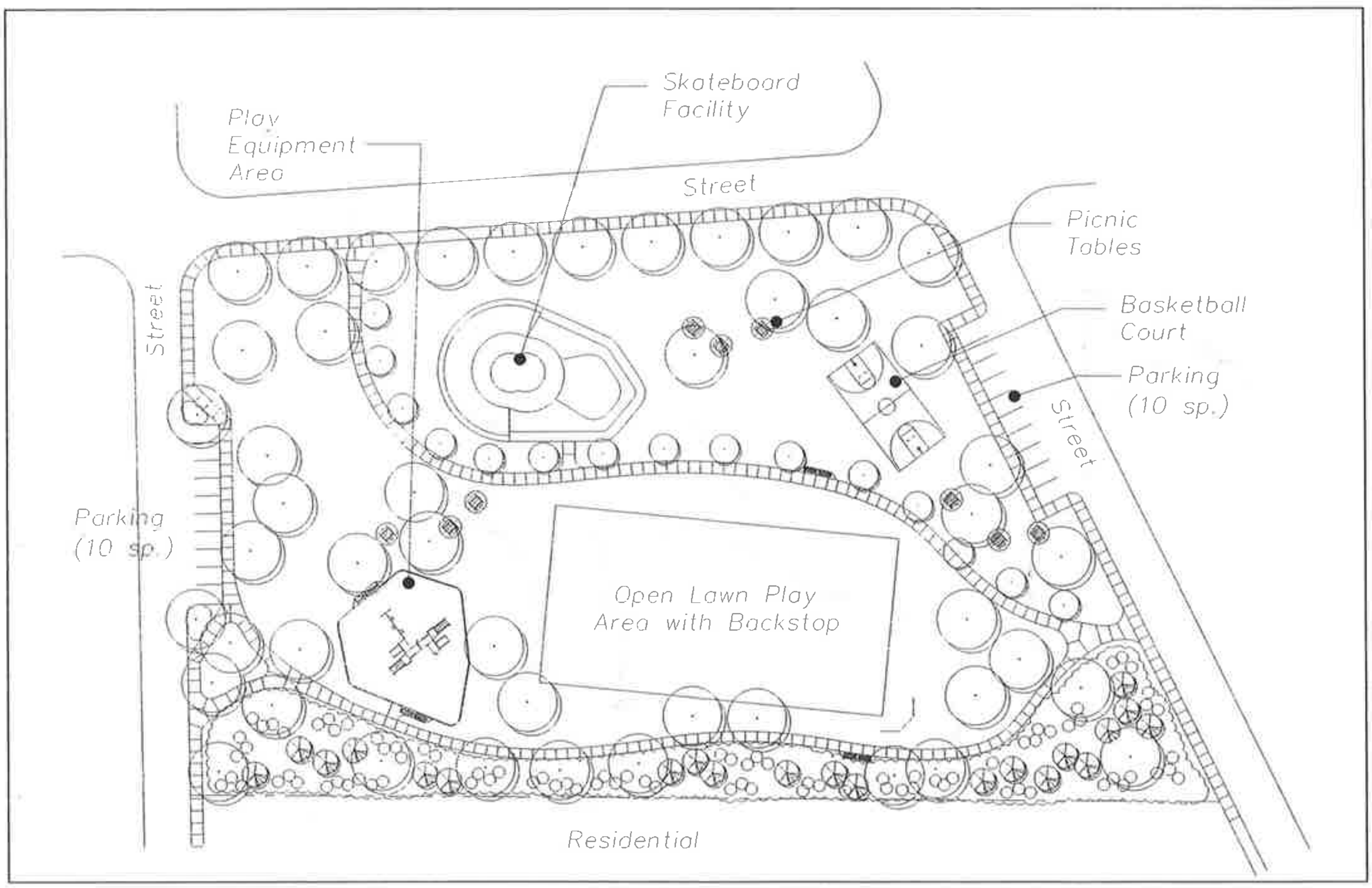
Annual Maintenance Cost for Proposed Improvements: $25,000 (by Contractor)

PROJECT #16

Des Moines Parks, Recreation and Senior Services Master Plan

East Woodmont Prototypical Park

Address:	East Woodmont Area (Site TBD)
Size:	3 acres
Zoning:	Residential; Suburban Estates
Park Classification:	Neighborhood Park
Description:	Three acre park for use by neighborhood in densely populated area of Des Moines.
Goal:	Neighborhood recreation
Proposed Improvements:	Play equipment, sports court, picnic tables, benches, open lawn area, skateboard facility, pathways, off street parking, and irrigation.

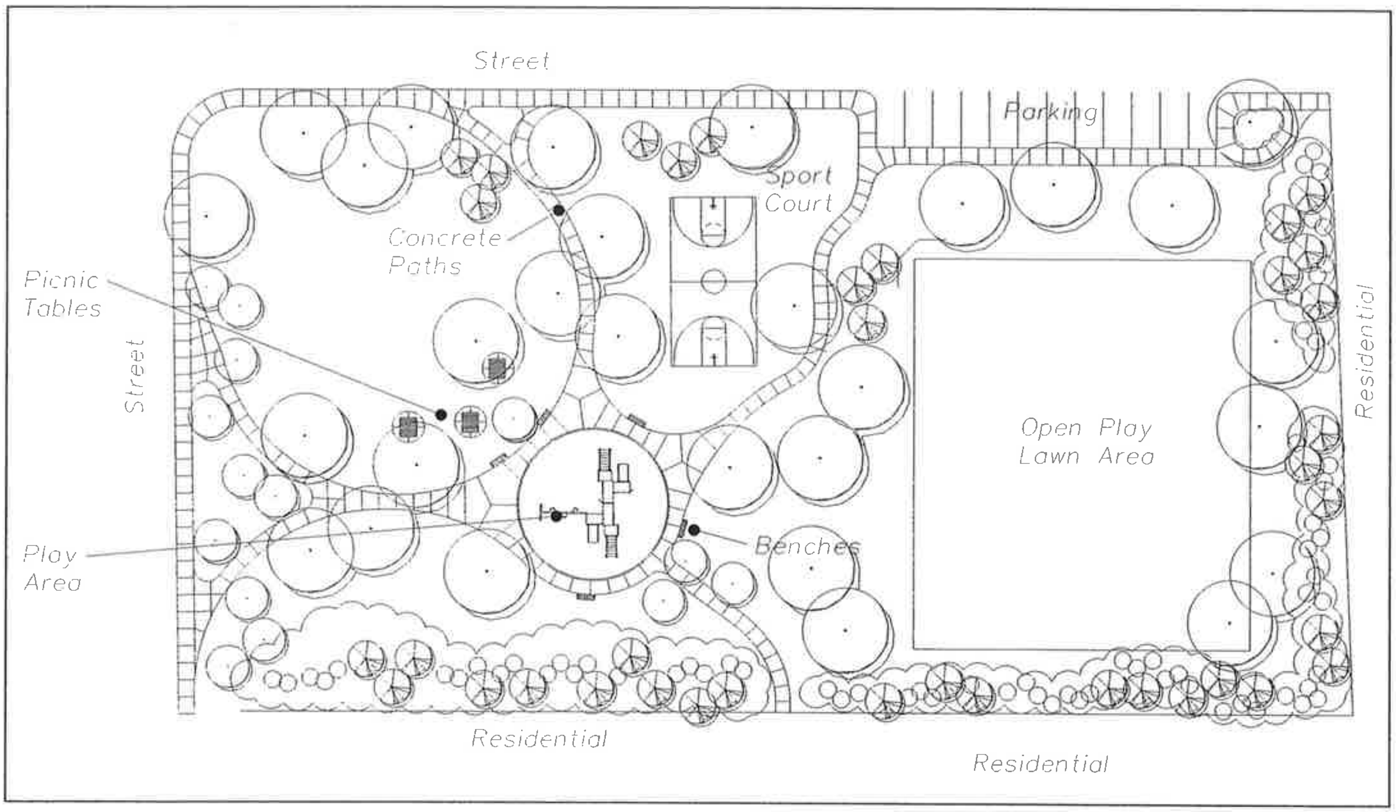


Land Acquisition:	16(a) \$300,000-450,000
Design & Construction Cost:	16 (b) \$447,126
Maintenance Level:	I
Existing Annual Maintenance Cost:	\$N/A

Annual Maintenance Cost for Proposed Improvements: \$20,000

Pacific Ridge Prototypical Park

Address:	Pacific Ridge Area (TBD)
Size:	2 Acres
Zoning:	Residential; Suburban Estates
Park Classification:	Neighborhood Park
Description:	Two acre park for use by neighborhood in densely populated area of Des Moines.
Goal:	Neighborhood recreation
Proposed Improvements:	Play equipment, picnic tables, benches, open lawn area, pathways, off street parking, & irrigation.



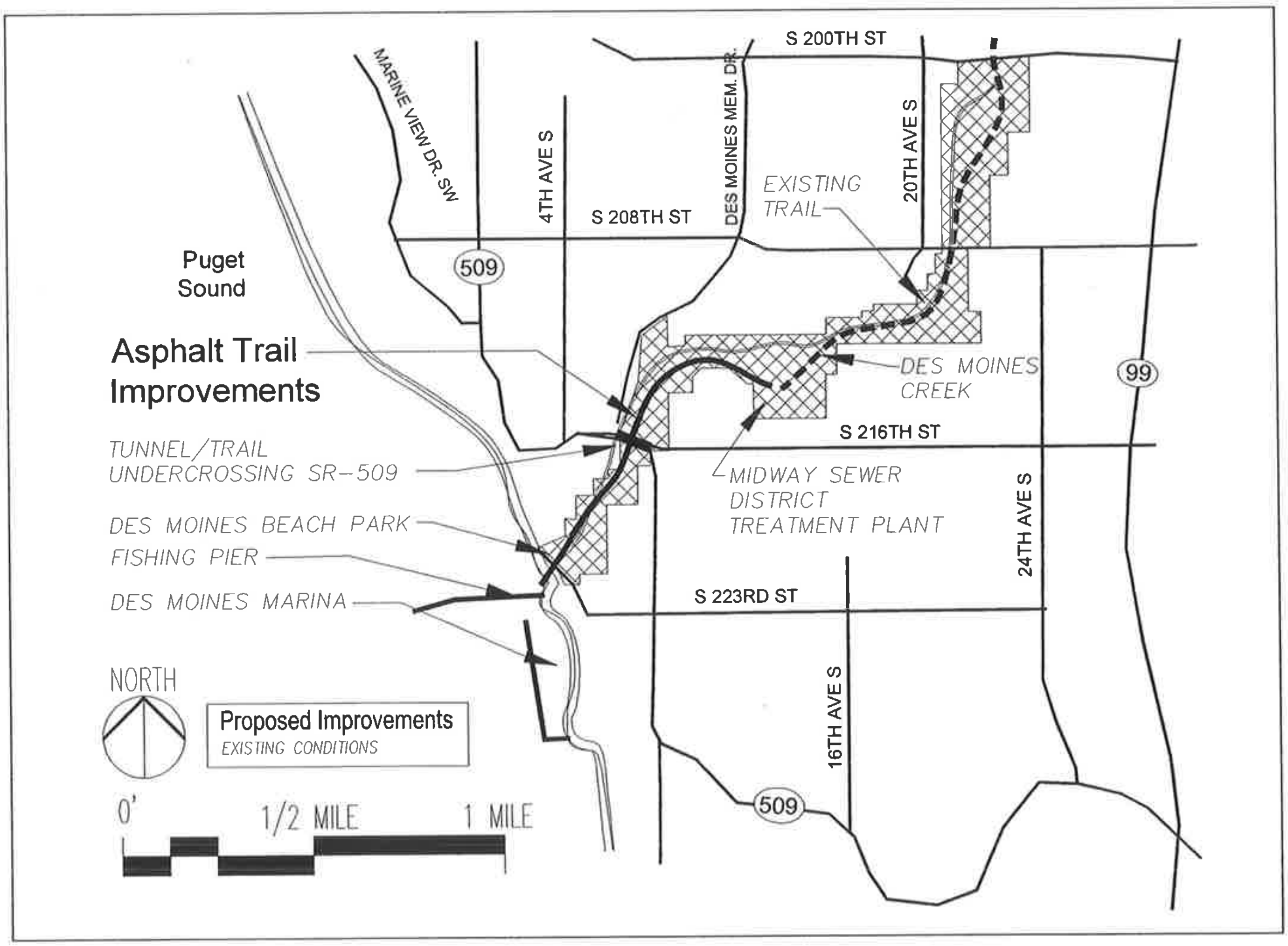
Land Acquisition:	17(a) $200,000-450,000
Design & Construction Cost:	17(b) $229,500
Maintenance Level:	I
Existing Annual Maintenance Cost:	$0
Annual Maintenance Cost for Proposed Improvements:	$14,000

PROJECT #18

Des Moines Parks, Recreation and Senior Services Master Plan

Des Moines Creek Trail

Address:	Along Des Moines Creek between Des Moines Beach Park and South 200th St.
Size:	9.58 AC./1.5 Mi. within Des Moines, .5 Mi. within SeaTac
Zoning:	Residential; suburban Estates
Park Classification:	Conservancy
Description:	A Class 1 Trail connecting the City of Des Moines to the City of Sea-Tac along the Des Moines Creek. Trailheads located at Des Moines Beach Park and at South 200th Street in Sea-Tac.
Goal:	Passive recreation
Proposed Improvements:	Completion of 12 foot wide paved surface, trailheads with parking, benches, interpretive signage, and underpassage at Marine View Drive to connect trail from Midway Sewer District to Des Moines Beach Park.



Design & Construction Cost:	$186,600
Maintenance Level:	II
Existing Annual Maintenance Cost:	$2,000
Annual Maintenance Cost for Proposed Improvements:	$6,000

2003 Ad Hoc Parks, Recreation and Senior Services Master Plan Citizens Committee Priority Projects

ITEM #	PRIORITY 1- CAPITAL PROJECTS 2003-2008	2003	2004	2005	2006	2007	2008	Funding Sources Notes
	Renovation & Repair Projects:							
1.a	Activity Center Parking, Walks & Landscaping			$48,500				MCI -Ad Hoc Reprogramming Request
1.b	Activity Center Sidewalk to 216th & Patio			$30,950				Ad Hoc Proposed Levy Lid Lift
2.a.	Beach Park Master Plan		$50,000					MCI -Ad Hoc Reprogramming Request
2.b	Beach Park Master Plan Renovations			$275,000	$250,000	$250,000	$250,000	Ad Hoc Proposed Levy Lid Lift
2.c	Beach Park Play Equipment					$68,200		MCI -Ad Hoc Reprogramming Request
3.a	Midway Park Play Area Improvements		$81,000					MCI -Ad Hoc Reprogramming Request
4.a	Parkside Park Play Area Improvements			$66,100				MCI -Ad Hoc Reprogramming Request
4.b	Parkside Park Walks & Sportscourt			$81,150				MCI -Ad Hoc Reprogramming Request
5.a	Wooton Park Improvements (continued in 2013)				$42,770			MCI -Ad Hoc Reprogramming Request
6.	Field House Park Improvements				$78,570			MCI -Ad Hoc Reprogramming Request
7.	Cecil Powell Park Improvements				$41,680			MCI -Ad Hoc Reprogramming Request
8.	Kiddie Park Improvements						$27,949	MCI -Ad Hoc Reprogramming Request
9.	Westwood Park Improvements						$2,600	MCI -Ad Hoc Reprogramming Request
	Interlocal Renovation & Repair Projects:							
3.b	Midway Park Expansion			$62,200				Ad Hoc Proposed Levy Lid Lift
10.	Water Tower Park Improvements						$1,000	MCI -Ad Hoc Reprogramming Request
11.a	Zenith Park Play Equipment (continued in 2009)			$71,000				Ad Hoc Proposed Levy Lid Lift
	New Development Projects:							
12.	Community Center						$6,500,000	Voted Bond- Council & Ad Hoc Recommend
13.a	Underwood Park Phase IB- 1 Field & Restrooms	$233,300	$160,400					$393,812 MCI Council Approved
13.b	Alternate IB- Lighting for 2 fields			$150,000				MCI -Ad Hoc Reprogramming Request
				$150,000				$150,000 IAC Grant Funding Request
13.c.	Underwood Phase II Soccer Field with Lights $1,079,085 (continued in 2009)						$400,000	MCI -Ad Hoc Reprogramming Request
							$300,000	Ad Hoc Proposed Levy Lid Lift
							$279,085	$279,085 IAC Grant Funding Request
	Interlocal New Development:							
14.	Regional Aquatics Facility (continued in 2009)		$75,000	$75,000	$75,000	$75,000	$75,000	Ad Hoc Proposed Levy Lid Lift
15.	Regional Dog Park	$5,000						Ad Hoc General Fund Request
	TOTAL PRIORITY 1 PROJECTS	$238,300	$366,400	$1,009,900	$488,020	$393,200	$7,835,634	

Master Plan Funding Overview:	2003	2004	2005	2006	2007	2008	Funding Sources Totals
2003-2008 MCI Park Funds Available	$233,300	$238,922	$161,930	$145,016	$72,420	$60,440	$912,028
New Funding Sources:							
Ad Hoc MCI Funds Reprogramming Requests	$0	$52,478	$183,820	$18,004	($4,220)	$371,109	$621,191
Ad Hoc Proposed Voted Bond Funds						$6,500,000	$6,500,000
Ad Hoc Proposed Grants			$150,000			$279,085	$429,085
Ad Hoc Proposed Levy Lid Lift- Capital Fund		$75,000	$514,150	$325,000	$325,000	$625,000	$1,864,150
Total Master Plan Funding Overview	$233,300	$366,400	$1,009,900	$488,020	$393,200	$7,835,634	$10,326,454

LEVY LID LIFT OVERVIEW	2003	2004	2005	2006	2007	2008	Levy Lid Lift Funding Totals
Recommend $.20 Levy Lid Lift for Parks	$0	$423,170	$427,402	$431,676	$435,992	$440,352	$2,158,592
Levy Lid Lift Starting Fund Balance & New Funds	$0	$423,170	$751,572	$619,098	$671,090	$721,442	
Levy Lid Lift Funds Proposed Capital Expenditures	$0	($75,000)	($514,150)	($325,000)	($325,000)	($625,000)	($1,864,150)
Ad Hoc Proposed Levy Lid Lift- Maint. & Op. Fund	$0	($24,000)	($50,000)	($59,000)	($65,000)	($65,000)	($263,000)
Levy Lid Lift Remaining Funds Year-End	$0	$324,170	$187,422	$235,098	$281,090	$31,442	$31,442
Note: $.20 Levy Lid Lift =12 years to reach Ad Hoc funding goal							

ATTACHMENT B

2003 Ad Hoc Parks, Recreation and Senior Services Master Plan Citizens Committee Priority Projects

ITEM #	ALL PRIORITIES- CAPITAL PROJECTS 2009-2014	2009	2010	2011	2012	2013	2014	Funding Sources Notes
	Land Acquisition Projects:							
16.a	East Woodmont Park- priority 2		$250,000 $200,000					Ad Hoc Proposed Levy Lid Lift MCI -Ad Hoc New Request
17.a	Pacific Ridge Park- priority 2			$250,000 $200,000				Ad Hoc Proposed Levy Lid Lift MCI -Ad Hoc New Request
	Interlocal Land Acquisition Projects:							
11.b	Zenith Park- priority 1	$300,000 $200,000						Ad Hoc Proposed Levy Lid Lift MCI -Ad Hoc New Request
	New Development Projects:							
13.c.	Underwood Phase II Soccer Field (continued)	$100,000						MCI -Ad Hoc Reprogramming Request
18.	Des Moines Creek Trail - Phase II- priority 1				$100,000 $100,000			MCI -Ad Hoc New Request Ad Hoc Proposed Levy Lid Lift
5.b	Wooton Park Parking Expansion- priority 1					$92,478		MCI -Ad Hoc New Request
16.b	East Woodmont Park- priority 2				$297,127 $150,000			Ad Hoc Proposed Levy Lid Lift MCI -Ad Hoc New Request
17.b	Pacific Ridge Park priority 2					$229,477		Ad Hoc Proposed Levy Lid Lift
	Interlocal New Development Projects:							
14.	Regional Aquatics Facility- priority 1 continued	$75,000	$75,000	$75,000	$75,000	$75,000	$75,000	Ad Hoc Proposed Levy Lid Lift
11.c	Zenith Park Additions- priority 3						$261,464	Ad Hoc Proposed Levy Lid Lift
	TOTAL ALL PRIORITY PROJECTS	**$675,000**	**$525,000**	**$525,000**	**$722,127**	**$396,955**	**$336,464**	

	2009	2010	2011	2012	2013	2014	*Funding Sources Totals*
Master Plan Funding Overview:							
2009-2014 MCI Park Funds Available							
New Funding Sources:							
Ad Hoc MCI Funding Requests 2009-2014	$300,000	$200,000	$200,000	$250,000	$92,478		**$1,042,478**
Ad Hoc Proposed Grants							
Ad Hoc Proposed Levy Lid Lift- Capital Fund	$375,000	$325,000	$325,000	$472,127	$304,477	$336,464	$2,138,068
Total Master Plan Funding Overview	**$675,000**	**$525,000**	**$525,000**	**$722,127**	**$396,955**	**$336,464**	**$3,180,546**

LEVY LID LIFT OVERVIEW	2009	2010	2011	2012	2013	2014	*Levy Lid Lift Funding Totals*
Recommend $.20 Levy Lid Lift for Parks	**$444,756**	**$449,203**	**$453,695**	**$458,232**	**$462,814**	**$467,442**	**$2,736,142**
Levy Lid Lift Starting Fund Balance & New Funds	$476,198	$471,401	$521,096	$575,328	$467,015	$510,980	$31,442
Levy Lid Lift Funds Proposed Expenditures	($375,000)	($325,000)	($325,000)	($472,127)	($304,477)	($336,464)	($2,138,068)
Ad Hoc Proposed Levy Lid Lift- Maint. & Op. Fund	($79,000)	($79,000)	($79,000)	($99,000)	($119,000)	($131,000)	($586,000)
Levy Lid Lift Remaining Funds Year-End	$22,198	$67,401	$117,096	$4,201	$43,538	$43,516	**$43,516**
Note: $.20 Levy Lid Lift =12 years to reach Ad Hoc funding goal							

Notes:

A. **Master Plan Projects 2014 & Beyond:**
Olympic Elementary School Acquisition - priority 3
SR 509 ROW Land Acquisition- priority 3
Woodmont Park Open Space Expansion- priority 3

B. **Post 2014 Levy Lid Lift Funds:**
Endowment to pay for levy projects' capital maintenance & operations

C. **Regional Aquatics Facility:**
Funding requirements to be determined prior to Levy based on Interlocal Collaboration

D. **2003-2008 Approved CIP transfers from Parks Projects to Arterial Streets:**
2004- $50,000, 2005-$200,000, 2006- $31,250, 2008- $628,965 Total= $910,215

E. **2003-2008 MCI Funds Ad Hoc Reprogramming Request:**
2004- $52,478, 2005- $183,820, 2006- $18,004, 2007- ($4,220), 2008- $371,109, Total= $621,191

PARKS, RECREATION AND SENIOR SERVICES DIRECTOR'S FIRST DRAFT 3/28/03

DRAFT ORDINANCE NO. 03-108

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to boards and committees; creating a Parks, Recreation, and Senior Programs and Services Commission for the purpose of advising the City Council on long-range planning, policy and budgetary subjects related to Des Moines Parks, Recreation and Senior Services; providing for appointment, membership, organization, term, meetings, reports, scope of duties, and subsequent Council review and evaluation of this ordinance; and adding a new chapter to Title 4 DMMC.

WHEREAS, the City of Des Moines has developed a system of parks, recreation and senior programs and services for its citizens, and

WHEREAS, the City Council finds that it is in the public interest to create a Parks, Recreation and Senior Programs and Services Commission of citizens to advise the Council on long-range planning, policy and capital budgetary subjects concerning parks, recreation, and senior programs and services; now therefore,

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

Sec. 1. Parks, Recreation, and Senior Programs and Services Commission created--Powers and duties. There is created a Parks, Recreation, and Senior Programs and Services Commission (Commission), which shall advise the City Council on long-range planning, policy and capital budget subjects concerning parks, recreation, and senior programs and services.

Sec. 2. Commission--Composition. The Commission shall consist of seven (7) members, one of whom shall be a member of the City Council, and one of whom may reside outside the City limits of the City of Des Moines. Members shall represent diverse recreational stakeholders to include program and facility user groups; educational institutions; athletic organizations; youth clubs; health and wellness organizations; environmental groups; service clubs; cultural and historical organizations; neighborhood groups; and organizations promoting recreational tourism.

Sec. 3. Ex officio members. The Parks and Recreation Director for the City, or the Director's designee, shall serve as

ATTACHMENT C

ex officio member of the Commission. One member of Des Moines Senior Services Advisory Committee and one member of the Des Moines Human Services Advisory Committee shall also be appointed on an annual basis by each Committee to serve as *ex officio* members of the Commission.

Sec. 4. Term. Four (4) members of the Commission shall be appointed to a four (4) year term, and three (3) members of the Commission shall initially be appointed to a two (2) year term. At the time of appointment, the City Council shall designate a term for each member. Members appointed to the four (4) year term shall serve until December 31, 2007. Members initially appointed to the two (2) year term shall serve until December 31, 2005. Members appointed to succeed members appointed to a two (2) year term shall be appointed to a four (4) year term.

Sec. 5. Meetings. The Commission shall meet six (6) times a year at a location designated by the City.

Sec. 6. Reports to City Council. The presiding officer of the Commission, or the presiding officer's designee, shall appear annually before the City Council at an open public meeting and present a report as to the activities of the Commission during the previous year and make such recommendations as directed by the Commission. Nothing contained in this section shall prevent the presiding officer of the Commission, or the presiding officer's designee, from appearing before the City Council at an open public meeting at such other times as the Commission shall direct.

Sec. 7. Scope of duties. The scope of duties of the Commission are:

(1) To advise the City Council on recreational needs and priorities relating to current and long-range acquisition, development and ongoing capital maintenance needs relating to the delivery of local and sub-regional parks, recreation and senior programs and services.

(2) To advise the City Council on collaborative efforts, volunteerism opportunities, funding options and procedural strategies relating to the delivery of local and sub-regional parks, recreation and senior programs and services.

(3) To advise the City Council on recreational tourism opportunities and aesthetic amenities such as gateways and streetscape improvements to optimize use of local and sub-regional parks, recreation and senior programs and services and enhance civic pride and economic development efforts.

(4) To perform such other tasks as are assigned by the City Council.

Sec. 8. Council review and evaluation of Commission. No later than November 1, 2006, the City Council shall review and evaluate the provisions of this ordinance and determine its future applicability.

Sec. 9. Codification. Sections 1 through 8 of this ordinance shall be codified as a new chapter in Title 4 DMMC.

Sec. 10. Severability - Construction.

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

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

Sec. 11. Effective date. This ordinance shall take effect and be in full force thirty (30) days after its passage and approval in accordance with law.

PASSED BY the City Council of the City of Des Moines this ____ day of __________, 2003 and signed in authentication thereof this ____ day of ________, 2003.

____
M A Y O R

APPROVED AS TO FORM:

____
City Attorney

ATTEST:

____
City Clerk

Published: ___________________

Effective Date: ______________

DRAFTORD:03-108

Proposed Levy Lid Lift – Impact to City of Des Moines Property Owners

What is a levy lid lift?

A levy lid lift allows for an increase in property taxes under RCW 84.55.050. A simple majority vote is needed. In order for a jurisdiction to be able to do a levy lid lift, the jurisdiction's current property tax rate has to be below its maximum amount.

What is the City of Des Moines maximum regular property tax levy rate?

The maximum regular property tax levy rate by law is $1.60 per $1,000 of assessed valuation.

What is the City of Des Moines current regular property tax levy rate?

The levy mil rate for 2003 is $1.32819 per $1,000 of assessed valuation. It is anticipated that the levy rate for 2004 will be $1.24210 per $1,000 of assessed valuation based on a growth rate of 8%.

What is the proposed levy lid lift rate for the 2003 Parks, Recreation and Senior Services Master Plan Priority Projects?

The proposed levy lid lift rate is $.20 per $1,000 of assessed valuation. The Master Plan's Levy Lid Lift Funding Overview also assumes that the City Council would approve a 1% collection increase in revenue each year. However, the Master Plan Funding Overview does not project new construction revenue increases at this time.

How would the proposed levy lid lift rate increase of $.20 impact a Des Moines property owner?

The following table shows the total property taxes for the City of Des Moines from the 2003 regular levy rate and from enacting a levy lid lift rate of $.20 in 2003 for various assessed valuations. Assuming that the assessed valuation for Des Moines increases each year as property values increase, both levy rates would decline, but property tax increases and decreases would be dependent upon assessed valuations of individual properties.

Sample Property Assessed Valuation Amounts	2003 Regular Levy Amount $1.32819	Proposed Levy Lid Lift of $.20	2003 Tax Increase with Voter Approved $.20 Levy Lid Lift
$100,000	$132.82	$20.00	$152.82
$250,000	$332.05	$50.00	$382.05
$350,000	$464.87	$70.00	$534.87
$400,000	$531.28	$80.00	$611.28

ATTACHMENT D

OLD BUSINESS
Item #2

AGENDA ITEM

SUBJECT: Traffic Impact Fees

pulled by Maggie

ATTACHMENTS:

1. Agenda Item and Attachments for the April 3, 2003, Council Meeting

2. 2 Versions of City Attorney's Eighth Draft of Draft Ordinance 02-264

AGENDA OF: April 10, 2003

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: April 4, 2003

CLEARANCES:
[ ] Finance ______
[X] Public Works ______
[X] Legal ______

APPROVED BY CITY MANAGER FOR SUBMITTAL: ______

Purpose and Recommendation:

The purpose of this agenda item is for providing alternatives for Draft Ordinance 02-264 adopting the use of traffic impact fees as per Council comments at the April 3rd council meeting.

Suggested Motion(s)

"I move to approve the Sixth Draft of Ordinance 02-264 establishing a transportation impact fee service area, imposing impact fees to finance part of the costs of improvements to serve new development, provide disposition of such impact fees and establish an appeal process."

or

"I move to approve version __________ of the Eighth Draft of Ordinance 02-264 establishing a transportation impact fee service area, imposing impact fees to finance part of the costs of improvements to serve new development, provide disposition of such impact fees and establish an appeal process."

Background:

At the April 3rd council meeting, Council reviewed a presentation made by staff regarding the level of Traffic Impact Fees assessed by other cities and three hypothetical examples of how the fees would be assessed in the City of Des Moines under the Draft Ordinance.

Council directed staff to submit a number of possible effective dates and rate schedules for council to consider at the April 10th meeting.

Discussion:

There are two lines of thought regarding Traffic Impact Fees. They are as follows:

1. Growth will require additional transportation capacity in order to handle the added trips which growth will generate. The full impact fee plus generous outside grants will be needed to fund these important projects. In addition, there are no other obvious funding alternatives for the City of Des Moines to pay for the required improvements.

2. It is very important to the long-term health of Des Moines that there is a sufficient level of new development within the community. It is particularly important that new commercial development occur. There is a fear that adding cost to the developer will result in businesses deciding to move elsewhere.

As a result of these two lines of thought, Council wishes to look at alternate rate levels and effective dates for the impact fees.

Alternatives:

Attached are two new drafts of the transportation impact fee ordinance. One version delays collection of the impact fee for six months after enactment and then imposes the full fee. The other version commences collection upon enactment but provides for a 5 year phase in from 50% to 100%.

Per instructions from the council, staff is also reviewing the City of Lacey transportation impact fee ordinance.

Financial Impact:

Adopting a traffic impact fee program itself does not incur cost to the City. However, traffic impact fees are the only revenue source available to the City at this time that will cover a significant portion of the costs incurred by the need for transportation improvements caused by growth within the City of Des Moines. Traffic impact fees will only be charged on new growth that adds additional trips to the transportation system.

Recommendation/Conclusion:

The PS&T Committee, after evaluating transportation needs and funding options, recommends that Council adopt the use of traffic impact fees based on the stepped rate phased in over the course of four years starting at 70% in 2003 and stepping up to 100% in 2006.

Concurrence:

Finance and Legal

DISCUSSION ITEM #2

AGENDA ITEM

SUBJECT: Traffic Impact Fees	AGENDA OF: April 3, 2003
ATTACHMENTS:	DEPT. OF ORIGIN: Public Works
A. Fifth Draft of Ordinance No. 02-264 adopting the use of traffic impact fees.	DATE SUBMITTED: March 19, 2003
B. Excerpt from Des Moines City Council Minutes of March 6, 2003	CLEARANCES: [X] Finance [X] Public Works [X] Legal
	APPROVED BY CITY MANAGER FOR SUBMITTAL: CTL for TTO

Purpose and Recommendation:

The purpose of this agenda item is for the approval of Fifth Draft Ordinance 02-264 adopting the use of traffic impact fees.

Suggested Motion

"I move to approve the Fifth Draft of Ordinance 02-264 establishing a transportation impact fee service area, imposing impact fees to finance part of the costs of improvements to serve new development, provide disposition of such impact fees and establish an appeal process."

Background:

At the January 30th Council meeting, Council agreed impact fees were necessary, but discussion ensued as to the amount to charge developers. Council tabled the ordinance until March 6th for final consideration, then directed the Council Public Safety and Transportation (PS&T) Committee to discuss the funding level and bring back to the full Council a recommendation for an impact fee rate. It was felt that the rate should work toward the goal of funding the City's transportation's needs due to development, yet not be so cost prohibitive to developers doing business in our City that a significant amount of development moves outside the City as a result the fee.

On February 6th, the PS&T Committee met and discussed various options taking into consideration other cities' rates in the region for assessing impact fees. After careful consideration, the PS&T Committee's recommended option to be presented to the Council via Draft Ordinance 02-264 is a phased-in rate. The original 2001 base rate of $2,539 per new PM peak hour trip as computed by methodologies recommended by the City's consultant, The Transpo Group, would first be adjusted yearly by inflation. For the calendar years 2003 through 2005, the impact fee rate would be phased in at a percentage of the then-current base rate as follows: 70% in 2003, 80% in 2004, and 90% in 2005. For 2006 and all subsequent years, the impact fees will be paid in the amount of 100% of the then-current base rate. This proposal would provide an incentive for development to occur in the near term, before the full rate goes

ATTACHMENT 1

into effect. The Ordinance spells out the establishment of a service area and a method of imposing impact fees on development, including disposition of impact fee revenue, refunds if applicable, and an appeal process if the developer does not agree with the fee. At the March 6th Council meeting, there were a few remaining questions related to the Fourth Draft of Draft Ordinance No. 02-264. As a result of Council direction, staff has made a number of changes to the Draft Ordinance to clear up areas of Council concern.

Discussion:

At the March 6th Council meeting, there was a discussion about details within Draft Ordinance No. 02-264 in order to make sure that the public, and staff, would have clear direction from Council (See Attachment B). The motion made at the meeting directed staff to respond to four items:

1. add language to Section 4(a) to reference the Comprehensive Transportation Plan
2. include the Pacific Ridge area fees
3. make the refund section clearer, including development, which does not occur
4. what happens with an expired building permit or no certificate of occupancy issued

The City's Legal and Public Works staff has made the requested changes. For the first item, Section 4(a) was expanded which eliminated the need for Section 4(d). For the second item, the Draft Ordinance now clearly refers to the Pacific Ridge Transportation Mitigation Fee in Sections 3 and 4. Expanded language in Section 6 (3) responds to Item 3 and Section 6 (2) covers Item 4.

Alternatives:

Beginning the rate at 100%, which many Council members felt was too onerous for a new fee of this type. It would also be possible for Council to set the rate at any level under 100%; however, a lower rate would not provide as much funding for critical transportation projects.

Financial Impact:

Adopting a traffic impact fee program itself does not incur cost to the City. However, traffic impact fees are the only revenue source available to the City at this time that will cover a significant portion of the costs incurred by the need for transportation improvements caused by growth within the City of Des Moines. Traffic impact fees will only be charged on new growth that adds additional trips to the transportation system.

Recommendation/Conclusion:

The PS&T Committee, after evaluating transportation needs and funding options, recommends that Council adopt the use of traffic impact fees based on the stepped rate phased in over the course of four years starting at 70% in 2003 and stepping up to 100% in 2006.

Concurrence:

Finance and Legal

CITY ATTORNEY'S FIRST DRAFT 11/21/02
CITY ATTORNEY'S SECOND DRAFT 12/12/02
CITY ATTORNEY'S THIRD DRAFT 02/20/03
CITY ATTORNEY'S FOURTH DRAFT 03/04/03
CITY ATTORNEY'S FIFTH DRAFT 03/17/03
CITY ATTORNEY'S SIXTH DRAFT 03/27/03

DRAFT ORDINANCE NO. 02-264

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON establishing a transportation impact fee service area, imposing impact fees therein to finance part of the costs of improvements to serve new development, providing for the disposition of such impact fees, establishing an appeal process, and adding a new chapter to Title 12 DMMC.

WHEREAS the City is authorized by RCW 82.02, the Growth Management Act ("the GMA"), and by RCW 39.92, the Local Transportation Act, to require new growth and development within the City of Des Moines to pay a proportionate share of the cost of new facilities to serve such new growth and development through the assessment of impact fees, and

WHEREAS, as part of the Greater Des Moines Comprehensive Plan the City has adopted a Comprehensive Transportation Plan, which identifies deficiencies in public transportation facilities and identifies the means by which such deficiencies could be eliminated, and

WHEREAS, the City Council has found and determined that it is in the best interests of the City, in order to ensure a fair and predictable method for allocating the share of the cost of such new public facilities, to impose impact fees on the new growth and development activities; now therefore,

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

Sec. 1. Definitions.

(1) **Use of words and phrases.** As used in this ordinance, unless the context or subject matter clearly requires otherwise, the words or phrases defined in this section shall have the indicated meanings.

(2) "Building permit" means any written authorization from the City which authorizes the commencement of development activity.

ATTACHMENT A

(12) "Transportation facilities" means and refers to streets and roads, but includes all publicly owned streets, roads, alleys and right-of-ways within the City and street services, traffic control devices, curbs, gutters, sidewalks and related facilities and improvements.

Sec. 2. Transportation impact fees established. There is established, subject to the provisions of this chapter, a transportation impact fee program.

Sec. 3. Establishment of service area.

(1) The City hereby establishes, as the service area for development impact fees, the City of Des Moines, including all property located within the corporate limits of the City, except **that collection of the fee will be modified** for those subareas of the Pacific Ridge zone that are subject to a Pacific Ridge Transportation Mitigation Fee and exempt or partially exempt from traffic impact fees pursuant to Exhibit B of Ordinance No. 1298. Those subareas and exemptions are:

(a) New residential developments located east of the Pacific Highway South Corridor shall not be required to pay the citywide traffic impact fee; and

(b) New developments that front along the Pacific Highway South corridor will be required to pay the citywide traffic impact fee but will receive a credit toward the traffic impact fee equal to the amount of the Pacific Ridge Transportation Mitigation fee.

(2) The scope of the service area is hereby found to be reasonable and established on the basis of sound planning and engineering principles.

Sec. 4. Imposition of impact fee on development activity.

(1) Except for those subareas of the Pacific Ridge zone set forth in § 3 (1), above, the City hereby authorizes the assessment and collection of impact fees on development activity within the City, at the calendar year 2001 base rate of Two Thousand Five Hundred Thirty Nine dollars ($2,539.00) per new

improvements, including the costs of previously constructed system improvements, necessitated by new development to be borne by impact fees, which formulas are described in the Comprehensive Transportation Plan element of the Greater Des Moines Comprehensive Plan and incorporated herein by this reference.

(4) The impact fees imposed pursuant to this chapter shall be assessed by the City after the effective date of this ordinance. A final assessment, based upon the actual building permit to be issued, shall be made, and the fee shall be due and payable in full at the time of issuance of the permit.

(5) Failure to pay the impact fees for a given development activity at the time that such impact fees are due and payable shall result in denial of the building permit for which the owner has applied.

(6) The impact fee program shall provide credits for the value of any dedication of land for, improvement to, or new construction of any system improvements provided by the developer, to facilities that are identified in the Comprehensive Transportation Plan as "Intersection and Roadway Capacity Improvement Projects for the Traffic Impact Fee Program." The value for which credit shall be given is the estimated value used for Impact Fee calculation in the Comprehensive Transportation Plan.

Sec. 5. Disposition of impact fee revenues.

(1) The impact fees collected pursuant to the provisions of this chapter shall be deposited into an impact fee fund. Pending application as provided in this chapter, the monies deposited in the impact fee fund shall be invested in any investment authorized for the investment of City funds. All interest and profits derived from the investment of monies in each account in the impact fee fund shall be retained in such account.

(2) The impact fees deposited in each account in the impact fee fund, and the interest and profit received from the investments therefrom shall be expended only for public facilities of the type for which such impact fees were collected, in conformity with the Greater Des Moines Comprehensive Plan and

the date of voluntary or involuntary abandonment of the building permit, or the date that notice is given as provided in paragraph 1 of this section, whichever occurs later. Refunds of impact fees shall include interest and any profits earned on the impact fees from the date of their receipt to the date of refund, as a percentage of the interest/profits earned by the fund on an annual basis. Any impact fees not expended within the time limitations and for which no application for a refund has been made within the one (1) year claim period, shall be retained by the City and expended on public facilities of the type for which such impact fees were initially collected, without further limitation as to the time of expenditure.

Sec 7. Appeals.

(1) The determination of the City Manager or designee regarding the applicability of the impact fee to a given development activity within the service area shall be final, however an owner may pay an impact fee imposed pursuant to this chapter under protest in order to obtain a building permit and, after such payment, file an appeal regarding the amount of the impact fee to the Hearing Examiner within ten (10) days of the City's final decision under the provisions of the hearing examiner code, Chapter 18.94 DMMC.

(2) Appeal regarding the amount of the impact fee imposed on any development activity may only be made by the owner of the property where such development activity shall occur.

Sec. 8. Codification. Sections 1 through 7 of this ordinance shall be codified as a new chapter in Title 12 DMMC.

Sec. 9. 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.

EXCERPT
DES MOINES CITY COUNCIL MINUTES
March 6, 2003

Draft Ordinance No. 02-264 Traffic Impact Fees

Public Works Director Heydon advised that at Council direction at the February 6th Study Session, Council sent the draft ordinance to the Public Safety & Transportation Committee to review the level of fees.

City Attorney Marousek called Council's attention to the new codification language in the draft ordinance.

Mayor Pro Tem Benjamin, Chairman of the PS&T Committee, informed Council that the Committee recognized the impacts of new construction and the need to fund transportation improvements, however had some concern that the fees would be a deterrent to attacking new businesses. He informed Council that the Committee determined that businesses are committed to proper roads and their maintenance, and wants assurance of proper traffic flow. Therefore, the transportation impact fee is good for business. The Committee is recommending an incentive for new businesses by using a graduated rate schedule as follows: 70% base rate for 2003, 80% base rate for 2004, 90% base rate for 2005, with the full 100% base rate to be instituted in the year 2006.

Upon questioning by Mayor Steenrod regarding the City of Kent using an LID process, Public Works Director Heydon explained that the City of Kent has a large staff to handle only commercial development. He noted a Local Improvement District, requires a large amount of engineering, technical and legal staff. He felt this would not work for Des Moines.

In response to Council questioning, Acting City Manager Loch advised that the traffic impact fees for the Pacific Ridge area were developed to encourage development by allowing developers to know up front what fees will be expected. He felt that early notification to developers is important and will work City-wide.

Assistant City Engineer Andrews noted that the residential zone of the Pacific Ridge area is exempt and the commercial area east of the Highway is split, with a credit for impacts fees in place.

Mayor Steenrod commented that Section 4(a) needs to be clarified by adding the language "as identified in the Comprehensive Transportation Plan, or as may be amended."

Councilmember Thomasson felt it important to add a new section to the draft ordinance showing the City wide-fee and include the Pacific Ridge area language too.

Councilmember Wasson suggested that the portion of the Comprehensive Transportation Plan pertaining to improvements, should be included to help make it easier for developers. He further noted that he would like to see an installment payment plan so that huge costs up front for developers could be avoided.

ATTACHMENT B

CITY ATTORNEY'S FIRST DRAFT 11/21/02
CITY ATTORNEY'S SECOND DRAFT 12/12/02
CITY ATTORNEY'S THIRD DRAFT 02/20/03
CITY ATTORNEY'S FOURTH DRAFT 03/04/03
CITY ATTORNEY'S FIFTH DRAFT 03/17/03
CITY ATTORNEY'S SIXTH DRAFT 03/27/03
CITY ATTORNEY'S SEVENTH DRAFT 04/03/03
CITY ATTORNEY'S EIGHTH DRAFT 04/04/03 (6 Month Deferral)

DRAFT ORDINANCE NO. 02-264

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON establishing a transportation impact fee service area, imposing impact fees therein to finance part of the costs of improvements to serve new development, providing for the disposition of such impact fees, establishing an appeal process, and adding a new chapter to Title 12 DMMC.

WHEREAS the City is authorized by RCW 82.02, the Growth Management Act ("the GMA"), and by RCW 39.92, the Local Transportation Act, to require new growth and development within the City of Des Moines to pay a proportionate share of the cost of new facilities to serve such new growth and development through the assessment of impact fees, and

WHEREAS, as part of the Greater Des Moines Comprehensive Plan the City has adopted a Comprehensive Transportation Plan, which identifies deficiencies in public transportation facilities and identifies the means by which such deficiencies could be eliminated, and

WHEREAS, the City Council has found and determined that it is in the best interests of the City, in order to ensure a fair and predictable method for allocating the share of the cost of such new public facilities, to impose impact fees on the new growth and development activities; now therefore,

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

Sec. 1. Definitions.

(1) **Use of words and phrases.** As used in this ordinance, unless the context or subject matter clearly requires otherwise, the words or phrases defined in this section shall have the indicated meanings.

ATTACHMENT 2

(2) "Building permit" means any written authorization from the City which authorizes the commencement of development activity.

(3) "City" means the City of Des Moines, Washington.

(4) "City Comprehensive Plan" means the Greater Des Moines Comprehensive Plan, adopted pursuant to the GMA.

(5) "Development activity" means any construction or expansion of a building or structure that creates additional demand on and/or need for public facilities, but not interior remodeling that does not change the PM Peak trips as categorized in the Comprehensive Transportation Plan to the Greater Des Moines Comprehensive Plan or of the applicable code or regulation of the City.

(6) "GMA" means the Washington State Growth Management Act, codified as RCW 82.02.050 through 82.02.090, as now in existence, or as hereinafter amended.

(7) "Hearing Examiner" means the Hearing Examiner of the City of Des Moines, pursuant to Chapter 18.94 of the Des Moines Municipal Code.

(8) "Impact fee" means a payment of money imposed by the City upon development activity as a condition of issuance of a building permit to pay for public facilities needed to serve new growth and development, and to mitigate the impacts of the development activity on the transportation facilities of the City, but does not include any permit or application fee.

(9) "Owner" means the owner of record of real property. If real property is being purchased under a real estate contract, the purchaser shall be considered the owner of real property if the contract is recorded.

(10) "Public facilities" as used in this section refers to public streets, roads and rights-of-way owned or operated by the City for other governmental entities, including trails, paths, bikeways, other transportation facilities and all attendant improvements.

(11) "Service area" means the development impact fee service area of the City identified in Section 3.

(12) "Transportation facilities" means and refers to streets and roads, but includes all publicly owned streets, roads, alleys and right-of-ways within the City and street services, traffic control devices, curbs, gutters, sidewalks and related facilities and improvements.

Sec. 2. Transportation impact fees established. There is established, subject to the provisions of this chapter, a transportation impact fee program.

Sec. 3. Establishment of service area.

(1) The City hereby establishes, as the service area for development impact fees, the City of Des Moines, including all property located within the corporate limits of the City, except **that collection of the fee will be modified** for those subareas of the Pacific Ridge zone that are subject to a Pacific Ridge Transportation Mitigation Fee and exempt or partially exempt from traffic impact fees pursuant to Exhibit B of Ordinance No. 1298. Those subareas and exemptions are:

(a) New residential developments located east of the Pacific Highway South Corridor shall not be required to pay the citywide traffic impact fee; and

(b) New developments that front along the Pacific Highway South corridor will be required to pay the citywide traffic impact fee but will receive a credit toward the traffic impact fee equal to the amount of the Pacific Ridge Transportation Mitigation fee.

(2) The scope of the service area is hereby found to be reasonable and established on the basis of sound planning and engineering principles.

Sec. 4. Imposition of impact fee on development activity.

(1) Except for those subareas of the Pacific Ridge zone set forth in § 3 (1), above, the City hereby authorizes the

assessment and collection of impact fees on development activity within the City, at the calendar year 2001 base rate of Two Thousand Five Hundred Thirty Nine dollars ($2,539.00) per new p.m. peak hour trip, as computed using methodologies from the most current edition of the Institute of Transportation Engineers Trip Generation Manual or other industry sources approved by the Pubic Works Director. This impact fee base rate shall be adjusted annually based on the construction cost index for the Seattle area as reported in the March issue of the Engineering News Record periodical. Based upon the above impact fee base rate and adjustments, the base rate as of January 1, 2003 will be Two Thousand Six Hundred Fifteen dollars ($2,615.00) per peak p.m. trip.((~~For the calendar years 2003 through 2005, the impact fee shall be phased in as follows: for the calendar year 2003, the impact fee shall be paid in the amount of Seventy percent (70%) of the then current base rate; for the calendar year 2004, the impact fee shall be paid in the amount of Eighty percent (80%) of the then current base rate; and for the calendar year 2005, the impact fee shall be paid in the amount of Ninety percent (90%) of the then current base rate. For the calendar year 2006, and for all subsequent years, the impact fee shall be paid in the amount of One Hundred percent (100%) of the then current base rate.~~))

(2) Such impact fees shall:

(a) Only be ((~~imposed~~))used for system improvements that are reasonably related to new development and identified in the Comprehensive Transportation Plan as "Intersection and Roadway Capacity Improvement Projects for the Traffic Impact Fee Program;" and,

(b) Not exceed a proportionate share of the cost of the system improvements, including the costs of previously constructed system improvements, reasonably related to new development; and,

(c) Be used for system improvements that will reasonably benefit new development.((~~; and,~~))

((~~(d) Be used for facilities identified in the Comprehensive Transportation Plan as "Intersection and Roadway Capacity Improvement Projects for the Traffic Impact Fee Program."~~))

(3) Such impact fee schedule is based upon the formula for calculating the proportionate share of the cost of the system improvements, including the costs of previously constructed system improvements, necessitated by new development to be borne by impact fees, which formulas are described in the Comprehensive Transportation Plan element of the Greater Des Moines Comprehensive Plan and incorporated herein by this reference.

(4) Commencing six (6) months after the effective date of this ordinance the impact fees imposed pursuant to this chapter shall be assessed by the City. ((~~after the effective date of this ordinance~~.)) A final assessment, based upon the actual building permit to be issued, shall be made, and the fee shall be due and payable in full at the time of issuance of the permit.

(5) Failure to pay the impact fees for a given development activity at the time that such impact fees are due and payable shall result in denial of the building permit for which the owner has applied.

(6) The impact fee program shall provide credits for the value of any dedication of land for, improvement to, or new construction of any system improvements provided by the developer, to facilities that are identified in the Comprehensive Transportation Plan as "Intersection and Roadway Capacity Improvement Projects for the Traffic Impact Fee Program." The value for which credit shall be given is the estimated value used for Impact Fee calculation in the Comprehensive Transportation Plan.

Sec. 5. Disposition of impact fee revenues.

(1) The impact fees collected pursuant to the provisions of this chapter shall be deposited into an impact fee fund. Pending application as provided in this chapter, the monies deposited in the impact fee fund shall be invested in any investment authorized for the investment of City funds. All interest and profits derived from the investment of monies in each account in the impact fee fund shall be retained in such account.

(2) The impact fees deposited in each account in the impact fee fund, and the interest and profit received from the investments therefrom shall be expended only for public facilities of the type for which such impact fees were collected, in conformity with the Greater Des Moines Comprehensive Plan and Comprehensive Transportation Plan, and expended or encumbered within six years of receipt by the City, unless written findings by the City Council identify an extra-ordinary and compelling reason for the City to hold the fees for a longer time. The City shall account for annual expenditures and shall comply with this section in successive comprehensive plans, transportation plans and capital facilities plans as appropriate.

(3) The City shall prepare an annual report on the impact fee fund which shows the source and amount of all monies collected, earned or received and the public facilities that were financed in whole or in part by impact fees.

Sec. 6. Refunds.

(1) The City shall, in accordance with RCW 82.02.080, refund to the current owners of property on which an impact fee has been paid any impact fees paid with respect to such property that has not been expended or encumbered for public facilities of the type of which such impact fees were collected.

(2) The City shall also refund to the current owner of property on which an impact fee has been paid all impact fees paid with respect to such property if the development activity for which the impact fee was imposed did not occur and no impact has resulted.((~~; provided, that~~))

(3) If some, but not all, of the development activity for which the impact fee was imposed occurred, the impact will be deemed to have occurred, and no refund will be ((~~available under this section~~))payable, provided however, that the property on which the impact fee was paid shall receive a credit toward any subsequent development activity on the property up to the full amount of the payment.

(4) Owners seeking a refund of impact fees must submit a written request for a refund of impact fees to the City Manager or designee within one (1) year of the date the right to claim the refund arises, which, for purposes of refund claims authorized pursuant to paragraph 2 of this section only, shall be the date of voluntary or involuntary abandonment of the building permit, or the date that notice is given as provided in paragraph 1 of this section, whichever occurs later. Refunds of impact fees shall include interest and any profits earned on the impact fees from the date of their receipt to the date of refund, as a percentage of the interest/profits earned by the fund on an annual basis. Any impact fees not expended within the time limitations and for which no application for a refund has been made within the one (1) year claim period, shall be retained by the City and expended on public facilities of the type for which such impact fees were initially collected, without further limitation as to the time of expenditure.

Sec 7. Appeals.

(1) The determination of the City Manager or designee regarding the applicability of the impact fee to a given development activity within the service area shall be final, however an owner may pay an impact fee imposed pursuant to this chapter under protest in order to obtain a building permit and, after such payment, file an appeal regarding the amount of the impact fee to the Hearing Examiner within ten (10) days of the City's final decision under the provisions of the hearing examiner code, Chapter 18.94 DMMC.

(2) Appeal regarding the amount of the impact fee imposed on any development activity may only be made by the owner of the property where such development activity shall occur.

Sec. 8. Codification. Sections 1 through 7 of this ordinance shall be codified as a new chapter in Title 12 DMMC.

Sec. 9. Severability - Construction.

(1) If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason by any court of competent

jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

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

Sec. 10. Effective date. This ordinance shall take effect and be in full force five (5) days after its passage, approval, and publication in accordance with law.

PASSED BY the City Council of the City of Des Moines this ____ day of __________, 2003 and signed in authentication thereof this ____ day of ________, 2003.

____
M A Y O R

APPROVED AS TO FORM:

____
City Attorney

ATTEST:

____
City Clerk

Published: __________

DRAFTORD:02-264

CITY ATTORNEY'S FIRST DRAFT 11/21/02
CITY ATTORNEY'S SECOND DRAFT 12/12/02
CITY ATTORNEY'S THIRD DRAFT 02/20/03
CITY ATTORNEY'S FOURTH DRAFT 03/04/03
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CITY ATTORNEY'S SEVENTH DRAFT 04/03/03
CITY ATTORNEY'S EIGHTH DRAFT 04/04/03 (5 Yr. Phase In)

DRAFT ORDINANCE NO. 02-264

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON establishing a transportation impact fee service area, imposing impact fees therein to finance part of the costs of improvements to serve new development, providing for the disposition of such impact fees, establishing an appeal process, and adding a new chapter to Title 12 DMMC.

WHEREAS the City is authorized by RCW 82.02, the Growth Management Act ("the GMA"), and by RCW 39.92, the Local Transportation Act, to require new growth and development within the City of Des Moines to pay a proportionate share of the cost of new facilities to serve such new growth and development through the assessment of impact fees, and

WHEREAS, as part of the Greater Des Moines Comprehensive Plan the City has adopted a Comprehensive Transportation Plan, which identifies deficiencies in public transportation facilities and identifies the means by which such deficiencies could be eliminated, and

WHEREAS, the City Council has found and determined that it is in the best interests of the City, in order to ensure a fair and predictable method for allocating the share of the cost of such new public facilities, to impose impact fees on the new growth and development activities; now therefore,

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(10) "Public facilities" as used in this section refers to public streets, roads and rights-of-way owned or operated by the City for other governmental entities, including trails, paths, bikeways, other transportation facilities and all attendant improvements.

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(2) The scope of the service area is hereby found to be reasonable and established on the basis of sound planning and engineering principles.

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(2) Such impact fees shall:

(a) Only be ((~~imposed~~))used for system improvements that are reasonably related to new development and identified in the Comprehensive Transportation Plan as "Intersection and Roadway Capacity Improvement Projects for the Traffic Impact Fee Program;" and,

(b) Not exceed a proportionate share of the cost of the system improvements, including the costs of previously constructed system improvements, reasonably related to new development; and,

(c) Be used for system improvements that will reasonably benefit new development.((~~; and,~~))

((~~(d) Be used for facilities identified in the Comprehensive Transportation Plan as "Intersection and Roadway Capacity Improvement Projects for the Traffic Impact Fee Program."~~))

(3) Such impact fee schedule is based upon the formula for calculating the proportionate share of the cost of the system improvements, including the costs of previously constructed system improvements, necessitated by new development to be borne by impact fees, which formulas are described in the Comprehensive Transportation Plan element of the Greater Des Moines Comprehensive Plan and incorporated herein by this reference.

(4) The impact fees imposed pursuant to this chapter shall be assessed by the City. A final assessment, based upon the actual building permit to be issued, shall be made, and the fee shall be due and payable in full at the time of issuance of the permit.

(5) Failure to pay the impact fees for a given development activity at the time that such impact fees are due and payable shall result in denial of the building permit for which the owner has applied.

(6) The impact fee program shall provide credits for the value of any dedication of land for, improvement to, or new construction of any system improvements provided by the developer, to facilities that are identified in the Comprehensive Transportation Plan as "Intersection and Roadway Capacity Improvement Projects for the Traffic Impact Fee Program." The value for which credit shall be given is the estimated value used for Impact Fee calculation in the Comprehensive Transportation Plan.

Sec. 5. Disposition of impact fee revenues.

(1) The impact fees collected pursuant to the provisions of this chapter shall be deposited into an impact fee fund. Pending application as provided in this chapter, the monies deposited in the impact fee fund shall be invested in any investment authorized for the investment of City funds. All interest and profits derived from the investment of monies in each account in the impact fee fund shall be retained in such account.

(2) The impact fees deposited in each account in the impact fee fund, and the interest and profit received from the investments therefrom shall be expended only for public facilities of the type for which such impact fees were collected, in conformity with the Greater Des Moines Comprehensive Plan and Comprehensive Transportation Plan, and expended or encumbered within six years of receipt by the City, unless written findings by the City Council identify an extra-ordinary and compelling reason for the City to hold the fees for a longer time. The City shall account for annual expenditures and shall comply with this section in successive comprehensive plans, transportation plans and capital facilities plans as appropriate.

(3) The City shall prepare an annual report on the impact fee fund which shows the source and amount of all monies collected, earned or received and the public facilities that were financed in whole or in part by impact fees.

Sec. 6. Refunds.

(1) The City shall, in accordance with RCW 82.02.080, refund to the current owners of property on which an impact fee has been paid any impact fees paid with respect to such property that has not been expended or encumbered for public facilities of the type of which such impact fees were collected.

(2) The City shall also refund to the current owner of property on which an impact fee has been paid all impact fees paid with respect to such property if the development activity

for which the impact fee was imposed did not occur and no impact has resulted.((~~; provided, that~~))

(3) If some, but not all, of the development activity for which the impact fee was imposed occurred, the impact will be deemed to have occurred, and no refund will be ((~~available under this section)~~)payable, provided however, that the property on which the impact fee was paid shall receive a credit toward any subsequent development activity on the property up to the full amount of the payment.

(4) Owners seeking a refund of impact fees must submit a written request for a refund of impact fees to the City Manager or designee within one (1) year of the date the right to claim the refund arises, which, for purposes of refund claims authorized pursuant to paragraph 2 of this section only, shall be the date of voluntary or involuntary abandonment of the building permit, or the date that notice is given as provided in paragraph 1 of this section, whichever occurs later. Refunds of impact fees shall include interest and any profits earned on the impact fees from the date of their receipt to the date of refund, as a percentage of the interest/profits earned by the fund on an annual basis. Any impact fees not expended within the time limitations and for which no application for a refund has been made within the one (1) year claim period, shall be retained by the City and expended on public facilities of the type for which such impact fees were initially collected, without further limitation as to the time of expenditure.

Sec 7. Appeals.

(1) The determination of the City Manager or designee regarding the applicability of the impact fee to a given development activity within the service area shall be final, however an owner may pay an impact fee imposed pursuant to this chapter under protest in order to obtain a building permit and, after such payment, file an appeal regarding the amount of the impact fee to the Hearing Examiner within ten (10) days of the City's final decision under the provisions of the hearing examiner code, Chapter 18.94 DMMC.

(2) Appeal regarding the amount of the impact fee imposed on any development activity may only be made by the owner of the property where such development activity shall occur.

Sec. 8. Codification. Sections 1 through 7 of this ordinance shall be codified as a new chapter in Title 12 DMMC.

Sec. 9. Severability - Construction.

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

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

Sec. 10. Effective date. This ordinance shall take effect and be in full force five (5) days after its passage, approval, and publication in accordance with law.

PASSED BY the City Council of the City of Des Moines this ____ day of __________, 2003 and signed in authentication thereof this ____ day of ________, 2003.

____
M A Y O R

APPROVED AS TO FORM:

____
City Attorney

ATTEST:

____
City Clerk

Published: __________

DRAFTORD:02-264

Traffic Impact Fee Options

Option 1 - Public Safety & Transportation Committee Recommended Version - Impact fees to commence immediately at 70% of the base rate for balance of 2003 and increase by 10% each January 1 for 3 years until the impact fee is 100% by 2006 and thereafter.

Sec. 4. Imposition of impact fee on development activity.

(1) -- Based upon the above impact fee base rate and adjustments, the base rate as of January 1, 2003 will be Two Thousand Six Hundred Fifteen dollars ($2,615.00) per peak p.m. trip. For the calendar years 2003 through 2005, the impact fee shall be phased-in as follows: for the calendar year 2003, the impact fee shall be paid in the amount of Seventy percent (70%) of the then-current base rate; for the calendar year 2004, the impact fee shall be paid in the amount of Eighty percent (80%) of the then-current base rate; and for the calendar year 2005, the impact fee shall be paid in the amount of Ninety percent (90%) of the then-current base rate. For the calendar year 2006, and for all subsequent years, the impact fee shall be paid in the amount of One Hundred percent (100%) of the then-current base rate.

(2) ------------------------------

(3) ------------------------------

(4) Commencing on the effective date of this ordinance the impact fees imposed pursuant to this chapter shall be assessed by the City. ---------------

Option 2 - 6 month grace period/100% version - Impact fees to commence 6 months after the effective date of the ordinance at 100% of the base rate.

Sec. 4. Imposition of impact fee on development activity.

(1) -- Based upon the above impact fee base rate and adjustments, the base rate as of January 1, 2003 will be

Option 4 - No grace period/5 year phase in version - Impact fees to commence immediately on the effective date of the ordinance at 50% of the base rate for the balance of 2003 and increase by 10% each January 1 thereafter for 5 years until the impact fee is 100% by 2008 and thereafter.

Sec. 4. Imposition of impact fee on development activity.

(1) --- -- -------------- Based upon the above impact fee base rate and adjustments, the base rate as of January 1, 2003 will be Two Thousand Six Hundred Fifteen dollars ($2,615.00) per peak p.m. trip. For the calendar years 2003 through 2007 the impact fee shall be phased in as follows: for the calendar year 2003 the impact fee shall be fifty percent (50%)of the then-current base rate; for the calendar year 2004 the impact fee shall be sixty percent (60%) of the then-current base rate; for the calendar year 2005 the impact fee shall be seventy percent (70%) of the then-current base rate; for the calendar year 2006 the impact fee shall be eighty percent (80%) of the then-current base rate; for the calendar year 2007 the impact fee shall be ninety percent (90%) of the then-current base rate. For the calendar year 2008 and for all subsequent years the impact fee shall be one-hundred (100%) of the then-current base rate.

(2) ------------------------------

(3) ------------------------------

(4) Commencing on the effective date of this ordinance the impact fees imposed pursuant to this chapter shall be assessed by the City. ---------------

CONSENT CALENDAR
Item #4

AGENDA ITEM

SUBJECT: 10th Avenue Culvert Replacement and Intersection Improvement Project

ATTACHMENTS:

1. Bid Tabulation & Summary
2. Professional Services Agreement
3. Map of Project
4. Approved Capital Improvement Plan

AGENDA OF: April 10, 2003

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: April 2, 2003

CLEARANCES:
[X] Finance ______
[X] Public Works ______
[X] Legal ______

APPROVED BY CITY MANAGER FOR SUBMITTAL: ______

Purpose and Recommendation:

The purpose of this report is to seek City Council approval for the 10th Avenue Culvert Replacement and Intersection Improvement Project construction contract.

Suggested Motions:

The following motions will appear on the Consent Calendar:

1) "I move to award the construction contract for the 10th Avenue Culvert Replacement and Intersection Improvement Project to Interwest Development, Inc. in the amount of $515,092.51 and further to authorize the City Manager to sign said contract substantially in the form as submitted, plus authorize the City Manager or his designee to approve change orders up to an amount of 10% of the contract amount."

2) "I move to award the professional services contract for construction management services to Reid Middleton, Inc. in the amount of $101,133.85 and further to authorize the City Manager to sign said contract substantially in the form as submitted, plus authorize the City Manager or his designee to approve change orders up to an amount of 10% of the contract amount."

Background:

The 10th Avenue Culvert Replacement Project proposes to replace an undersized arched corrugated metal culvert with two concrete box culverts. The existing culvert cannot convey the peak flows of Massey Creek (the outlet is mostly submerged), resulting in major flooding in the vicinity of the intersection of Kent-Des Moines Road and 10th Avenue. The culverts are also sized to eliminate a fish passage barrier that now exists with the undersized and submerged metal culvert. With this barrier removed, an important reach of spawning habitat within Massey Creek between 10th Avenue S. and 16th Avenue S. can be accessed. This project was listed as a high priority project in the Lower Massey Creek Alternative Analysis (KCM, 1994).

This project will be done in conjunction with the Transportation Improvement Plan's proposal for realigning the existing intersection into two separated intersections. The new street improvements will include approximately 800 feet of curb, gutter, and sidewalk, new road approaches and street lighting. This revision is needed to improve traffic and pedestrian safety at this awkward six-legged intersection.

The project involves the excavation of the existing roadway (S. 230th St. and 10th Avenue) and relocation of utilities, demolition of the existing culvert, restoration of the area between intersections as open-stream, construction of two concrete box culverts 16-foot x 6-foot and 20-foot by 5-foot below the intersections along with culvert headwalls and wingwalls. The culverts will be built upon cast in-place concrete footings. The intersections will be reconstructed with new street lighting, sidewalks, curbs and gutter, handrailing, and street markings. Stream work includes reshaping of 350 feet of stream including boulder clusters, tree rootwads, stream cobbles, and revegetation with a variety of trees, shrubs and ground cover.

Discussion:

This project was scheduled for construction last year but was delayed due to the collection of high bids (the three low bids ranged from $712,000 to $825,000). After evaluating the bids, several lump sum items were itemized to make it clearer for the bidders to estimate quantities. The project was also advertised much earlier in the year to allow ample time for the winning contractor to fabricate many of the specialty items, such as the pre-fabricated culverts and wingwalls. The bidding climate was also very favorable based on the number of bids received.

We received bids from ten contractors; although all of the bids were over the Engineer's Estimate, the five lowest bidders were within $60,000 of each other indicating that the low bid is not undervalued and that the bidding climate is ideal for this type of work. Interwest Development NW, Inc. is the low bidder at just 3% over the Engineer's estimate. The bid tabulation for the three low bidders is included as Attachment #1, along with the bid summary.

The bid also includes two additional schedules B & C for the relocation of Midway Sewer District's sewer line and Highline Water District's water main that are within the project limits. These schedules are fully funded through the utilities in accordance to the approved interlocal agreements with them.

R.W. Beck, Inc. was the lead designer for the project with Reid Middleton, Inc. assisting as a subconsultant. For providing construction management services, staff requested proposals from both R.W. Beck and Reid Middleton being that both firms were heavily involved with the project and well qualified. However, given the desire of the City to limit the inspection to a ¾-time inspector, R.W. Beck decided to decline the request and allow Reid Middleton to perform the work. Reid Middleton is highly qualified and has successfully assisted the city with construction management projects on numerous projects, most recently the 16th Avenue Culvert Replacement and Slide Repair Project completed in 2001.

Alternatives:

Staff could be directed to reject all bids received and not perform the project this year. If the project is canceled, it will likely cost more money next year to do the same amount of work. Also, given the high amount of interest in the project and the large number of bidders, the likelihood of receiving lower bids is remote.

Staff could also be directed to reject the professional services contract with Reid Middleton and advertise for qualifications from other consulting firms for these services.

Financial Impact:

The 2003 Adopted Capital Improvement Plan has provided the Surface Water Management Fund with $620,000.00 to construct the project and $90,000 for ¾ time inspection. This amount anticipated a moderately high bid based on the low bid that was collected last year with some reduction for itemizing the lump sum items. However, the low bidder ($484,439.87 for Schedule A), is well below the budget and staff expects to be able to complete project within the awarded amount (plus the 10% for unanticipated changes).

Recommendation/Conclusion:

Staff has received positive reference results and recommends taking advantage of the low bid received, and awarding the 10th Avenue Culvert Replacement and Intersection Improvement Project to Interwest Development, Inc. in the amount of $515,092.51. Staff also recommends awarding construction management services to Reid Middleton, Inc. in the amount of $101,133.85.

Concurrence:

The Legal Department has approved the construction contract and construction administration contracts as to form, and the funds are available per the 2003 adopted CIP budget.

BID 3/25/03

10TH AVENUE CULVERT REPLACEMENT AND INTERSECTION IMPROVEMENTS

	NAME	SCHEDULE A	SCHEDULE B	SCHEDULE C	GRAND TOTAL	+/- ENGINEER'S ESTIMATE AWARD BASED ON GRAND TOTAL
	ENGINEER'S ESTIMATE	$435,464.66	$54,166.08	$10,183.68	$499,814.42	
1	INTERWEST DEVELOPMENT NW	$484,439.87	$25,341.16	$5,311.47	$515,092.51	$15,278.09
2	KEMPER CONSTRUCTION	$478,432.40	$31,461.70	$8,093.63	$517,987.73	$18,173.31
3	FURY CONSTRUCTION	$508,361.80	$35,067.87	$6,313.66	$549,743.34	$49,928.92
4	CA GOODMAN	$515,966.20	$42,273.70	$9,517.82	$567,757.72	$67,943.30
5	COLUCCIO	$532,009.00	$34,803.49	$11,717.76	$578,530.25	$78,715.83
6	SOTO & SONS	$542,362.80	$78,264.19	$9,288.25	$629,915.24	$130,100.82
7	WILDER	$576,205.50	$48,314.82	$9,748.48	$634,268.80	$134,454.38
8	SCI INFRASTRUCTURE	$595,464.25	$51,533.12	$15,070.98	$662,068.35	$162,253.93
9	GMT	$692,470.00	$43,264.32	$8,285.12	$744,019.44	$244,205.02
10	WESTWATER	$788,213.00	$86,474.04	$16,786.75	$891,473.79	$391,659.37
	STANDARD DEVIATION	$93,762.77	$18,950.66	$3,430.34	$110,055.47	

ATTACHMENT 1

10th AVENUE SOUTH CULVERT REPLACEMENT AND INTERSECTION IMPROVEMENT PROJECT
Bid Opening 3/25/03

SCHEDULE A - CULVERT REPLACEMENT AND INTERSECTION IMPROVEMENT

	Item Description	Quant.	:: Units	ENGINEER'S ESTIMATE Unit Price	Amount	INTERWEST DEVELOPMENT NW Unit Price	Amount	KEMPER CONSTRUCTION Unit Price	Amount	FURY CONSTRUCTION Unit Price	Amount
A1	MOBILIZATION	1	LS	20,736.41	20,736.41	20,804.78	20,804.78	20,000.00	20,000.00	25,000.00	25,000.00
A2	CLEARING AND GRUBBING	1	Acre	2,800.00	2,800.00	5,857.50	5,857.50	2,000.00	2,000.00	5,000.00	5,000.00
A3	CONSTRUCTION SURVEY	1	LS	5,000.00	5,000.00	9,585.00	9,585.00	7,000.00	7,000.00	8,000.00	8,000.00
A4	DEVELOP/IMPLEMENT DIVERSION PLAN	1	LS	20,000.00	20,000.00	532.50	532.50	8,000.00	8,000.00	6,000.00	6,000.00
A5	SPCC PLAN	1	LS	1,500.00	1,500.00	532.50	532.50	500.00	500.00	200.00	200.00
A6	TEMP. EROSION CONTROL	1	LS	2,000.00	2,000.00	3,727.50	3,727.50	3,000.00	3,000.00	3,000.00	3,000.00
A7	REMOVAL OF STRUCTURES AND OBSTRUCTION	1	LS	2,000.00	2,000.00	4,792.50	4,792.50	4,100.00	4,100.00	3,000.00	3,000.00
A8	REMOVING BEAM GUARDRAIL	130	LF	3.00	390.00	3.57	464.10	3.50	455.00	4.00	520.00
A9	REMOVING BEAM GUARDRAIL ANCHOR TYPE 1	1	EA	150.00	150.00	170.40	170.40	175.00	175.00	175.00	175.00
A10	REMOVING ASPHALT CONCRETE PAVEMENT	1700	SY	5.00	8,500.00	3.04	5,168.00	4.50	7,650.00	4.00	6,800.00
A11	REMOVING TEMPORARY PAVEMENT MARKING	1,010	LF	0.10	101.00	1.33	1,343.30	1.40	1,414.00	1.50	1,515.00
A12	REMOVING PAINT STRIPE	1,420	LF	0.60	852.00	0.53	752.60	0.60	852.00	0.60	852.00
A13	REMOVING MISCELLANEOUS TRAFFIC ITEMS	1	LS	1,000.00	1,000.00	266.25	266.25	270.00	270.00	275.00	275.00
A14	SAWCUT PAVEMENT	725	LF	2.00	1,450.00	2.66	1,928.50	2.00	1,450.00	1.50	1,087.50
A15	REMOVING CHAIN LINK FENCE	200	LF	5.00	1,000.00	2.66	532.00	3.25	650.00	9.00	1,800.00
A16	RELOCATE YARD LIGHTING	1	LS	1,000.00	1,000.00	4,153.50	4,153.50	4,250.00	4,250.00	4,000.00	4,000.00
A17	SHORING	2,500	SF	7.50	18,750.00	1.60	4,000.00	2.00	5,000.00	6.00	15,000.00
A18	EXCAVATION INCLUDING HAUL	3,800	CY	16.00	60,800.00	12.25	46,550.00	20.00	76,000.00	11.00	41,800.00
A19	GRAVEL BORROW INCL. HAUL	925	TON	20.00	18,500.00	12.78	11,821.50	17.00	15,725.00	13.00	12,025.00
A20	EMBANKMENT COMPACTION	125	CY	2.50	312.50	5.33	666.25	6.00	750.00	5.00	625.00
A21	GRAVEL BACKFILL FOR FOUNDATIONS, CLASS A	450	CY	20.00	9,000.00	15.98	7,191.00	22.00	9,900.00	18.00	8,100.00
A22	STREAM BED GRAVEL	485	TN	30.00	14,550.00	25.56	12,396.60	30.00	14,550.00	35.00	16,975.00
A23	SPECIAL RIP RAP	288	TN	30.00	8,640.00	34.08	9,815.04	40.00	11,520.00	38.00	10,944.00
A24	BOULDERS	24	TN	40.00	960.00	133.13	3,195.12	80.00	1,920.00	125.00	3,000.00
A25	CORRUGATED POLYETHYLYNE PIPE, 12-INCH	120	LF	42.00	5,040.00	21.30	2,556.00	20.00	2,400.00	36.00	4,320.00
A26	CORRUGATED POLYETHYLYNE PIPE, 18-INCH DIA.	32	LF	56.00	1,792.00	25.56	817.92	27.00	864.00	40.00	1,280.00
A27	PLAIN CONCRETE STORM SEWER PIPE, 12-INCH DIA.	8	LF	42.00	336.00	26.63	213.04	61.00	488.00	65.00	520.00
A28	CATCH BASIN TYPE 1	5	EA	1,000.00	5,000.00	718.88	3,594.40	850.00	4,250.00	900.00	4,500.00
A29	CATCHBASIN TYPE 2, 48-INCH	1	EA	1,800.00	1,800.00	1,863.75	1,863.75	2,200.00	2,200.00	3,200.00	3,200.00
A30	TESTING STORM SEWER PIPE	160	LF	4.00	640.00	3.20	512.00	6.50	1,040.00	5.00	800.00
A31	ASPHALT TREATED BASE	55	TN	45.00	2,475.00	62.84	3,456.20	74.00	4,070.00	62.00	3,410.00
A32	CRUSHED SURFACING BASE COURSE	150	TN	20.00	3,000.00	19.17	2,875.50	21.50	3,225.00	20.00	3,000.00
A33	ASPHALT CONCRETE APPROACH, CLASS B	190	TN	45.00	8,550.00	62.84	11,939.60	72.00	13,680.00	64.00	12,160.00
A34	CEMENT CONCRETE BARRIER, CURB AND GUTTER	670	LF	12.00	8,040.00	13.91	9,319.70	12.60	8,442.00	10.00	6,700.00
A35	EXTRUDED CURB	75	LF	5.00	375.00	7.46	559.50	7.50	562.50	8.00	600.00
A36	TYPE C PRECAST TRAFFIC CURB	80	LF	10.00	800.00	13.85	1,108.00	14.00	1,120.00	14.00	1,120.00
A37	TEMPORARY CONCRETE BARRIER	540	LF	25.00	13,500.00	12.25	6,615.00	13.50	7,290.00	13.00	7,020.00

	Item Description	Quant.	Units	ENGINEER'S ESTIMATE Unit Price	Amount	INTERWEST DEVELOPMENT NW Unit Price	Amount	KEMPER CONSTRUCTION Unit Price	Amount	FURY CONSTRUCTION Unit Price	Amount
A38	PAINT STRIPE	1,100	LF	0.50	550.00	0.21	231.00	0.25	275.00	0.25	275.00
A39	PAINTED GORE STRIPE	50	LF	0.35	17.50	0.32	16.00	0.35	17.50	0.50	25.00
A40	PLASTIC CROSSWALK STRIPE	190	LF	3.25	617.50	1.81	343.90	1.90	361.00	2.00	380.00
A41	PLASTIC STOP LINE	30	LF	3.00	90.00	3.20	96.00	3.25	97.50	4.00	120.00
A42	PLASTIC TRAFFIC ARROW	4	EA	50.00	200.00	53.25	213.00	55.00	220.00	60.00	240.00
A43	RAISED PAVEMENT MARKERS, TYPE 1	0.35	HUND	165.00	57.75	505.88	177.06	520.00	182.00	515.00	180.25
A44	RAISED PAVEMENT MARKERS, TYPE 2	0.35	HUND	350.00	122.50	532.50	186.38	550.00	192.50	525.00	183.75
A45	TEMPORARY PAVEMENT MARKING	1,010	LF	0.25	252.50	0.21	212.10	0.22	222.20	0.25	252.50
A46	PERMANENT SIGNING	1	LS	3,150.00	3,150.00	5,005.50	5,005.50	1,850.00	1,850.00	2,600.00	2,600.00
A47	TYPE III BARRICADE	4	EA	200.00	800.00	266.25	1,065.00	160.00	640.00	350.00	1,400.00
A48	TRAFFIC CONTROL LABOR ($35.00 MINIMUM)	150	HR	27.00	4,050.00	38.34	5,751.00	35.00	5,250.00	40.00	6,000.00
A49	TRAFFIC CONTROL SUPERVISOR	50	HR	45.00	2,250.00	40.47	2,023.50	35.00	1,750.00	45.00	2,250.00
A50	CONSTRUCTION SIGNS CLASS A	240	SF	12.00	2,880.00	40.47	9,712.80	17.00	4,080.00	12.00	2,880.00
A51	ILLUMINATION SYSTEM	1	LS	14,000.00	14,000.00	26,625.00	26,625.00	27,250.00	27,250.00	28,000.00	28,000.00
A52	MONUMENT CASE AND COVER	2	EA	750.00	1,500.00	479.25	958.50	450.00	900.00	600.00	1,200.00
A53	CEMENT CONCRETE SIDEWALK	445	SY	20.00	8,900.00	27.80	12,371.00	27.50	12,237.50	20.00	8,900.00
A54	BEAM GUARDRAIL, TYPE 1	15	LF	50.00	750.00	170.40	2,556.00	170.00	2,550.00	200.00	3,000.00
A55	CHAIN LINK FENCE, TYPE 3	145	LF	18.00	2,610.00	14.32	2,076.40	14.50	2,102.50	18.00	2,610.00
A56	SAFETY RAILING	278	LF	48.00	13,344.00	133.13	37,010.14	90.00	25,020.00	130.00	36,140.00
A57	CONCRETE WING WALL FOOTINGS	32	CY	300.00	9,600.00	575.10	18,403.20	410.00	13,120.00	600.00	19,200.00
A58	CONCRETE WING WALLS	46	CY	400.00	18,400.00	575.10	26,454.60	410.00	18,860.00	525.00	24,150.00
A59	PRECAST BOX CULVERT, 16 FT. x 7 FT.	1	LS	28,000.00	28,000.00	39,894.90	39,894.90	35,000.00	35,000.00	50,000.00	50,000.00
A60	PRECAST BOX CULVERT, 20 FT. x 7 FT.	1	LS	33,500.00	33,500.00	46,284.90	46,284.90	42,600.00	42,600.00	55,000.00	55,000.00
A61	WALL DRAIN	326	LF	10.00	3,260.00	26.63	8,681.38	9.00	2,934.00	28.00	9,128.00
A62	ROOT WAD, ANCHORED	4	EA	300.00	1,200.00	186.38	745.52	525.00	2,100.00	600.00	2,400.00
A63	TEMPORARY SILT FENCE	500	LF	5.00	2,500.00	4.26	2,130.00	3.00	1,500.00	5.00	2,500.00
A64	TRENCH SAFETY	1	LS	2,000.00	2,000.00	1,917.00	1,917.00	5,700.00	5,700.00	1,000.00	1,000.00
A65	SEEDING	0.24	ACRE	12,000.00	2,880.00	2,343.00	562.32	2,400.00	576.00	2,300.00	552.00
A66	EROSION CONTROL BLANKET	500	SY	1.50	750.00	0.96	480.00	1.00	500.00	1.10	550.00
A67	COMPOST	217	CY	38.00	8,246.00	27.96	6,067.32	28.50	6,184.50	28.00	6,076.00
A68	WATER	33.40	K GAL	80.00	2,672.00	159.75	5,335.65	41.00	1,369.40	20.00	668.00
A69	CONTROLLED DENSITY FILL	25	CY	75.00	1,875.00	133.13	3,328.25	90.00	2,250.00	140.00	3,500.00
A70	PAVEMENT PATCH	20	SY	35.00	700.00	79.88	1,597.60	60.00	1,200.00	18.00	360.00
A71	BANK LOG, ANCHORED	1	EA	1,000.00	1,000.00	2,609.25	2,609.25	650.00	650.00	700.00	700.00
A72	REMOVING CONTAMINATED SOIL	1	FA	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
A73	ACER MACROPHYLLUM	1	EA	0.00	0.00	34.08	34.08	34.90	34.90	34.00	34.00
A74	ALNUS RUBRA	10	EA	0.00	0.00	28.01	280.10	28.50	285.00	28.00	280.00
A75	BETULA OCCIDENTALS	10	EA	0.00	0.00	28.01	280.10	28.50	285.00	28.00	280.00
A76	POPULUS TRICHOCARPA	8	EA	0.00	0.00	15.66	125.28	16.00	128.00	16.00	128.00
A77	PRUNUS EMARGINATA	9	EA	0.00	0.00	23.96	215.64	24.50	220.50	24.00	216.00
A78	PSEUDOTSUGA	3	EA	0.00	0.00	97.98	293.94	100.00	300.00	95.00	285.00
A79	THUJA PLICATA	9	EA	0.00	0.00	117.15	1,054.35	120.00	1,080.00	115.00	1,035.00
A80	SALIX LASIANDRA	116	EA	0.00	0.00	1.33	154.28	1.40	162.40	1.50	174.00
A81	SALIX SCOULERIANA	120	EA	0.00	0.00	1.33	159.60	1.40	168.00	1.50	180.00
A82	SALIX SITCHENSIS	188	EA	0.00	0.00	1.33	250.04	1.40	263.20	1.50	282.00
A83	CAREX OBNUPTA	167	EA	0.00	0.00	1.33	222.11	1.40	233.80	1.50	250.50

Item	Item Description	Quant.	Units	ENGINEER'S ESTIMATE Unit Price	ENGINEER'S ESTIMATE Amount	INTERWEST DEVELOPMENT NW Unit Price	INTERWEST DEVELOPMENT NW Amount	KEMPER CONSTRUCTION Unit Price	KEMPER CONSTRUCTION Amount	FURY CONSTRUCTION Unit Price	FURY CONSTRUCTION Amount
A84	ELEOCHARIS	198	EA	0.00	0.00	3.46	685.08	3.50	693.00	3.35	663.30
A85	GAULTHERIA SHALLON	243	EA	0.00	0.00	7.19	1,747.17	7.40	1,798.20	7.00	1,701.00
A86	MAHONIA REPANS	219	EA	0.00	0.00	8.25	1,806.75	8.50	1,861.50	8.00	1,752.00
A87	POLYSTICHUM MUNITUM	152	EA	0.00	0.00	17.04	2,590.08	17.50	2,660.00	17.00	2,584.00
A88	SCIRPUS MICROCARPUS	100	EA	0.00	0.00	1.33	133.00	1.40	140.00	1.50	150.00
A89	TYPHA LATIFOLIA	82	EA	0.00	0.00	1.33	109.06	1.40	114.80	1.50	123.00
-	PLANT SELECTION INCLUDING PLANT ESTABLISHMEN	1	LS	9,900.00	9,900.00	0.00	0.00		0.00	0.00	0.00
	TOTAL AMOUNT OF BID SCHEDULE A -BASE BID (ITEMS 1-98)				435,464.66		484,439.87		478,432.40		508,361.80

BID SCHEDULE B - SANITARY SEWER UTILITY RELOCATION

Item	Item Description	Quant.	Units	ENGINEER'S ESTIMATE Unit Price	ENGINEER'S ESTIMATE Amount	INTERWEST DEVELOPMENT NW Unit Price	INTERWEST DEVELOPMENT NW Amount	KEMPER CONSTRUCTION Unit Price	KEMPER CONSTRUCTION Amount	FURY CONSTRUCTION Unit Price	FURY CONSTRUCTION Amount
B1	MANHOLE 48 IN. DIAM. TYPE 1	3	EACH	2,800.00	8,400.00	1,704.00	5,112.00	2,500.00	7,500.00	2,100.00	6,300.00
B2	MANHOLE ADDITIONAL HEIGHT 48 IN. DIAM TYPE 1	5	LF	200.00	1,000.00	266.25	1,331.25	140.00	700.00	225.00	1,125.00
B3	DROP MANHOLE CONNECTION	2	EACH	3,800.00	7,600.00	426.00	852.00	625.00	1,250.00	1,200.00	2,400.00
B4	ADJUST MANHOLE	2	EACH	200.00	400.00	426.00	852.00	420.00	840.00	400.00	800.00
B5	ABANDON EXISTING SANITARY MANHOLE	2	EACH	800.00	1,600.00	426.00	852.00	250.00	500.00	1,000.00	2,000.00
B6	SHORING OR EXTRA EXCAVATION CLASS B	1,885	SF	1.00	1,885.00	0.80	1,508.00	1.00	1,885.00	0.50	942.50
B7	DUCTILE IRON SEWER PIPE 8 IN. DIAM	146	LF	45.00	6,570.00	23.43	3,420.78	27.00	3,942.00	35.00	5,110.00
B8	DUCTILE IRON SEWER PIPE 10 IN. DIAM	58	LF	60.00	3,480.00	25.56	1,482.48	35.00	2,030.00	38.00	2,204.00
B9	CONNECTION TO EXISTING SANITARY SEWER	3	EACH	1,800.00	5,400.00	319.50	958.50	150.00	450.00	1,200.00	3,600.00
B10	BANK RUN GRAVEL FOR TRENCH BACKFILL SEWER	350	CY	20.00	7,000.00	12.78	4,473.00	13.00	4,550.00	14.00	4,900.00
B11	REMOVAL AND REPLACEMENT OF UNSUITABLE MATE	100	CY	20.00	2,000.00	12.78	1,278.00	40.00	4,000.00	17.00	1,700.00
B12	ABANDON TO EXISTING SIDE SEWER	1	EACH	1,250.00	1,250.00	372.75	372.75	220.00	220.00	150.00	150.00
B13	MOBILIZATION	1	LS	3,200.00	3,200.00	798.75	798.75	1,050.00	1,050.00	1,000.00	1,000.00
	SUBTOTAL BID SCHEDULE B				49,785.00		23,291.51		28,917.00		32,231.50
	WASHINGTON STATE SALES TAX (8.8%)				4,381.08		2,049.65		2,544.70		2,836.37
	TOTAL BID SCHEDULE B (Items 1-13)				$54,166.08		$25,341.16		$31,461.70		$35,067.87

BID SCHEDULE C - WATER MAIN CONSTRUCTION				ENGINEER'S ESTIMATE		INTERWEST DEVELOPMENT NW		KEMPER CONSTRUCTION		FURY CONSTRUCTION	
	Item Description	Quant.	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
C1	8 INCH DUCTILE IRON	129	LF	40.00	5,160.00	26.36	3,400.44	41.00	5,289.00	32.00	4,128.00
C2	8 INCH GATE VALVE 2	2	EACH	500.00	1,000.00	740.18	1,480.36	800.00	1,600.00	725.00	1,450.00
C3	MOBILIZATION	1	LS	3,200.00	3,200.00	1.07	1.07	550.00	550.00	225.00	225.00
	SUBTOTAL BID SCHEDULE C				$9,360.00		$4,881.87		$7,439.00		$5,803.00
	WASHINGTON STATE SALES TAX (8.8%)				$823.68		$429.60		$654.63		$510.66
	TOTAL BID SCHEDULE C (ITEMS 1-3)				$10,183.68		$5,311.47		$8,093.63		$6,313.66
	GRAND TOTAL, ALL SCHEDULES				**$499,814.42**		**$515,092.51**		**$517,987.73**		**$549,743.34**

STANDARD CONSULTANT AGREEMENT	CONSULTANT/ADDRESS/TELEPHONE Reid Middleton, Inc. 728 134th Street SW, Suite 200 Everett, WA 98204 (425) 741-3800
AGREEMENT NUMBER FEDERAL AID NO.	
AGREEMENT TYPE CHECK ONE ☐ **LUMP SUM** LUMP SUM AMOUNTS $ ______ ☒ **COST PLUS FIXED FEE** OVERHEAD PROGRESS PAYMENT RATE ______% OVERHEAD COST METHOD ☐ ACTUAL COST NOT TO EXCEED ______% ☒ FIXED RATE 182 % FIXED FEE $8,430	PROJECT TITLE AND WORK DESCRIPTION 10th Avenue South Culvert Replacement and Intersection Improvement Construction Administration DBE PARTICIPATION ☐ YES ☒ NO ______% WBE PARTICIPATION ☐ YES ☒ NO ______% FEDERAL ID NO. OR S.S. NO. 91-0714387 Do you require a 1099 for IRS? ☐ YES ☒ NO
☐ **SPECIFIC RATES OF PAY** ☐ NEGOTIATED HOURLY RATE ☐ PROVISIONAL HOURLY RATE ☐ **COST PER UNIT OF WORK**	COMPLETION DATE MAXIMUM AMOUNT PAYABLE **$101,133.85**

THIS AGREEMENT, made and entered into this ______ day of ____________, ____________, between the Local Agency of **City of Des Moines, Washington**, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

ATTACHMENT 2

I
GENERAL DESCRIPTION OF WORK

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II
SCOPE OF WORK

The Scope of Work and project level of effort for this project is detailed in Exhibit "B" attached hereto, and by this reference made a part of this AGREEMENT.

III
GENERAL REQUIREMENTS

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the AGENCY.

The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY or such Federal, Community, State, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum number of hours or days notice required shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "B" attached hereto and made part of this AGREEMENT. The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated. Goals for Disadvantaged Business Enterprises (DBE) and Women Owned Business Enterprises (WBE) if required shall be shown in the heading of this AGREEMENT.

All reports, PS&E materials, and other data, furnished to the CONSULTANT by the AGENCY shall be returned. All designs, drawings, specifications, documents, and other work products prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT and are property of the AGENCY. Reuse by the AGENCY or by others acting through or on behalf of the AGENCY of any such instruments of service, not occurring as part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

IV
TIME FOR BEGINNING AND COMPLETION

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY, in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V
PAYMENT

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "C" attached hereto, and by this reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work". The CONSULTANT shall conform with all applicable portions of 48 CFR 31.

VI
SUBCONTRACTING

The AGENCY permits subcontracts for those items of work as shown in Exhibit "G" to this AGREEMENT.

Compensation for this subconsultant work shall be based on the cost factors shown on Exhibit "G", attached hereto and by this reference made a part of this AGREEMENT.

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts exceeding $10,000 in cost shall contain all applicable provisions of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and subcontractor, any contract or any other relationship.

VII
EMPLOYMENT

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability, or in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may or might arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII
NONDISCRIMINATION

The CONSULTANT agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, a layoff or terminations, rates of pay or other forms of compensation, selection for training, retention of services. The CONSULTANT understands and agrees that if it violates this provision, this AGREEMENT may be terminated by the AGENCY and further that the CONSULTANT shall be barred from performing any services for the AGENCY now or in the future unless a showing is made satisfactory to the AGENCY that discriminatory practices have terminated and that recurrence of such action is unlikely.

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

A. COMPLIANCE WITH REGULATIONS: The CONSULTANT shall comply with the Regulations relative to nondiscrimination in the same manner as in Federal-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this AGREEMENT. The CONSULTANT shall comply with the American Disabilities Act of 1992, as amended.

B. NONDISCRIMINATION: The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, creed, color, sex, age, marital status, national origin or handicap except for a bona fide occupational qualification in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix II of the Regulations.

C. SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, creed, color, sex, age, marital status, national origin and handicap.

D. INFORMATION AND REPORTS: The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the AGENCY, or the United States Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. SANCTIONS FOR NONCOMPLIANCE: In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this AGREEMENT, the AGENCY shall impose such sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or

2. Cancellation, termination or suspension of the AGREEMENT, in whole or in part.

F. INCORPORATION OF PROVISIONS: The CONSULTANT shall include the provisions of paragraphs (A) through (G) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the AGENCY or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY, and in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

G. UNFAIR EMPLOYMENT PRACTICES: The CONSULTANT shall comply with RCW 49.60.180.

IX
TERMINATION OF AGREEMENT

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "F" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to the Notice of Termination exceeds the total amount that would be due computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination; the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth in the previous paragraph.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without it or its employees' fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY in accordance with the provision of this AGREEMENT.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination of the corporation or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY's concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X
CHANGES OF WORK

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI
MEDIATION/ARBITRATION CLAUSE

If a dispute arises from or relates to the AGREEMENT or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under the American Arbitration Association's Commercial or Construction Rules before resorting to arbitration. The mediator may be selected by agreement of the parties or through the American Arbitration Association. Following mediation, any unresolved controversy or claim arising from or relating to this AGREEMENT or breach thereof shall be conducted under the American Arbitration Association's Commercial or Construction Arbitration Rules. The arbitrator may be selected by agreement of the parties or through the American Arbitration Association. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The CONSULTANT recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

XII
VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

All questions related to this AGREEMENT shall be resolved under the laws of the State of Washington. In the event that either party deems it necessary to institute legal action arising from this AGREEMENT, such action shall be instituted in the King County Superior Court. The parties each consent to the personal jurisdiction of such court. Except as otherwise provided by law, it is expressly understood that neither party can institute any legal action against the other based on this AGREEMENT until the parties have exhausted the mediation and arbitration procedures required by the previous paragraph.

XIII
LEGAL RELATIONS AND INSURANCE

Indemnification / Hold Harmless

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Insurance

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers

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

E. Verification of Coverage

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

XIV
EXTRA WORK

A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.

C. The CONSULTANT must submit its "request for equitable adjustment" (hereafter referred to as claim) under this clause within 30 days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive an act upon a claim submitted before final payment of the AGREEMENT.

D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

E. Notwithstanding the terms and conditions of paragraphs (a) and (b) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XV
ENDORSEMENT OF PLANS

The CONSULTANT shall place his endorsement on all plans, estimates or any other engineering date furnished by him.

XVI
FEDERAL AND STATE REVIEW

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

XVII
CERTIFICATION OF THE CONSULTANT AND THE AGENCY

Attached hereto as Exhibit "A-1", are the Certifications of the CONSULTANT and the AGENCY, Exhibit "A-2" Certification regarding debarment, suspension and other responsibility matters--primary covered transactions, Exhibit "A-3" Certification regarding the restrictions of the use of Federal funds for lobbying, and Exhibit "A-4" Certificate of Current Cost or Pricing Data. Exhibits "A-3" and "A-4" are only required in agreements over $100,000.

XVIII
COMPLETE AGREEMENT

This document and referenced attachments contains all covenants, stipulations and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

XIX
EXECUTION AND ACCEPTANCE

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting materials submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year first above written.

By Reid Middleton, Inc.

Consultant [signature]

By ______________________

Agency ______________________
City Manager

APPROVED AS TO FORM:

By: ______________________
Title: City Attorney

Exhibit A-1
Certification Of Consultant

Project No. ______________

Local Agency

I hereby certify that I am Executive Vice President and duly authorized representative of the firm of Reid Middleton, Inc. whose address is 728 134th Street SW, Suite 200, Everett, WA 98204 and that neither I nor the above firm I here represent has:

(a) Employed or retained for a commission, percentage, brokerage, contingent fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above *CONSULTANT) to solicit or* secure this contract.

(b) Agreed, as an express or implied condition for obtaining this contract, to employ or to retain the services of any firm or person in connection with carrying out the contract.

(c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution donation or consideration of any kind for, or in connection with procuring or carrying out the contract; except as here expressly stated (if any):

I further certify that the firm I hereby represent is authorized to do business in the State of Washington and that the firm is in full compliance with the requirements of the board of Professional Registration.

I acknowledge that this certificate is to be available to the State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal aid funds and is subject to applicable State and Federal laws, both criminal and civil.

31 MARCH 03
Date

Signature
Paul W. Masten, Executive Vice President

Certification of Agency Official

I hereby certify that I am the AGENCY Official of the Local Agency of ______________ Washington and that the above consulting firm or their representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

(a) Employ or retain, or agree to employ or retain, any firm or person, or

(b) Pay or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind, except as here expressly stated (if any).

I acknowledged that this certificate is to be available to the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal aid highway funds and it subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

Exhibit A-2

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

   (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

   (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and

   (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): Reid Middleton, Inc.

MAR 31 03
(Date)

(Signature) President or Authorized Official of Consultant
Paul W. Masten
Executive Vice President

Exhibit A-3

Certification Regarding The Restrictions of The use of Federal Funds for Lobbying

The prospective participant certifies, *by signing and submitting this bid or proposal, to the best of his or her* knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee *of any federal agency, a member of Congress,* an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal *contract, grant, loan, or cooperative agreement.*

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Consultant (Firm): Reid Middleton, Inc.

31 Mar 03
(Date)

(Signature) President or Authorized Official of Consultant
Paul W. Masten
Executive Vice President

Exhibit A-4
Certificate of Current Cost or Pricing Data

This is to verify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.801 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.804-2) submitted, either actually or by specific identification in writing, to the contracting officer or to the contracting officer's representative in support of ______________________ * are accurate, complete, and current as of ______________ **. This certification includes *the cost or pricing data supporting any advance agreements and forward pricing rate agreements between* the offeror and the Government that are part of the proposal.

Firm Reid Middleton, Inc.

Name Mary Anne Lord Mary Anne Lord

Title Secretary/Treasurer

Date of Execution*** ______________

* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

** *Insert the day, month, and year when price negotiations were concluded and price agreement was* reached.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

EXHIBIT B
SCOPE OF SERVICES

City of Des Moines
10th Avenue South Culvert Replacement and Intersection Improvement Project
Construction Administration

March 28, 2003

PROJECT UNDERSTANDING

Reid Middleton, Inc. (Consultant) will provide Construction Administration Services to the City of Des Moines (City) during construction of the 10th Avenue South Culvert Replacement and Intersection Improvement Project (Project). The Consultant's activities will include construction oversight, geotechnical services, testing services, and construction oversight of all project landscaping. The oversight responsibilities are defined as observing the contractor's work to verify general conformance with the Project's design and specifications. The Consultant oversight shall not be interpreted to relieve the contractor of its obligations, duties, and responsibilities including but not limited to constructions means, methods, techniques, sequence of construction, procedures or safety precautions required by any regulatory agency. Such responsibilities remain with the contractor.

The Consultant will contract for and provide all material testing services, landscaping services, and geotechnical services associated with the Project.

The Consultant will provide project management and documentation to verify that the quality and workmanship by the contractor on the Project conforms to the contract specifications. The Consultant will be responsible to inform the contractor of any non-conformances observed, and verify corrective actions made by the contractor. All proposed field changes or project alterations to the plans or specifications shall be approved by the City prior to implementation.

The Consultant's observation services will conform to procedures described in the Washington State Department of Transportation (WSDOT) 2002 Construction Manual, except as described herein. The Consultant will use the WSDOT Local Agency Guidelines (LAG) manual for administration of the Project.

A. GENERAL CONSTRUCTION ADMINISTRATION ACTIVITIES

Consultant will perform the services listed below:

1. Assist the City at the pre-construction conference. The Consultant will schedule the meeting, prepare the agenda, answer questions concerning the plans or specifications, federal or state provisions, Equal Employment Opportunity (EEO), and Disadvantaged Business Enterprise (DBE) requirements. The City shall address all owner-related questions.

2. Perform contractor and subcontractor reviews.

3. Review the Erosion/Pollution Control Plan.

4. Review Certified Payrolls.

5. Review contractor's construction schedule and updates to the schedule.

6. Review contractor's shop drawings for compliance with the contract documents.

7. Clarify and interpret the contract drawings and specifications. This includes answering questions and responding to the contractor's Requests for Information (RFI's). Assume ten RFI's may be needed.

8. Evaluate proposals for substitutions of materials and procedures as submitted by the contractor. Assume three substitution requests may be needed.

9. Review and make recommendations for design changes and construction change orders. This may include review of contractor's proposed design revisions. Prepare change orders for City approval. Assume five change orders may be needed.

10. Review claims, disputes, and other matters concerning the acceptability of the work and changes in the contract price and time for completion. Make initial technical evaluation of claims associated with construction of the 10th Avenue South Culvert Replacement/Intersection Improvement Project and assist the City in resolving claims and disputes. (NOTE: Technical services for resolution of claims that cannot be resolved by the change order process shall be considered extra work.) Assume two dispute resolutions may be needed.

11. Review, document, and verify that all materials used on the Project are on the WSDOT Qualified Product List (QPL) or that a Request for Approval of Materials (RAM) has been submitted. The Consultant will maintain a record or database of all materials used on the Project including quantities and basis of acceptance. The Consultant is responsible for verifying that all materials meet acceptance requirements of the WSDOT Construction Manual prior to the installation of material. Assume 25 contractor submittals.

12. Attend one weekly meeting each week on site and prepare and submit minutes of the meetings to the City. Assume ten meetings will be attended and hosted by the resident engineer and eight meetings will be attended by the project engineer.

13. Submit all records, documents, reports, and materials pertaining to the construction administration of the Project, to the City upon completion of this contract.

B. SPECIFIC CONSTRUCTION ADMINISTRATION ACTIVITIES

The scope and associated budget estimate assumes that the Consultant will be on site full-time for 75 working days.

1. The Consultant will observe the work listed below:

   a. Traffic Control/Detour Signage:

      (1) Daily observation of traffic control/detour signage.
      (2) Observe site security.

   b. Clearing and Grubbing:

      (1) Examine staking limits for general conformance with the drawings and specifications.

      (2) Observe clearing and grubbing regarding removal of organic material above subgrade areas for general conformance with the drawings and the specifications.

   c. Temporary Erosion and Siltation Control:

      (1) Periodically examine the facilities and devices.

      (2) As conditions warrant, make recommendations to the contractor regarding changes or maintenance measures necessary to keep the facilities and devices viable and effective.

      (3) Review Spill Prevention and Temporary Erosion Control Plan.

   d. Removal of Structures and Obstructions:

      Observe site preparation for conformance with the drawings and specifications.

e. Structure Excavation

(1) Observe construction staking for general conformance of alignment and grade with the drawings and specifications.

(2) Observe earthwork operations for conformance with the drawings and specifications.

(3) Review contractor submittal for shoring design.

f. Subgrade Preparation:

(1) Observe construction for conformance to dimension, elevations, and grades as required by the drawings and specifications.

(2) Observe subgrade for suitability of construction.

g. Embankments:

(1) Observe construction staking for general conformance of alignment and grade with those specified in the drawings and specifications.

(2) Monitor quantity (through collection of truck tickets) and placement of materials and construction of base courses for conformance with the drawings and specifications.

(3) Maintain a record of truckload tickets for comparison with plan quantities.

(4) Measure backfill compaction.

h. Culvert Replacement:

(1) Observe creek diversion installation.

(2) Observe preparation of subgrade for installation of two box culverts for conformance with the drawings and specifications.

(3) Observe installation of box culverts, wing walls, and footings for each culvert for conformance with the drawings and specifications.

(4) Observe backfill for each culvert for conformance with the drawings and specifications.

(5) Observe excavation and shoring.

i. Asphalt Concrete Paving:

(1) Observe construction staking for general conformance of alignment and grade with the drawings and specifications.

(2) Review the contractor's paving plan.

(3) Observe preparation of subgrade to receive asphalt pavement.

(4) Observe application of tack coat and monitor tack coat quantities.

(5) Observe and monitor placement and compaction of asphalt concrete for general conformance with the plans and specifications.

(6) Examine the pavement surface for correct cross-slope and surface smoothness.

(7) Maintain a record of truckload tickets for comparison with plan quantities.

(8) Field measure existing channelization that will be removed prior to installation of pavement overlay. Provide contractor direction for restoration of the channelization.

(9) Measure compaction and test asphalt material.

j. Utilities:

(1) Examine construction stakes for alignment and grade to conform to the drawings.

(2) Observe trench excavation for general conformance with the drawings.

(3) Examine trench bottoms, bedding, pipe materials, and structures for general conformance with the specifications.

(4) Examine connections to existing structures.

(5) Observe installation of pipe segments and catch basins.

(6) Observe placement and compaction of bedding backfill.

(7) Record excavation and backfill quantities.

(8) Observe and record construction activities related to the construction of the drainage system.

(9) Each utility company shall be responsible for observation, safety, and supervising it's own element of work. The Consultant will coordinate project activities with each utility.

k. Landscaping:

(1) Review planting list for conformance with the drawings and specifications.

(2) Observe planting layout for general conformance of alignment and grade with the drawings and specifications.

2. Independent Survey Verification:

When directed by the City, the Consultant will perform survey verification of the contractor's survey. Assume one verification visit to the site.

3. Utility Coordination:

The Consultant will document all discussions with utility agencies.

4. Reports:

a. Record contract working days consumed and remaining.

b. Compare construction pay quantities based upon field measurement with contractor's pay estimates.

c. Record weekly construction-meeting minutes, including a progress update.

d. Maintain a log of change orders, RFI's, and force account work.

e. Prepare monthly pay estimates for approval by the City for payment.

f. Record communications with contractor, Owner, other consultants, project visitors, inspection agencies, and the public.

g. Prepare daily field reports (when on site).

h. Maintain project file system.

i. Maintain photo record of Project.

C. PROJECT ADMINISTRATION

1. The Consultant will prepare the Monthly Progress Reports, Invoices, and Budget Review as described below:

   The Consultant will prepare a monthly progress report, in a form approved by the City. The report will outline, in written and spreadsheet form, the budget status, elements of work completed, and the various phases and the order in which the work was performed. The report will be of sufficient detail that the progress of the work can easily be evaluated.

   Monthly invoices will be prepared according to a City approved format.

   Invoices and progress reports will be submitted to the City monthly.

   The Consultant will monitor the project budget throughout the course of the Project. Upon request from the City, the Consultant will provide a statement of the budget status, that includes the current budget expenditures and projected expenditures to complete the Project. This task is intended to help monitor costs, budgets, items of work completed, and to propose corrective actions. The City will be advised when the contract is 25%, 50% and 75% expended and the need for any potential budget increases or decreases.

At the completion of the Project, the City shall determine the need for a construction record survey. If authorized, a construction record survey and preparation of drawings will be prepared as a supplement to this contract.

clw\25st\02\003_10th Ave Culvert\contract\constadm scope 032803.doc\mjc

10th Ave. S. Culvert Replacement/Intersection Improvement
Construction Observation
City of Des Moines
Project No. 25-02-003 10th Culvert
REID MIDDLETON, INC. **MAN-HOUR AND FEE ESTIMATE**

EXHIBIT B

Prepared by: MJC Checked by: MJW /CLW Based on Scope of Work dated: March 28, 2003 File No.: 25ST/02/003 10th Ave Culvert/contract/RM draft construc fee3-24-03.xls

Task	DESCRIPTION	Project Engineer Creeden	Resident Engineer Young	Survey Manager Franklin	Engineer Rachel P	Senior Survey Tech Al Price	Senior Tech. Robin F	Tech. Support	Clerical Rhonda	Project Admin Carrie	Survey Crew, 2-person	Total Hours	Total Cost
A	**General Construction Admin**												
1	Pre-construction Conference	4.00	5.00						0.50			9.50	277.57
2	Contractor/Subcontractor/Agent Review	2.00	2.00									4.00	121.40
3	Review Erosion/Pollution Control Plan	2.00	2.00									4.00	121.40
4	Review Certified Payrolls		11.00									11.00	297.00
5	Construction schedule review	2.00	4.00									6.00	175.40
6	Contractor shop drawing review	4.00	4.00		16.00							24.00	607.12
7	Respond to Contractor RFI's (10 RFI's)	2.00	8.00				5.00					15.00	389.50
8	Substitution of mtrls request review (Assume 3)	1.00	3.00									4.00	114.70
9	Change order review (Assume 5 change orders)	5.00	5.00		5.00		5.00					20.00	523.45
10	Claim and dispute review (Assume 2 resolutions)	2.00	2.00									4.00	121.40
11	Rvw Contractor Mtrl Submittals (QPLs & RAMs)	1.00	12.00		8.00							21.00	539.86
12	Weekly meetings (8 mtgs for PE)	30.00										30.00	1,011.00
13	Final project close-out review	4.00	4.00		4.00							12.00	333.88
B	**Specific Construction Admin**												
1	Daily observation services (75 Days)		750.00									750.00	20,250.00
2	Independent Survey Verification			2.00		4.00					10.00	16.00	633.66
3	Utility Coordination	1.00	3.00		4.00							8.00	205.78
4	Reports	5.00	27.00		20.00							52.00	1,352.90
C	**Project Management**	16.00	4.00		8.00				5.00	6.00		39.00	1,025.03
	Total Hours	81.00	846.00	2.00	65.00	4.00	10.00	0.00	5.50	6.00	10.00	1,029.50	28,101.05
	Direct Salary Cost (DSC)*	33.70	27.00	41.66	22.77	25.46	21.22	24.96	15.53	19.67	44.85		
	Labor Cost (hours x DSC)	2,729.70	22,842.00	83.32	1,480.05	101.84	212.20	0.00	85.42	118.02	448.50		28,101.05
	Percentage relative to total man-hours	7.9%	82.2%	0.2%	6.3%	0.4%	1.0%	0.0%	0.5%	0.6%	1.0%		

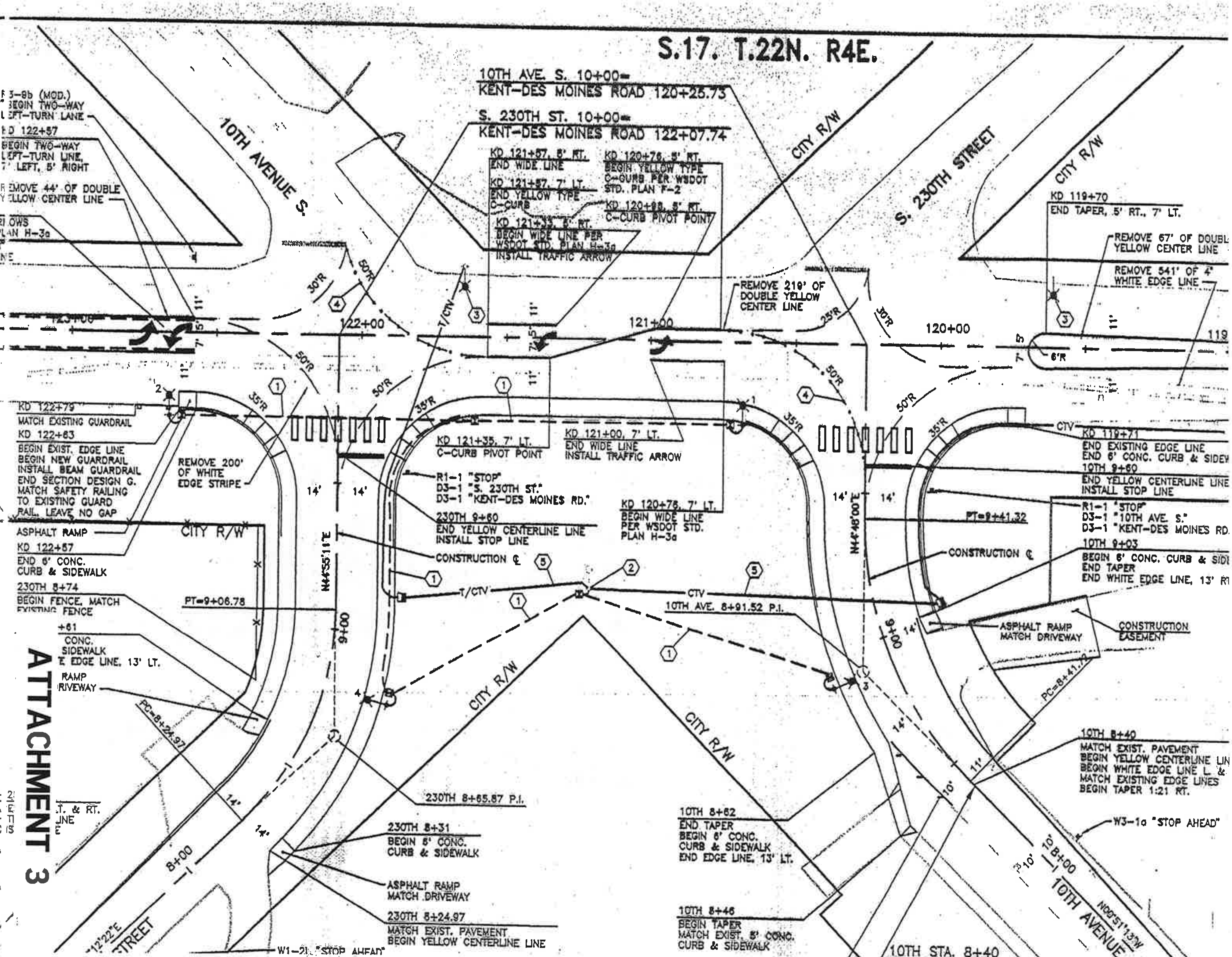
	Reimbursables	
100 trips @ 80 miles/round trip x $0.36/mile	Mileage	2,880.00
1 trips @ 80 miles/round trip x $0.36/mile	Survey Mileage	28.80
	Photos	300.00
	Total	3,208.80

Subconsultants	
Mayes Testing Engineers	7,750.00
Worthey & Assoc	1,000.00
Shannon & Wilson Geotech	1,500.00
Total	10,250.00

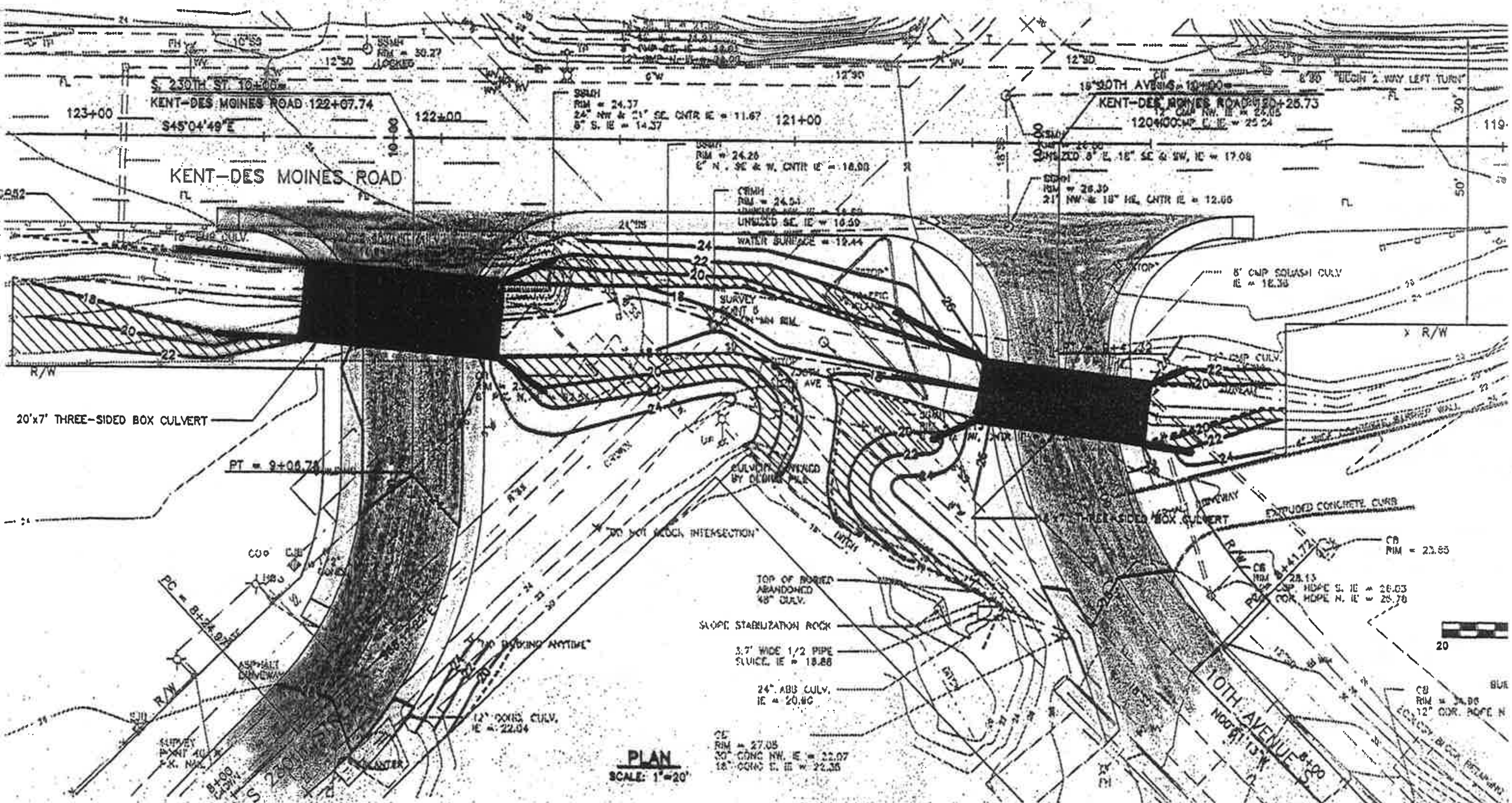
Total DSC	28,101.05
Overhead 1.82 * DSC	51,144.00
Fixed Fee 0.30 * DSC	8,430.00
Total Labor	87,675.05
Reimbursables	3,208.80
Subconsultants	10,250.00
TOTAL COST	101,133.85

*Includes a 3.5% salary escalation

Hours and rates shown are for estimating purposes only. The actual number of hours charged to the project and personnel used may vary. Hours worked will be billed using the direct salary cost of the personnel at the time the work is performed.



ATTACHMENT 3



PLAN
SCALE: 1"=20'

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	SWM-07
CATEGORY	Surface Water Management	PROJECT STATUS:	
		Preliminary Estimate	
PROJECT	10th Avenue S. Culvert Replacement and Intersection Improvement Project	Plans in Preparation	
		P.S.E. Complete	X
LOCATION	10th Avenue S. / Kent-Des Moines Road		

DESCRIPTION: Replacement of the existing culvert at 10th Avenue S with two concrete box culverts and realignment of existing intersection.

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL	FY03	FY04	FY05	FY06	FY07	FY08
DESIGN/ENG	5,000	5,000					
IMPROVEMENTS	620,000	620,000					
INSPECTION	90,000	90,000					
CONTINGENCY	108,000	108,000					
SALES TAX							
TOTAL	823,000	823,000					

FUNDING SOURCE	TOTAL	FY03	FY04	FY05	FY06	FY07	FY08
SWM CIP (451)	680,450	680,450					
Arterial Streets	142,550	142,550					
TOTAL	823,000	823,000					

OPERATING COSTS	TOTAL	FY03	FY04	FY05	FY06	FY07	FY08
PERSONNEL			2,500	1,500	1,500	1,500	1,500
SUPPLIES			1,000	500	500	500	500
UTILITIES							
CAPITAL							
EQUIPMENT			1,000	500	500	500	500
TOTAL			4,500	2,500	2,500	2,500	2,500

ATTACHMENT 4

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

PROJECT NO. SWM-07

CATEGORY Surface Water Management

PROJECT STATUS:
Preliminary Estimate
Plans in Preparation
P.S.E. Complete X

PROJECT 10th Avenue South Culvert Replacement and Intersection Improvement Project

LOCATION 10th Avenue South/Kent Des Moines Rd

EXPENDITURE SUMMARY

Expenditures	1997-2001 Actual	2002 Estimate	2003 Request	2004-2008 Request		Total
Design	$109,659	$22,169	$5,000			$136,828
Land	$177,427					$177,427
Improvements	$20,347		$620,000	$0		$640,347
Inspection	$15,615		$90,000			$105,615
Sales Tax						$0
Contingency/Misc.	$1,460		$108,000	$0		$109,460
Total	$324,508	$22,169	$823,000	$0		$1,169,677

Revenue	1997-2001 Actual	2002 Estimate	2003 Request	2004-2008 Request		Total
SWM CIP	$262,266	$22,169	$680,450	$0		$964,885
Arterial Streets	$62,242		$142,550			$204,792
Total	$324,508	$22,169	$823,000	$0		$1,169,677

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

CATEGORY Surface Water Management

PROJECT 10th Avenue South Culvert Replacement and Intersection Improvement Project

LOCATION 10th Avenue S./ Kent-Des Moines Road

PROJECT NO. SWM-07
PROJECT STATUS:
Preliminary Estimate
Plans in Preparation
P.S.E. Complete X

JUSTIFICATION:

This project was delayed due to the collection of high bids last year. The bids have been analyzed and the bid schedule will be changed to add more clarity to the prospective contractors. The cost estimate has also been increased for several bid items upon

This project is for the replacement of the existing culvert for Massey Creek under 10th Avenue S., with two 16-foot wide by 5-foot high arch culverts (bridges). The existing culvert can not convey the peak flows, which results in major flooding. This improvement was identified in the Lower Massey Creek Study.

This project will be done in conjunction with the Transportation Improvement Plan's proposal for realigning the existing intersection into two separate intersections (see Arterial Streets CIP - Kent Des Moines Road). The new street improvements will include approximately 800 feet of curb, gutter and sidewalk, new road approaches and street lighting. This revision is needed to improve traffic and pedestrian safety at this awkward six-legged intersection.

By separating the intersection, the existing culvert section can be removed and enhanced as an open-stream. Stream banks within this section will be stabilized using natural bio-engineered methods (where practicable) and will include fish habitat components such as logs, stumps or boulders. All existing utilities within the area between the proposed culverts will be relocated into the new street areas so as not to conflict with function or appearance of the stream. The culverts will be designed in accordance to the State Hydraulic Code Rules.

SCOPE OF WORK:

The project involves the excavation of the existing roadway (S 230th and 10th Ave) and relocation of utilities, demolition of existing culvert and restore the area between intersections as open-stream, constructing two concrete box culverts 16-foot x 6-foot and 20-foot by 5-foot below the intersections along with culvert headwalls and wingwalls. The culverts will be built upon cast in-place concrete footings. The intersections will be reconstructed with new street lighting, sidewalks, curbs and gutter, handrailing, and street markings. Stream work includes reshaping of 350 feet of stream including boulder clusters, tree rootwads, stream cobbles, and revegetation with a variety of trees, shrubs and ground cover.

PRELIMINARY
SPECIAL MEETING DES MOINES CITY COUNCIL

MINUTES March 27, 2003

The special meeting was called to order at 7:04 p.m. by Mayor Steenrod in the City Hall Conference Room, 21630 11th Avenue South, Suite A.

ROLL CALL - Present: Mayor Maggie Steenrod, Mayor Pro Tem Richard Benjamin, Councilmembers Gary Petersen, Bob Sheckler, Scott Thomasson and Susan White. Also present were City Manager Tony Piasecki, Assistant City Manager Corbitt Loch, City Attorney Linda Marousek, Assistant City Attorney Richard Brown and Community Development Director Judith Kilgore.

Mayor Steenrod announced that the Council would hold an Executive Session for approximately thirty minutes to discuss with legal counsel representing the City litigation or potential litigation to which the City was or was likely to become a party and about which public knowledge regarding the discussion was likely to result in an adverse legal or financial consequence to the City.

No formal action was taken.

ADJOURNMENT

The special meeting adjourned at 7:30 p.m.

Respectfully submitted,

Linda A. Marousek
City Attorney

PRELIMINARY
REGULAR MEETING DES MOINES CITY COUNCIL

MINUTES March 27, 2003

The regular meeting of the Des Moines City Council was called to order at 7:33 p.m. by Mayor Steenrod in the Council Chambers, 21630 11th Avenue South, Suite B.

PLEDGE OF ALLEGIANCE to the Flag was led by Councilmember White.

INVOCATION was led by Father Bryan Hersey of St. Philomena Catholic Church.

ROLL CALL - Present: Mayor Maggie Steenrod, Mayor Pro Tem Richard Benjamin, Councilmembers Gary Petersen, Bob Sheckler, Scott Thomasson, and Susan White. Also present were City Manager Tony Piasecki, Assistant City Manager Corbitt Loch, City Attorney Linda Marousek, Community Development Director Judith Kilgore, Public Works Director Tim Heydon, Park and Recreation Director Patrice Thorell, Assistant City Engineer Maiya Andrews, and Deputy City Clerk Angela Chaufty.

COMMENTS FROM THE PUBLIC

Leslie Perry, 22001 9th Avenue South

As principal of Des Moines Elementary School, Ms. Perry urged Council to support the school replacement levy. Ms. Perry said that the following cuts were anticipated should the levy fail:

- Reading club for 1st through 3rd graders,
- Lunch math program,
- 17 Staff positions from the elementary schools,
- 105 coaching positions from the high schools,
- One hour of education instruction per day, and
- No facility usage for after-school programs and meetings.

Ms. Perry said that the effects of these cuts would be long lasting and devastating.

Brett Fish, 801 SW 168th, Normandy Park

Mr. Fish encouraged Council and the public to attend the Department of Ecology's public hearing regarding the Port of Seattle's new five-year 402 NPDES Permit. The hearing was scheduled for March 31, 2003 at 7:30 p.m. at the Criminal Justice Training Center. A workshop concerning the issues would be conducted at 4:00 p.m. Mr. Fish explained that the Port of Seattle was asking for permission to have their industrial waste be subject to the general permitting process. Mr. Fish stressed the need for end of pipe testing as once the water became mixed with other sources, the source of the pollutants could not be determined. Mr. Fish noted that the Department of Ecology would accept written comments regarding the permit until April 15, 2003.

Gene White, 28742 Redondo Beach Drive

Mr. White encouraged Council and the public to view the Public Disclosure Commission tape to see how local government could be influenced and purchased.

Bob Pond, 23116 30th Avenue South

Mr. Pond voiced concern regarding the reopening of the Kings Arm Motel. He informed Council that in a nine month period, the Police had responded to 240 calls related to the motel. Mr. Pond said that he did not know if the proposed ordinance would solve the problem. On behalf of the eighty signers of a petition previously presented to Council, Mr. Pond asked council for help.

Mayor Steenrod explained that Council's actions were intended to regulate an industry rather than a particular business.

Mysty Beal, 22628 16th Avenue South

Ms. Beal stated that she was seeking Council's endorsement of the school levy. She said that her children currently participate in the City of Des Moines Before and After School Program conducted at their school. It gave her great peace of mind to be able to have her children remain at one place until they were picked up. If the levy failed, Ms. Beal said that the Before and After School Program would no longer be held at the school and program revenues would be affected. In closing, she said that the levy was an indicator of a community's commitment to its schools and children.

Sheila Wicklund, 1035 south 224th

Ms. Wicklund informed Council that she has two children enrolled in Des Moines Elementary School. She voiced concern that failure of the upcoming school levy would result in a lack of outdoor lighting and gym space for sporting events and practices. She asked Council to support the levy.

Valerie Constantino, 1141 Apple Lane

Ms. Constantino urged Council to support the Highline School District levy. She stated that Des Moines had many long-time residents who created connections. Ms. Constantino said Des Moines Elementary was part of the heart of the City. By supporting the levy, Council would be showing support for children. If the levy failed, Ms. Constantino said that fine teachers would be lost to other school districts, class sizes would be increased, the music program would be cut, and after school meetings would be jeopardized.

Gary Ohrt, 1855 South 216th

Mr. Ohrt addressed Council regarding the proposed traffic impact fees. He said that the proposed fees were extremely high and would discourage development. He encouraged Council to study the fees further and compare them to other city's fee schedules.

Marie Rosenberg, 22222 Dock Avenue South, #1-C

Ms. Rosenberg informed Council that she had received a letter from Representatives Shay Schual-Berke and Dave Upthegrove. She quoted the letter stating that the lawsuits against the construction of the third runway have paid off and the permits the Port has obtained for the project cannot be used. Ms. Rosenberg said that the Port of Seattle was now petitioning the legislature to bypass the rules. In regard to the dry stack storage project, Ms. Rosenberg said that she was amazed that the City had purchased bonds without a plan in place. She felt that the placement of the dry stack storage facility was inappropriate as it was within a multi-family area. Ms. Rosenberg listed the various permits that were required for the project and said that she had seen no indication that the City was complying with the permit requirements. Ms. Rosenberg informed Council that she had visited three dry stack storage facilities. She encouraged Council to visit the facility at the north end of Lake Union.

As Ms. Rosenberg's time expired, Mayor Steenrod asked her to submit any further comments in writing to the City Manager.

BOARD & COMMITTEE REPORTS

Highline School District 401 Levy

Councilmember Sheckler voiced his support for the levy issue.

Agenda Revision

Referencing the addition of an invocation to the agenda, Councilmember Sheckler requested that, in the future, Mayor Steenrod contact Councilmembers prior to the meeting to inform them of agenda revisions.

Department of Ecology's Port of Seattle NPDES Permit Public Hearing

Councilmember Thomasson recommended that Council send an official delegate for the City to comment during the NPDES permit hearing. He also encouraged Mayor Steenrod to attend the hearing.

MOTION was made by Councilmember Thomasson, seconded by Mayor Steenrod and passed unanimously to appoint Councilmember Sheckler as a designated speaker on behalf of the City of Des Moines for the NPDES permit hearing.

2003 Waterland Festival

Councilmember Thomasson asked the City Manager to provide a report regarding the current status of the 2003 Waterland Festival discussions during his Administration Report.

Mount Rainier Pool

Mayor Pro Tem Benjamin asked City Manager Piasecki to inform Council of the status of the Mount Rainier Pool during his Administration Report.

Chamber of Commerce

Mayor Pro Tem Benjamin said that the Chamber of Commerce had been attacked by a vocal minority. Cancellation of the 2003 festival would be due to politics rather than for a valid reason. Mayor Pro Tem Benjamin encouraged Council to keep the issues focused on the subject matter rather than on politics.

Pacific Ridge Article

Councilmember Petersen read a paragraph from an article regarding the condition of businesses in the Pacific Ridge area. As a businessman, he said that he has done his best to make his business presentable to others. Councilmember Petersen said that the letter did not fairly represent the good businesses on Pacific Highway South.

Highline School District 401 Levy

Councilmember White voiced her support for the levy issue.

Public Disclosure Commission (PDC) Facts and Findings

Councilmember White read the PDC's stipulation of facts, violations and penalty in the matter of enforcement action against Don Wasson (Attachment A).

When Councilmember White read Page 3, Line 1 of the report, Mayor Pro Tem Benjamin called for a point of order and said that there had been a ruling by the PDC stating that there had been no charges against other Councilmembers.

Mayor Steenrod called for order and said that she would allow Councilmember White to continue reading the PDC's report.

Councilmember White resumed reading the stipulations of facts, violations and penalty. Upon completion of the reading, Councilmember White said that she believed the community deserved to know the findings of fact and the results of the investigation.

Mayor Pro Tem Benjamin said that he believed it was a "cheap shot" and that he believed that the community needed to hear of Councilmember White's connections with the political action committee.

Mayor Steenrod called for order.

Mayor Pro Tem Benjamin and Councilmember Sheckler continued a dialogue.

At 8:20 p.m., when order was not restored, Mayor Steenrod called for a ten-minute break.

PRESIDING OFFICER'S REPORT

Finance and Economic Development Committee

Mayor Steenrod reported that the committee would be identifying their top priorities to staff. A presentation to Council would be scheduled for mid-April.

Municipal Facilities Committee

Mayor Steenrod appointed Councilmember Sheckler to the Municipal Facilities Committee.

Upon Mayor Steenrod's request, Park and Recreation Director Thorell informed Council that the Des Moines Activity Center would be open for full operation on April 1, 2003. She invited everyone to attend the facility's dedication luncheon on April 17, 2003 at 11:30 a.m. Volunteers, donors, and workers would be recognized during the event.

Mayor Steenrod thanked the Masonic Lodge for providing space for senior programs while the Senior Center was unavailable.

Councilmember Thomasson noted that the 10-Year Anniversary for the Big Catch Plaza was approaching. He questioned whether a celebration was planned.

Public Disclosure Commission Recommendations

Upon Mayor Steenrod's request, City Attorney Marousek summarized the following results of the PDC hearing:

- Mayor Steenrod – Charges dismissed.
- Mayor Pro Tem Benjamin and Councilmember Petersen – PDC staff recommended dismissal of the charges but the Commission has put them on hold.
- Mike Foote – One charge involving the 2001 election process was dismissed.
- Joseph Coomer – Charges forwarded to the Attorney General's office.
- Hank Hopkins – Charges forwarded to the Attorney General's office.

Councilmember Sheckler noted that Wescot Corporation had been fined $43,000 for their actions during the 1999 election year. The charges against them concerning the 2001 election have been referred to the Attorney General's office.

ADMINISTRATION REPORTS

2003 Waterland Festival

City Manager Piasecki informed Council that no formal request to conduct the 2003 Waterland Festival has been received yet but informal discussions have begun.

Mount Rainier Pool

City Manager Piasecki announced that Puget Sound Energy had donated $2,000 to the pool fund. Private citizens and groups have donated $33,283 toward the effort. He informed Council that Northwest Center has offered to take title of the pool if the surrounding cities are willing to assist with the funding of it. King County has agreed to transfer title but the Highline School District has voiced concerned regarding the potential impacts to them if Northwest Center is unable to obtain adequate financial backing. The school district has requested that an escrow fund be established for improvements to the pool or for the demolition of the pool. It is anticipated that the County will pass a "placeholder ordinance" contingent upon an acceptable deal being worked out between the parties. Council will review the issue within the next few weeks.

10th Avenue Culvert Bids

City Manager Piasecki reported that several bids lower than the engineer's estimate had been received for the 10th Avenue Culvert project. Staff will conduct a formal review of the bids and submit their recommendation to Council for approval.

Status of the Bill Regarding Port of Seattle Fill

City Manager Piasecki reported that the bill regarding Port of Seattle's fill testing process for the third runway had died in the House Rules Committee. Since the bill passed in the Senate however, it would now move to the Agriculture and Environmental Committee in the House. A hearing for the bill was scheduled for April 1, 2003 at 10:00 a.m. in Hearing Room B.

Dry Stack Storage Request for Qualifications

City Manager Piasecki announced that a request for qualifications for engineering and design of the dry stack storage facility had been advertised. He confirmed that the project would be properly permitted. Current cost estimates were based upon consultant and engineer estimates.

Mayor Steenrod noted that the remodel of the Senior Activity Center had also been properly permitted.

CONSENT CALENDAR was read by Deputy City Clerk Chaufty

1. Motion is to approve the regular meeting minutes of March 6, and the special and regular meeting minutes of March 13, 2003.
2. Findings: Vouchers 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.

Motion: As of this date the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers included in the above list and further described as follows:

Claim checks #84548 through #84687 & electronic fund transfers in the total amount of $560,441.17

Payroll fund transfers in the total amount of $327,958.04

3. Draft Ordinance No. 03-070 ***[Assigned Ord. No. 1319]*** - Title: An Ordinance of the City of Des Moines, Washington, relating to boards and committees; establishing a lodging tax advisory committee; providing for appointment, membership, and scope of duties of the committee; and codifying this ordinance as a new chapter 4.52 DMMC.

MOTION is to approve Draft Ordinance No. 03-070 on 2nd reading.

4. Draft Ordinance No. 01-192 ***[Assigned Ord. No. 1320]*** - Title: An Ordinance of the City of Des Moines, Washington, providing for the licensing of overnight lodgings in order to ensure the safety of citizens, providing for severability, establishing an effective date, and adding a new chapter to Title 5 of the Des Moines Municipal Code.

MOTION is to approve Draft Ordinance No. 01-192 on 2nd reading.

5. Draft Resolution No. 02-237 ***[Assigned Res. No. 949]*** - Title: A Resolution of the City Council of the City of Des Moines, Washington, amending Rule 12 of the Des Moines City Council Rules of procedure for City Council meetings to add a specific identification action item section to the City Council minutes, and amending Rule 12 of section 1 of Resolution No. 525.

MOTION is to approve Draft Resolution No. 02-237.

6. Motion is to approve the surplus and disposal of the house, structures, and personal property located at 2458 South 220th Street in Des Moines which were purchased as part of the Pacific Highway South Redevelopment Project.

~~7. Motion is to confirm the City Manager's appointment of the firm of Driscoll & Hunter as the Hearing Examiner for the City of Des Moines for a one year term beginning March 1, 2003, and to ratify and confirm any acts consistent with the authority granted by this appointment which occurred prior to the date of this confirmation.~~

~~8. Motion is to approve the lease agreement with Classic Yachts, Inc., with the modifications as shown and authorize the City Manager to sign the lease substantially in the form as submitted.~~

9. Motion is to authorize the City Manager to sign the 2003 LHWMP contract No. D32773D between the City and the Seattle-King County Department of Public Health.
10. Motion is to authorize the City Manager to sign the contract with Reid-Middleton for professional engineering services relating to the Redondo Boat Launch. The contract shall be in the amount of $39,000 and shall be in a form as approved by the City Attorney.

~~11. Motion is to enter into the supplemental agreement for professional engineering design services and for construction management for the Pacific Highway South Project with CH2M Hill for an additional $1,922,249, plus authorize the City Manager or his designee to approve change orders up to an amount of 10%, and further to authorize the City Manager to sign the contract substantially in the form as submitted.~~

12. Motion is to award the contract for professional engineering design services for the 2003 Arterial Maintenance Program to KPG in the amount of $36,872, and authorize the City Manager or his designee to approve change orders up to an amount of 10%, and further to authorize the City Manager to sign said contract, substantially in the form as submitted.

~~13. Motion is to confirm Mayor Steenrod's appointment to the Planning Agency of Donald Rieeks to a vacant four year term, to expire on December 31, 2006.~~

Councilmember Sheckler removed Item No. 13. In regard to Item No. 1, he asked that the following wording be added to Page 10 of the regular meeting minutes of March 13, 2003:

> "After clarification of the intent of the motion, Councilmember Sheckler stated that he would like to change his vote to "Yes"."

Item Nos. 7 and 8 were removed by Councilmember Thomasson.

Mayor Steenrod removed Item No. 11. She recused herself from voting on Item No. 6.

MOTION was made by Councilmember White, seconded by Councilmember Sheckler, and passed unanimously to approve the consent calendar as amended.

REMOVED CONSENT CALENDAR ITEMS

Confirmation of Hearing Examiner Appointment

Councilmember Thomasson questioned how the issue of "pro tem" would be handled as the proposed agreement for hearing examiner services was with a firm rather than with an individual.

City Attorney Marousek explained that the firm would provide available staff to perform the duties. In order to address Councilmember Thomasson's concern, she recommended that Council appoint Mr. Hunter as the primary hearing examiner and Mr. Driscoll and Ms. Drevecky and Dykema as deputy hearing examiners.

MOTION was made by Councilmember Thomasson, seconded by Councilmember Sheckler and passed unanimously to confirm the City Manager's appointment of Theodore P. Hunter as hearing examiner and James Driscoll, LeAnna Drevecky and Ms. Dykema as deputy hearing examiners.

Modification of Lease Agreement with Classic Yachts

Since the City was in the process of implementing the Marina Master Plan, Councilmember Thomasson asked that staff negotiate contract language that would not prevent them from reconfiguring the marina.

Mayor Steenrod agreed that the flexibility of the city should be protected.

Harbormaster Dusenbury referred council to Section 3 of the proposed agreement. He noted that no major work was planned for Docks L and M.

Mayor Steenrod directed staff to revise the agreement and bring it back to Council.

Contract for Engineering Services on the Pacific Highway South Project

In response to Mayor Steenrod's questioning regarding the requested contingency amount, Assistant City Engineer Andrews explained that the agreement was for construction management of the project. She said the City needed to be able to react quickly to changing conditions once construction began. Council had approved $1,299,500 with a ten percent contingency for the design portion of the project on October 8, 1999. The first supplement to the contract was approved last year.

Councilmember Thomasson explained that, in keeping with State law, the proposed agreement was basically an hourly contract for professional engineering services based on a specific number of estimated hours. Councilmember Thomasson stated that he did not like the ballooning of the contingency funds for the project. He said that some design issues could be covered under the prior contracts.

MOTION was made by Councilmember Thomasson and seconded by Councilmember Sheckler to enter into the supplemental agreement for professional engineering design services and for construction management for the Pacific Highway South Project with CH2M Hill for an additional $1,922,249, bringing the total to $3,547,178, plus authorize the City Manager or his designee to approve change orders up to a maximum amount of $150,000, and further to authorize the City Manager to sign said contract, substantially in the form as submitted. The previous authorization for contingency funds would be superceded.

Upon questioning, Assistant City Engineer Andrews noted that approximately $5,000,000 of the $18,000,000 project had been spent. She noted that the funding for the project included a $5,000,000 Public Works Trust Fund loan.

Public Works Director Heydon said that Council had previously approved the loan. He did not anticipate needing the full $5,000,000 but staff would not know for sure until the project was in progress. Staff hoped to advertise for construction bids within a few weeks.

City Manager Piasecki anticipated the bid being presented to Council for approval by early June.

Regarding measures to minimize business impacts during construction, Assistant City Engineer Andrews explained that driveways will be kept clear, "business open" signs will be posted, significant construction will be done during off-hours, weekly meetings will include the submittal of the next two weeks' construction schedule, and construction schedules will be posted on the City website.

Mayor Steenrod and Councilmember Petersen recused themselves from the subject.

VOTE ON MOTION: Motion passed unanimously.

At 9:34 p.m., Mayor Steenrod declared a six minute break.

Mayor's Appointment to Vacancy on Des Moines Planning Agency

Councilmember Sheckler reviewed Mr. Riecks' responses listed on his application for the Planning Agency. He asked Mr. Riecks to explain why he had applied for the position and what his qualifications were.

Mr. Riecks informed Council that Mayor Steenrod had asked him to apply for the position. He stated that he has been active in the North Hill Community Club for several years. Mr. Riecks said that he had provided a listing of his qualifications to Council.

Mayor Steenrod said that she did not know the three people who were eligible for re-appointment to the Planning Agency and that she was uncomfortable appointing people she did not know. She also noted that Council was currently considering changing the duties of the agency. Mayor Steenrod said that Mr. Riecks worked well with others, was studious, provided thoughtful, measured responses, and had some previous planning experience. Since the list of Mr. Rieck's qualifications had just been distributed to Council, she suggested that the issue be continued to the next meeting.

City Attorney Marousek informed Council that the Zenith Market Project has been waiting for a hearing before the Planning Agency since July 2002.

As the previous members of the Planning Agency had already completed extensive training, Councilmember Thomasson suggested that they plus one new member be appointed to the Agency.

Councilmember Sheckler voiced agreement with Councilmember Thomasson's recommendation.

Community Development Director Kilgore informed Council that Sven Kalve, Kristi Drebick Brown, and John Colvard were eligible for reappointment.

City Manager Piasecki confirmed that the four vacant terms would expire December 31, 2006.

MOTION was made by Councilmember Thomasson, seconded by Councilmember Sheckler and passed unanimously to confirm Mayor Steenrod's appointment to the Planning Agency of Donald Riecks, Sven Kalve, Kristi Drebrick Brown, and John Colvard to the four vacant four year terms to expire December 31, 2006.

NEW BUSINESS

Vacant Council Position - Appointment Process

Mayor Steenrod distributed a draft application form to Council.

Council discussed process and schedule recommendations.

At 10:27 p.m., **MOTION** was made by Councilmember Sheckler, seconded by Councilmember Thomasson, and passed unanimously to extend the meeting by ten minutes.

At 10:39 p.m., **MOTION** was made by Councilmember Sheckler, seconded by Mayor Steenrod, and passed unanimously to extend the meeting by five minutes.

Mayor Steenrod summarized the following process discussed by Council:

Advertisement of Vacancy – Publish twice.

- Seattle Times
- Tacoma News Tribune
- King County Journal
- Des Moines News
- Web Site

- Local Government Access Channel (Channel 21)
- Official Posting Locations

Required Application Paperwork
- Application form (approved by Council as submitted)
- Resume outlining work experience and community service
- PDC form

Application Submittal Deadline – April 25, 2003, 2:00 p.m.

Submittal Location
- Delivered to 21630 11th Avenue South, Suite D **or**
- Mailed to the attention of the City Clerk at 21630 11th Avenue South, Suite A, Des Moines, WA 98198.

Interviews – May 1, 2003, 7:30 p.m.

MOTION was made by Councilmember White, seconded by Mayor Steenrod and passed unanimously that the process as summarized by the Mayor be implemented.

Draft Resolution No. 03-097 ***[Assigned Res. No. 950]*** Highline School District 401 Education Programs and Operations Levy

MOTION was by Councilmember Thomasson, seconded by Mayor Pro Tem Benjamin and passed unanimously to adopt Draft Resolution No. 03-097 supporting the Highline School District's Educational and Operation Levy, which will be on an April 22, 2003 ballot to the voters.

NEXT MEETING DATE - Study Session April 3, 2003

ADJOURNMENT

At 10:43 p.m., **MOTION** was made by Councilmember Thomasson, seconded by Councilmember Sheckler, and passed unanimously to adjourn the meeting.

Respectfully submitted,

Angela M. Chaufty
Deputy City Clerk

ACTION ITEMS FROM 3/27/03 COUNCIL MEETING

Consent Calendar
- Revise the minutes of March 13, 2003.

Modification of Lease Agreement with Classic Yachts

- Revise the agreement to insure City flexibility throughout the Marina Master Plan process.

Vacant Council Position - Appointment Process

- Advertise vacant City Council position.

Adopted by Commission 4-1

BEFORE THE PUBLIC DISCLOSURE COMMISSION
OF THE STATE OF WASHINGTON

IN THE MATTER OF ENFORCEMENT ACTION AGAINST DON WASSON, Respondent.	NO. 02-296 STIPULATION OF FACTS, VIOLATIONS AND PENALTY

The parties to this stipulation, Don Wasson, Respondent, with and through his attorney, John W. Wolfe, and Public Disclosure Commission Enforcement Staff (Staff), with and through their attorneys, Christine O. Gregoire, Attorney General, and Linda A. Dalton, Senior Assistant Attorney General, jointly submit this Stipulation of Facts, Violations and Penalty for Commission consideration in lieu of a full enforcement hearing before the Commission. The parties agree that pursuant to RCW 42.17.360 et. seq., the Commission has the authority to accept, decline, or to suggest modifications to this Stipulation.

I. Facts

The parties stipulate to the following relevant facts:

1. During election year 2001, the Respondent, Don Wasson, was a sitting member of the City of Des Moines Council. He was not up for reelection.

Des Moines City Council Meeting Minutes
March 27, 2003

ATTACHMENT A

2. Mr. Wasson desired to change the membership on the Council and recruited candidates for the 2001 election, including Gary Petersen and Maggie Steenrod. Additionally, he supported Richard Benjamin's candidacy for the Council.

3. In September 2001, Mr. Wasson met with Hank Hopkins, a local businessman, to discuss the candidates for the 2001 city council election.

4. On September 17, 2001, Mr. Hopkins gave Mr. Wasson $1,000 to support Mr. Wasson's efforts to get Mr. Petersen, Ms. Steenrod and Mr. Benjamin elected. Mr. Hopkins also referred Mr. Wasson to Tom Hujar, a political consultant, for election assistance.

5. Following Mr. Hopkins' referral, Mr. Wasson contacted Mr. Hujar and met with him on at least six occasions and spoke to him even more frequently. Mr. Wasson hired Mr. Hujar and paid him $1,000 to assist Mr. Petersen, Ms. Steenrod and Mr. Benjamin with campaign strategies until the election in November, 2001.

6. Mr. Wasson also gave Mr. Petersen and Mr. Benjamin reams of paper he had received from Jerry Guite to use in their campaign.

7. Mr. Wasson instructed Mr. Petersen and Mr. Benjamin to report as in-kind contributions from him the amount of $750 each on their reports to the PDC. He also instructed them to identify himself as the contributor, even though he knew that Mr. Guite and Mr. Hopkins were the true sources of the contributions.

8. Subsequent to being hired by Mr. Wasson, Mr. Hujar met with Mr. Hopkins, who provided Mr. Hujar with additional contributions in the amount of $49,000. $29,000 was spent by Mr. Hujar for a voter survey specifically requested by Mr. Hopkins and almost $20,000 in cash was spent by Mr. Hujar in support of Mr. Petersen's, Ms. Steenrod's and Mr. Benjamin's campaigns. None of these contributions were reported by anyone.

9. Mr. Petersen, Ms. Steenrod and Mr. Benjamin were all elected to the Council during the 2001 election. Shortly thereafter, they each voted to appoint Mr. Wasson as Mayor of Des Moines.

10. Following a complaint, investigation and filing of a Notice of Administrative Charges in this matter, Mr. Wasson first resigned as Mayor of Des Moines and recently resigned from the Council itself.

II. Violations

Mr. Wasson and Staff agree that based upon the facts stipulated above, the Commission would likely find that Mr. Wasson violated the Public Disclosure Act in the manner charged in the Notice of Administrative Charges dated January 14, 2003.

III. Penalty

Mr. Wasson and Staff agree that based upon the stipulation of facts and violations of chapter 42.17 RCW as well as his resignation from the City of Des Moines Council, the following penalty and terms should be assessed against Mr. Wasson.

(A) A civil penalty of $10,000.00 be assessed against Mr. Wasson. $7,500.00 of this penalty will be suspended in this matter based on Mr. Wasson's compliance with the following conditions:

(B) Mr. Wasson agrees to not seek election to any public office as defined in RCW 42.17.020;

(C) Mr. Wasson agrees to not serve as a campaign treasurer for any political committee or candidate or to solicit of any contribution for a political committee or candidate in the future;

(D) Mr. Wasson agrees to cooperate fully and truthfully in any investigation or enforcement proceeding concerning any political activity in the City of Des Moines; and

(E) Mr. Wasson commits no further violations of any provision of chapter 42.17 RCW on the future. However, the suspended portion of this penalty will only be imposed upon a finding of violation or order of referral by the full Commission, or other final adjudication after Mr. Wasson is afforded all due process to which he is entitled under the law. The parties agree that the specific facts of this incident as stipulated above would be considered verities in a future proceeding, and the only issue for adjudication would be limited to the alleged facts and violations of the new charges.

The entire non-suspended portion of the penalty will be paid within 30 days from the date of entry of the Commission's Final Order. Failure to pay as required will result in the full penalty being immediately due and owing.

Mr. Wasson reaffirms his intention to cooperate with the Commission and to comply in good faith with all provisions of chapter 42.17 RCW.

Respectfully submitted this ~~5~~ 4th day of March, 2003.

For the Respondent

Don Wasson 3/19/03
Don Wasson, Respondent - Date

J. W. Wolfe 3/18/03
John W. Wolfe, Attorney for Respondent - Date

For the Commission Staff

Vicki Rippie 3/25/03

Vicki Rippie, Executive Director – Date
Public Disclosure Commission

Linda A. Dalton 3/25/03

Linda A. Dalton, Attorney for Staff – Date
Senior Assistant Attorney General

CONSENT CALENDAR
Item #3

AGENDA ITEM

SUBJECT: Surplus Property

ATTACHMENTS:
- Memorandum of 4/1/03

AGENDA OF: April 10, 2003

DEPT. OF ORIGIN: Police

DATE SUBMITTED: April 2, 2003

CLEARANCES:
[ ] Police ________
[ ] ________
[ ] ________

APPROVED BY CITY MANAGER FOR SUBMITTAL: ________

Purpose and Recommendation:

The purpose of this agenda item is to declare a Chevrolet Corvette that was used in the DARE program surplus.

Suggested Motion:

The following motion will appear on the Consent Calendar:

"Motion is to approve the surplus and disposal of a 1992 Chevrolet Corvette, VIN 1G1YY23P6N5119187 and authorize disposing of by auction or sale."

Background:

See attached memo from Police Commander John O'Leary

Discussion:

None.

Alternatives:

None

Financial Impact:

Proceeds from sale of the vehicle will be deposited into the forfeited seized asset account for use for drug enforcement and education purposes.

Recommendation/Conclusion:

Authorize disposal on the Consent Calendar.

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Des Moines Police Department

Placing the Needs of the Community First

MEMORANDUM

To: City Clerk Denis Staab

From: Commander John O'Leary

Date: 04-01-03

Subject: Surplus Equipment

This is to request the following equipment be declared surplus. The equipment in question is a 1992 Chevrolet Corvette that was used seized in a previous narcotics case and forfeited to the City of Des Moines. The Corvette was used as a vehicle for our DARE program. As you know the DARE program was eliminated and the car is currently being used by our school resource officer. The needs of the department have changed and it would valuable to the department to have a more traditional use vehicle rather then a sports car. I have discussed this with Chief Obermiller and he concurs this makes sense.

Normally drug asset vehicles are not required to go through the surplus process but are liquidated directly through the Government Surplus Property Auction process however as this vehicle was listed as a city asset and place on our insurance program I am informed the car now needs to be declared surplus property by the city prior to going through the auction process.

As required by State law, proceeds from the sale of the vehicle must be then deposited into the forfeited seized asset account for us for drug enforcement and education purposes only.

Property description: 1992 Chevrolet Corvette, VIN 1G1YY23P6N5119187

Cc Chief Donald Obermiller
Tony Piasecki, City Manager
Rick Prall, City Mechanic

AGENDA ITEM

SUBJECT: Draft Ordinance No. 03-075 Right-of-way & Park Use Permits	AGENDA OF: April 10, 2003
	DEPT. OF ORIGIN: Legislative
ATTACHMENTS:	DATE SUBMITTED: April 4, 2003
	CLEARANCES: [ ] ____________ [ ] ____________ [ ] ____________
	APPROVED BY CITY MANAGER FOR SUBMITTAL: ____________

Purpose and Recommendation:

The purpose of this agenda item is to provide the City council an opportunity to decide whether or not to place Draft Ordinance No. 03-075 on a future meeting agenda for action.

Suggested Motion:

"To place Draft Ordinance No. 03-075 on the agenda of the _______ meeting."

Background:

Rule 9 of the City Council Rules of Procedure allows the Presiding Office the "option of deleting any item from the agenda until the next regular Council meeting when the full Council shall vote on whether to introduce the item on the agenda of a subsequent meeting". At the April 3, 2003 meeting, the presiding Officer pulled Draft Ordinance No. 03-075 from the agenda.

Discussion:

There currently are Council meetings scheduled for April 24, and May 1, 8 and 22, 2003, that would be available for this item to be discussed.

Alternatives:

Council may choose to place this item on a future meeting agenda, or choose not to take any action on this item by not placing it on any future agenda.

Recommendation/Conclusion:

None.

NEW BUSINESS
Item #4

AGENDA ITEM

SUBJECT: Utility Tax Rate Discussion

ATTACHMENTS:

AGENDA OF: April 10, 2003

DEPT. OF ORIGIN: Legislative

DATE SUBMITTED: April 4, 2003

CLEARANCES:
[ ] ______________
[ ] ______________
[ ] ______________

APPROVED BY CITY MANAGER FOR SUBMITTAL: AH

Purpose and Recommendation:

The purpose of this agenda item is to provide the City council an opportunity to decide whether or not to place Utility Tax Rate Discussion on a future meeting agenda for action.

Suggested Motion:

"To place discussion of Utility Tax Rate on the agenda of the _______ meeting."

Background:

Rule 9 of the City Council Rules of Procedure allows the Presiding Office the "option of deleting any item from the agenda until the next regular Council meeting when the full Council shall vote on whether to introduce the item on the agenda of a subsequent meeting". At the April 3, 2003 meeting, the presiding Officer pulled the Utility Tax Rate discussion from the agenda.

Discussion:

There currently are Council meetings scheduled for April 24, and May 1, 8 and 22, 2003, that would be available for this item to be discussed.

Alternatives:

Council may choose to place this item on a future meeting agenda, or choose not to take any action on this item by not placing it on any future agenda.

Recommendation/Conclusion:

None.

NEW BUSINESS
Item #5

AGENDA ITEM

SUBJECT: Draft Resolution No. 03-098 Requiring Full council Participation In Final Appointment of the Vacant Council Position	AGENDA OF: April 10, 2003
	DEPT. OF ORIGIN: Legislative
	DATE SUBMITTED: April 4, 2003
ATTACHMENTS:	CLEARANCES: [ ] ____________ [ ] ____________ [ ] ____________
	APPROVED BY CITY MANAGER FOR SUBMITTAL: AH

Purpose and Recommendation:

The purpose of this agenda item is to provide the City council an opportunity to decide whether or not to place Draft Resolution No. 03-088 on a future meeting agenda for action.

Suggested Motion:

"To place discussion of Draft Resolution No. 03-098 on the agenda of the _______ meeting."

Background:

Rule 9 of the City Council Rules of Procedure allows the Presiding Office the "option of deleting any item from the agenda until the next regular Council meeting when the full Council shall vote on whether to introduce the item on the agenda of a subsequent meeting". At the April 3, 2003 meeting, the presiding Officer pulled Draft Resolution No. 03-098 from the agenda.

Discussion:

There currently are Council meetings scheduled for April 24, and May 1, 8 and 22, 2003, that would be available for this item to be discussed.

Alternatives:

Council may choose to place this item on a future meeting agenda, or choose not to take any action on this item by not placing it on any future agenda.

Recommendation/Conclusion:

As a reminder, interviews of candidates for the vacant Council position are scheduled for the May 1st meeting.