

AGENDA
REGULAR MEETING DES MOINES CITY COUNCIL
May 13, 2004 - 7:30 p.m.

CALL TO ORDER - Mayor Sheckler

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

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

CONSENT CALENDAR*

1. Motion is to approve the special and regular minutes of April 22, 2004 and the regular minutes of April 29, 2004.

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 #94022 through #94309 & electronic fund transfers in the total amount of \$1,485,002.09

Payroll fund transfers in the total amount of \$356,740.75

3. Draft Resolution No. 04-072 - Title: A Resolution of the City Council of the City of Des Moines, Washington, authorizing application for funding assistance for a Washington Wildlife and Recreation Program (WWRP) project to the Interagency Committee for Outdoor Recreation (IAC) as provided in chapter 79A.15 RCW, Acquisition of Habitat Conservation and Outdoor Recreation Lands.

MOTION is to approve Draft Resolution No. 04-072.

4. Motion is to approve the Interlocal Agreement with Midway Sewer District, for the purpose of constructing the Marine View Drive Bridge and approximately 325 feet of sewer outfall pipe, and to authorize the City Manager to sign said agreement substantially in the form as submitted.

5. Draft Ordinance No. 03-022 - Title: An Ordinance of the City of Des Moines, Washington authorizing acceptance of donations of money or property to the City; establishing special accounts for the purpose of tracking such donations, and specifying how said accounts shall be administered.

MOTION is to approve Draft Ordinance No. 03-022 on second reading.

6. Motion is to approve the Interlocal Agreement with the Washington State Criminal Justice Training Commission for fleet maintenance in exchange for use of their firearms range and to authorize the City Manager to sign the agreement substantially in the form as submitted. Interlocal Agreement Vehicle Maintenance for Criminal Justice Training Commission
7. Motion is to approve the agreement for electrical service and ballfield lighting installation at the Steven J. Underwood Memorial Park with (bidder's name) in the amount of \$(bid amount) plus tax, and authorize the City Manager to sign the contract substantially in the form as submitted. And to authorize the City Manager to approve change orders in amounts not to exceed 10% in total.
8. Draft Ordinance No. 03-172 - Title: An Ordinance of the City of Des Moines, Washington, vacating a portion of City right-of-way in an area generally described as a portion of public right-of-way commonly known as South 208th Street, between 11th Avenue South and 12th Avenue South, together with an abutting unopened alley, in the City of Des Moines, subject to the applicant's compliance with requirements set forth herein.
- MOTION is to approve Draft Ordinance No. 03-172 on final reading.
9. Motion is to authorize the City Manager to sign the contract with Lawhead Architects. P.S. for professional architectural and engineering services relating to the renovation of City Hall. The contract shall be in the amount of \$30,000 and shall be in a form as approved by the City Attorney.

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

PUBLIC HEARING

Draft Ordinance No. 04-053 Textual Zoning Code Change Towing Yards in PR-C1 Zone

SUMMARY: The purpose of this Agenda Item is to hold a Public Hearing regarding a draft ordinance which would allow expansion of motor vehicle towing yards subject to a Conditional Use Permit. The PR-C Zone is the Pacific Ridge Commercial area located adjacent to Pacific Highway South from South 216th Street to Kent-Des Moines Road.

Staff Presentation: Community Development Director Judith Kilgore

OLD BUSINESS

NEW BUSINESS

1. Jail Interlocal Agreement

SUMMARY: The purpose of this agenda item is to request approval of an interlocal agreement for jail administration services. This interlocal agreement will provide the framework for cities within King County to work together to manage the King County and Yakima County jail contracts, dispose of property held for jail purpose by Bellevue and develop a plan to manage the cities' inmate population after the termination of the King County Jail Contract in 2012.

Staff Presentation: Court Services Manager Jennefer Henson

2. Draft Ordinance No. 04-088 - Revising Speed Limits on Specific Streets - 1st Reading
SUMMARY: The purpose of this item is to present, for Council's consideration a draft ordinance that will amend DMMC 10.20 by revising speed limits and updating classifications on specific streets within the City limits.
Staff Presentation: Public Works Director Tim Heydon

NEXT MEETING DATE - Regular Meeting May 27, 2004

ADJOURNMENT

AGENDA ITEM

SUBJECT: Marine View Drive Bridge --
Midway Sewer District Interlocal
Agreement

ATTACHMENTS:

1. Interlocal Agreement
2. SWM CIP

AGENDA OF: May 13, 2004

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: May 3, 2004

CLEARANCES:

- [X] Finance
[X] Public Works
[X] Legal

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation:

The purpose of this agenda is to approve the proposed Interlocal Agreement (ILA) with Midway Sewer District for constructing the Marine View Drive Bridge and completing a 325 foot segment of the District's sewer outfall pipe located within the trail section of bridge undercrossing.

Suggested Motion:

- 1) "I move to approve the Interlocal Agreement with Midway Sewer District, for the purpose of constructing the Marine View Drive Bridge and approximately 325 feet of sewer outfall pipe, and further to authorize the City Manager to sign said agreement substantially in the form as submitted."

Background:

The Midway Sewer District is in the process of upsizing their treatment plant sewer outfall pipe from the current 32-inch diameter pipe to a 48-inch diameter pipe. To date, only a 325 foot segment that lies beneath Marine View Drive and the marine portion 200 foot inland from the shore to terminus of the outfall remains to be built. Midway is in the process of getting its permits for the marine segment and once the entire outfall is built, the existing outfall will be abandoned and used as a high flow creek bypass for Des Moines Creek.

Two interlocal agreements have been made previously with Midway Sewer District for the Marine View Drive Bridge project. The first ILA was in 1996 and included \$5,000 from the District for completing a scoping report for a passage below Marine View Drive. With a recommendation for a short span bridge by the scoping report, a second ILA was entered in 1997 with the District for starting the Bridge design. The District contributed \$72,112 toward the design as part of that agreement.

Rather than boring through the Marine View Drive road embankment for the new outfall segment, the District has agreed to contribute towards the Marine View Drive Bridge project an amount equivalent to boring through the embankment. This third ILA, includes a lump-sum contribution of \$350,357.00, which is the estimated cost of making a 72-inch diameter bore and installing a 325 foot segment of

sewer pipe, minus previous contributions made by the District. Attachment A shows the assumptions used in determining the contribution amount.

Discussion:

Staff has spent an extensive amount of time with the District in negotiating the terms of this agreement. The end result is what staff believes is an equitable contribution by the District which is equivalent to the cost making a 72-inch diameter, 225 long boring through the road embankment. The cost also included costs for design, inspection, city administration costs, and a 10% contingency for construction. Using the Engineering News Record construction cost indexes for determining inflation, the District was credited for its past contributions to the project.

Staff has also agreed to the terms of a lump sum payment for the installation of the 325 foot segment of the sewer outfall pipe. However, Midway will still be providing the inspection services for its installation.

Alternatives:

Council may alter or revise elements of the agreement. However, it should be noted that the majority of the cost for the design, construction and inspection of the bridge are paid by the other Des Moines Creek Basin partners. In other words, Des Moines has a fixed contribution of \$100,000 toward this project. Any cost differences due to changes from construction costs (or changes in revenues) will be made up by the Des Moines Creek Committee.

Financial Impact:

The 2004 CIP assumed a contribution of \$388,600 from Midway. This amount was only roughly estimated and did not factor in the previous contributions made by Midway or any inflation adjustments to the 1996 and 1997 contributions. However, when factoring in the inflation adjustments, staff believes that the proposed \$350,357 contribution is equitable for both parties of the agreement. The 2004 SWM CIP project cost also included \$62,000 for the installation of the sewer outfall (it was a budgeted project item). Therefore the only negative financial impact is the difference between the estimated contribution and the actual contribution. The \$38,243 (\$388,600 - \$350,357) is proposed to be made up from project contingency.

Recommendation/Conclusion:

Staff recommends approving the Interlocal Agreement with Midway Sewer District for the amount of \$350,357.

Concurrence:

The Des Moines Creek Basin Committee has been apprised of the ILA and concurs with approving the ILA for the amount of \$350,357. The Committee understands that the \$38,243 is to be made up from the project contingency. Finance and Legal have also reviewed and concurs with the agreement. This agreement has already been approved and signed by the Midway Sewer District.

**INTERLOCAL AGREEMENT BETWEEN MIDWAY SEWER DISTRICT
AND THE CITY OF DES MOINES**

**CONSTRUCTION OF THE MARINE VIEW DRIVE BRIDGE AND
INSTALLATION OF SEWER OUTFALL PIPE**

This agreement is entered into by the City of Des Moines, hereinafter referred to as "Des Moines", and the Midway Sewer District, hereinafter referred to as "the District" for the purpose of completing the design and for the construction and construction administration services for the Marine View Drive Bridge, hereinafter referred to as the "Project" and for the construction of a segment of the 48-inch Sewer Outfall, hereinafter referred to as the "Outfall". Des Moines and the District will hereinafter be referred to as the "Parties".

WHEREAS, the Parties have already cooperated by jointly preparing an undercrossing scoping report, which addresses fish passage enhancements, bicycle and pedestrian trail passage, and sewer outfall lines under Marine View Drive; and

WHEREAS, the Parties have already cooperated by jointly preparing plans, specifications and estimate (PSE) for the Project, which was identified within the scoping report and mutually agreed to by the Parties; and

WHEREAS, the District has contributed \$77,112 towards the undercrossing scoping report and design for the Project; and

WHEREAS, the District has also provided the design for approximately 325 feet of the Outfall to be incorporated into the Project plans and constructed with the Project; and

WHEREAS, the District has agreed to contribute to the Project a dollar amount equal to the cost of boring through the Marine View Drive road embankment plus the cost of installing the 325-foot segment of the Outfall pipe located below the proposed trail of the project within the project limits. The dollar amount contributed by the District under this Agreement, shall be considered full compensation for the equivalent cost of the embankment boring, including costs for project development, project design, Des Moines administration costs, construction administration costs, permitting and the construction costs for the installation of the Outfall pipe;

NOW THEREFORE, the Parties agree as follows:

1. Des Moines will assume the responsibility of lead agency for construction and construction administration for the Project. As lead agency, Des Moines will assume Project management responsibilities, will contract with INCA Engineering, Inc for the completion of the Project design and construction management services, and will contract for the construction of the Marine View Drive Bridge and sewer outfall pipe.
2. Before the Bridge Project plans are finalized, the District will provide stamped engineered plans, specifications and cost estimate for the sewer outfall pipe in accordance with current State of Washington Standard Specifications for Road, Bridge, and Municipal Construction, unless otherwise noted. Des Moines will incorporate the plans and specifications into the Project.

3. The District will provide inspection for the installation of sewer outfall pipe. The District will also submit to Des Moines, in writing, approval of the sewer outfall pipe once it is installed and before payment is made to the contractor.
4. The contribution amount by the District under this Agreement is \$350,357.00, which is an agreed equivalent dollar amount and full compensation for boring through the Marine View Drive road embankment and installing the sewer outfall pipe. The contribution amount credits the previous contributions made by the District to Des Moines for completing the undercrossing scoping report and Project design. The method for calculating the contribution amount is shown in Attachment A, which by this reference is made part of this Agreement.
5. The District, in consideration of faithful performance of the work to be done by Des Moines, agrees to pay to Des Moines 25% of the agreed amount upon award of the construction contract, 25% of the agreed amount upon completing the sewer outfall pipe installation, and the remaining 50% of the agreed amount upon Project completion.
6. For work related to the construction of the Project, the District agrees to grant to Des Moines a (temporary) construction easement for access across District property. Prior to commencing work, the District, City and the contractor will agree to a proposed haul route and schedule and review existing pavement conditions along the route. With this construction easement, the City agrees to repair any damage to the easement property and to restore said property to existing conditions or better to the satisfaction of the District.
7. During the progress of the work and for a period not less than three years from the date of the final payment to Des Moines, the records and accounts pertaining to the work and accounting therefore are to be kept available for inspection and audit by the District and copies of all records, accounts, documents or other data pertaining to the Project will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with the supporting documents shall be retained until all litigation, claim or audit finding has been resolved even though such litigation, claim or audit continues past the three-year retention period.

Des Moines shall submit a final billing to the District within 60 calendar days following completion of the work involved.

8. Each Party shall indemnify and hold harmless the other Parties, their officers, agents, and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or rising out of any negligent action or omission of such party, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage brought against an individual Party, such Party shall defend the same at its sole cost and expense; provided the other Parties to this Agreement retain the right to participate in said suit if any principal of governmental or public law is involved; and if final judgment be rendered against a Party and its officers, agents, employees, or any of them, or jointly against the Parties and their respective officers, agents, employees or any of them, the Party or Parties subject to the judgment shall satisfy the same.

9. **Project Completion Date.** Des Moines agrees to use its best efforts to complete the Project by March 31, 2006.

Agreement Effective Date. This Agreement shall be effective upon ratification by resolution or motion of the governing body and execution by the Chief Executive Officer of each of the Parties.

Amendment. This Agreement may be amended only upon consent of all Parties hereto. Any amendment hereto shall be in writing and shall be ratified and executed by the Parties in the same manner in which it was originally adopted.

Waiver. The waiver by any party of any breach of any term, covenant, or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same term, covenant, or condition of this Agreement.

Severability. If any provision of this Agreement shall be held invalid, the remainder shall not be affected thereby.

Entire Agreement. This Agreement and exhibits represent the entire understanding of the Parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.

Counterparts. This Agreement shall be effective whether signed by all Parties on the same document or whether signed in counterparts.

Notices. Except as otherwise provided herein, any notice required by this Agreement shall be delivered by certified mail, return receipt requested, or by personal service.

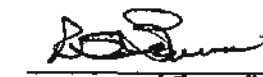
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of this _____ day of _____, 2004.

Approved as to Form:

City of Des Moines:

By:

Title:


Amanda City Attorney

By:

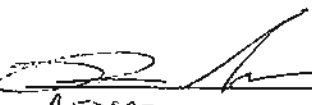
Title:

Approved as to Form:

Midway Sewer District:

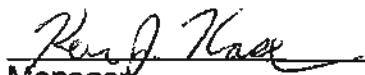
By:

Title:


Attorney

By:

Title:


Manager

Attachment A - Midway Sewer District Contribution Calculation

4/2/04

Assumptions: Midway's 18.8% contribution to design covers all costs associated with design of their pipe and any coordination to incorporate into the plans. Together with the \$5,000 paid towards the scoping report.

Midway's previous 1996 boring estimate for a 225 foot long 60-inch diameter bore is \$152,356.50.

A 72-inch bore required on this site would add 42.6% based on area of bore.

Construction Cost Annual Average 1996 is 5620; Index for March 2004 is 6957. Inflation adjustment is 23.8%

The pipe installation costs for 324 feet of 48-inch sewer pipe is \$62,000.

Inspection = 2 weeks of inspection @ \$100/hour or \$8,000

City Administration Costs is 1.25%

Contingency = 10%

Midway Cost:

Original Estimate (60-inch Bore)	\$ 152,356
Upsize to 72-inch	\$ 64,804
Subtotal	\$ 217,260
Inflation adjustment of 23.8%	\$ 51,708
Subtotal	\$ 268,967
Pipe Installation	\$ 62,000
Subtotal	\$ 330,967
Design/Scoping/Feasibility (20%)	\$ 66,193
Inspection	\$ 8,000
City Administration (1.25%)	\$ 4,137
Contingency (10%)	\$ 33,336
Total	\$ 442,634
Amount paid towards Scoping Report	\$ (5,000)
Inflation Adjusted (1997)	\$ (1,320)
Previously contributed	\$ (72,112)
Inflation Adjustment of 19.2%	\$ (13,846)
Total contribution from Midway	\$ 350,357

Source of construction cost index information can be found at the website listed below
<http://enr.construction.com/features/conEco/costIndexes/constIndexHist.asp>

Scoping report by Shannon & Wilson

Date	ENR const. cost index
Aug. 1995	5506
Mar. 2004	6957
Difference	1451
1,451 / 5506 x 100 = 26.35%	

Tunnel Costs of Midway (1996 annual average used due to duration of project)

Date	ENR const. cost index
Avg. 1996	5620
Mar. 2004	6957
Difference	1337
1,337 / 5620 x 100 = 23.79%	

Design of Bridge Interlocal (May 1997)

Date	ENR const. cost index
May-97	5837
Mar. 2004	6957
Difference	1120
1,120 / 5837 x 100 = 19.19%	



2004 – 2009 CAPITAL IMPROVEMENT PLAN

Surface Water Management

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Surface Water Management	PROJECT NO.	SWM-18
		PROJECT STATUS:	
		Preliminary Estimate	
PROJECT	Marine View Drive Bridge	Plans in Preparation	X
		P.S.E. Complete	
LOCATION	Des Moines Creek below Marine View Drive		
DESCRIPTION:	Removal of a portion of the existing embankment material and existing culvert and a 62-foot section of Marine View Drive and construct a multi-use access corridor for Des Moines Creek, the trail and the proposed sewer outfall.		

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
* Administration	79,200	79,200					
DESIGN/ENG	100,000	100,000					
LAND							
BUILDINGS							
IMPROVEMENTS	4,109,469	4,077,000	32,469				
INSPECTIONS	523,500	523,500					
CONTINGENCY	661,900	661,900					
SALES TAX							
SEATTLE PUBLIC UTILITY	441,000	441,000					
TOTAL	5,915,069	5,882,600	32,469				

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
*SWM CIP	100,000	100,000					
WSDOT 509/DMC Basin II	4,743,200	4,743,200					
Seattle Public Utility	450,800	450,800					
Midway Sewer District	388,600	388,600					
WSDOT Fish Enhancement	200,000	200,000					
Bridge ISTEAs							
Trail ISTEAs							
King County Open Space	32,469		32,469				
TOTAL	5,915,069	5,882,600	32,469				

OPERATING COSTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
PERSONNEL	12,500		5,000	2,500	2,500	2,500	
SUPPLIES	2,500		1,000	500	500	500	
UTILITIES							
CAPITAL							
EQUIPMENT	3,750		1,500	750	750	750	
TOTAL	18,750		7,500	3,750	3,750	3,750	

* \$100,000 is Des Moines contribution towards construction of the bridge.

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AGENDA ITEM

SUBJECT: Sanborn Street Vacation

File SV 2003-001 – Street Vacation:
Portion of South 208th Street between 11th Avenue
South and 12th Avenue South, Together with a
Portion of an Abutting Unopened Alley

ATTACHMENTS:

1. Revised Draft Ordinance No. 03-172
2. Highline water District Updated Easement Information
3. Qwest Updated Easement Information

AGENDA OF: May 13, 2004

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: May 3, 2004

CLEARANCES:

☒ Public Works

☒ Legal

APPROVED BY CITY MANAGER
FOR SUBMITTAL: *AS*

Purpose and Recommendation:

The purpose of this item is to consider the third reading of Draft Ordinance No. 03-172, proposing vacation of portions of public right-of-way in the City of Des Moines; more specifically, that portion of South 208th Street between 11th Avenue South and 12th Avenue South, together with a portion of an abutting unopened alley. Council considered this street vacation ordinance in second reading on April 29, 2004, and passed the ordinance to third reading, directing that certain changes be made to protect existing telecommunications and water facilities.

Recommended Motion:

Motion: "I move to enact Draft Ordinance No. 03-172, 'An Ordinance of the City of Des Moines, Washington, vacating a portion of City right-of-way in an area generally described as a portion of public right-of-way known as So. 208th Street, between 11th Avenue So. and 12th Avenue South, together with a portion of an abutting unopened alley, in the City of Des Moines, subject to the applicant's compliance with requirements set forth herein.' "

Background:

At the April 29, 2004 Council meeting, Council requested that staff amend this ordinance to reflect the appropriate easements needed by the Highline Water District and Qwest. The Water District has reduced its requested easement width to fifty feet. The attached draft satisfies the Council's request.

Concurrence:

Public Works and Legal concur that placing this currently unopened for transportation purposes public right-of-way onto the tax rolls is the prudent choice.

CITY ATTORNEY'S FIRST DRAFT 06/27/03
CITY ATTORNEY'S SECOND DRAFT 04/23/04
CITY ATTORNEY'S THIRD DRAFT 05/06/04

DRAFT ORDINANCE NO. 03-172

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON, vacating a portion of City right-of-way in an area generally described as a portion of public right-of-way commonly known as So. 208th Street, between 11th Avenue So. and 12th Avenue South, together with an abutting unopened alley, in the City of Des Moines, subject to the applicant's compliance with requirements set forth herein.

WHEREAS, the City Council of the City of Des Moines adopted Resolution No. 957, declaring its intent to consider vacation of a public right-of-way which now constitutes a portion of public right-of-way commonly known as So. 208th Street, between 11th Avenue So. and 12th Avenue South, together with an abutting unopened alley, in the City of Des Moines, and

WHEREAS, notice of the public hearing was given in accordance with law and the public hearing was held before the City Council of the City of Des Moines on September 11, 2003, and all persons wishing to be heard were heard, and

WHEREAS, based on the evidence presented, the City Council makes the following findings of fact:

(1) The public right-of-way which is the subject of this ordinance consists of a portion of public right-of-way commonly known as So. 208th Street, between 11th Avenue So. and 12th Avenue South, together with an abutting unopened alley; and

(2) The public right-of-way which is the subject of this ordinance is unimproved for transportation purposes, has never been opened for transportation purposes, and appears to be subject to vacation by operation of law under the Laws of 1889-90; and

(3) The public right-of-way which is the subject of this ordinance is necessary for present and future use by public utilities, under appropriate easements; and

(4) The public right-of-way which is the subject of this ordinance is surplus to the present and future needs of the

citizens of the City of Des Moines for transportation purposes, and it is in the public interest to vacate this right-of-way; now therefore,

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

Sec. 1. Findings adopted. The recitals set forth above are adopted as the City Council's findings of fact.

Sec. 2. Right-of-way vacation. Subject to the requirements set forth in this ordinance, the public right-of-way legally described as follows:

The entire area of South 208th Street (previously identified as North Street in The Grove Addition to the Town of Des Moines) from the centerline of Twelfth Street east to the eastern boundary of The Grove Addition to the Town of Des Moines, together with the portion of the abutting alley between Blocks 67 and 68 of the Grove Addition to the Town of Des Moines, according to the plat thereof recorded in Volume 4 of Plats, Page 83, records of King County, Washington.

is vacated and the property within the right-of-way so vacated shall belong to the respective abutting property owners.

Sec. 3. Conditions of right-of-way vacation. The right-of-way subject to vacation under this ordinance shall be subject to the following conditions:

(1) The abutting property owners shall not be required to pay the City of Des Moines on compensation for vacation of this Class C right-of-way, pursuant to DMMC 12.12.050(2)(b).

(2) The abutting property owners recognize that the City's sensitive areas map as referenced in DMMC 18.86.050 indicates the presence of an important stream on the property; that the City's code presently requires a 35-foot buffer on each side of an important stream; but that actual restrictions on the use of the property, if any, will be determined under the applicable ordinances at the time the abutting property owners actually apply to develop the property.

(3) The abutting property owners recognize that the City of Des Moines retains an easement or the right to exercise and grant easements in respect to the land vacated by this ordinance for the construction, repair, and maintenance of public utilities and services, and that the City of Des Moines will grant utility easements through the right-of-way subject to vacation under this ordinance: ~~to protect existing facilities in locations and dimensions not to exceed twenty (20) feet in width for each water pipe or telecommunications line, consistent with DMMC 17.36.130, which locations and dimensions must be provided by Highline Water District and Qwest, or by the applicant abutting property owner if the locations and dimensions are not provided by Highline Water District and Qwest.~~

(a) to protect existing telecommunications facilities in locations and dimensions not to exceed twenty (20) feet in width for each telecommunications facility, which locations and dimensions have been provided by Qwest; and

(b) to protect existing water district facilities in locations and dimensions generally described as covering the south fifty (50) feet of the area to be vacated along South 208th Street, which exact locations and dimensions have been provided by Highline Water District.

~~(4) Should the benefited/abutting property owners fail to satisfy the conditions set forth in the previous subsections within 90 days of passage of this ordinance, then this ordinance shall be deemed void and of no legal effect and the underlying right-of-way vacation shall be deemed denied.~~

Sec. 4. Easement. Pursuant to RCW 35.79.030 the City of Des Moines shall retain an easement or the right to exercise and grant easements in respect to the land vacated by this ordinance for the construction, repair, and maintenance of public utilities and services only as identified in section 3(3) herein.

Sec. 5. Severability - Construction.

(1) If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional

Ordinance No. _____
Page 4 of ____

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

PASSED BY the City Council of the City of Des Moines this ____th day of _____, 2004 and signed in authentication thereof this ____th day of _____, 2004.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published: _____

DRAFTORD/03-172

HIGHLINE WATER DISTRICT
Easement for Water Pipeline

The Grantor, City of Des Moines, does hereby grant to Highline Water District, King County, Washington, a municipal corporation, Grantee, its successors and assigns, an easement and right-of-way over, through, under, across, upon and in the following-described property & situated in the City of Des Moines, King County, Washington, to-wit:

LEGAL DESCRIPTION OF TOTAL PROPERTY:

See Exhibit "A"

LEGAL DESCRIPTION OF EASEMENT

See Exhibit "B" & "C"

for the construction, operation, maintenance, repair and/or replacement of a water pipeline and appurtenances thereto, together with all rights of ingress and egress to and from said easement for all purposes necessary and related thereto;

Grantee and its agents, designees or assigns shall have the right, without prior institution of any suit or proceeding at law, and with a three (3) day prior notice to Grantor, at such time as Grantee deems necessary to enter upon said property, by foot or vehicle, for the installation, repair, reconstruction or maintenance of water facilities and appurtenances without incurring any legal obligation or liability therefore, provided that such shall be accomplished in a manner that existing private improvements shall not be disturbed or destroyed, or in the event that they are disturbed or destroyed they will be replaced or repaired, as nearly as is practicable, to as good a condition as they were immediately before the property was entered upon by the Grantee.

Grantor hereby agrees after initial construction that no building, wall rockery, trees or structure of any kind shall be erected or planted, nor shall any fill material be placed within the boundaries of said easement area. No excavation shall be made within three feet of said water service facilities, and the surface level of the ground within the easement area shall be maintained at the elevation as constructed. In the event that this provision is violated, the Grantee shall have the right to require removal of any such structure and same shall be accomplished within a reasonable period of time and at Grantor's expense. Failure of Grantee to so exercise its right to require removal shall not constitute waiver of this right.

Grantor additionally grants to the Grantee, its agents, designees or assigns the use of such additional area immediately adjacent to said easement area as shall be required for the construction, re-construction, maintenance and operation of said water service facilities. The use of such additional area shall be held to a reasonable minimum and be returned to its condition existing immediately before the property was entered upon by Grantee or its agents.

This easement shall be a covenant running with the land and shall be appurtenant thereto, and shall inure to the benefit of and forever bind Grantor and Grantee, their heirs, successors, and assigns.

IN WITNESS WHEREOF, the Grantor(s) has (have) executed these presents this ____ day of _____, 2004.

Individual Acknowledgement

STATE OF WASHINGTON)
)SS
COUNTY OF KING)

On this ____ day of _____, _____, before me the undersigned, a Notary Public, personally appeared _____, to me known to be the individual or individuals described in and who executed the within and foregoing instrument, and acknowledged that it was signed as a free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

Signature of Notary

Print or stamp name of Notary

Notary Public for the State of
residing at _____

My appointment expires: _____

Corporate Acknowledgement

STATE OF WASHINGTON)
)SS
COUNTY OF KING)

On this _____ day of _____, _____, before me the undersigned, a Notary Public, personally appeared _____, to me known to be the _____ of _____, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

Signature of Notary

Print or stamp name of Notary

Notary Public for the State of
residing at _____

My appointment expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF TOTAL PROPERTY:

Plat of The Grove Addition to the Town of Des Moines as recorded in volume 4 of plats page 83, records of King County, Washington.

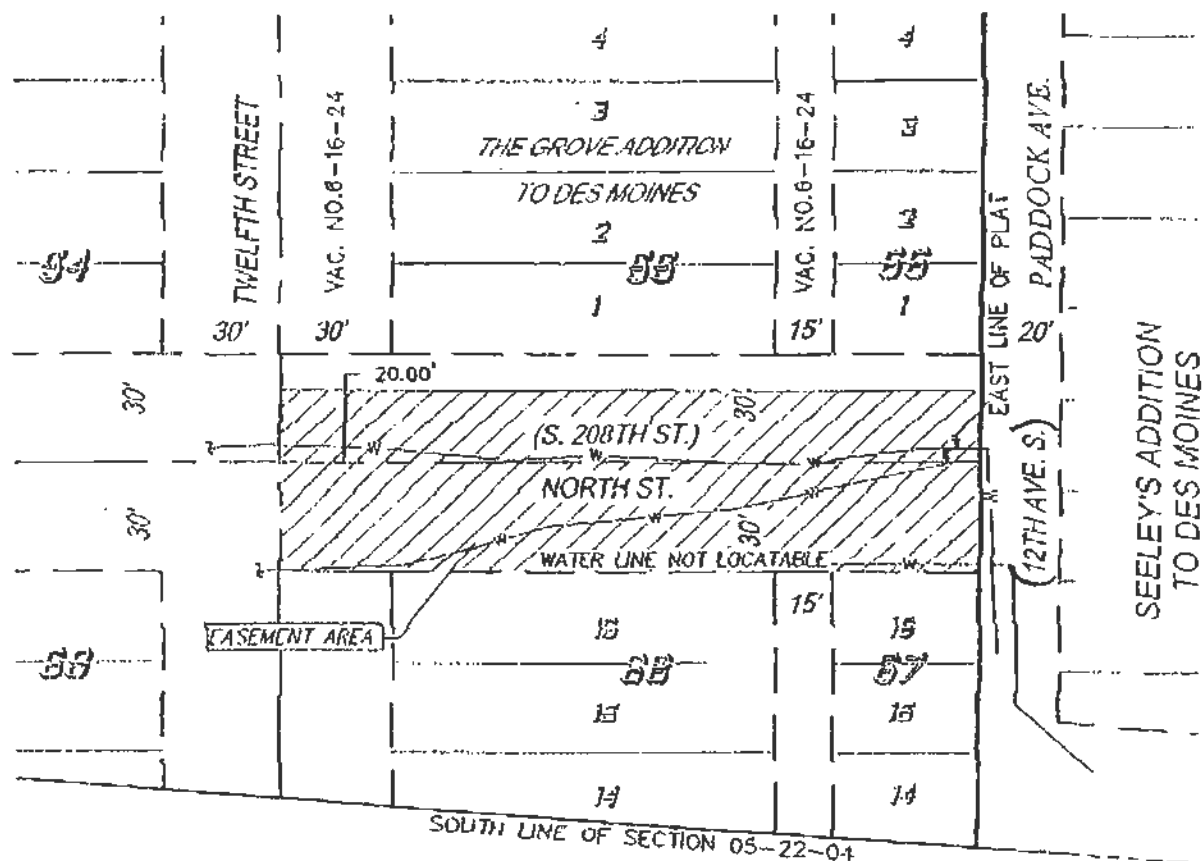
EXHIBIT "B"

LEGAL DESCRIPTION OF EASEMENT

PERMANENT EASEMENT

The south 50 feet of North Street (also known as S. 208th Street) as shown on the Plat of Grove Addition to the Town of Des Moines, as recorded in volume 4 of plats page 83, records of King County, Washington, lying east of the centerline of Twelfth Street and west of the east line of said plat. Being a portion of a 60-foot wide strip of land dedicated for public use within said plat.

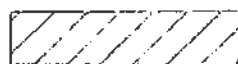
All shown on the map attached labeled EXHIBIT "C", which by this reference is made a part thereof.

EXHIBIT 'C'**GRAPHIC SCALE**

(IN FEET)

1 inch = 50 ft.

— * — EXISTING WATER LINE



PERMANENT 60' EASEMENT



Engineering

Planning

Surveying

Penhallegon Associates Consulting Engineers, Inc.

750 Sixth Street South

Kirkland, WA 98033

www.paceengrs.com

PH: (425) 827-2014

1-800-945-8108

FAX: (425) 827-5043

Kirkland

Seattle

SCALE: 1"=50'

FILE: \04130-EXB.DWG

CAD: DAB

DATE: 05/03/04

PROJ. NO.: 04130.10

LAW OFFICES OF
ERIC R. STAHLFELD
145 S.W. 155TH STREET, SUITE 101
SEATTLE, WASHINGTON 98166
(206) 248-8016

March 8, 2004

Linda Marousek, Esq.
City Attorney
City of Des Moines
21630 11th Avenue S, Suite C
Des Moines, WA 98198-6398

RECEIVED

MAR 10 2004

Lisa Anderl, Esq.
Associate General Counsel, Qwest
1600 7th Avenue, Room 3206
Seattle, WA 98191-0001

DES MOINES LEGAL DEPARTMENT
DES MOINES, WASHINGTON

Re: Scot Sanborn Street Vacation

Dear Ms. Marousek:

Qwest has agreed to modify the proposed Right-of-Way easement to accommodate changes Scot Sanborn requested. Specifically, the following italicized language should be added to the easement:

Grantor hereby covenants that no excavation, building, structure or obstruction will be constructed, erected, built or permitted on said easement area and no change will be made by grading or otherwise to the surface or subsurface of the easement area or to the ground immediately adjacent to the easement area; *provided, however, that Grantor may fill and grade the area as necessary in connection with the construction of a street, so long as such filling and grading does not interfere with Grantee's rights and facilities and that Grantor maintains a minimum depth for buried or underground facilities of no less than 24" below the surface. Nor shall the facilities be covered in a manner that interferes with Grantee's ability to access those facilities.* Grantor further covenants that it will not otherwise interfere with the rights granted to Grantee herein.

With this change I believe the matter should be set on the Council's calendar for final consideration and passage. I understand that Scot has agreed to some changes with Highline Water District, the specifics of which I am not aware, but Scot has indicated that he is not particularly concerned with any issue with respect to that easement. I continue to believe that it is more appropriate for my client to grant the easements, but

ATTACHMENT 3

Linda Marousek, Esq.
March 8, 2004

Page 2

as you have indicated the City is unwilling to consider that option, the matter should be returned to the Council for a final decision.

I would appreciate you letting me know when the Council will place this on its agenda.

If you have any questions, please feel free to call me at (206) 248-8016.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Eric R. Stahlfeld".

Eric R. Stahlfeld

cc: client

EASEMENT

The undersigned Grantor(s) _____ for and in consideration of _____ and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto Qwest Corporation, a Colorado Corporation, hereafter referred to as "Grantee", whose address is 1801 California St., Suite 5100, Denver, CO 80202, its successors, assigns, lessees, licensees, and agents a perpetual easement to construct, reconstruct, modify, change, add to, operate, maintain, and remove such telecommunications facilities, and appurtenances, from time to time, as Grantee may require upon, over, under and across the following described land situated in the County of ~~Pierce~~ ^{Spokane} State of ~~Washington~~, which the Grantor owns or in which the Grantor has any interest, to wit:

Lot _____ Blk _____
 SECTION _____ TOWNSHIP _____ RANGE _____
 Tax Parcel # _____

SEE EXHIBITS A & B ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Grantor further conveys to Grantee the following incidental rights:

The right of ingress and egress over and across the lands of Grantor to and from the above-described property and the right to clear and keep cleared all trees and other obstructions as may be necessary for the Grantee's use and enjoyment of the easement area.

Grantee shall indemnify Grantor for all damages caused to Grantor as a result of Grantee's negligent exercise of the rights and privileges herein granted. Grantee shall have no responsibility for pre-existing environmental contamination or liabilities.

Grantor reserves the right to occupy, use and cultivate said easement for all purposes not inconsistent with the rights herein granted.

Grantor covenants that he/she/they is/are the fee simple owner of said land or in which the Grantor has any interest and will warrant and defend title to the land against all claims.

Grantor hereby covenants that no excavation, building, structure or obstruction will be constructed, erected, built or permitted on said easement area and no change will be made by grading or otherwise to the surface or subsurface of the easement area or to the ground immediately adjacent to the easement area.

The rights, conditions and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

Any claim, controversy or dispute arising out of this Agreement shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the property is located.

Dated this _____ day of _____, 20____.

Grantor: _____

(Official name of company or Corporation)

Grantor _____

By _____

Grantor _____

Its _____

[SEAL]

Grantor _____

(Individual Acknowledgment)

(Corporate Acknowledgment)

STATE OF **WASHINGTON** }
COUNTY OF _____ }ss

STATE OF **<WASHINGTON>** }
COUNTY _____ }ss

The foregoing instrument was
acknowledged before me this _____ day
of _____, 20____, by
_____.

The foregoing instrument was
acknowledged before me this _____ day of
_____, 20____, by
_____.

a _____
of _____
Corporation, on behalf of the corporation.

[SEAL]

[SEAL]

Notary Public

Notary Public

My commission expires: _____

My commission expires: _____

R/W#: _____ **Job #:** _____

Exchange: _____ **County:** _____

¼ Section : _____ **Township** _____ **Range** _____

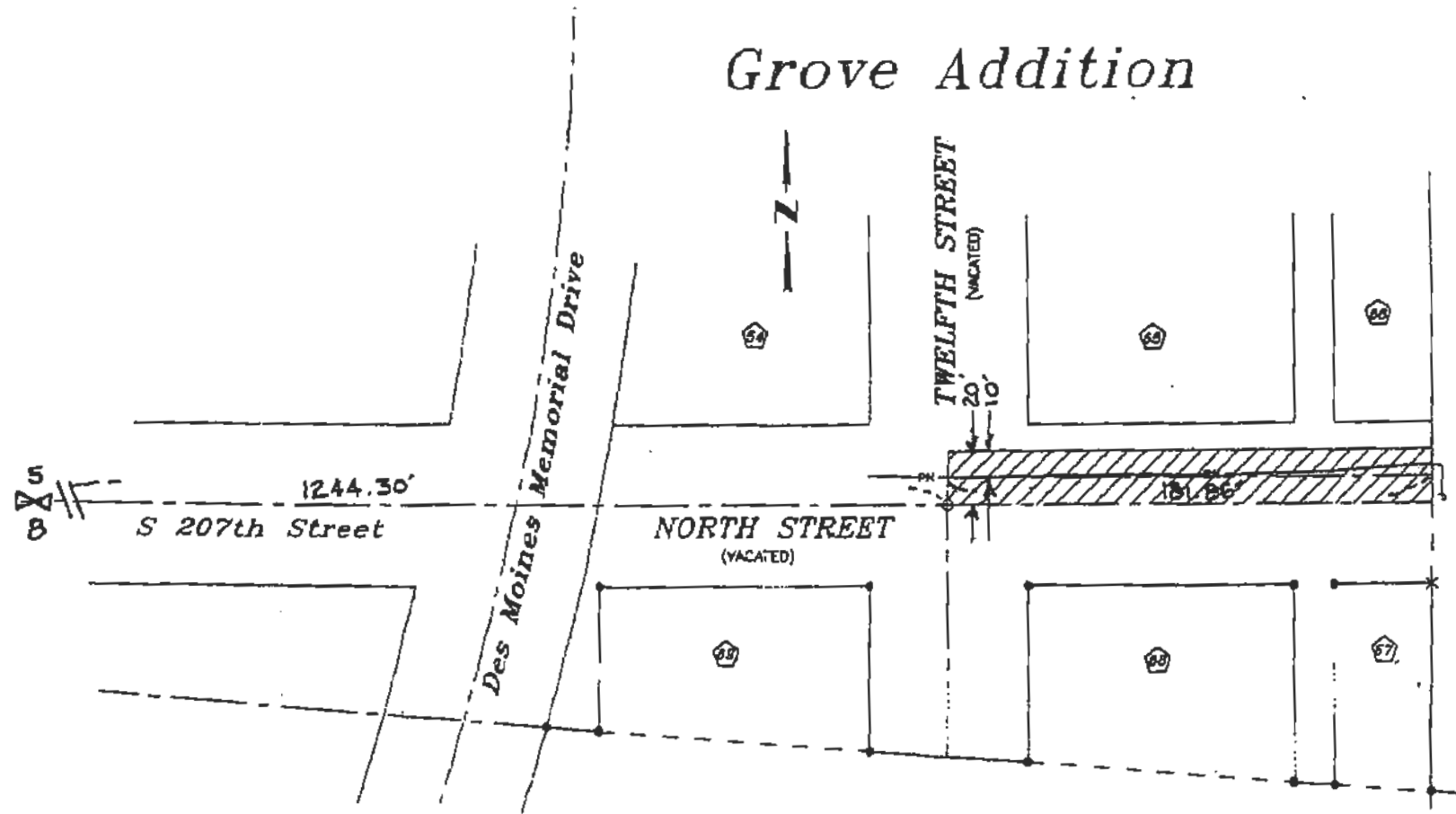
EXHIBIT A

DESCRIPTION OF A 20 FOOT WIDE EASEMENT, BEING A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 22 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 5; THENCE SOUTH $89^{\circ}46'32''$ EAST ALONG THE PLATTED CENTERLINE OF NORTH STREET (SOUTH 208TH STREET) ACCORDING TO THE PLAT OF GROVE ADDITION TO THE TOWN OF DES MOINES, AS RECORDED IN VOLUME 4 OF PLATS, PAGE 83, RECORDS OF KING COUNTY, A DISTANCE OF 1244.30 FEET TO ITS INTERSECTION WITH THE CENTERLINE OF TWELFTH STREET; THENCE NORTH $00^{\circ}13'29''$ EAST ALONG THE CENTERLINE OF SAID TWELFTH STREET, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING OF THIS CENTERLINE DESCRIPTION; THENCE SOUTH $89^{\circ}46'32''$ EAST, PARALLEL WITH THE CENTERLINE OF NORTH STREET (SOUTH 208TH STREET), A DISTANCE OF 181.86 FEET TO THE EAST LINE OF SAID PLAT OF GROVE ADDITION, AND THE END OF THIS DESCRIPTION.

EXHIBIT "B"

Grove Addition



passed No
change
Do ORD

CONSENT CALENDAR
Item #5

AGENDA ITEM

ORD 1339

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Gift/Donation Ordinance
2nd Reading

ATTACHMENTS: Draft Ordinance No. 03-022

FOR AGENDA OF: May 13, 2004

DEPT. OF ORIGIN: Finance

DATE SUBMITTED: May 3, 2004

CLEARANCES:

[X] Finance *pl*

[X] Legal *(signature)*

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *AF*

PURPOSE AND RECOMMENDATION

The purpose of this ordinance is to authorize the acceptance of donations by the City and to establish special accounts to receive and administer said donations.

MOTION: "I move to pass Draft Ordinance No. 03-022 on second reading, authorizing the acceptance of donations, and establishing accounts to administer the receipt of donations and future expenditures."

BACKGROUND

The City Council directed staff to establish a procedure for the City's acceptance of voluntary donations for the purposes to be determined by the contributor, and for the administration of said accounts. This is the second reading of the draft ordinance, with the first reading on April 29, 2004.

DISCUSSION

RCW 35.21.100 permits cities to accept gifts and donations by ordinance.

CITY ATTORNEY'S FIRST DRAFT 04/27/04
CITY ATTORNEY'S SECOND DRAFT 04/30/04

DRAFT ORDINANCE NO. 03-022

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON authorizing acceptance of donations of money or property to the City; establishing special accounts for the purpose of tracking such donations, and specifying how said accounts shall be administered.

WHEREAS, citizens from time to time may wish to make donations to the City of Des Moines, and

WHEREAS, state law set forth at RCW 35.21.100 authorizes a city by ordinance to accept any money or property donated, devised, or bequeathed to it and to carry out the terms of the donation, devise, or bequest, if within the powers granted by law; or if no terms or conditions are attached to the donation, devise, or bequest, to expend or use it for any municipal purpose, and

WHEREAS, the establishment by ordinance of special purpose accounts for the purpose of tracking such donations would add more visible accountability to the acceptance and expenditure of such donations, and

WHEREAS, the Des Moines City Council, by motion passed at its January 13, 2003 meeting, directed staff to prepare an ordinance establishing a procedure for the City's acceptance of voluntary donations, and for the establishment and administration of accounts related to such donations; now therefore,

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

Sec. 1. The City of Des Moines may accept any money or property donated, devised, or bequeathed to it, and carry out the terms of the donation, devise, or bequest, if within the City's powers granted by law. If no terms or conditions are attached to the donation, devise, or bequest, the City of Des Moines may expend or use it for any municipal purpose.

Sec. 2. The City Manager is hereby authorized to approve on behalf of the City all monetary donations to the City of Des Moines. All monetary donations approved by the City shall

be deposited into the appropriate account as established in this ordinance. The City Manager, at his discretion, is authorized to refuse any monetary donation.

Sec. 3. The City Council shall approve all non-monetary donations with value of \$20,000.00 or more, and all donations of real property, to the City of Des Moines. The City Manager is hereby authorized to approve on behalf of the City non-monetary donations with a current value of less than \$20,000.00 and greater than \$5,000.00, other than real property, to the City of Des Moines. Department directors are hereby authorized to approve non-monetary donations with a current value of less than \$5,000.00, supporting budgeted projects, to the City of Des Moines. A department director approving a non-monetary donation will be required to detail all related future costs associated with the acceptance of the donation and to submit the list of related future costs to the Finance Department. The City Council, City Manager, and department directors may, at their discretion, refuse any non-monetary donation.

Sec. 4. In the event a donor has indicated a desire as to the use by the City of a donation, such donation shall, to the extent the desired use is within the City's powers granted by law, be assigned to a project consistent with the donor's desired use.

Sec. 5. There are hereby established special accounts, to be designated "Contributions and Donations from Private Sources." The purpose of these accounts is to provide for the deposit of monetary donations, and for accounting for non-monetary donations to the City.

Sec. 6. The Finance Department shall have the responsibility for the financial administration of the "Contributions and Donations from Private Sources" accounts. The Finance Director may establish rules and regulations for the administration of the accounts.

Sec. 6. Any donations accepted prior to the adoption of this ordinance may be transferred to the "Contributions and Donations from Private Sources" accounts for tracking purposes.

Sec. 7. Sections 1 through 6 of this ordinance shall be codified as a new chapter in Title 3 DMMC.

Sec. 8. Severability - Construction.

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

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

Sec. 9. 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 _____, 2004 and signed in authentication thereof this ____ day of _____, 2004.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published: _____

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT:

1) Draft Resolution No. 04-072 related to
Steven J. Underwood Memorial Park

ATTACHMENTS:

A. Draft Resolution No. 04-072, authorizing
application to Interagency Committee for
Outdoor Recreation for Steven J. Underwood
Memorial Park Sports Field Lighting and
Restroom Project

FOR AGENDA OF: May 13, 2004

DEPT. OF ORIGIN: Parks, Recreation &
Senior Services

DATE SUBMITTED: May 4, 2004

CLEARANCES:

☒ Park & Recreation Director 
☒ City Attorney 

**APPROVED BY CITY MANAGER
FOR SUBMITTAL:** 

Purpose and Recommendation

Administration recommends Draft Resolution No. 04-072, authorizing application to Interagency Committee for Outdoor Recreation for Steven J. Underwood Memorial Park Sports Field Lighting and Restroom Project.

Motion: "I move to approve Draft Resolution No. 04-072, authorizing application to the Interagency Committee for Outdoor Recreation Local Parks Grant Fund for Steven J. Underwood Memorial Park Sports Field Lighting and Restroom Project.

Background

This Interagency Committee for Outdoor Recreation (IAC) Local Parks grant request for the Steven J. Underwood Memorial Park- Field Lighting and Restroom Project will extend the hours of play on one newly opened sports field and provide a restroom facility at a new 21-acre community park. Maximizing field use by adding lighting is a critically needed to improve recreational opportunities serving the 34,000 Des Moines citizens living within its 5 square miles. A restroom facility will replace the use of sani-cans improving participant and spectator comfort and site sanitation. The adopted 2003 the Parks, Recreation and Senior Services Master Plan states the completion of Steven J. Underwood Memorial Park (including field lighting and restroom facilities) is a number one priority to meet the community need for field play time. The 2004 Capital Improvement Plan includes funds in the amount of \$362,320.00 for the construction of lights for one sports field and a restroom facility. Of this amount \$120,000 funds were budgeted for restroom construction. This amount is not sufficient to build a restroom facility of adequate size to serve user volume and meet ADA requirements and therefore the restroom project was postponed one year in hopes of receiving additional

IAC matching funds. If the proposed \$177,000.00 matching grant funds are awarded by IAC, a restroom facility and an additional set of sports field lights will be constructed in 2005.

Des Moines has six sports fields for community use. Three of which are newly completed fields located at Steven J. Underwood Memorial Park (one of the fields will be lighted in 2004). Two lighted fields are located at Field House Park, a 5-acre park (Historic Landmark) built in 1939 as part of the depression-era Federal Works Progress Act. A sixth unlit multi-use field is located at Zenith Park, an undeveloped school site leased to the City by the site's owner Highline School District. The Zenith site is on the District's list of surplus property to be sold within the next few years, which could further reduce usable playing spaces in Des Moines.

Des Moines was awarded a \$300,000 IAC-YAF New Development Grant to build two of the park's three competition level softball fields. A recently approved \$75,000 IAC-YAF Improving Projects Grant will provide matching funds to light one of the three ballfields at Steven J. Underwood Memorial Park. Two of the fields at Steven J. Underwood Park are still in need of lighting.

Over the past decade, Des Moines' service area has doubled in size through the annexation of unincorporated King County areas. The annexation areas (mostly residential) are built out and lack parks with sports fields. Consequently, Des Moines has 60% fewer fields per capita than the surrounding cities of Federal Way, SeaTac and Kent. Negatively impacted are local participation levels and quality of experience resulting in conflicts between user groups and teams searching for practice and game fields away from home. Although many of Des Moines' adult athletes have joined teams and play games in neighboring cities, more than 1,600 Des Moines youth league players (Little Leagues, soccer and Jr. football); Mt. Rainier High School girls softball, Evergreen Lutheran High School baseball and softball teams, 120 adult recreational league players and Des Moines' senior softball league teams compete for time on the few available local fields. Lack of fields could be further exasperated within 5 years when the Highline School District plans to put the Zenith Park site up for sale. If the City is unable to retain the Park for continued outdoor recreation uses, field lighting will be the only remedy available for sustaining field time.

Steven J. Underwood Memorial Park serves the entire community and especially the Pacific Ridge neighborhood (3,681 residents) with the majority of its population below 80% of the median income level. Area youth attend Midway Elementary School (56% of the students are on the free and reduced lunch program), Pacific Middle School (43% of the students are on the free and reduced lunch program), and Mt. Rainier High School (25% of the students are on the free and reduced lunch program). All youth, especially those living in low-income areas with transportation barriers will benefit from having improved hours of use at this vital outdoor recreational resource.

Discussion

A Resolution of the City Council of the City of Des Moines authorizing application for funding assistance for a Washington Wildlife and Recreation Program (WWRP) project to the Interagency Committee for Outdoor Recreation (IAC) as provided in chapter 79A.15 RCW, Acquisition of Habitat Conservation and Outdoor Recreation Lands is a standard requirement when applying for IAC funds.

The resolution authorizes the Des Moines City Manager to make formal application to IAC for funding assistance to accomplish the Steven J. Underwood Memorial Park Ballfield Lighting and Restroom Project. Funding assistance received shall be used for implementation of the project referenced above. The City of Des Moines is required to provide a 50% match and

certify that its share of project funding is committed for the park and will be derived from the 2004 City of Des Moines Capital Improvement Program and volunteer efforts.

The City of Des Moines also acknowledges that any facility developed with IAC financial aid must be placed in use as an outdoor recreation facility and be retained in such use in perpetuity unless otherwise provided and agreed to by the City of Des Moines and IAC. The City of Des Moines acknowledges that generally, IAC approves removing facilities from the perpetuity requirement only when the facilities have reached their designed life expectancy, or because of unexpected events such as extraordinary vandalism, acts of nature, or fire. Steven J. Underwood Memorial Park land acquisition and development project have received past IAC funds and therefore, the city has already agreed to the above terms.

Financial Impact:

Matching funds for the Steven J. Underwood Memorial Park Ballfield Lighting and Restroom project is budgeted in the 2004 Capital Improvement Plan:

<u>2004 Project Budget</u>	\$362,320.00
2003 Project Budget Remainder (incomplete electrical work)	\$ 7,988.00
Subtotal	<u>\$370,308.00</u>
Anticipated Project funds expended in 2004	\$216,308.00
2004 CIP Project Remainder	\$154,000.00

<u>2005 Project Budget</u>	
2004 CIP Project Remainder to Match IAC Grant (restroom funds of \$154,000 and donated design services of \$23,000)	\$177,000.00
Anticipated 2005 IAC Grant (match for restroom and lighting project)	<u>\$177,000.00</u>
Total	<u>\$354,000.00</u>
Anticipated Project funds expended in 2005	\$354,000.00

It is anticipated that remaining funds in the amount of approximately \$177,000.00 (including the donation of restroom designs valued at \$23,000 by architect David Clark and the City of Kent and volunteer labor) will be used to match an Interagency Committee for Outdoor Recreation Local Parks grant in the amount of \$177,000 to provide a restroom building and lighting for one additional sports field.

Recommendation/Conclusion:

Staff recommends that City Council authorize Draft Resolution No. 04-072 related to funding assistance for the Steven J. Underwood Memorial Park Ballfield Lighting and Restroom Project.

Concurrence:

Parks, Recreation and Senior Services staff concur with this request.

CITY ATTORNEY'S FIRST DRAFT 04/20/04

DRAFT RESOLUTION NO. 04-072

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, authorizing application for funding assistance for a Washington Wildlife and Recreation Program (WWRP) project to the Interagency Committee for Outdoor Recreation (IAC) as provided in chapter 79A.15 RCW, Acquisition of Habitat Conservation and Outdoor Recreation Lands.

WHEREAS, the Des Moines City Council has approved a comprehensive plan that includes this project area, and

WHEREAS, under the provisions of WWRP, state funding assistance is requested to aid in financing the cost of facility development, and

WHEREAS, the City Council considers it in the best public interest to complete the facility development project described in the application; now therefore,

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

Sec. 1. The City Manager is authorized to make formal application to IAC for funding assistance to accomplish the Steven J. Underwood Memorial Park Ballfield Lighting and Restroom Project.

Sec. 2. Any fund assistance received shall be used for implementation of the project referenced above.

Sec. 3. The City of Des Moines hereby certifies that its share of project funding is committed and will be derived from the 2004 City of Des Moines Capital Improvement Program and volunteer efforts.

Sec. 4. The City of Des Moines acknowledges that it is responsible for supporting all non-cash commitments to the sponsor share should they not materialize.

Sec. 5. The City of Des Moines acknowledges that any facility developed with IAC financial aid must be placed in use as an outdoor recreation facility and be retained in such use in perpetuity unless otherwise provided and agreed to by the City

Resolution No. ____
Page 2 of ____

of Des Moines and IAC. The City of Des Moines acknowledges that generally, IAC approves removing facilities from the perpetuity requirement only when the facilities have reached their designed life expectancy, or because of unexpected events such as extraordinary vandalism, acts of nature, or fire.

Sec. 6. This resolution becomes part of a formal application to IAC.

Sec. 7. This resolution is adopted by the Des Moines City Council in an open public meeting, following an opportunity for public comments on the subject addressed herein.

ADOPTED BY the City Council of the City of Des Moines, Washington this ____ day of _____, 2004 and signed in authentication thereof this ____ day of _____, 2004.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

DRAFTRES:04-072

passed
Tim to last page

AGENDA ITEM

SUBJECT: Approve Interlocal Agreement with Washington State Criminal Justice Training Commission (WSCJTC) for Maintenance of their Equipment

AGENDA OF: May 13, 2004

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: April 30, 2004

CLEARANCES:

[X] Finance *pl*

[X] Public Works *W. Smith*

[X] Legal *W. Smith*

[X] Police *Bob*

APPROVED BY CITY MANAGER
FOR SUBMITTAL: *AM*

ATTACHMENTS:

1. Interlocal Agreement which includes Attachments A and B.

Purpose and Recommendation:

The purpose of this agenda item is to seek City Council approval for an Interlocal Agreement between the City and the Washington State Criminal Justice Training Commission (WSCJTC) to service/maintain their equipment (vehicles) using our Equipment Rental mechanics at an hourly rate. The City of Des Moines Police Department will also gain the use of the WSCJTC firearms range at no cost.

Suggested Motion:

"I move to approve the Interlocal Agreement with the Washington State Criminal Justice Training Commission for fleet maintenance in exchange for use of their firearms range and to authorize the City Manager to sign the agreement substantially in the form as submitted."

Background:

In an effort to reduce City costs, the Police Department approached Public Works about the possibility of performing service and light maintenance on WSCJTC vehicles at an hourly rate at times when City Fleet Maintenance Personnel are not servicing City owned vehicles or equipment. Additionally, this would provide the City of Des Moines Police Department the use of the WSCJTC firearms range at no cost. The WSCJTC would pay for the vehicle services which would be less expensive to them than performing their own services and more convenient than sending out to private vendors.

Discussion:

The WSCJTC does not currently have the capability or staffing to perform their own vehicle services and light repairs at their facility. The Des Moines Police Department doesn't have a firearms range for officers to practice and test their skills and the City Equipment Rental shop doesn't have the ability to fill under utilized labor hours and generate revenue.

This Interlocal Agreement would be beneficial to both parties, specifically reducing costs for the Police Department and generating funds for the equipment rental budget. The Equipment Rental budget would be reimbursed to cover any variable City costs and would take into account City needs over the WSCJTC as spelled out in Attachment A of the agreement. In fact the WSCJTC revenue would help offset a portion of the cost of maintaining City of Des Moines Fleet Vehicles, thereby reducing actual City operation costs. The actual rates are contained in Attachment B of the agreement.

The City Equipment Rental already has a similar agreement with Fire District # 26 and Midway Sewer District to provide fuel. These existing agreements have worked out well for all the parties involved.

Alternatives:

Continue in the same manner we are currently operating, i.e. Police paying for their firearm shooting privileges at ranges in Tacoma, Bellevue and Ravensdale; the Police Department paying for training travel time to these out of the area ranges; the WSCJTC paying someone else to service and maintain their vehicles; and the Equipment Rental Shop not taking advantage of underutilized time plus related revenues to help offset the city budget.

Financial Impact:

Page two of Attachment A and Attachment B explain the financial impact to the City which ultimately is expected to be positive. The City will benefit by recouping some shop costs which would be paid for by the WSCJTC. Our costs have been computed by the Finance Department to include wages, fringe benefits and some of the overhead plus a 15% surcharge on parts to cover all City variable costs, including billing.

Recommendation/Conclusion:

Staff recommends that this agreement be approved. Section 8 of the agreement allows for cancellation of the agreement should it prove to be detrimental to City operations and finances.

Concurrence:

Equipment Rental, Police Department and Finance have agreed this is feasible and an expected win-win situation.

**INTERLOCAL AGREEMENT
MAINTENANCE OF THE BASIC LAW ENFORCEMENT ACADEMY VEHICLE
FLEET**

In Accordance with the Interlocal Cooperation Act (RCW 39.34), the City of Des Moines, a Washington Municipal Corporation, and the Washington State Criminal Justice Training Commission, an agency of the State of Washington, hereby enter into the following Agreement:

WHEREAS, The Washington State Criminal Justice Training Commission (WSCJTC) desires to have the City of Des Moines service and maintain the Basic Law Enforcement Academy vehicle fleet, and

WHEREAS, the City of Des Moines has the facilities for service and maintenance of equipment through its Equipment Division;

NOW, THEREFORE, the parties mutually agree as follows:

1. The City of Des Moines agrees to service and maintain the Basic Law Enforcement Academy fleet vehicles at the City of Des Moines equipment maintenance garage located at 21650 11th Avenue South, Des Moines WA 98198. The vehicle fleet is described in Attachment A, entitled "Level of Service", which is herein incorporated by reference. WSCJTC may add or delete vehicles to the list by making a written request to the City of Des Moines Equipment Department. The City of Des Moines Equipment Department must approve in writing all additions before any services can be performed. All requests for additional vehicles to be added to this agreement will be considered on an individual basis. Additional vehicles will not be added if it will have a negative impact on the quality of service now given to the City of Des Moines.

2. The City of Des Moines further agrees to provide the WSCJTC a monthly statement of costs for its service and maintenance of WSCJTC vehicles. Upon receipt of the monthly statement, CJTC agrees to remit payment to the City of Des Moines within ten (10) days of the 1st of the month following the month in which the statement is received. The City of Des Moines' shop cost information is contained in Attachment B, and is herein incorporated by reference.

3. The WSCJTC does release, indemnify and promise to defend and save harmless the City of Des Moines, its officers, employees and agents from and against any and all liability, loss damage, expense, actions and claims, including costs and reasonable attorney's fees incurred by the City of Des Moines, its officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the performance of service pursuant to this Agreement; provided, however, this paragraph does not purport to indemnify the City of Des Moines against liability for damages arising out of bodily injuries to persons or damages caused by or resulting from the sole negligence of the City of Des Moines, its officers, employees and agents.

ATTACHMENT 1

4. The WSCJTC further agrees to allow the Des Moines Police Department use of the WSCJTC Firearms Range on dates and times mutually agreed upon by WSCJTC Staff and the City of Des Moines Police Department Staff. There shall be no fees or costs incurred by either the WSCJTC or the City of Des Moines Police Department for the use of the range.

The City of Des Moines does release, indemnify and promise to defend and save harmless the WSCJTC, its officers, employees and agents from and against any and all liability, loss damage, expense, actions and claims, including costs and reasonable attorney's fees incurred by the WSCJTC, its officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the performance of service pursuant to this Agreement; provided, however, this paragraph does not purport to indemnify the WSCJTC against liability for damages arising out of bodily injuries to persons or damages caused by or resulting from the sole negligence of the WSCJTC, its officers, employees and agents.

5. This Agreement shall remain in effect for a period of three years commencing from May 1, 2004 through April 30, 2007. In the event both entities are satisfied, the Agreement may be extended by mutual agreement and written notice not less than sixty (60) days prior to the expiration of the initial contract term to the same addresses as listed in Item 6.

6. This agreement shall be administered by the following representatives of the City of Des Moines and the WSCJTC, or by their designees or successors:

City of Des Moines	Criminal Justice Training Commission
Attn: City Manager	Attn: Director
21630 11 th Avenue South	19010 1 st Avenue South
Des Moines, WA 98198	Burien, WA 98148
(206) 878-4595	(206) 835-7372

If a dispute arises from or relates to this 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 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 settled through arbitration which shall be conducted under the American Arbitration Association's Arbitration Rules. The arbitrator may be selected by agreement of the parties or through the American Arbitration Association. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

7. The parties do not intend to acquire, hold or dispose of any jointly-owned real or personal property in connection with the performance of this Agreement.

8. Either party may terminate this agreement upon giving the other party thirty (30) days written notice or in the event of an emergency, twenty-four (24) hours written notice. Any notices shall be sent to the following addresses:

City of Des Moines
Attn: City Manager
21630 11th Avenue South
Des Moines, WA 98198
(206) 878-4595

Criminal Justice Training Commission
Attn: Director
19010 1st Avenue South
Burien, WA 98148
(206) 835-7372

9. This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein; provided, however, that any change(s) hereto duly executed by both parties shall in incorporated in written agreements to this Agreement with the same formalities as are required for the execution of this Agreement.

10. If any provision of this Agreement, or its application to any person or circumstance is held invalid, the remainder of the Agreement or the application of the provisions to other persons or circumstances shall not be affected.

IN WITNESS WHEREOF, the parties have affixed their signatures on the dates below.

WASHINGTON STATE CRIMINAL
JUSTICE TRAINING COMMISSION

CITY OF DES MOINES

Dr. Michael Parsons
Its Director
Date _____

Criminal Justice Training Commission
19010 1st Avenue South
Burien, Washington 98148

Anthony A. Piasecki
Its City Manager
Date _____
As Directed by the Des Moines City Council
in Open Public Meeting on _____
City of Des Moines
21350 11th Avenue South
Des Moines, Washington 98198

APPROVED AS TO FORM:

Linda A. Marousek, City Attorney

LEVEL OF SERVICE

Services will be performed based on mileage and date in accordance with recommended manufacturer's procedures.

Each vehicle will have a label of windshield sticker indicating mileage and due date for next service. Services may be requested by the Washington State Criminal Justice Training Commission (WSCJTC) when vehicles are close to a service mileage or date, or will be called in by the City of Des Moines Equipment Department.

The following is a list of vehicles listed as belonging to the WSCJTC and the criteria used for servicing:

Year	Type	Model	Service Mileage	Service Date
1990	Chevrolet	Caprice	4000	6 months
1992	Chevrolet	Caprice	4000	6 months
1992	Chevrolet	Caprice	4000	6 months
1992	Chevrolet	Caprice	4000	6 months
1992	Chevrolet	Caprice	4000	6 months
1992	Chevrolet	Caprice	4000	6 months
1992	Chevrolet	Caprice	4000	6 months
1993	Ford	Crown Victoria	4000	6 months
1994	Ford	Crown Victoria	4000	6 months
1995	Ford	Crown Victoria	4000	6 months
1996	Ford	Crown Victoria	4000	6 months
1996	Ford	Crown Victoria	4000	6 months
1996	Ford	Crown Victoria	4000	6 months
1996	Ford	Crown Victoria	4000	6 months
1996	Ford	Crown Victoria	4000	6 months
1997	Ford	Crown Victoria	4000	6 months
1987	Oldsmobile	Delta	4000	6months
1988	Ford	Thunderbird	4000	6 months
1988	Ford	Mustang	4000	6 months
1988	Honda	Accord	4000	6 months
1990	Dodge	Dynasty	4000	6 months

The amount of work done during each service is based on the vehicle's overall mileage, pervious repair history, condition and age. For example, the first 4,000 mile service may require only an oil change, lube and safety inspection; whereas the third service may consist of not only the oil change, lube and safety inspection, but also may require fuel system adjustment, air conditioner servicing and wheel bearings packed.

ATTACHMENT "A"

All service intervals include a safety check, critical components, vehicle appearance check, clean engine oil and oil filter change, chassis lubrication and check/fill other fluid levels. Other services performed at appropriate intervals include: change air filter element, tires (rotate, replace and balance), emission control service, transmission service, brake inspection/replacement, front wheel bearings, engine tune-up, starter/charging system checks, cooling system inspection and major component inspections.

Any service that cannot be performed in house, or is more cost effective to be done by commercial vendor, will be outsourced using cost competitive practices. There must be an approval by WSCJTC before the service is performed.

The City of Des Moines equipment and vehicles will have priority for service and/or repair work over WSCJTC vehicles.

WSCJTC vehicles will be delivered and returned from the City of Des Moines Equipment Shop by WSCJTC personnel.

For vehicle failure (breakdown), vehicles will be towed to the City of Des Moines shop for repair. Tow bill will be paid by the City of Des Moines Equipment Department and added to the work order for WSCJTC monthly billing.

Copies of work orders will be attached to monthly billings. A detailed history of all repair and mileage for the current month and last twelve months will be available. Request reports through the city of Des Moines Equipment Department as needed.

A survey questionnaire will be made available to CJTC to provide comments regarding customer service.

SHOP COST INFORMATION

Billing rate:

Billing rate for labor during normal operating hours will be set at \$50.00 per hour plus any applicable taxes. Billing services will be included in the hourly rate. Oil change, lube and safety inspection will be conducted at a fixed cost of \$30.00.

Repair Parts and Lubrication:

Fifteen (15) percent over City of Des Moines discounted cost plus any applicable taxes.

Overtime:

One and one half (1-1/2) times the billing rate for labor plus any applicable taxes. Overtime will be used only if required and approved by the WSCJTC.

Call Back/Call Out:

WSCJTC only operates during normal business hours. No call back is necessary.

Operating Hours:

Monday through Friday 7:00 AM – 3:30 PM

Cont

AGENDA ITEM

SUBJECT:

Draft Ordinance 04-088 revising speed limits on specific streets in the City of Des Moines.

ATTACHMENTS:

1. Draft Ordinance 04-088
2. Excerpt from PS&T Committee Minutes of 02/05/04, Item 2 with attachments, and recommendation.
3. Vicinity Map

AGENDA OF: May 13, 2004

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: May 3, 2004

CLEARANCES:

[] Finance

[X] Public Works

[X] Legal

[X] Police

**APPROVED BY CITY MANAGER
FOR SUBMITTAL:** 

Purpose and Recommendation:

The purpose of this item is to present, for Council's consideration, Draft Ordinance No. 04-088 that will amend Des Moines Municipal Code 10.20 by revising speed limits and updating classifications on specific streets within the City limits.

MOTIONS:

FIRST MOTION: "I move to suspend Rule 26(b) in order to enact Draft Ordinance No. 04-088 on first reading."

SECOND MOTION: "I move to enact Draft Ordinance No. 04-088, amending DMMC 10.20.010 and 10.20.020 to revise speed limits on designated City streets."

Background:

A presentation was made to the Public Safety and Transportation (PS&T) Committee on February 5, 2004. The recommendations from Public Works were accepted by the PS&T Committee and are now being presented to the full Council for approval in the form of Draft Ordinance No. 04-088.

Discussion:

- **South 216th Street from 13th Avenue South to 11th Avenue South**

Numerous requests have been made to re-evaluate the 25mph speed limit on this street section. Many of these complaints are from the public, who believe that a 25mph speed limit on this street section is inappropriately low. Inappropriate speed limits are typically

disregarded and seen by the public as “speed traps”. For this reason, Engineering strives to set speed limits at a safe and reasonable level.

Customarily, the “85th percentile speed” is generally considered a roadway’s reasonable speed unless other factors dictate that the speed should be reduced (the 85th percentile speed is the speed at which 85% of vehicles are traveling at or under). Engineering has conducted a speed study and has discovered that the 85th percentile speed of this street section is 36mph (speed study attached for reference).

Vehicular and pedestrian accident history, roadway geometry, and stopping sight distance are not factors which necessitate a 25 mph speed limit on this street section. For these reasons, and based on our speed studies, Engineering believes that under current conditions the 25 mph posted speed limit is too low. The resulting recommendation is to increase the speed from 25 mph to 35 mph consistent with the 85th percentile speed. Upon adoption, appropriate signage changes will be made.

- **16th Avenue South from South 272nd to South 279th Street**

This portion of 16th Avenue South was annexed from King County to the City of Des Moines in 1997. The street still retains King County’s 40 mph posted speed limit; however, this speed limit has not been formally adopted in the DMMC. All city streets have a default speed limit of 25 mph unless they are posted otherwise and noted in DMMC sections 10.20.010 or 10.20.020. A speed study, an analysis of geometry, and an accident history study have been conducted and indicate that 40 mph is a safe and reasonable speed limit for this street section. Engineering recommends that the DMMC be updated to reflect this posted speed limit.

- **Marine View Drive South from SR 516 (Kent-Des Moines Road) to South 252nd Street**

This street is currently posted at 35 mph and is listed in DMMC 10.20.020 (State Routes). This street section no longer serves as a State Route and therefore should be stricken from DMMC 10.20.020 and instead listed in DMMC 10.20.010 (City Streets). This change is solely to make sure that the code is technically correct; the 35 mph speed limit will remain unchanged.

Alternatives:

Leave the speed limit on lower 216th Street at 25 mph.

Do not officially adopt the 40 mph posted speed limit on 16th Avenue South Between South 272nd Street and South 279th Street.

Leave the DMMC in error regarding Marine View Drive’s status as a State Route between Kent-Des Moines Road and South 252nd Street.

Financial Impact:

There is no financial impact.

Recommendation/Conclusion:

Staff recommends that the Council approve Draft Ordinance 04-088 as suggested by the PS&T Committee. Approval will bring the speed limit on South 216th Street to a safe and reasonable level, the DMMC will be amended to reflect the 40 mph posted speed limit on 16th Avenue South, and Marine View Drive will be properly reflected as a City street in the DMMC.

Concurrence:

PS&T Committee, Police Department, Legal and Public Works

p:\users\linda\doc\Agenda\20042\speed limits

RVICKI/DOG/DRAFTORD/AG04-088

CITY ATTORNEY'S FIRST DRAFT 05/04/04

DRAFT ORDINANCE NO. 04-088

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to the traffic code, amending DMMC 10.20.010 and DMMC 10.20.020, and revising speed limits on certain streets that are located in the City of Des Moines.

WHEREAS, RCW 46.61.400 sets the maximum speed limit for City streets at twenty-five (25) miles per hour and for state highways at sixty (60) miles per hour, and

WHEREAS, RCW 46.61.415 provides the authority and circumstances under which cities may alter these speed limits, and

WHEREAS, the portion of Marine View Drive South from SR 516 (Kent-Des Moines Road) to South 252nd Street is no longer designated a state highway, and

WHEREAS, the City Council of the City of Des Moines finds that on the basis of an engineering and traffic investigation conducted by the Public Works Department, speed limits contained in this ordinance are reasonable and safe maximum limits and should be established; now therefore,

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

Sec. 1. DMMC 10.20.010 and section 3(14) of Ordinance No. 451 as amended by section 1 of Ordinance No. 667 as amended by section 1 of Ordinance No. 707 as amended by section 1 of Ordinance No. 981, formerly DMMC 10.04.060, as amended by section 12(3) of Ordinance No. 1053, as amended by section 1 of Ordinance No. 1054, as amended by section 1 of Ordinance No. 1142, as amended by section 1 of Ordinance No. 1177, as amended by section 1 of Ordinance No. 1184 are each amended to read as follows:

Increasing speed limits in certain zones. It is determined upon the basis of an engineering and traffic investigation that the 25 miles per hour speed limit permitted by state law for City streets is less than is reasonable and safe for operation of vehicles on the following streets or highways. The speed limit shall be as set forth in this section on those streets or highways or parts of streets or highways designated in this section at

all times when signs are erected giving notice thereof:

Name of Street	Speed Limit (Miles per Hour)
South 216th Street from I 5 to 13th Avenue South	35
24th Avenue South from South 208th Street to SR 516 (Kent-Des Moines Road)	30
20th Avenue South from SR 516 (Kent- Des Moines Road) to South 240th Street	30
16th Avenue South from South 220th Street to SR 516 (Kent-Des Moines Road)	30
7th Avenue South from Marine View Drive South to South 227th Street	30
8th Avenue South from South 194th Street to South 200th Street	30
South 222nd Street from SR 99 (Pacific Highway South) to 12th Avenue South	30
South 223rd Street from 24th Avenue South to 12th Avenue South	30
South 227th Street from Marine View Drive South to 7th Avenue South	30
South 240th Street from SR 99 (Pacific Highway South) to Marine View Drive South	35
Des Moines Memorial Drive from South 208th Street to SR 509 (Marine View Drive South)	35
Marine View Drive from South 252nd Street to Woodmont Drive	35
Woodmont Drive from Marine View Drive to 16th Avenue South	35
South 260th Street from 16th Avenue South to SR 99 (Pacific Highway South)	35

16th Avenue South from SR 516
(Kent-Des Moines Road) to
South 272nd Street 35

16th Avenue South from South 272nd
Street to South 279th Street 40

South 216th Street from 13th Avenue
South to 11th Avenue South 35

Marine View Drive South from SR 516
(Kent-Des Moines Road) to South 252nd
Street 35

Sec. 2. DMMC 10.20.020 and section 3(15) of Ordinance No. 451 as amended by section 1 of Ordinance No. 470 as amended by section 1 of Ordinance No. 509 as amended by section 1 574 as amended by section 2 of Ordinance No. 677, as amended by section 1 of Ordinance 694 as amended by section 2 of Ordinance 981 formerly DMMC 10.04.070, as amended by section 12(4) of Ordinance No. 1053, are each amended to read as follows:

Decreasing speed limits in certain zones. It is determined upon the basis of an engineering and traffic investigation that the 25 miles per hour speed limit permitted by state law for City streets and the 60 miles per hour speed limit permitted by state law for state highways is greater than is reasonable and safe for operation of vehicles on the following streets or highways. The speed limit shall be as set forth in this section on those streets or highways or parts of streets or highways designated in this section at all times when signs are erected giving notice thereof:

Name of Street	Speed Limit (Miles Per Hour)
South 229th Street from 19th Avenue South to 23rd Place South	20
23rd Place South from South 229th Street to South 228th Street	20
South 228th Street from 23rd Place South to 24th Avenue South	20

11th Avenue South from South 223rd Street to South 224th Street	20
South 224th Street from 11th Avenue South to 12th Avenue South	20
12th Avenue South from South 224th Street to South 230th Street	20
SR 99 (Pacific Highway South) from SR 516 (Kent-Des Moines Road) at M.P. 15.49 to South 216th Street at M.P. 16.52	45
SR 516 (Kent-Des Moines Road) from SR 509 (Marine View Drive South) to I 5	35
SR 509 (Marine View Drive South/South 216th Street) from the intersection with Des Moines Memorial Drive to SR 516 (Kent-Des Moines Road)	30
Marine View Drive South from SR 516 (Kent-Des Moines Road) to South 252nd Street	35

Sec. 3. Severability - Construction.

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

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

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

PASSED BY the City Council of the City of Des Moines this _____ day of _____, 2004 and signed in authentication thereof this _____ day of _____, 2004.

Ordinance No. _____
Page 5 of _____

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published: _____

Effective Date: _____

DRAFTORD/04-088

Public Safety and Transportation Committee Minutes for February 5, 2004

The meeting was called to order at 6:32PM February 5, 2004, in the City Hall Council Chambers with the following in attendance:

Councilmembers

Scott Thomasson, Chairman
Gary Petersen
Dan Sherman (arrived 6:47PM)

Public Works Staff

Maiya Andrews
Mike Holmes

Other Staff

Tony Piasecki
Linda Marousek
Roger Baker
Kevin Tucker
Scott Romano

There were also 13 citizens in attendance.

The purpose of the meeting was to discuss two major issues:

~~1. Possible closure of South 212th Street between Des Moines Memorial Drive and 7th Place South as a result of a slide/washout due to a broken water line.~~

2. Speed limits in various areas within City Limits, i.e., South 216th Street, 16th Avenue South, and school zones.

~~1. Closure of South 212th Street~~

~~A presentation was given by Michael Holmes, which included 1) roadway background, 2) options available i.e., reconstruct, re-open in previous condition, re-open as a one-way road, or to close the road permanently, 3) arguments for reconstruction, 4) current road deficiencies, 5) legal issues, 6) other considerations peculiar to that area, and 7) Engineering's recommendation to close the road.~~

~~Mr. Holmes also furnished a Draft Memorandum entitled, "Field Inspection/Preliminary Recommendation for South 212th Street Washout", developed by CH2MHill engineering consultants for presentation to committee members to further clarify the roadway situation.~~

~~A copy of Mike Holmes' detailed presentation and CH2M Hill's memo are attached for reference.~~

~~City Attorney Linda Marousek explained that the MRSC (Municipal Research & Services Center) does not indicate that an ordinance and public hearing are required to permanently close a road; however, it is highly recommended that they are done to give the public as much notice as possible.~~

~~Councilmember Thomasson requested that the citizens along 7th Place South up to South 200th Street be notified about the public hearing. Staff was also requested to check with SeaTac Disposal and the local utilities. Also requested was a sketch detailing what the road end would look like after the closure. Staff was also asked to again verify what effect the closure would have on emergency services.~~

Recommendation:

~~Hold a public hearing at the next Council meeting which will be February 12, 2004. At the same meeting, staff will bring a Draft Ordinance to close the road for Council's consideration and approval.~~

2. Speed Limits:

- ♦ S. 216th Street: Presentation and recommendation to raise speed limit to 35mph on the lower portion of S. 216th based on a study that was done by Mike Holmes. Road curves and geometric design may preclude raising speed limit above 25 from Marine View Drive east to 11th. Copy attached for reference.
- ♦ S272nd – 16th – MVD: Councilmember Thomasson indicated that the posted 40 mph speed limit on 16th Avenue South between Pacific Highway South and S. 272nd is not in the City Code. He indicated that a speed study would not be necessary but City Code should be revised to reflect the 40mph speed limit. Mike Holmes indicated there is a similar situation on Marine View Drive. Councilmember Thomasson stated that any speed limit locations that are not listed properly in the Code should be included in an Ordinance to correct the Code.

3. ~~Bicycle Lane Striping~~

~~Councilmember Thomasson would like to have the bike lane striping at 22nd Ave S. and S. 252nd Street investigated and reported findings back to the Committee.~~

4. ~~School Zone Speed Limits~~

~~Councilmember Thomasson requested that Legal, Police, and Public Works work together to clarify the legalities of what it means with regard to a school zone speed limit with "when children are present" added to the signage, speeding ticket procedures in these areas, etc. Report back in one month along with any information that would need to be put into the speed limit ordinance.~~

Recommendation:

Speed Limit Ordinance to be brought to PS&T Committee and to Council as soon as possible.

Next PS&T Committee meeting is scheduled for March 11, 2004, at 6:30PM. The meeting was adjourned at 7:30PM.

Submitted by:

Maiya I. Andrews
Asst. City Engineer

w/attachments:

~~Mike Holmes S. 212th Presentation~~
~~CH2MHill's Draft Memo re S. 212th~~

→ S. 216th Street Speed Limit Memo and Study

~~NOTE AS INFORMATION: During the regular Council meeting on February 5, 2004, Councilmember Thomasson requested an updated status report for the Kent Des Moines Road Project be made to the PS&T Committee at the meeting on March 11, 2004. Staff is unprepared to make a comprehensive report of the Kent Des Moines Road Project at this time and may have to defer this report until the next scheduled PS&T meeting.~~

MEMORANDUM

November 8, 2001

To: Bob Olander

From: Tim Heydon

Copy: Maiya Andrews
Mike Holmes

Re: Recommended speed limit for lower South 216th Street

As you requested, Engineering did an analysis of the speed, road condition and accident history of the lower portion of South 216th Street.

A summary of the results and analysis is attached. As a result, I am recommending that the speed limit be raised from the present 25 mph to 35 mph. If you agree, let me know and I will work on the required change to the City Code.

MEMORANDUM

From : Mike Holmes, Civil Engineer (Transportation)
To : Timothy Heydon, P.E. -- Public Works Director
Date : 10/2/2001
Re : Speed limit analysis on lower South 216th Street

As per your request, traffic counters were set out on lower South 216th Street in order to re-examine the 25 mph posted speed limit on this road section. The counters were placed East of 11th Avenue South for one week (9/25/2001 to 10/2/2001). During this time police were asked not to enforce speed limits in this area in order to get an accurate assessment of actual traffic speeds.

The study revealed the following:

- Average daily weekday traffic on lower 216th Street is $\approx$ 8000 veh./day with a 50/50 Eastbound/Westbound split.
- 85% of traffic is traveling at or below 36 mph on this stretch of roadway (11 mph greater than the 25 mph posted speed limit)

The 85th percentile speed is generally used to set the speed limit on a roadway unless geometry, sight distance, or other factors dictate otherwise. In this case, none of the aforementioned factors seem to warrant a 25 mph posted speed. Poor compliance with the posted speed limit is most likely because the speed limit is set too low for roadway conditions in this area.

My suspicion is that the speed limit was posted at 25 mph out of concern for the elderly pedestrians crossing 216th from the Wesley Homes facilities located on both sides of the street. Unfortunately, studies show that speeds posted below the 85th percentile speed have little effect in influencing drivers to slow below their perceived "safe speed".

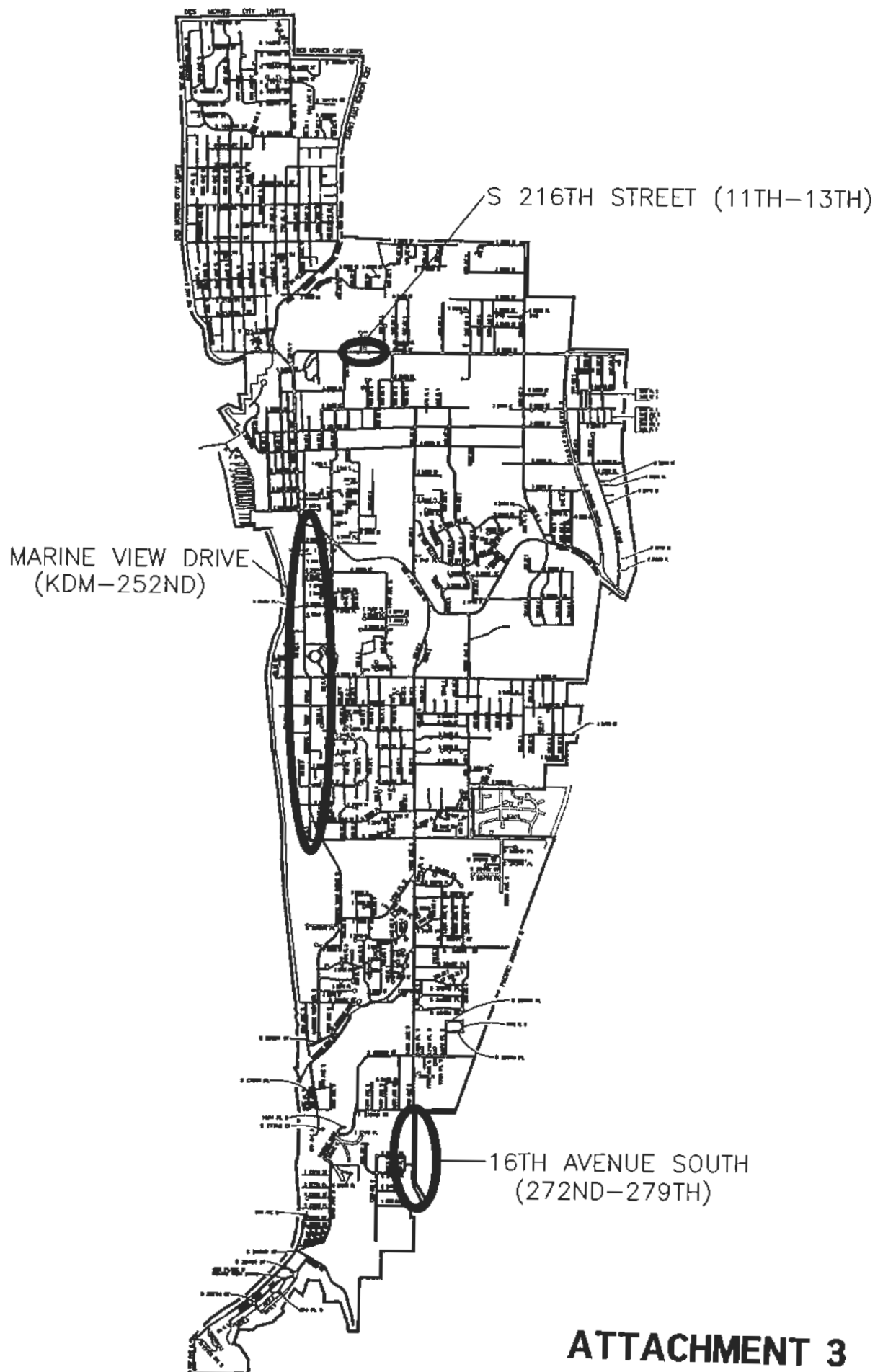
Recommendation:

The critical question is whether raising the posted speed will cause drivers to increase their speed on lower 216th Street thereby increasing vehicular and pedestrian accidents. It is safe to assume that motorists have been driving at/near the current 85th percentile speed since the day the road was opened. I located very few vehicular accidents, and *no* pedestrian accidents on lower 216th, therefore it is probably safe to consider the current 85th percentile speed safe for motorists and pedestrians.

Our recommendation is to set a reasonable posted speed limit of 35 mph because: (1) our sight distance studies show that there is adequate stopping sight distance at this speed, (2) Traffic gaps at the current 85th percentile speed provide ample time for elderly pedestrian crossing, and (3) many studies show that increases of the posted speed limit have little effect in raising the 85th percentile speed.

Speed studies should be done to confirm that after the 35mph posting has not significantly raised the 85th percentile speed as anticipated. This information would also be valuable in future re-assessments of questionable speed limits.

Cc: Maiya Andrews, P.E. – Assistant City Engineer (Transportation)



Cont
eo 5/27

NEW BUSINESS
Item #1

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT:

Jail Administration Services

FOR AGENDA OF: May 13, 2004

DEPT. OF ORIGIN: Municipal Court

DATE SUBMITTED: May 4, 2004

ATTACHMENTS:

- A. Interlocal Agreement for Jail Administration
- B. Policy and Program Implications from other Interlocal Agreements
- C. Draft 2004/2005 Budget for the Jail Administration Interlocal Agreement

CLEARANCES:

☒ Legal

☒ Municipal Court

APPROVED BY CITY MANAGER

FOR SUBMITTAL:

PURPOSE AND RECOMMENDED ACTION

The purpose of this agenda item is to request approval of an interlocal agreement for jail administration services. This interlocal agreement will provide the framework for cities within King county to work together to manage the King County and Yakima County jail contracts, dispose of property held for jail purpose by Bellevue and develop a plan to manager the cities' inmate population after the termination of the King County Jail Contract in 2012.

"I move to approve the Interlocal Agreement for Jail Administration and to authorize the City Manager to sign the agreement substantially in the form as submitted."

BACKGROUND

For the past three years, cities within King County have worked together to provide jail services to city inmates. Of the 39 cities within King County, 37 cities contract with King County for Jail Services (Kent and Enumclaw are not parties), 35 cities in King County contract with Yakima County for Jail services, and 16 cities contract with the City of Renton. Several other cities have contracts with other cities and counties.

In the last year, cities have been working on many different issues related to the phase out of and eventual termination of King County jail services and other treatment facilities by 2012. This new direction places new burdens on the cities over the next several years. A summary is attached to this agenda item that highlights the policy and program implications of other existing interlocal agreements and a summary of some of the future policy decisions that lay ahead of all King County cities (Attachment B). Of particular note is the issue on page three of Attachment B that discusses the pledge by the thirty-five cities that contract with Yakima County to pay for 440 beds in the new Yakima Jail. At this time, the cities are collectively using about 340 beds. Des Moines' bed commitment is 17, while our use has been 7. The Des Moines Municipal Court has been very aggressive with alternative sentencing and making use of other jail contracts (particularly with Enumclaw and Fife) that have lower rates than Yakima. The cities are currently working with Yakima to re-negotiate the agreement to address the bed number.

DISCUSSION

The purpose of the Interlocal Agreement for Jail Administration is to:

1. Clarify the roles of cities in planning, implementation, operation and administration of the interlocal agreements related to the provision of current jail services;
2. Plan for the future facilities and programs for municipal inmates; and
3. Establish a formula for the payment of unused beds should the cities collectively fail to meet their Minimum Bed Commitment with Yakima County.

This interlocal agreement does not decide the outcomes of future planning efforts, nor does it bind any city to participate in these efforts. It sets up a cooperative process to create the plan for how these future efforts will be undertaken. To facilitate this process, this interlocal creates a governance structure which:

1. Implements the administration group (the Jail Administration Group or JAG) created by the King County Jail Contract;
2. Creates a group to facilitate cooperation in the examination of policy issues, questions and/or disputes involving the administration of the King County Jail Contract and the Yakima Jail Contract;
3. Outlines how the jail property in Bellevue (transferred to the cities from King County in the King County Jail Contract) will be dealt with; and,
4. Allows for planning for new misdemeanor secure jail facilities, non-secure alternative facilities or programs to create additional misdemeanor capacity.

To accomplish these tasks, this interlocal agreement creates:

1. Three different committees with specific responsibilities (see below)
2. An annual budget and assessment method for all cities to pay for staff support; and
3. A fiscal agent (currently Tukwila) to manage fiscal responsibilities.

The three main groups created are:

1. The Jail Oversight Assembly made up of an elected official from each participating city. The Assembly will meet at least once a year to provide guidance to the JAG and JOG. This will

include issues such as annual budget, assessment and work program, and disposition of jail property, new misdemeanor facility, fiscal agent and other policies as necessary.

2. The Jail Administrative Group (JAG) made up of 6 City appointed officials, with one from Seattle, one from Bellevue, and four from the remaining cities, one of which will include an Suburban Cities Association city that is the largest jail user and is party to both the King County and Yakima County ILAs. The JAG will administer this and other jail related agreements. This will include making recommendations to the Assembly, working closely with the JOG, and supervising staff. These 6 members will also serve as the city representatives to the King County JAG.
3. The Jail Operations Group (JOG) made up of a representative from each of the cities. The JOG will advise the Assembly and JAG on operational issues of the jail contracts.

The Jail Administrative Group (JAG) that was created as a result of the interlocal agreement with King County for jail services has been working in the role of the JAG for this new interlocal agreement regarding jail administration. The JAG has developed a budget for the second half of 2004 and for all of 2005 (see Attachment C). The draft budget for the rest of 2004 includes funds to hire a consultant to work as the JAG administrator and another to conduct a study of alternative booking processes. The 2005 draft budget includes funds to continue the JAG administrator and to conduct a jail planning study to develop alternatives for jail space once the King County Jail is no longer an option in 2012. Once a sufficient number of cities has adopted the Jail Administration Interlocal Agreement (i.e. enough cities to create a quorum as defined in the interlocal), the Assembly will meet and its first task will be to review and act on this draft budget.

ALTERNATIVE

Without this Interlocal Agreement for Jail Administration, there will be no clear governance model to manage the King County and Yakima jail contracts.

FINANCIAL IMPACT

If the draft budget as proposed is adopted, the cost to Des Moines for 2004 would be \$2,622 and \$6,234 for 2005.

RECOMMENDATION (OR CONCLUSION)

To authorize the City Manager to sign the Interlocal Agreement for Jail Administration substantially in the form as attached.

INTERLOCAL AGREEMENT FOR JAIL ADMINISTRATION

ESTABLISHING THE TERM, PURPOSE, MEMBERSHIP, GOVERNANCE, JAIL OVERSIGHT ASSEMBLY (ASSEMBLY), JAIL ADMINISTRATION GROUP (JAG), JAIL OPERATION GROUP (JOG), MEETINGS, FISCAL AGENT, STAFFING, ANNUAL ASSESSMENT, TERMINATION, DISPOSITION OF REAL PROPERTY, INSURANCE AND INDEMNIFICATION REQUIREMENTS AND GENERAL PROVISIONS

This Interlocal Agreement ("Agreement") is dated effective November 1, 2003 and is made and entered into between Algona, Auburn, Town of Beaux Arts Village, Bellevue, Black Diamond, Bothell, Burien, Carnation, Clyde Hill, Covington, Des Moines, Duvall, Enumclaw, Federal Way, Hunts Point, Issaquah, Kenmore, Kent, Kirkland, Lake Forest Park, Maple Valley, Medina, Mercer Island, Milton, Newcastle, Normandy Park, North Bend, Pacific, Redmond, Renton, Sammamish, SeaTac, Seattle, Shoreline, Skykomish, Snoqualmie, Tukwila, Woodinville and the Town of Yarrow Point, Washington, municipal corporations organized under the laws of the State of Washington (collectively the "Cities").

- A. The Cities enter into this Agreement pursuant to and as authorized by the Interlocal Cooperation Act (Chapter 39.34 RCW).
- B. Some of the Cities have entered into a long term Interlocal Agreement with Yakima County, as amended, for the purpose of housing the Cities' inmates in Yakima County jail facilities ("Yakima Jail Contract"). The Yakima Jail Contract commits the Cities to deliver a certain number of inmates to Yakima County to satisfy a Minimum Bed Commitment. The Yakima Jail Contract and any addendums to it are incorporated herein by this reference.
- C. Previously, the Cities negotiated the terms of an agreement regarding the use by the Cities of the Minimum Bed Commitment, including the allocation of jail beds among the Cities and the allocation of charges for jail service under the Yakima Jail Contract; however, that agreement never took effect.
- D. Some of the Cities have entered into a Jail Services Agreement with King County ("King County Jail Contract") providing for the Cities' use of jail beds in King County jail facilities for a limited time not to exceed ten years. The King County Jail Contract is incorporated herein by this reference.
- E. The King County Jail Contract provides for the creation of a Jail Administration Group to respond to any issue regarding the administration, implementation or interpretation of the King County Jail Contract.
- F. King County and the City of Bellevue have entered into a Land Transfer Agreement pursuant to Paragraph 12 of the King County Jail Contract which provides for the transfer of ownership of the eastside Jail site ("Jail Property") to Bellevue on behalf of all of the Cities. The Land Transfer Agreement is incorporated herein by this reference.

- G. The Cities desire to enter into this Interlocal Agreement for Jail Administration in order to set forth the purpose, membership, governance, meeting frequency, fiscal agent, staffing, term, annual assessment, termination, and insurance and indemnification requirements, and regarding the use by the Cities of the Minimum Bed Commitment under the Yakima Jail Contract, including the method for allocating those jail beds as between the Cities, and to establish the formula for payment for unused beds should the Cities collectively fail to meet their Minimum Bed Commitment with Yakima County, as more specifically set forth in this Agreement.
- H. The Cities of Kent and Enumclaw are not parties to the Yakima Jail Contract or the King County Jail Contract. Kent and Enumclaw are included as parties to this Interlocal Agreement to clarify the City of Bellevue's authority with respect to the Jail Property, and to provide for Kent's and Enumclaw's participation in the planning process for disposition of Jail Property proceeds and for future jail facilities.

IT IS HEREBY AGREED AS FOLLOWS:

1. PURPOSE

This Interlocal Agreement is entered into by the Cities to further clarify the role of the Cities and their representatives in planning, implementation, operation and administration of interlocal agreements related to the provision of current jail services, and in planning for future facilities and programs for municipal inmates, and to establish a formula for the payment of unused beds should the Cities collectively fail to meet their Minimum Bed Commitment with Yakima County. This Agreement implements the administration group created by the King County Jail Contract and creates a group in order to facilitate cooperation in the examination of policy issues, questions and/or disputes involving the administration of the King County Jail Contract and the Yakima Jail Contract, the disposition of the Jail Property proceeds, and the planning for new misdemeanor secure jail facilities, non-secure alternative facilities or programs to create additional misdemeanor capacity.

2. CREATION OF THE ASSEMBLY, JAG AND JOG

To accomplish the purposes of this Agreement, the Cities hereby create an oversight group of elected representatives called the Jail Oversight Assembly ("Assembly"), an administrative entity called the Jail Administration Group ("JAG"), and an operations entity called the Jail Operations Group ("JOG"), all as further described in Section 6 of this Agreement.

3. DEFINITIONS

Assembly means the Jail Oversight Assembly created pursuant to Section 6 of this Agreement with the duties described herein.

Average Daily Population ("ADP") means that number of City Inmates confined in Yakima County jail facilities for a year, divided by 365.

Cities means Algona, Auburn, Town of Beaux Arts Village, Bellevue, Black Diamond, Bothell, Burien, Carnation, Clyde Hill, Covington, Des Moines, Duvall, Enumclaw, Federal Way, Hunts Point, Issaquah, Kenmore, Kent, Kirkland, Lake Forest Park, Maple Valley, Medina, Mercer Island, Milton, Newcastle, Normandy Park, North Bend, Pacific, Redmond, Renton, Sammamish, SeaTac, Seattle, Shoreline, Skykomish, Snoqualmie, Tukwila, Woodinville, and Town of Yarrow Point, Washington.

City means a Washington city or town that is a party to this Agreement.

City Member means any city or town that has signed this Agreement.

Estimated Average Daily Population (“EADP”) means that number of City Inmates that each City estimates it will confine in Yakima County jail facilities in a year, divided by 365.

Fiscal Agent means the “fiscal agent” selected by the Assembly pursuant to RCW 39.34.030.

JAG means the Jail Administration Group created pursuant to Section 6 of this Agreement, and the King County Jail Contract.

JOG means the Jail Operation Group created pursuant to Section 6 of this Agreement and with the duties described herein.

Jail Property means that certain real property located in Bellevue, Washington and commonly known as 1440 116th Avenue NE and 1412 116th Avenue NE, Bellevue, Washington, to be conveyed to the City of Bellevue to hold on behalf of all King County cities as third party beneficiaries consistent with the King County Jail Contract.

Minimum Bed Commitment means the bed commitment made by the Cities collectively to maintain an Average Daily Population in Yakima County jail facilities equal to 440 City Inmates from October 1, 2003 through December 31, 2009, or as otherwise set in the Yakima Jail Contract.

Overused Bed Commitment means the difference between a City’s EADP and the actual number of City Inmates sent to Yakima County jail facilities by that City, where the actual number is less than that City’s EADP.

4. TERM

This Agreement shall be dated effective November 1, 2003 and shall continue until December 31, 2012, the date of the expiration of the King County Jail Contract (“Term”). This Agreement may be renewed for any successive periods, by written addendum, under terms and conditions acceptable to all of the Cities. No City that is a party to this Agreement at its inception or thereafter will be required to be a party to any renewal of this Agreement.

5. TERMINATION

5.1 Termination Unrelated to Yakima Jail Contract. Any City may terminate its participation in this Agreement by delivering written notice to the Assembly, by

December 31 in any year, of its intention to terminate effective December 31 of the following year. Any City terminating this Agreement shall remain legally and financially responsible for any obligation incurred by the City pursuant to the terms of this Agreement, including its obligation to pay its annual assessment for the current budget year as described in Sections 8 and 9 of this Agreement.

5.2 Termination for Cause – Yakima Jail Contract. In the event any City's participation in the Yakima Jail Contract is terminated for cause, as defined in the Yakima Jail Contract, such City shall remain legally and financially responsible to Yakima County for its EADP until December 31, 2009, or the end of the then existing term if the Yakima Jail Contract has been extended before the termination for cause; provided, that the terminated City may be entitled to a credit under Section 10 of this Agreement.

6. GOVERNANCE

6.1 Jail Oversight Assembly (Assembly).

(a) Membership. Each City Member shall appoint one elected official to be a member of the Assembly. The initial Assembly member for each City shall be the elected official designated by the City in the space provided below the City's signature on this Agreement. In the event that a City's initial Assembly member becomes unable to serve as an Assembly member, the City shall designate a new or alternate Assembly member.

(b) Assembly Powers. The Assembly shall make policy determinations necessary to guide and direct the administration of this Agreement, and to guide JAG and JOG in the performance of duties under this Agreement, the King County Jail Contract, the Land Transfer Agreement, and the Yakima Jail Contract. The Assembly shall have the following duties and powers:

(i) Annual Assessment, Budget and Work Program. The Assembly shall receive recommendations from JAG regarding the annual budget pursuant to Section 8 of this Agreement, the amount of the annual assessment pursuant to Section 9 of this Agreement, and an annual work program. On or before July 1st of each year, the Assembly shall submit to the legislative body of each City a recommendation for the annual assessments, the annual budget, and the work program for the next year.

(ii) Disposition of Jail Property. The Assembly shall receive recommendations from JAG and/or JOG regarding use of any proceeds of the sale or transfer of the Jail Property, and then either approve, reject or approve with modification such use of the proceeds.

(iii) New Misdemeanant Facilities. The Assembly shall receive recommendations from JAG and/or JOG regarding alternatives for assessment and planning for new misdemeanor secure jail facilities, proposals to site or create jail facilities, options for non-secure alternative facilities or programs and issuance of long term debt for construction of such facilities and then either approve, reject, or modify the recommended alternative.

(iv) Amendments. The Assembly shall receive recommendations from JAG and/or JOG regarding any amendments to this Agreement, including the amendment of the annual assessment formula set forth in Section 9 of this Agreement, or the other interlocal agreements referenced by this Agreement and incorporated herein, and then make a recommendation to approve, reject or modify such amendment to the legislative bodies of each City or return the recommendation to the JAG or JOG.

(v) Fiscal Agent. The Assembly shall appoint a Fiscal Agent for the purposes of carrying out and recording financial transactions pursuant to RCW 39.34.030.

(vi) Policy Determinations. The Assembly may make such policy determinations as are necessary to guide the administration or implementation of this Agreement, the King County Jail Contract, the Yakima Jail Contract, and the Land Transfer Agreement, including but not limited to policy regarding the hiring of employees or contracting with consultants, purchasing of goods or services, and adoption of procedures for the administration of this Agreement.

(c) Meetings. The Assembly shall meet at the times convened by its officers, but at least once each year. For any meeting held in addition to one annual meeting regarding the annual budget, assessments, and work program, the Assembly may meet by telephone, electronically, video conferencing, or any other communications mechanism that allows simultaneous communication between all persons in attendance; provided, that at least fourteen days notice of the meeting is provided to all Assembly members. A quorum shall consist of Assembly members representing sixty percent (60%) of the total residential population of all City Members. Decisions shall be made or action shall be taken by the affirmative vote of Assembly members from Cities having sixty percent (60%) of the total residential population of all City Members. For purposes of this section, each Cities' residential population shall be deemed to be the most recent population estimate available from the State of Washington's Office of Financial Management. If an Assembly member will be absent from a meeting, the Assembly member may, but is not required to, designate by written proxy another person to attend the meeting and vote on behalf of the Assembly member. The Assembly may seek a straw vote for informational purposes only.

(d) Assembly Officers. The Assembly members shall select up to four officers, including a chairperson and vice-chairperson to serve as the executive committee; provided, that if representatives are not selected from each of the three largest jail users among the cities that are parties to both the Yakima and King County jail interlocal agreements for housing misdemeanor inmates, such representatives shall be included as additional members of the executive committee. "Largest jail user" is determined by the sum of the jail inmate populations in the King County and Yakima jail facilities from the prior calendar year. The officers serving as the executive committee shall (1) convene meetings of the Assembly as the officers determine appropriate, but at least once a year, (2) establish the agenda for each meeting, (3) act as spokespersons for the Assembly, and (4) convene and make assignments to Assembly subcommittees, as

appropriate. The chairperson shall preside over the Assembly's meetings, and the vice-chairperson shall preside in the chairperson's absence.

6.2 Jail Administration Group (JAG).

(a) Membership. The JAG shall be composed of six (6) members as follows:

City of Seattle Representative	(1)
City of Bellevue Representative	(1)
Suburban Cities Representatives	(4)

The Mayor of Seattle shall appoint the City of Seattle representative, and shall also appoint an alternative Seattle representative to serve in the event that the original representative is absent or becomes unable to serve. The Bellevue City Manager shall appoint the City of Bellevue representative, and shall also appoint an alternative Bellevue representative to serve in the event that the original representative is absent or becomes unable to serve. The Suburban Cities Association ("SCA") shall select three (3) representative cities through a process defined by the SCA, and a fourth representative among the SCA cities shall be selected by the Mayor or City Manager of the SCA city that is the largest jail user and a party to both the King County and Yakima interlocal agreements for housing misdemeanor inmates. "Largest jail user" is determined by the sum of the jail inmate populations in the King County and Yakima jail facilities from the prior calendar year. For each city representative selected by SCA, and the suburban city selected based upon largest jail population, the Mayor of a mayor/council city or the City Manager of a manager/council city shall appoint that City's representative, as well as an alternative representative to serve in the event that the original representative is absent or becomes unable to serve. The Seattle, Bellevue, and Suburban Cities members of the JAG created in this Section shall be the same as the members of the JAG created under the King County Jail Contract.

(b) JAG Powers. The JAG shall administer this Agreement pursuant to the terms of this Agreement, the Yakima Jail Contract, the King County Jail Contract, and the Land Transfer Agreement and pursuant to any procedures adopted by the Assembly or JAG. The JAG shall have the following duties and powers:

- (i) Act as the Cities' representatives to the King County Jail Contract and perform all duties assigned to JAG under that Contract, consistent with policy direction provided by the Assembly under this Agreement;
- (ii) Make policy recommendations as defined in Section 6.1 of this Agreement to the Assembly including, without limitation, recommendations on the disposition of the Jail Property proceeds (subject to Section 7 of this Agreement), alternatives for assessment and planning for new misdemeanor secure jail facilities, proposals to site or create jail facilities, options for non-secure alternative facilities or programs and issuance of long term debt for construction of such facilities, and contract language

associated with any re-opener of the provisions described in Section 7 of the King County Jail Contract;

- (iii) Make recommendations to the Assembly on the appointment of a Fiscal Agent for the purposes of carrying out and recording financial transactions pursuant to RCW 39.34.030;
- (iv) Evaluate JOG recommendations regarding the interpretation of the King County Jail Contract or Yakima Jail Contract and issues related to inmate transportation, alternative and community correction programs, coordination with the courts and law enforcement, mental health, drug and alcohol treatment, alternative facilities within or outside of King County or other related issues;
- (v) After consultation with JOG, develop and recommend a budget, including annual assessments, and work program to the Assembly, and implement the budget and work program, subject to the Cities' obtaining legislative body approval of each City's individual annual assessment, the annual budget, and the work program in accordance with Section 8 of this Agreement;
- (vi) Following budget and work program approval by the Assembly and City Members in accordance with Section 8 of this Agreement, and subject to the availability of funds, the JAG, acting through its chairperson, will have the following additional powers:
 - (1) Hire and supervise any staff, consultants or private vendors consistent with the annual budget, work program, and any human resource policies and procedures of the Fiscal Agent;
 - (2) Negotiate and enter into any contracts or agreements with third parties for goods and services consistent with the annual budget and work program;
 - (3) Approve or disapprove expenditures consistent with the annual budget and work program;
 - (4) Make purchases or contract for services consistent with the annual budget and work program; and
 - (5) If an annual budget becomes effective under Section 8.1, but insufficient Cities approve and pay assessments to fund the entire work program for that budget year, then JAG has the authority to assign priorities to various items in the work program and to determine which items or portions of items will be removed from the work program for that budget year.
- (vii) Adopt procedures for the conduct of JAG's meetings;

- (viii) Uniformly inform and consult with the Assembly and JOG for contract disputes, operational policy issues, hiring and supervision of staff, creation of the work program, creation of the budget, revisions to the cost allocation formula to establish the annual assessment set forth in Section 9 of this Agreement, disposition of the Jail Property proceeds and any decisions regarding assessment and planning for new misdemeanor secure facilities, misdemeanor non-secure alternative facilities or programs;
- (ix) Mediate disputes or issues presented to JAG by a City or Cities regarding the interpretation of or otherwise arising out of this Agreement, the Yakima Jail Contract, or the King County Jail Contract. In the event that any City or Cities present a dispute to JAG and JAG is unable to resolve the dispute in a manner acceptable to the Cities involved, the Cities shall submit the dispute to mediation prior to initiating any action in a court; and
- (x) Conduct any and all other business allowed by applicable law and necessary to carry out the purposes of this Agreement.

(c) Meetings. The JAG shall meet as often as it deems necessary, but not less than quarterly. A quorum shall consist of a simple majority of the JAG's members or alternates. Decisions will be made by consensus of all the JAG members in attendance at a meeting. The JAG may seek a straw vote for informational purposes only.

(d) Chairperson. The JAG members shall select a chairperson and vice-chairperson from among the JAG members to preside over JAG's meetings.

6.3 Jail Operation Group (JOG).

(a) Membership. Each City Member shall appoint one representative to be a member of the JOG. The initial JOG member for each City shall be designated by the City in the space provided below the City's signature on this Agreement.

(b) JOG Powers. The JOG shall advise the Assembly and JAG on operational issues regarding the King County Jail Contract or the Yakima Jail Contract, including without limitation, issues or disputes among the City Members related to contract interpretation, contract disputes, inmate transportation, alternative and community correction programs, coordination with the courts and law enforcement, mental health, drug and alcohol treatment, alternative facilities within or outside of King County, and any other related issues. The JOG shall consult with JAG regarding recommendations for the annual budget, assessments, and work program.

(c) Meetings. The JOG shall meet as often as it deems necessary, but not less than quarterly. A quorum at any meeting of the JOG shall consist of a simple majority of the JOG members. Decisions will be made by consensus of all the JOG members in attendance at a meeting. The JOG may seek a straw vote for informational purposes only.

(d) Chairperson. The JOG members shall select a chairperson and vice-chairperson from among the JOG members to preside over JOG's meetings.

7. JAIL PROPERTY

7.1 Land Transfer. Pursuant to the terms of the King County Jail Contract and the Land Transfer Agreement, King County will convey the Jail Property to the City of Bellevue prior to July 1, 2004. Bellevue will hold the Jail Property on behalf of all cities in King County as third party beneficiaries. Bellevue shall act as the fiscal agent of the cities for purposes of taking action with respect to the Jail Property. Any disposition of the Jail Property shall also be consistent with the terms and provisions of Section 12 of the King County Jail Contract, which provides in pertinent part as follows:

"The Property will be used to contribute to the cost of building secure capacity, or contracting for secure capacity, and, at the sole discretion of the Contract Cities, building or contracting for alternative corrections facilities, sufficient to enable the Contract Cities to meet the final step (occurring on December 31, 2012) of the population reduction schedule as detailed in Sections 11.3 and 11.4 of this Agreement. The parties understand that the Property may be sold or traded and the proceeds and/or land acquired from such sale or trade used for the purposes detailed in the preceding sentence. The parties further agree that in the event the cities do not build secure capacity, or contract for secure capacity, and, at the sole discretion of the Contract Cities build or contract for alternative corrections facilities, sufficient to enable the Contract Cities to meet the final step (occurring on December 31, 2012) of the population reduction schedule as detailed in Sections 11.3 and 11.4 of this Agreement the City of Bellevue shall transfer title to the Property back to the County if such Property has not been sold; or if such Property has been sold, pay the County an amount equal to the net sale price of the Property, plus investment interest earned; or if the Property has been traded, pay the County the appraised value of the Property at the time of the trade, as determined by an MIA appraiser selected by mutual agreement of King County and the City of Bellevue, plus investment interest earned."

7.2 Expenses. The City of Bellevue is authorized to sell the Jail Property for no less than fair market value. Fair market value shall be determined by an MIA appraisal commissioned by the City. The City of Bellevue is authorized to deduct from the gross proceeds customary expenses necessary to dispose of the property and costs incurred to perform due diligence studies necessary to exercise the option to take possession of the property from the County including, but not limited to, tests inspections, survey, appraisal, expenses resulting from any legal challenge, maintenance activities during the time the City of Bellevue has possession of the property. The total deductions shall not exceed five percent (5%) unless approved by the Assembly.

If the Jail Property is sold and Cities fail to meet the terms set out in Section 12 of the King County Jail Contract referenced in Section 7.1 above regarding use of the proceeds, Cities are responsible for their proportional share of the amount required to reimburse

King County as referenced in that section. This responsibility will be met collectively by requiring the fiscal agent to invest the sale proceeds in investment instruments that will preserve the full value of the capital assets, assure liquidity for funding future misdemeanor jail facilities and achieve the best rate of investment return. Until these conditions can be met, the fiscal agent shall retain the sale proceeds in the State Local Government Investment Pool.

8. FINANCE AND BUDGET

8.1 Budget. The budget year for jail administration and operations shall be January 1 to December 31 of any year. On or before July 1st of each year, a recommended budget, assessments, and work program for the next budget year shall be prepared by JAG, reviewed and recommended by the Assembly, and transmitted to each City's legislative body for approval or disapproval. Approval of the budget by a City's legislative body shall obligate that City to pay the assessment budgeted for that City for the next budget year; if a City's legislative body disapproves the budget that City shall not be obligated to pay the assessment budgeted for that City for the next budget year. An annual budget, including assessments, and work program shall not become effective unless the annual budget is approved by the legislative bodies of Cities representing sixty percent (60%) of the total residential population of all City Members. If an annual budget becomes effective under this Section, but insufficient Cities approve and pay assessments to fund the entire work program for that budget year, then JAG has the authority to assign priorities to the various items in the work program and to determine which items or portions of items will be removed from the work program for that budget year.

For budget year 2004, the Cities shall make a good faith effort to accomplish the budget, assessment, and work program approval process by December 31, 2003. In the event that the Cities are unable to complete the process by that date, the Cities agree that the assessments for the year 2004 shall be as stated in Exhibit A to this Agreement, and the budget and work program approval for the year 2004 shall be completed by March 31, 2004 and shall be consistent with the assessments stated in Exhibit A.

8.2 Authority. The JAG, acting through its chairperson, and consistent with the budget, assessments, and work program approved by the City Members, is authorized to (1) apply for loans or grants in order to accomplish the purposes of this Agreement consistent with Chapter 39.34 RCW, (2) seek and negotiate partnerships with public and private corporations or entities as allowed by law, and (3) approve expenditures and direct the Fiscal Agent to make payments. The Fiscal Agent is empowered to receive all annual assessments received from the Cities and to make disbursements as approved by the JAG chairperson. If grants or other unbudgeted funds become available, budget amendments will be referred to the Assembly for its review and recommendations to City Members.

8.3 Fiscal Agent. The City of Tukwila shall act as the Assembly's initial Fiscal Agent pursuant to RCW 39.34.030 until the Assembly approves another Fiscal Agent.

8.4 Intergovernmental Cooperation. The Assembly and JAG will cooperate with state, county, and other local agencies to maximize use of any grant funds or other

resources and enhance the effectiveness of the programs and projects created or implemented pursuant to this Agreement.

9. ANNUAL ASSESSMENT

Funding for the activities under this Agreement shall be provided solely through the budget process described in Section 8 and collection of the annual assessment described in this Section 9. No separate dues or assessments shall be imposed or required of the Cities except upon unanimous vote of all of the Cities. The annual assessment shall be paid to the Fiscal Agent on a quarterly basis at the beginning of each quarter. Each City shall be assessed an annual assessment fee equal to Two Hundred and Fifty Dollars and No/100 (\$250.00) or equal to its proportional share of the approved budget based upon the following cost allocation formula, whichever is greater:

- (i) 50% of the annual fee shall be based upon the percentage calculated by dividing each City's residential population into the total residential population of all City Members, multiplied by one-half of the total amount of the annual budget; and
- (ii) 50% of the annual fee shall be based upon the percentage calculated by dividing a City's EADP into the actual total annual jail bed usage by the Cities in the Yakima jail facilities, multiplied by one-half of the total amount of the annual budget.

The cost allocation formula is expressed as follows:

$$\begin{array}{l} \frac{(\text{City's res. population})}{(\text{Total of all Cities' res. population})} \text{ multiplied by } (\frac{1}{2} \text{ of total annual budget}) \\ \text{plus} \\ \frac{(\text{City's EADP})}{(\text{Total Annual Jail Bed Usage of all Cities in Yakima County jail facilities})} \text{ multiplied by } (\frac{1}{2} \text{ of total annual budget}) \\ \text{equals} \\ \text{City's Total Annual Assessment} \end{array}$$

10. DEFICITS IN USAGE OF YAKIMA JAIL BEDS

Each City has generated an EADP. Attached hereto as Exhibit B, and incorporated by this reference, is the EADP of each City. In the event the Cities collectively fail to meet their Minimum Bed Commitment for any year during the term of the Yakima Jail Contract, the EADPs set forth in Exhibit B shall be used by the Cities to calculate the proportionate share owed by any individual City to Yakima.

Each City will be responsible for its bed commitment to Yakima. Only those Cities that did not meet their EADPs and have unused bed commitment for the year will be responsible for paying Yakima for such unused bed commitment.

However, if some cities exceed their EADP, their overage will be distributed as a credit to the cities whose jail use was less than their EADPs. Each City's credit will be based upon its percentage share of the total EADP.

A City whose actual jail use equals or exceeds its EADP will pay Yakima an amount equal to its actual jail use. A City whose actual jail use is less than its EADP will pay Yakima an amount based on its EADP less the credit as described in this section.

For purposes of this section, "credit" shall mean the product resulting from multiplying the (Beds in excess of Cities' EADP) by the quotient obtained by dividing the (EADP of a City with Unused Bed Commitment) by the (Sum of EADPs of all Cities with Unused Bed Commitment.) The calculation of a City's credit is expressed in the formula below:

$$\text{City Credit} = \left(\frac{\text{Sum of amount over the EADP of All Cities Which Exceed Their EADPs}}{\text{Sum of EADPs of Cities w/Unused Beds}} \right) \times \left(\frac{\text{EADP of a City w/Unused Bed Commitment}}{\text{Sum of EADPs of Cities w/Unused Beds}} \right)$$

For a City whose actual jail use was less than its EADP, its "credit" will be subtracted from the number of unused city beds. The difference is the amount that shall be paid to Yakima as expressed in the formulas below:

City's unused beds = City's EADP – City's actual bed use

Amount owed to Yakima = City's unused beds – city credit

Exhibit C, attached hereto and incorporated by this reference, provides an example of a hypothetical application of this formula.

11. SURPLUS USAGE OF YAKIMA JAIL BEDS

The Cities acknowledge that the Yakima Jail Contract does not require each City to maintain a jail usage equal to that City's EADP. Overused Bed Commitment by one City may inure to the benefit of the other Cities. However, Overused Bed Commitment in excess of five percent (5%) may create a hardship for the other Cities. Therefore, prior to usage in excess of five percent (5%) of its EADP, a City must obtain consent from another City or Cities to use a portion of the other City's or Cities' EADP.

12. NEW MEMBERS

Any city or town may become a member to this Agreement so long as such city or town has entered into contracts for jail services with King County or Yakima County, executes an Addendum to this Agreement agreeing to comply with the terms and provisions of this Agreement, as now existing or hereafter amended, and obtains approval of the current budget by its legislative body. The Assembly shall determine what, if any, funding obligations such additional member city shall pay as a condition of becoming a member city to this Agreement.

13. MAILING ADDRESSES

All notices and correspondence to the respective parties to this Agreement shall be sent to the City Manager or Mayor for each City. All notices and correspondence to the Assembly shall be sent to the office of the Fiscal Agent.

14. INSURANCE

14.1 Evidence of Insurance Coverage. Each City agrees to provide the other Cities with evidence of insurance coverage, in the form of a certificate of insurance from a solvent insurance provider and/or a letter confirming coverage from a solvent insurance pool or self-insurance program which is sufficient to address the insurance and indemnification obligations set forth in this Agreement.

14.2 Minimum Liability Limits. Each City shall obtain and maintain throughout the term of this Agreement coverage in minimum liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policy shall provide coverage on an occurrence basis; except that insurance on a "claims made" basis may be acceptable with prior approval from JAG. If coverage is approved and purchased on a "claims made" basis, the City Member providing such insurance warrants continuation of coverage through policy renewals or the purchase of a tail, and/or conversion from a "claims made" form to an "occurrence" coverage form.

15. HOLD HARMLESS/INDEMNIFICATION

Each City shall defend, indemnify and hold harmless all other Cities, their officers, agents and employees, from and against any and all claims, including third party claims, costs, judgments or damages, including attorney's fees, arising out of the negligent acts or omissions of the City, its officers, agents and employees, in connection with this Agreement.

The Cities hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the Cities.

The provisions of this Section shall survive any termination or expiration of this Agreement.

16. GENERAL PROVISIONS

16.1 This Agreement contains all of the agreements of the Cities with respect to any matter covered or mentioned in this Agreement. No provision of this Agreement may be amended or modified except by written agreement authorized by the legislative bodies of all of the Cities and signed by all of the Cities.

16.2 Any provision that is declared invalid or illegal shall in no way affect or invalidate any other provision.

16.3 In the event any City defaults on the performance of any terms of this Agreement or any City places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, the prevailing City or Cities shall be entitled to an award of all its/their attorney fees, costs, and expenses.

16.4 Failure of any City to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection therewith, shall not constitute a waiver of such breach or default.

16.5 Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought and tried in the Superior Court or the State of Washington in King County. Presenting disputes to the JAG and to a mediator consistent with this Interlocal Agreement shall be conditions precedent to the commencement of any judicial process to enforce the terms of this Agreement.

16.6 This Agreement may be executed in any number of counterparts.

16.7 The laws of the State of Washington shall govern this Agreement.

16.8 This Agreement shall be recorded with the King County Department of Records.

THIS AGREEMENT has been executed by the undersigned Cities and shall be dated effective November 1, 2003.

CITY OF ALGONA, WA By: _____ Glenn Wilson, Mayor Initial Assembly Member: _____ Initial JOG Member: _____	Approved as to Form: _____ George Kelley, Algona City Attorney
CITY OF AUBURN, WA By: _____ Peter B. Lewis, Mayor Initial Assembly Member: _____ Initial JOG Member: _____	Approved as to Form: _____ Daniel B. Heid, Auburn City Attorney
TOWN OF BEAUX ARTS VILLAGE, WA By: _____ Charles R. Lowry, Mayor Initial Assembly Member: _____ Initial JOG Member: _____	Approved as to Form: _____ Wayne Stewart, Town Attorney

CITY OF BELLEVUE, WA By: _____ Steve Sarkozy, City Manager Initial Assembly Member: _____ Initial JOG Member: _____	Approved as to Form: _____ Richard L. Andrews, Bellevue City Attorney
CITY OF BLACK DIAMOND, WA By: _____ Howard Botts, Mayor Initial Assembly Member: _____ Initial JOG Member: _____	Approved as to Form: _____ Loren D. Combs, City Attorney
CITY OF BOTHELL, WA By: _____ Jim Thompson, City Manager Initial Assembly Member: _____ Initial JOG Member: _____	Approved as to Form: _____ Michael E. Weight, Bothell City Attorney
CITY OF BURIEN, WA By: _____ Gary P. Long, City Manager Initial Assembly Member: _____ Initial JOG Member: _____	Approved as to Form: _____ Lisa Marshall, Burien City Attorney
CITY OF CARNATION, WA By: _____ Woody Edvalson, City Manager Initial Assembly Member: _____ Initial JOG Member: _____	Approved as to Form: _____ Phil A. Olbrechts, Carnation City Attorney
CITY OF CLYDE HILL, WA By: _____ George S. Martin, Mayor Initial Assembly Member: _____ Initial JOG Member: _____	Approved as to Form: _____ Clyde Hill City Attorney

CITY OF COVINGTON, WA By: _____ Andrew D. Dempsey, City Manager Initial Assembly Member: _____ Initial JOG Member: _____	Approved as to Form: _____ Duncan C. Wilson, Covington City Attorney
CITY OF DES MOINES, WA By: _____ Tony Piasecki, City Manager Initial Assembly Member: _____ Initial JOG Member: _____	Approved as to Form: _____ Des Moines City Attorney
CITY OF DUVALL, WA By: _____ Becky Nixon, Mayor Initial Assembly Member: _____ Initial JOG Member: _____	Approved as to Form: _____ Bruce Disend, Duvall City Attorney
CITY OF ENUMCLAW, WA By: _____ John Wise, Mayor Initial Assembly Member: _____ Initial JOG Member: _____	Approved as to Form: _____ Michael J. Reynolds, Enumclaw City Attorney
CITY OF FEDERAL WAY, WA By: _____ David H. Moseley, City Manager Initial Assembly Member: _____ Initial JOG Member: _____	Approved as to Form: By: _____ Patricia A. Richardson Federal Way City Attorney
CITY OF HUNTS POINT By: _____ Fred McConkey, Mayor Initial Assembly Member: _____ Initial JOG Member: _____	Approved as to Form: By: _____ Hunts Point City Attorney

CITY OF ISSAQUAH, WA By: _____ Ava Frisinger, Mayor Initial Assembly Member: _____ Initial JOG Member: _____	Approved as to Form: By: _____ Wayne D. Tanaka Issaquah City Attorney
CITY OF KENMORE, WA By: _____ Stephen L. Anderson, City Manager Initial Assembly Member: _____ Initial JOG Member: _____	Approved as to Form: _____ Michael R. Kenyon, Kenmore City Attorney
CITY OF KENT, WA By: _____ Jim White, Mayor Initial Assembly Member: _____ Initial JOG Member: _____	Approved as to Form: _____ Tom, Brubaker, Kent City Attorney
CITY OF KIRKLAND, WA By: _____ David H. Ramsay, City Manager Initial Assembly Member: _____ Initial JOG Member: _____	Approved as to Form: _____ Gail Gorud, Kirkland City Attorney
CITY OF LAKE FOREST PARK, WA By: _____ David R. Hutchinson, Mayor Initial Assembly Member: _____ Initial JOG Member: _____	Approved as to Form: _____ Michael P. Ruark, Lake Forest Park City Attorney
CITY OF MAPLE VALLEY, WA By: _____ John F. Starbard, City Manager Initial Assembly Member: _____ Initial JOG Member: _____	Approved as to Form: _____ Lisa Marshall, Maple Valley City Attorney

CITY OF MEDINA, WA By: _____ Douglas J. Schulze, City Manager Initial Assembly Member: _____ Initial JOG Member: _____	Approved as to Form: _____ Kirk R. Wines, Medina City Attorney
CITY OF MERCER ISLAND, WA By: _____ Richard M. Conrad, City Manager Initial Assembly Member: _____ Initial JOG Member: _____	Approved as to Form: _____ Londi K. Lindell, Mercer Island City Attorney
CITY OF MILTON By: _____ Katrina Asay, Mayor Initial Assembly Member: _____ Initial JOG Member: _____	Approved as to Form: By: _____ Milton City Attorney
CITY OF NEWCASTLE, WA By: _____ Andrew J. Takata, City Manager Initial Assembly Member: _____ Initial JOG Member: _____	Approved as to Form: _____ Dawn Findlay, Newcastle City Attorney
CITY OF NORMANDY PARK, WA By: _____ Merlin MacReynold, City Manager Initial Assembly Member: _____ Initial JOG Member: _____	Approved as to Form: _____ Susan Rae Sampson, Normandy Park City Attorney
CITY OF NORTH BEND, WA By: _____ Joan Simpson, Mayor Initial Assembly Member: _____ Initial JOG Member: _____	Approved as to Form: _____ Michael R. Kenyon, North Bend City Attorney

CITY OF PACIFIC, WA By: _____ Howard Erickson, Mayor Initial Assembly Member: _____ Initial JOG Member: _____	Approved as to Form: _____ Bruce Disend, Pacific City Attorney
CITY OF REDMOND, WA By: _____ Rosemarie Ives, Mayor Initial Assembly Member: _____ Initial JOG Member: _____	Approved as to Form: _____ James E. Haney, Redmond City Attorney
CITY OF RENTON, WA By: _____ Jesse Tanner, Mayor Initial Assembly Member: _____ Initial JOG Member: _____	Approved as to Form: _____ Lawrence J. Warren, Renton City Attorney
CITY OF SAMMAMISH, WA By: _____ Ben Yazici, City Manager Initial Assembly Member: _____ Initial JOG Member: _____	Approved as to Form: _____ Bruce Disend, Sammamish City Attorney
CITY OF SEATAC, WA By: _____ Bruce A. Rayburn, City Manager Initial Assembly Member: _____ Initial JOG Member: _____	Approved as to Form: _____ Robert L. McAdams, SeaTac City Attorney
CITY OF SEATTLE, WA By: _____ Gregory J. Nickels, Mayor Initial Assembly Member: _____ Initial JOG Member: _____	Approved as to Form: _____ Thomas A. Carr, Seattle City Attorney

CITY OF SHORELINE, WA By: _____ Steven C. Burkett, City Manager Initial Assembly Member: _____ Initial JOG Member: _____	Approved as to Form: _____ Ian Sievers, Shoreline City Attorney
CITY OF SKYKOMISH, WA By: _____ Skip Mackner, Mayor Initial Assembly Member: _____ Initial JOG Member: _____	Approved as to Form: _____ Jeffrey Ganson, Skykomish City Attorney
CITY OF SNOQUALMIE, WA By: _____ Randy Fuzzy Fletcher, Mayor Initial Assembly Member: _____ Initial JOG Member: _____	Approved as to Form: _____ Pat Anderson, Snoqualmie City Attorney
CITY OF TUKWILA, WA By: _____ Steve Mullet, Mayor Initial Assembly Member: _____ Initial JOG Member: _____	Approved as to Form: _____ Robert F. Noe, City Attorney
CITY OF WOODINVILLE, WA By: _____ Pete Rose, City Manager Initial Assembly Member: _____ Initial JOG Member: _____	Approved as to Form: _____ Jeffrey L. Taraday, Woodinville City Attorney
TOWN OF YARROW POINT, WA By: _____ Jeanne R. Berry, Mayor Initial Assembly Member: _____ Initial JOG Member: _____	Approved as to Form: _____ Wayne Stewart, Yarrow Point Town Attorney

EXHIBIT A
2004 ANNUAL COST PER CITY FOR THE JAIL ADMINISTRATIVE GROUP (JAG)

	Yakima Estimated Bed Commitment	2002 Population	Average of city pop. & jail beds; \$250 minimum	
Total	440.1	1,327,706		\$88,000
Auburn	88.5	43,970	11.9%	\$10,056
Bellevue	27.0	117,000	7.6%	\$6,462
Bothell	2.0	16,264	0.9%	\$728
Burien	4.0	31,810	1.7%	\$1,432
Covington	2.4	14,395	0.8%	\$705
Des Moines	17.0	29,510	3.1%	\$2,622
Federal Way	29.0	83,850	6.6%	\$5,571
Issaquah	2.0	13,790	0.8%	\$647
Kenmore	3.0	19,180	1.1%	\$921
Kirkland	12.5	45,790	3.2%	\$2,717
Lake Forest Park	2.5	12,860	0.8%	\$665
Maple Valley		15,040	0.6%	\$493
Mercer Island	4.0	21,955	1.3%	\$1,109
Newcastle		8,205	0.3%	\$269
North Bend	2.0	4,735	0.4%	\$350
Redmond	20.0	46,040	4.1%	\$3,456
Renton	27.0	53,840	5.2%	\$4,393
Sammamish	1.5	34,660	1.5%	\$1,282
SeaTac	4.1	25,320	1.5%	\$1,229
Seattle	155.0	570,802	40.0%	\$33,793
Shoreline	18.0	53,250	4.1%	\$3,497
Tukwila	11.0	17,270	1.9%	\$1,637
Woodinville	1.5	9,830	0.6%	\$468
Algona	3.0	2,525	0.4%	\$250
Beaux Arts Village		295		\$250
Black Diamond		4,015		\$250
Carnation	0.0	1,905		\$250
Clyde Hill	0.0	2,895		\$250
Duvall	1.0	5,190		\$250
Hunt's Point		455		\$250
Medina	0.7	3,010		\$250
Milton		815		\$250
Normandy Park	0.4	6,395		\$250
Pacific		5,405		\$250
Skykomish		215		\$250
Snoqualmie	1.0	4,210		\$250
Yarrow Point		1,010		\$250

Estimated Annual Cost (salary/benefits) for JAG staff position = \$88,000

EXHIBIT B
TO INTERLOCAL AGREEMENT BETWEEN
THE CITIES CONTRACTING WITH YAKIMA

City or Town	2003 EADP
Algona	3.0
Auburn	88.5
Beaux Arts Village	0.0
Bellevue	27.0
Black Diamond	0.0
Bothell	2.0
Burien	4.0
Carnation	0.0
Clyde Hill	0.0
Covington	2.4
Des Moines	17.0
Duvall	1.0
Federal Way	29.0
Issaquah	2.0
Kenmore	3.0
Kirkland	12.5
Lake Forest Park	2.5
Maple Valley	0.0
Medina	0.7
Mercer Island	4.0
Newcastle	0.0
Normandy Park	0.4
North Bend	2.0
Pacific	0.0
Redmond	20.0
Renton	27.0
Sammamish	1.5
SeaTac	4.1
Seattle	155.0
Shoreline	18.0
Skykomish	0.0
Snoqualmie	1.0
Tukwila	11.0
Woodinville	1.5
Yarrow Point	0.0
TOTAL	440.1

EXHIBIT C TO INTERLOCAL AGREEMENT FOR JAIL ADMINISTRATION

Hypothetical Example - formulas for distributing unused bed capacity at Yakima

Scenario: 3 cities contract with Yakima for a minimum of 130 beds. The cities are under their collective commitment by 20 beds; 2 cities are under and 1 city is over its bed commitment.

Contract Cities	Total Bed Commitment (EADP)	Actual Bed Use	Unused Beds
City A	80	70	(10)
City B	40	25	(15)
City C	10	15	5
Total	130	110	(20)

Amount Owed to Yakima Under Formula Stated in Section 10 of this Agreement

Each city pays for its unused beds but then receives a credit based on its

% share of the total bed commitment. For example, City C exceeded its bed commitment by 5 beds.

City A's share of this 5 bed overage (aka the "credit") is calculated by taking City A's % share of the total bed commitment (67%) times the overage of 5 beds = a credit of 3.3 beds. City C owes Yakima for 76.7 beds (EADP of 80 beds less the credit of 3.3 beds).

Cities with Unused Bed Commitment	Total Bed Commitment (EADP)	% Share (EADP)	Actual Bed Use		Unused Beds		Credit		Amount Owed to Yakima
City A	80	67%	70	+	10	-	3.3	=	76.7
City B	40	33%	25	+	15	-	1.7	=	38.3
Subtotal	120	100%	95	+	25	-	5.0	=	115.0
City C	10		15	+	0	-	0	=	15
Total	130		110	+	25	-	5	=	130

Attachment B

Policy and Program Implications from Other Interlocal Agreements

Background

In 2000, the cities in King County used approximately 800 jail beds on a daily basis to house misdemeanor inmates; 622 beds at King County jail facilities and 188 beds at other facilities (e.g. city jails¹).

In 2002, 37 cities signed a new Interlocal Agreement for Jail Services with King County; 35 cities signed an Interlocal Agreement with Yakima County². The agreements signed with King County and Yakima County will significantly change how and where jail beds are used. The Cities also signed agreements with Renton and each other on coordination of transportation and population management. The three biggest changes resulting from these contracts are:

- **Cities will phase out use of King County's jails beginning 12/31/03 with a cap of 380 inmates and with full phase out by 2012. In the near term, jail caps require cities to reduce their use of King County facilities to 220 beds by July 2005.**

Due to a requirement by King County, the cities have agreed to stop using the King County Jail to house their misdemeanor inmates by December 31, 2012. The cities are currently using between 380 – 400 beds at the King County Jail. Population changes and annexations will likely require cities to plan for facilities and services that will serve as many as 500 misdemeanants per day by 2012 above those provided by Yakima.

- **Cities have agreed to build or contract for the development of new facilities to house half the misdemeanor beds needed (approximately 300-400 beds) to be available as the King County contract caps reduce access to its jails. Cities are obligated to seek new facilities or extend the Yakima agreement beyond 2010 to meet their capacity requirements.**

The cities have agreed to pay for a minimum of 440 beds at the Yakima County Jail effective October 1, 2003. The cities are currently using between 200 – 220 beds at Yakima. The 440 beds in Yakima meet approximately half of the capacity requirements the cities will have to provide in order to fully phase out of King County. The Yakima contract does not guarantee that those 440 beds will be available beyond the year 2010.

- **The Cities have agreed that the Bellevue land acquired by the County for future jail needs is to be transferred to the cities as the initial equity that is to be shared by all King County Cities in the development of future facilities for city misdemeanants.** The cities have agreed to accept the transfer of property in Bellevue as equity for developing future secure capacity and/or building or contracting for alternative corrections facilities sufficient to allow the cities to completely pull out of the King County Jail by December, 31 2012.

¹ Auburn, Enumclaw, Issaquah, Kent, Kirkland and Renton have their own city jails.

² All cities except Kent and Enumclaw signed the agreement with King County; all cities except Kent, Enumclaw, Hunts Point and Milton signed the agreement with Yakima County.

King County Interlocal Agreement

The cities have agreed to work as one group with King County in the development of billing procedures, dispute resolution on common billing disputes or on behalf of a member city with an unresolved billing dispute. The County interlocal also delegates to the JAG all other administrative oversight responsibilities including population management. Finally, the JAG is responsible for limited re-opening negotiations in 2006 and 2009 for jail charges and med-psych holding procedures.

Some of the major provisions in the interlocal agreement with King County include:

- Section 3.3 – the cities have agreed to work with the County to develop a proportional billing system for inmates who are held on charges from multiple jurisdictions.
- Section 4.2 – either the County or a city may refer a disputed billing to the Jail Agreement Administration Group (JAG) for resolution (JAG decisions may be subsequently appealed).
- Section 10 establishes the Jail Agreement Administration Group (JAG). This group is authorized to act on behalf of all 37 cities to resolve issues related to administration, implementation or interpretation of the agreement including inmate transportation, alternative and community correction programs, coordination with the courts and law enforcement, mental health, drug and alcohol treatment, interpretation of the Jail Interlocal Agreement, and any re-opener of the contract as allowed in Section 7.
- Section 10 also establishes the membership of the JAG: two representatives from King County, four representatives from the suburban cities, one representative from Bellevue, and one representative from Seattle.

Binding limits on overall jail population capacity are agreed upon with specific deadlines for reductions. Separate medical and psychiatric population limits have been established. JAG is responsible for management of prisoners and defining release procedures when med-psych limits are exceeded. Absent procedures, the County may refuse to hold and may release these prisoners to the booking city on “last-in-first-out” procedure regardless of community risk.

- Section 11 establishes binding capacity limits that apply to all 37 cities. The cities must reduce their jail population housed at King County to 380 inmates by 12/31/03; to 250 inmates by 12/31/04; to 220 inmates by 7/1/05; and to zero inmates by 12/31/12. If the cities exceed these limits, the County has the right to refuse city misdemeanor bookings. The contract also establishes separate capacity limits for the medical and psychiatric units; should these limits be exceeded, the County has the right to release city inmates in these units.

Cities have agreed to hold in common the Bellevue property equity for future city misdemeanor jail purposes or to return the unused equity plus any income earned to the County by 2012.

- Section 12 states that the County will transfer to the City of Bellevue, on behalf of the 37 contract cities, property located in Bellevue (informally known as the Overlake property). The property (or proceeds from the sale of the property) is to be used to contribute to the cost of building or contracting for secure capacity and/or building or contracting for alternative corrections facilities sufficient to enable the cities to completely end their use of the King County Jail. If the cities do not build/contract for additional secure or alternative capacity sufficient to pull out of the King County Jail, the cities must transfer the property (or proceeds from the sale of the property) back to King County.

Yakima County Interlocal Agreement

Thirty-five cities have pledged to pay for 440 beds in Yakima beginning 10/01/03. The cities have agreed to individual obligations for a certain number of beds and to share or “pool” the use of the beds to assure optimal use of their facility investments thereby reducing risk of paying for unused beds.

The major provision in the interlocal agreement with Yakima County is in Section 7. This section establishes a minimum usage by the cities of 440 beds at Yakima effective October 1, 2003. Should the cities fall short of the 440 beds, Yakima will bill the cities for the difference (i.e. regardless of actual bed use, the cities will have to pay for at least 440 beds).

Note: Some cities contract with the city of Renton to provide coordinated inmate transportation.

Future Policy and Program Issues and a Timeframe Estimate.

Given the population limits in key agreements with King County and Yakima, cities have obligated themselves to plan for future misdemeanor jail and alternative program needs. Cities have to figure out how to replace the capacity they will lose when the King County agreement ends. Questions facing the cities about planning new jail facilities include:

- How should the cities replace the capacity that will be lost when the King County Interlocal Agreement ends in 2012? Should the cities work collectively to address this capacity need?
- Should the cities build a new regional jail for misdemeanor inmates or should they build several new local jails throughout the County?
- After the contract with King County ends, should the cities continue to send some of their inmates to Yakima County – or if a new misdemeanor facility is built locally, would it be more cost effective to house all inmates locally?
- Should a new jail facility be a full service jail facility (similar to Yakima or King County) or should it be a minimum 30 day holding facility?
- What decisions should be made and how soon should cities make the decisions about how to extend or replace Yakima services after 2010?

Timing: after a decision is made to build a jail or other facility(ies) and funding is in place, it takes 4 – 6 years to go through the EIS, planning, design, and construction. An optimistic schedule for the development of new facilities follows below:

2004 – 2006:

- Complete population management implementation procedures, information systems and transportation support for city misdemeanants
- Forecast future jail use by the 37 cities
- Identify treatment options, needs and types of facilities and locations support the 37 cities depending on policy framework agreed upon by each city.
- Establish financing mechanism – who issues the debt? Establish a PDA to use some other interlocal arrangements such as contract arrangements for delivery of jail services to cities
- Negotiate long-term governance model for development and management of jail services in King County as well as services provided outside of King County

2006-2008: Initiate public siting process for the facilities

2008 to 2012: EIS, jail design, construction

2012: Testing and start-up operations for new jail and other misdemeanor facilities

Jan.1, 2013: Contract with King County has ended; new facility(ies) opens

CITY OF BURIEN, WASHINGTON

MEMORANDUM

DATE: May 4, 2004

TO: City Manager/Administrators and Jail ILA Consortium Members

FROM: Gary Long, Burien City Manager, Co-Chair, City Jail Administration Group

SUBJECT: DRAFT Proposal 2004/2005 Budget for Jail Interlocal Agreement and proposed Agenda for Jail Assembly Meeting

Enclosed is a draft proposal for city managers/administrators to discuss the 2004 and 2005 Budget for the Jail Interlocal Agreement. The JAG has discussed this draft. We agreed to consult in May and June with city managers/administrators before bringing a proposal to elected officials later in June. The interlocal agreement requires a budget to be referred by the Jail Assembly to the cities by July 1.

The major expense is for a professional contract for a JAG Administrator. The other expenses include two planning studies, one on alternative booking facilities, planned for 2004 and the other is on future jail capacity planning planned for 2005 and 2006. Other expenses are meant to cover the start-up and ongoing costs of implementing and supporting this agreement.

We will be discussing a final budget proposal at the Jail Assembly meeting of the elected officials which will be scheduled for mid to late June. We are waiting for final approval from a quorum of cities before scheduling the elected Assembly meeting date and time. A proposed Agenda for that meeting is included below.

Please review these materials for discussion at the City Managers/Administrators' Meeting on May 5th.

Proposed Agenda for Jail Assembly Meeting
Date: To be determined, possibly mid to late June,

- I. Introductions**
- II. Election of Officers**
- III. Review of 2004/2005 Work Program Items**
- IV. 2004/2005 Budget Recommendation**
- V. Next Meeting Schedule**

ATTACHMENT C

**DRAFT Jail Advisory Group
2004 and 2005 Budget Recommendation for Assembly**

Budget Highlights

The 2004 and 2005 Budget recommendation is based on the initial planning efforts of the Jail Advisory Group (JAG) and the Jail Operations Group (JOG). The budget includes a contracted professional staff person, support for planning efforts, and support for daily operations.

Salaries and Benefits: \$0 There are no direct employees in this budget proposal.

Supplies: \$2,000 This would pay for set-up operations and general office supplies.

Professional Contract Services: \$72,000 in 2004, \$196,000 in 2005

- JAG Administrator (.75 FTE in 2004, 1.0 FTE in 2005) A professional services contract for a JAG Administrator. This service would be pro-rated for 2004.
- Booking Alternative Study: \$36,000 in 2004. This would allow for a detailed study and plan of implementing an alternative booking solution for member cities rather than using King County. This is expected to reduce city costs and increase use of our current Yakima County agreement.
- Jail Planning Consultant and Study: \$100,000 in 2005. As part of the Jail Interlocal Agreement, future planning for jail capacity is an important decision for all cities to be involved. This will begin the process of which will most likely be a multi-year approach to analyzing all possible alternatives for future jail capacity.

Professional Services	Full Year	Half Year	
Professional Services Detail	2004 Proposed	2004 Revised	2005 Proposed
JAG Administrator (.75 in '04, 1.0 in '05)	\$ 72,000	\$ 36,000	\$ 96,000
Booking Alternative Study		\$ 36,000	
Jail Planning Consultant & Study			\$ 100,000
Total Professional Services	\$ 72,000	\$ 72,000	\$ 196,000

Printing and Binding: \$1,000

This would pay for document production as necessary for all member cities as part of the Administrative functions.

Intergovernmental Services: \$5,000

This would reimburse the City of Tukwila for services as the Jail ILA Fiduciary Agent and for office space for the JAG Administrator wherever it is located.

Capital Outlays: \$8,000

This would pay for the initial computer, printer and other office equipment necessary to begin operations.

Jail Interlocal Agreement Budget

Expenditures by Category	Full Year	Half Year	2005 Proposed
	2004 Proposed	2004 Revised	
Salaries	\$ -	\$ -	\$ -
Personnel Benefits	\$ -	\$ -	\$ -
Total Salaries and Benefits	\$ -	\$ -	\$ -
Total Supplies	\$ 2,000	\$ 2,000	\$ 2,100
Professional Contract Services	\$ 72,000	\$ 72,000	\$ 196,000
Communications			
Travel, Meals, Mileage			
Advertising			
Operating Rents and Leases			
Insurance			
Utility Services			
Repairs and Maintenance			
Dues, Memberships			
Printing and Binding	\$ 1,000	\$ 1,000	\$ 1,050
Registrations and Training			
Subscriptions and Publications			
Other Miscellaneous			
Total Other Services and Charges	\$ 75,000	\$ 75,000	\$ 199,150
Total Intergovernmental Services	\$ 5,000	\$ 5,000	\$ 5,250
Total Capital Outlays	\$ 8,000	\$ 8,000	
Expenditure Total	\$ 88,000	\$ 88,000	\$ 204,400

Notes:

2004 Expenditures: Assumes a professional services contract and not a direct hire. See notes below.

Capital Outlays assumes a computer and other office equipment will be purchased the initial year.

Intergovernmental Services is intended to cover the costs for Tukwila, the Jail ILA Fiduciary Agent

This is increased in the revised budget due to the initial start-up costs incurred by Tukwila.

Will need to confirm actual costs.

2004 Revised assumes other costs, except professional services and intergovernmental services remain the same due to initial start-up costs

2005 and 2006 Expenditures assumes a 5% growth per year in all expenses except capital expenses.

2005/2006 Assumes a \$100,000 cost of a jail planning consultant to determine future jail planning needs.

The actual costs may be incurred all in one year.

Professional Services

Professional Services Detail	Full Year	Half Year	2005 Proposed
	2004 Proposed	2004 Revised	
JAG Administrator (.75 in '04, 1.0 in '05)	\$ 72,000	\$ 36,000	\$ 96,000
Booking Alternative Study		\$ 36,000	
Jail Planning Consultant & Study			\$ 100,000
Total Professional Services	\$ 72,000	\$ 72,000	\$ 196,000

Proposed Salary Range for JAG Administrator

Senior Management Analyst Grade	First Step	Mid Step	High Step
Salary Range	\$ 70,000	\$ 80,000	\$ 90,000
Benefits at 20%	\$ 14,000	\$ 16,000	\$ 18,000
Total Salary and Benefits	\$ 84,000	\$ 96,000	\$ 108,000
.75 Time	\$ 63,000	\$ 72,000	\$ 81,000

REVISED MAY 5, 2005 - 10:00 a.m.

Revenues by City: Formula based on Population and Yakima Bed Commitment			
	Full Year	Half Year	DRAFT-Revised
Revenues by City	2004 Proposed	2004 Revised	2005 Proposed
Algona	\$ 250	\$ 250	\$ 250
Auburn	\$ 10,056	\$ 10,056	\$ 23,909
Beaux Arts	\$ 250	\$ 250	\$ 250
Bellevue	\$ 6,462	\$ 6,462	\$ 15,364
Black Diamond	\$ 250	\$ 250	\$ 250
Bothel	\$ 728	\$ 728	\$ 1,730
Burien	\$ 1,432	\$ 1,432	\$ 3,404
Carnation	\$ 250	\$ 250	\$ 250
Clyde Hill	\$ 250	\$ 250	\$ 250
Covington	\$ 705	\$ 705	\$ 1,677
Des Moines	\$ 2,622	\$ 2,622	\$ 6,234
Duvall	\$ 250	\$ 250	\$ 250
Enumclaw		\$ -	
Federal Way	\$ 5,571	\$ 5,571	\$ 13,245
Hunts Point	\$ 250	\$ 250	\$ 250
Issaquah	\$ 647	\$ 647	\$ 1,537
Kenmore	\$ 921	\$ 921	\$ 2,189
Kent		\$ -	
Kirkland	\$ 2,717	\$ 2,717	\$ 6,460
Lake Forest Park	\$ 665	\$ 665	\$ 1,581
Maple Valley	\$ 493	\$ 493	\$ 1,172
Medina	\$ 250	\$ 250	\$ 250
Mercer Island	\$ 1,109	\$ 1,109	\$ 2,636
Milton	\$ 250	\$ 250	\$ 250
Newcastle	\$ 269	\$ 269	\$ 639
Normandy Park	\$ 250	\$ 250	\$ 250
North Bend	\$ 350	\$ 350	\$ 832
Pacific	\$ 250	\$ 250	\$ 250
Redmond	\$ 3,456	\$ 3,456	\$ 8,216
Renton	\$ 4,393	\$ 4,393	\$ 10,444
Sammamish	\$ 1,282	\$ 1,282	\$ 3,047
SeaTac	\$ 1,229	\$ 1,229	\$ 2,922
Seattle	\$ 33,793	\$ 33,793	\$ 80,344
Shoreline	\$ 3,497	\$ 3,497	\$ 8,315
Skykomish	\$ 250	\$ 250	\$ 250
Snoqualmie	\$ 250	\$ 250	\$ 250
Tukwila	\$ 1,637	\$ 1,637	\$ 3,891
Woodinville	\$ 468	\$ 468	\$ 1,113
Yarrow Point	\$ 250	\$ 250	\$ 250
Total All Cities	\$ 88,000	\$ 88,000	\$ 204,400

**REPLACEMENT FOR PREVIOUSLY DISTRIBUTED
CONSENT CALENDAR ITEM #7**

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT:

1) Steven J. Underwood Memorial Park
Electrical Installation Project Contract

ATTACHMENTS:

A. Draft Agreement between City and
Rakoz Electric Inc. for the Steven J. Underwood
Memorial Park Electrical Installation Project

B. Project Bid Tabulation

FOR AGENDA OF: May 13, 2004

DEPT. OF ORIGIN: Parks, Recreation &
Senior Services

DATE SUBMITTED: May 13, 2004

CLEARANCES:

[x] Parks, Recreation and Senior Services
Director 
[x] City Attorney

APPROVED BY CITY MANAGER
FOR SUBMITTAL:

Purpose and Recommendation:

Administration recommends approval of Steven J. Underwood Memorial Park Electrical Installation Project Base Bid in the amount of \$186,306, including tax and a 10% contingency for project change orders as described below.

Motion: "I move to approve the agreement for electrical service and ballfield lighting installation at the Steven J. Underwood Memorial Park with Rakoz Electric Inc., in the amount of \$171,237.00 plus tax, and authorize the City Manager to sign contract, substantially in the form as submitted. And to authorize City Manager to approve change orders in amounts not to exceed 10% in total."

Background

The scope of this project is to install electrical service at Steven J. Underwood Memorial Park and lighting on one newly completed competition level sports field. The electrical service is needed for all current and expanded park uses. Field lighting is needed to expand field use to evening hours and reduce scheduling impacts. Participation levels and quality of experience will be improved resulting in fewer conflicts between user groups, injuries, and teams searching for practice and game fields away from home. Lighting will also help increase tournament use of the facility drawing tourism and making the facility more cost effective.

Land for the park was acquired with City and Interagency Committee for Outdoor Recreation (IAC). Two new competition level softball fields opened in 2003; a third competition field, park plaza and a memorial dedicated to fallen Police Officer Underwood opened this year. The City partnered with IAC, King County REET and Youth Sports Grants, South Highline Little League, Des Moines Midway Soccer Club, Des Moines Legacy Foundation, Des Moines Police

and Fire Fighters Guilds, Starbucks Coffee Company and Rotary Club to complete these projects. Proposed future phases include park restrooms and lighting for a second sports field in 2005, and soccer fields and additional sports field lighting in 2007.

Discussion

Four sealed bids were received by the City of Des Moines, Washington, until 11:30 A.M., on the 12th day of May 2004 at Des Moines City Hall Suite D- Community Development, 21630 11th Avenue South, for the Steven J. Underwood Memorial Park Electrical Project.

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

Base Bid: Provide Qwest and Puget Sound Energy service to site. Provide service entrance equipment, lighting controls, dry transformers, power panels, conduits, wire, scoreboard power for Fields #1 and #3, picnic shelter power (2), concrete pole bases, steel light poles and light fixtures for the entire Field #1 and partial lighting of Fields #2 and #3.

Request for 10% for Change Orders:

The Department requests change order approval of up to 10% for this project. Due to the current bid environment (rising costs) the proposed Alternate Additives could not be awarded due to funding limitations. However, a contingency of 10% may allow for completion of some of the needed work proposed in Additive Alternate #1 such as installation of concrete light pole bases. Installation of the bases requires the use of heavy equipment to auger 20 foot deep holes in areas of the park that will be difficult to reach once the park's hardscapes are installed. If this work is completed, the light poles that will sit upon the bases can be installed at a future date without harming completed construction, which will save the City money.

The following Additive Alternates were proposed as part of the bid but due to lack of funds, they can not be awarded.

Additive Alternate Bid #1: Provide remaining wiring to complete Fields #2 and #3, wiring for one (1) scoreboard, concrete pole bases, trenches and vaults for Fields #2 and #3.

Additive Alternate Bid #2: Provide additional light fixtures and steel light poles A4, B4, B5, C5, C6.

Additive Alternate Bid #3: Provide additional light fixtures and steel light poles B3, C3, C4.

A project walk-through for prospective bidders was held on May 4, 2004 at 10:00 a.m. at the park site located at 21800 S. 220th Street in Des Moines. All bids are made in accordance with the Plans and Specifications, and proposals are accompanied by a bid proposal deposit in cash, certified check, cashier's check, postal money order, or bid bond made payable to the City of Des Moines in an amount not less than five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory the bond within the time stated in the specifications, the bid proposal deposit will be forfeited to the City of Des Moines.

Financial Impact

Funding for the electrical project was adopted in the 2004 Capital Improvement Plan for Steven J. Underwood Memorial Park:

2004 Project Budget	\$362,320.00
2003 Project Remainder (for incomplete electrical project)	<u>\$ 7,988.00</u>
Subtotal	\$370,308.00
Anticipated Project funds to be expended (for electrical service and lighting project)	\$216,308.00
2004 Project Remainder (for restroom project)	\$154,000.00

IN WITNESS THEREOF, four (4) identical counterparts of this Agreement, each of which shall be deemed an original thereof, have been duly executed by the parties herein named, on the day and year first above written.

CITY OF DES MOINES, WASHINGTON
(Owner)

By: _____
Anthony Piasecki, City Manager

By direction of the Des Moines City Council

At an open public meeting on _____

ATTEST:

This _____ day of _____, 20____

City Clerk

APPROVED AS TO FORM:

Linda A. Marousek, City Attorney

Contractor

By:

Title:

Address:

(Corporate Seal)

ATTEST: (If Corporation):

Title: _____

WITNESS (If individual or partnership)

STEVEN J. UNDERWOOD MEMORIAL PARK - PHASE IB
Electrical Installation Project

#	ITEM DESCRIPTION	Rakoz Electric Inc. TOTAL PRICE	RTB Contracting TOTAL PRICE	Transtech Electric Inc. TOTAL PRICE	RMA Lighting TOTAL PRICE
	Base Bid:	171,237.00	173,279.00	\$208,898.00	230,000.00
	Subtotal Base Bid	\$171,237.00	\$173,279.00	\$208,898.00	\$230,000.00
	Sales Tax (8.8%)	\$15,068.86	\$15,248.55	\$18,383.02	\$20,240.00
	Total Base Bid	\$186,305.86	\$188,527.55	\$227,281.02	\$250,240.00
	Alternate Bid #1	47,382.00	48,194.44	58,769.89	53,000.00
	Sales Tax (8.8%)	\$4,169.62	\$4,241.11	\$5,171.75	\$4,664.00
	Total Alternate Bid #1	\$51,551.62	\$52,435.55	\$63,941.64	\$57,664.00
	Alternate Bid #2	92,910.00	127,750.00	121,196.00	116,000.00
	Sales Tax (8.8%)	\$8,176.08	\$11,242.00	\$10,665.25	\$10,208.00
	Total Alternate Bid #2	\$101,086.08	\$138,992.00	\$131,861.25	\$126,208.00
	Alternate Bid #3	45,406.00	70,250.00	60,050.00	61,000.00
	Sales Tax (8.8%)	\$3,995.73	\$6,182.00	\$5,284.40	\$5,368.00
	Total Alternate Bid #3	\$49,401.73	\$76,432.00	\$65,334.40	\$66,368.00

PRELIMINARY
SPECIAL MEETING DES MOINES CITY COUNCIL

MINUTES

April 22, 2004

The special meeting was called to order at 6:35 p.m. in the City Hall Conference Room, 21630 11th Avenue South, Suite A.

ROLL CALL - Present: Mayor Bob Sheckler, Mayor Pro Tem Scott Thomasson, Councilmembers Gary Petersen, Dan Sherman, Maggie Steenrod, and Susan White. Absent: Councilmember Richard Benjamin. Also in attendance were City Manager Tony Piasecki, Assistant City Manager Corbitt Loch, City Attorney Linda Marousek, Assistant City Attorney Richard Brown, Community Development Director Judith Kilgore, Development Services Manager Robert Ruth and Mike Walter, outside Counsel.

It was announced that the Council would hold an Executive Session for approximately 60 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.

At 7:25 p.m. City Manager Piasecki announced that the City Council would remain in Executive Session until 7:40 p.m.

No formal action was taken.

ADJOURNMENT

The special meeting adjourned at 7:40 p.m.

Respectfully submitted,

Linda A. Marousek
City Attorney

PRELIMINARY
REGULAR MEETING DES MOINES CITY COUNCIL

MINUTES

April 22, 2004

At 7:25 p.m., City Manager Piasecki announced that Council would remain in Executive Session until 7:40 p.m.

The regular meeting of the Des Moines City Council was called to order at 7:42 p.m. by Mayor Sheckler in the City Council Chambers, 21630 11th Avenue South.

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

ROLL CALL - Present: Mayor Bob Sheckler, Mayor Pro Tem Scott Thomasson, Councilmembers Gary Petersen, Dan Sherman, Maggie Steenrod, and Susan White. Absent: Councilmember Richard Benjamin. Also present were City Manager Tony Piasecki, Assistant City Manager Corbitt Loch, City Attorney Linda Marousek, Community Development Director Judith Kilgore, Park and Recreation Director Patrice Thorell, Deputy City Clerk Angela Chaufy.

MOTION was made by Councilmember Petersen, seconded by Councilmember Thomasson and passed unanimously to excuse Councilmember Benjamin from attendance.

BOARD & COMMITTEE REPORTS

Suburban Cities Association

Councilmember Sherman reported that he had attended the Suburban Cities Association meeting. The group discussed various solutions for handling garbage as King County had revised their fee structure for solid waste disposal facilities.

Historic Preservation Planning

Councilmember White reported that she and Park and Recreation Director Thorell had toured Tibbetts Manor and Pickering Farm to study Issaquah's use of historical facilities for rentals, retreats, meetings, and tourist attractions. She said that she was excited to consider the potential of the Des Moines Beach Park in this context.

Wooton Park Clean-Up Project

Councilmember White informed Council that approximately fifteen volunteers had worked to clean Wooton Park. She thanked all who participated.

Public Safety and Transportation Committee

Mayor Pro Tem Thomasson announced that the Committee had completed its review of speed limits. He asked that the subject be placed on a future agenda.

ADMINISTRATION REPORTS

Redondo Boat Launch

City Manager Piasecki announced that the Redondo Boat Launch Ribbon Cutting Ceremony was scheduled for April 30, 2004 at 11:00 a.m. He reported that the facility's breakwater had been installed and was operating as anticipated.

Activity Center Parking Lot Striping

City Manager Piasecki informed Council that the road in front of the Activity Center had been striped.

Downtown Clean-up Project

City Manager Piasecki announced that the Des Moines Boosters, in conjunction with the Parks Department, would host a downtown clean-up project on May 2, 2004 beginning at 10:00 a.m.

Congressman Adam Smith

City Manager Piasecki announced that Congressman Smith would be present at the May 27, 2004 Council meeting to discuss the status of various federal issues. He asked that Council provide him with a list of any specific topics they wished Congressman Smith to address.

Rotary Dictionary Project

City Manager Piasecki introduced Jack Kniskern.

On behalf of the Rotary Club, Mr. Kniskern informed Council of the Rotary Dictionary Project. The goal of the project is to support student learning and education by giving a dictionary to every third-grader in Des Moines. The Club presented the first dictionaries to students at Parkside Elementary School last Wednesday. Mr. Kniskern showed Council a sample dictionary and read the label inside its cover. He said that the Rotary Club expected the Dictionary Project to be a long-term project and they would be seeking community funding support. A "Dictionary By the Dozen" fund-raising campaign would soon be conducted. Upon the request of Councilmember Sherman, Mr. Kniskern read the definition for the word "government".

Mayor Sheckler thanked Mr. Kniskern for his efforts on this project.

CONSENT CALENDAR

Mayor Sheckler read the statement of recognition for National Police Week and Police Memorial Day as presented in Consent Calendar Item No. 3.

Deputy City Clerk Chaufy read the Consent Calendar as follows:

1. Motion is to approve the minutes of regular meeting of April 1, 2004, and regular and special meetings of April 8, 2004.
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 #93852 through #94021 & electronic fund transfers in the total amount of \$597,936.15

Payroll fund transfers in the total amount of \$364,712.45

3. Motion is to recognize the week of May 9, 2004 though May 15, 2004 as *National Police Week* and May 15, 2004 as *Police Memorial Day* in the City of Des Moines.

4. Motion is to authorize the City Manager to sign the 2004 LHWMP contract amendment for contract No. D32773D between the City and the Seattle-King County Department of Public Health and the 2004-2005 King County Solid Waste Division WR/R contract No. D33514D.

~~5. Draft Ordinance No. 03-282 Title: An Ordinance of the City of Des Moines, Washington relating to fireworks, revising language in DMMC 9.40.020, 9.40.140, and 9.40.150 to clarify and refine firework definitions and exceptions in order to conform with state law.~~

~~TWO MOTIONS: First motion is to suspend Council Rule 26(b) Second motion is to approve Draft Ordinance No. 03-282.~~

Councilmember Sherman removed Item No. 5.

Mayor Sheckler corrected a sentence on page 2 of the April 8, 2004 regular meeting minutes.

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

REMOVED CONSENT CALENDAR ITEM NO. 5

Draft Ordinance No. 03-282 [Assigned Ord. No. 1338] – Fireworks Definitions

In light of the Fire District Commissioners' second letter to Council requesting a ban on consumer fireworks and Council's prior discussions regarding the Fourth of July public fireworks, Councilmember Sherman said he would not support the proposed ordinance as it did not ban consumer fireworks.

MOTION was made by Councilmember Shernan and seconded by Mayor Sheckler to direct Administration to draft a similar proposed ordinance containing the changes in verbiage and specifically banning consumer fireworks.

Councilmember White voiced support for the motion based upon the recommendations of the police department.

VOTE ON MOTION: Motion failed, 3 – 3, with Mayor Pro Tem Thomasson and Councilmembers Petersen and Steenrod opposed.

MOTION was made by Mayor Pro Tem Thomasson and seconded by Councilmember Steenrod to suspend Rule 26(b) in order to enact Draft Ordinance No. 03-282 on the first reading.

VOTE ON MOTION: Motion passed, 4 – 2, with Councilmembers Sherman and White opposed.

MOTION was made by Mayor Pro Tem Thomasson, seconded by Councilmember Steenrod, and passed unanimously to enact Draft Ordinance No. 03-282, relating to fireworks and amending DMMC 9.40.020, 9.40.140 and 9.40.150 to clarify and refine firework definitions.

City Manager Piasecki read the title of the ordinance into the record.

PUBLIC HEARING

2004 Community Development Block Grant (CDBG) Program Revision

Mayor Sheckler opened the public hearing. He confirmed that there were no citizens wishing to speak during the hearing.

Community Development Director Kilgore noted that Council had appropriated CDBG funds for the Pacific Ridge sidewalk project in 2002 and 2003. Due to the delay of the Pacific Highway South Project, the sidewalk project would not be implemented within the two-year window allowed by the CDBG Program. Therefore, Administration recommended that Council cancel the 2002 and 2003 Community Development Block Grant Pacific Ridge Sidewalk project in the total amount of \$133,570, reallocate \$16,900 to the design and construction of the Wesley Crosswalk signal, and reallocate the remaining \$116,670 to the Midway Park Project. Community Development Director Kilgore informed Council that the money had to be reallocated to existing projects.

Mayor Pro Tem Thomasson reviewed the Midway Park improvements as described in the Capital Improvement Plan. He asked if the \$65,000 currently allocated for park improvements could be reprogrammed to the Activity Center's curb, gutter, and sidewalk project.

Community Development Director Kilgore said that, per CDBG rules, the curb, gutter, and sidewalk project would be considered a new project. The money had to be given to existing CDBG projects. Community Development Director Kilgore confirmed that \$65,000 had been allocated to the Midway Park Project in 2004.

Mayor Pro Tem Thomasson said that the city should not do twice the improvements at the park just because money was available.

Park and Recreation Director Thorell informed Council that the \$65,000 would fund the installation of ADA accessible sidewalks around the play area and new fall material. The additional \$116,670 would allow the City to relocate and purchase durable equipment.

Councilmember White voiced support for Administration's recommendation as it would improve the quality of life in the Pacific Ridge area.

Mayor Sheckler called for speakers three times.

None responded.

Mayor Sheckler closed the public hearing.

MOTION was made by Councilmember White and seconded by Councilmember Steenrod to approve the cancellation of the 2002 and 2003 CDBG Pacific Ridge sidewalk project in the amount of \$133,570.

Councilmember Sherman voiced support for the motion. He stressed the importance of ensuring that the Pacific Ridge sidewalk project was not forgotten.

City Manager Piasecki confirmed that, when the time was right, the project would be presented to Council again.

Councilmember Steenrod said that, regardless of whether CDBG funds could be obtained for the Pacific Ridge sidewalk project, the project should be done. She asked that Council make the sidewalk project a priority.

City Manager Piasecki informed Council that real estate excise tax revenues were higher than expected and would be available to fund various projects.

Mayor Thomasson recommended that Council re-program the \$65,000 currently allocated to the Midway Park project to the Pacific Ridge sidewalk project and then allocate additional 2005 CDBG funds to the sidewalk project.

VOTE ON MOTION: Motion passed unanimously.

MOTION was made by Councilmember Steenrod, seconded Councilmember Sherman and passed unanimously to approve the reallocation of \$16,900 in CDBG funds to the 2003 Wesley Crosswalk Signal project.

MOTION was made by Councilmember White and seconded by Councilmember Steenrod to approve the expenditure of \$116,670 to the 2004 Midway Park project.

Upon questioning from Mayor Pro Tem Thomasson, Community Development Director Kilgore confirmed that, in the motion, the word "expenditure" should be changed to "reallocation".

The maker and seconder of the motion accepted the correction as a friendly amendment.

Community Development Director Kilgore said that the \$65,000 could not be allocated to the Pacific Ridge sidewalk project as the money could only be allocated to an existing project.

Councilmember Steenrod stated that the Midway Park was heavily used. She said that the City needed to put time and money into providing a quality recreational area for the children.

VOTE ON MOTION: Motion passed, 5 – 1, with Mayor Pro Tem Thomasson opposed.

MOTION was made by Councilmember Steenrod, seconded by Councilmember Sherman, and passed unanimously to direct any additional funds realized from the reallocation to the Midway Park project.

AGENDA REVISION

Mayor Sheckler announced that Council would address New Business Item No. 1 next.

At 8:28 p.m., Mayor Sheckler declared a seven-minute break.

NEW BUSINESS

State Historic Preservation Planning - Des Moines Beach Park

Washington State Office of Archaeology and Historic Preservation Certified Local Government Coordinator Megan Duvall introduced the topic. She informed Council of the federal, state, and local historic preservation programs and the National, Washington State, and local historical registers. Ms. Duvall noted that, in 1995, Council adopted Ordinance No. 1124 related to the

protection of historic and archaeological resources. She said that historical resources retain a community's sense of place, reflect a community's unique heritage, symbolize the health of a community, and promote tourism. Ms. Duvall identified the following benefits of a community becoming a certified local government:

- Partnership in the national/state historic preservation program.
- Access to technical assistance by the State Office of Archaeology and Historic Preservation.
- Locally designated properties become eligible for special tax valuation.
- Small grant funds become available through the Historic Preservation Fund.
- Participation in the nomination of local properties to the National Register of Historic Places.

Ms. Duvall said that a local historic preservation program could be a catalyst for sparking investment in the City's historic properties. She introduced Julie Koler from King County's Historical Preservation Department. In response to Mayor Pro Tem Thomasson's questioning, Ms. Duvall explained that King County had grants available for historic properties but the State money was usually not used for capital improvements.

Ms. Koler informed Council that thirteen local communities had signed an interlocal agreement for landmark services with King County. The interlocal agreement was cost-effective, provided professional assistance, and made available incentive programs. The King County program provided a grant program, a loan program, and current use assessment for landmark properties. Ms. Koler explained that the King County Ordinance, which would need to be adopted by reference if an interlocal agreement for landmark services was signed, did not require the consent of the property owner. Councils in North Bend and Black Diamond had retained control by requiring City Council approval of all nomination applications. Ms. Koler urged Council to consider entering into an interlocal agreement with King County.

Councilmember Sherman noted that several owners did not want their property listed in Ordinance 1124. At that time, Council had not required them to participate.

Ms. Koler said that the County, through their ordinance, had the authority to deny the demolition of a historic property. Under the interlocal agreement, the King County Landmark Commission, with a City Council appointed member, would serve as the local commission. The City would have the option of having the design review performed locally or by the County. Ms. Koler identified the primary criteria for the listing of a property on the register to be:

- Compliant with National Register Program standards,
- Age forty years or older,
- Maintained physical integrity, and
- Association with a significant event, person, or theme.

Councilmember White said that Des Moines Beach Park was the birthplace of Des Moines.

Ms. Duvall said that historical property must meet fourteen criteria for the State listing. In response to Councilmember Petersen's questioning, Ms. Duvall explained that a property listed on the State's Historical Register could be sold to a new owner. Generally, there were no provisions which allowed an owner to remove a property from the listing.

In response to Councilmember Steenrod's questioning, Community Development Director Kilgore estimated that 30 to 50 properties were currently on Des Moines' historical property list. Additional properties were also eligible but, at the time of Ordinance No. 1124's adoption, several property owners had not consented to their property being listed.

Ms. Duvall suggested that Council conduct the process again as community education was important.

In response to Councilmember Steenrod's questioning, Ms. Koler said that King County's recommendation for the interlocal was contained in Council's packet. If property owner consent was important to the Council, then the City might choose to partner with the State rather than the County.

If Council desired to maintain the owner consent provision and still partner with King County, City Manager Piasecki noted that the City could adopt a process which required all nominations to go through Council first.

Mayor Pro Tem Thomasson stated that he did not believe an interlocal agreement with King County would provide a great financial benefit. He said that the City could potentially lose property tax through the "current use property tax" program as valuation of the properties would be reduced.

Ms. Koler urged Council to consider the cumulative impact of adopting a historic preservation program as the value was returned to a City over years through tourism and community pride.

MOTION was made by Councilmember Steenrod and seconded by Councilmember White to direct staff to prepare a draft ordinance regarding City of Des Moines' commitment to the preservation of Des Moines' heritage assets related to becoming a Certified Local Government through an Interlocal Agreement for Landmark Services between the City and King County relating to landmark designation and protection services.

Councilmember Sherman spoke against the motion as he felt it would violate the property rights of individuals. He said that he was more amiable to a Certified Local Government program. Councilmember Sherman stated that the property owner should be allowed to say "no" at the outset of the process.

Mayor Pro Tem Thomasson agreed with Councilmember Sherman's concern regarding owner consent. He said he would not support either the County's or the State's programs.

VOTE ON MOTION: Motion failed, 2 – 4, with Councilmembers Steenrod and White voting "Yes".

MOTION was made by Mayor Sheckler and seconded by Councilmember Sherman to direct staff to prepare a draft ordinance regarding City of Des Moines' commitment to the preservation of Des Moines' heritage assets related to becoming a Certified Local Government.

Mayor Pro Tem Thomasson spoke against the motion as it added complexity to the program but did not adopt any new rules. Limited funding would be provided for education materials only.

Ms. Duvall noted that the tax valuation incentive program would also be available.

Councilmember Steenrod expressed concern that another layer of government would be created. She questioned whether the City's existing ordinance could be altered to allow property owners to benefit from the tax valuation incentive program.

Ms. Duvall said that Council could adopt a provision that allowed property owners a similar incentive. She said that the State program would provide planning grants, interpretive grants, and a National Register nomination.

Mayor Pro Tem Thomasson noted that the Des Moines Beach Park had previously been denied a listing on the National Register as its facility had been severely compromised.

Ms. Duvall confirmed that the facility had been rejected due to integrity issues.

VOTE ON MOTION: Motion failed, 3 – 3, with Mayor Pro Tem Thomasson and Councilmembers Petersen and Steenrod opposed.

Councilmember Steenrod questioned whether the City could adopt an Ordinance that applied to City-owned property only.

Ms. Koler confirmed that King County would be willing to consider the proposal.

Council concurred that staff should discuss this option with King County.

Park and Recreation Director Thorell informed Council that consultants from Project Management Northwest needed to tie previous historic preservation studies concerning the Des Moines Beach Park to today. She requested funding to hire Artifacts, a preservationist company, to provide the heritage piece to the State legislature.

City Manager Piasecki noted that the money for the study had not been budgeted. He asked Council to include approximately \$10,000 for the study in the proposed budget amendments.

Councilmembers White and Sherman voiced support for the request.

Park and Recreation Director Thorell confirmed that staff would ensure there would be no duplication of work between the two consultants.

Council concurred.

OLD BUSINESS

Council Chambers and PEG Upgrade Project

Assistant City Manager Loch introduced the subject and introduced consultant Lon Hurd from 3H Communications. He noted that the City was also working with Puget Sound Access and the consultants for the court video arraignment system.

Mr. Hurd informed Council that three meetings with the users of the Council Chambers had been conducted to identify needs. Existing equipment, space, and wiring conduit had been reviewed. Mr. Hurd asked Council to provide input regarding the design and features of the audio/visual upgrade project.

Councilmember White requested voice-activated microphones.

Mayor Sheckler asked that the upgrade satisfy the audience's concerns regarding volume and lighting.

In response to Mayor Pro Tem Thomasson's questioning, Mr. Hurd informed Council that a document camera would include a direct feed into the video recording. Microphone options would be presented later in the process.

Councilmember Sherman asked that the wires on the dais be eliminated and a light be installed to signal whether the microphone was on or not. In regard to the character generator, he asked that digital video, DVD capability, HDTV capability, weather, time and date display capabilities be included.

Councilmember Steenrod suggested that a screen be placed behind Council so that the public could view information without straining. She also requested web access.

Mr. Heard said that the room would be designed to handle live or delayed broadcast.

Upon questioning from Mayor Pro Tem Thomasson, City Manager Piasecki said that it was staff's desire to provide infrastructure for Council to plug in their own laptop computers, if desired.

Assistant City Manager Loch said that the goal of the project was to provide the infrastructure for 21st Century technology. He anticipated the project being completed in the summer.

City Manager Piasecki noted that the HVAC project should address some of the sound quality complaints.

NEXT MEETING DATE - Regular Meeting April 29, 2004

ADJOURNMENT

At 10:25 p.m., **motion** was made by Councilmember Sherman, seconded by Councilmember Steenrod and passed unanimously to adjourn the meeting.

Respectfully submitted,

Angela M. Chaufy
Deputy City Clerk

ACTION ITEMS FROM APRIL 22, 2004 MEETING

- Schedule a discussion regarding speed limits for a future meeting.

- Discuss the possibility of adopting an ordinance pertaining to City owned historical property only with King County.

PRELIMINARY
REGULAR MEETING DES MOINES CITY COUNCIL

MINUTES

April 29, 2004

The regular meeting of the Des Moines City Council was called to order at 7:38 p.m. by Mayor Sheckler in the City Council Chambers, 21630 11th Avenue South.

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

ROLL CALL - Present: Mayor Bob Sheckler, Mayor Pro Tem Scott Thomasson, Councilmembers Richard Benjamin, Gary Petersen, Dan Sherman, Maggie Steenrod, and Susan White. Also present were City Manager Tony Piasecki, Assistant City Manager Corbitt Loch, City Attorney Linda Marousek, Public Works Director Tim Heydon, Finance Director Paula Henderson, and Deputy City Clerk Angela Chaufy.

CORRESPONDENCE

Sanborn Street Vacation Correspondence

City Manager Piasecki confirmed that copies of the fax from Qwest and the e-mail from Tom Keown of Highline Water District regarding Old Business, Item No. 1 had been distributed to Council.

BOARD & COMMITTEE REPORTS

Mount Rainier High School Ceremony Honoring Ben Colgan

Councilmember Steenrod informed Council that she had attended a ceremony at Mount Rainier High School honoring U.S. Army Lieutenant Ben Colgan who was killed in action in Iraq last November. She read an e-mail from his widow, Jill Colgan, thanking all who participated in the event.

Dollars for Scholars

Councilmember Steenrod announced that the Des Moines Legacy Foundation and Rotary Club would be sponsoring a Sports Night fundraiser for the Dollars for Scholars program on May 15, 2004. She encouraged everyone to attend. Councilmember Steenrod noted that the Dollars for Scholars scholarship application deadline was April 30, 2004.

Covered Bus Shelters

Councilmember Steenrod informed Council that King County Councilmember Julia Patterson had indicated that the County was willing to provide financial assistance to the City for the purpose of installing covered bus shelters at various bus stops. Citizens wishing to provide input regarding specific locations for the shelters should contact Councilmember Steenrod at (206)991-3487.

City Manager Piasecki said that the public could also contact him or the Public Works Director at (206) 878-4595 with recommendations.

Economic Development Committee

Councilmember White reported that the Economic Development Committee would meet next week. The committee was developing an economic development revitalization plan. Councilmember White said that she was distressed as she understood that the proposed budget amendments would be pulled from the agenda as some Councilmembers might be using certain leverage concerning legal fees before certain items were addressed. Councilmember White said that she was uncomfortable with this approach and hoped that Council could move beyond this and do things for the good of the community. Councilmember White said that the budget amendments were essential to moving forward with economic development.

PRESIDING OFFICER'S REPORT

Mount Rainier High School Ceremony Honoring Ben Colgan

Mayor Sheckler thanked Councilmember Steenrod for attending the Mount Rainier High School Ceremony honoring Ben Colgan. He noted that he was unable to attend the event.

Mount Rainier High School Foreign Exchange Students

Mayor Sheckler informed Council that he had presented certificates granting honorary Des Moines' citizenship to fourteen foreign exchange students from France on April 26, 2004.

ADMINISTRATION REPORTS

Redondo Boat Launch Ribbon-Cutting Ceremony

City Manager Piasecki announced that the Redondo Boat Launch Ribbon Cutting Ceremony was scheduled for April 30, 2004 at 11:00 a.m.

Downtown Clean-up Project

City Manager Piasecki announced that the Des Moines Boosters, in conjunction with the Parks Department, would host a downtown cleaning project on May 2, 2004 beginning at 10:00 a.m.

Initiative 864 – 25% Property Tax Reduction

City Manager Piasecki noted that Association of Washington Cities had sent information to Council regarding Initiative 864, a measure to reduce property tax by 25%. If adopted, the measure would result in approximately \$700,000 lost revenue for the City. AWC provided a fact sheet on I-864, a copy of the initiative, an estimate of property tax losses to individual cities, and a fact sheet on Public Disclosure Commission guidelines for ballot proposition activities. If any Councilmembers had not received the information, City Manager Piasecki asked them to contact him.

Stormwater Detention Treatment Plant Project

City Manager Piasecki noted that the stormwater detention treatment facility project to the west of Midway Crossing included the installation of a detention pond, the restoration of vegetation, and the planting of 42 douglas fir trees.

Public Works Director Heydon displayed an aerial photo of the site prior to the start of the project and the landscape plan for the finished project. Work should be completed during the summer. In response to Councilmember Benjamin's questioning, Public Works Director

Heydon confirmed that staff could provide tree landscaping on the southend of the project if Council desired.

CONSENT CALENDAR

MOTION was made by Mayor Sheckler to recognize the week of May 9 through 15, 2004, as "Homes for the Aging Week" in Des Moines.

Mayor Sheckler read the recognition statement into the record. He introduced the following individuals:

Jane Ipsen, Executive Director of Masonic Retirement Center
Russ Akiyama, Executive Director of Judson Park Retirement Community and
Natalie Wilcox-McCann, Resident Services Director

Mayor Sheckler noted that Wesley Homes Executive Director Kevin Anderson was not able to attend the meeting.

Motion was seconded by Mayor Pro Tem Thomasson and passed unanimously.

OLD BUSINESS

Draft Ordinance No. 03-172 -- Sanborn Street Vacation

Mayor Sheckler introduced the subject.

Councilmember Sherman recused himself from the discussion and left the chambers.

City Attorney Marousek reported that the public hearing for this item was closed. Per Council's direction, the format of the legal description of the total property had been re-written and the legal descriptions for the easements were consistent with plat records. Qwest and Highline Water District had each requested an easement. If Council wished to grant Qwest's request, she would suggest a modification of the proposed ordinance to be consistent with that. City Attorney Marousek noted that the applicant and Highline Water District still disputed the appropriate width of the water district's easement. She noted that applicant Scott Sanborn and his attorney, Eric Stahlfeld, were available to respond to questions from Council.

In response to Mayor Pro Tem Thomasson's questioning, Public Works Director Heydon confirmed that the Highline Water District easement should extend to the center of 12th Avenue South. The legal description for the City's vacation and Highline Water District's easement would be identical, except for the alley.

City Attorney Marousek confirmed that, if approved, the north half of the street would revert to the north property owner and the south half of the street would be transferred to the south property owner. When determining the width of the vacation, she encouraged Council to consider Highline Water District's e-mail as well as comments from Mr. Stahlfeld. City Attorney Marousek reported that the applicant had no objection to Qwest's requested easement language or to the survey. It was her understanding, however, that the applicant objected to encumbering the entire north thirty feet with a water line easement. Mr. Stahlfeld had indicated that his client would not object to the south ten feet of the north thirty feet being encumbered

with a water line easement. City Attorney Marousek noted that a twenty-inch water pipe runs down the center of the right-of-way. Repair of the pipe would require large equipment in the area. If Council wished to include Qwest and Highline Water District's request, City Attorney Marousek suggested the following modifications to the proposed ordinance:

Add Section 3.3.a – To protect existing telecommunications facilities in locations and dimensions not to exceed twenty feet in width for each telecommunication line which locations and dimensions have been provided by Qwest.

Add Section 3.3.b – Add appropriate water line language.

MOTION was made by Mayor Pro Tem Thomasson, seconded by Councilmember Steenrod and passed unanimously to move this item to the next meeting's agenda and to modify the proposed ordinance in order to establish the easement requested by the phone company and the full sixty-foot easement requested by the water district.

At 8:05 p.m., Councilmember Sherman returned to the chambers.

NEW BUSINESS

Draft Ordinance No. 04-073 – 2004 Budget Amendments, 1st Reading

MOTION was made by Councilmember Steenrod and seconded by Councilmember White to postpone the item to a future date to be determined by the Mayor and City Manager.

Councilmember Sherman questioned whether any items required immediate approval.

City Manager Piasecki asked Council to authorize the replacement of the blower immediately. The budget amendment could be presented to Council at a later date.

Councilmember Thomasson questioned whether Council would consider approving the initial list of budget amendments previously distributed to Council.

City Manager Piasecki explained that the amended list included expenditure adjustments for an economic development strategy, the Zoning Code re-write, and the Beach Park Historic Report.

At 8:10 p.m., Mayor Sheckler declared a five-minute break.

As maker and seconder of the motion, Councilmembers Steenrod and White confirmed that they would not rescind their motion.

VOTE ON MOTION: Motion passed, 5 – 2, with Mayor Pro Tem Thomasson and Councilmember Sherman opposed.

Intergovernmental Relations Policies and Positions

MOTION was made by Councilmember White and seconded by Councilmember Steenrod to postpone the item to a future date to be determined by the Mayor and City Manager.

Mayor Pro Tem Thomasson said that he would like to discuss the issue so that staff could bring back a revised document to Council. He noted that Item Nos. B.1.a, B.1.d, and B.2.z were no longer issues before Council.

Should discussion of the item be postponed, Mayor Sheckler asked Council to contact the City Manager with a list of any items they wished to discuss.

VOTE ON MOTION: Motion passed, 5 – 2, with Mayor Pro Tem Thomasson and Councilmember Sherman opposed.

Draft Ordinance No. 03-022 – Procedure for Gift/Donation to City, 1st Reading

Finance Director Henderson introduced the subject. She noted that RCW 35.21.100 requires a City to have an ordinance in place prior to accepting donations.

MOTION was made by Mayor Pro Tem Thomasson, seconded by Councilmember White, and passed unanimously to pass Draft Ordinance No. 03-022, authorizing the acceptance of donations, and establishing accounts to administer the receipt of donations and future expenditures, to a second reading for enactment on the next available consent calendar.

EXECUTIVE SESSION

At 8:25 p.m., it was announced that Council would hold an Executive Session for approximately 45 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.

At 9:47 p.m., the Council reconvened in open session.

NEXT MEETING DATE - Regular Meeting, May 6, 2004 [*Editor's Note: The May 6, 2004 Council meeting was later cancelled. The next regular meeting would be May 13, 2004.*]

ADJOURNMENT

At 9:48 p.m., **motion** was made by Councilmember **Sherman**, seconded by Councilmember **Steenrod** and passed unanimously to adjourn the meeting.

Respectfully submitted,

Angela M. Chaufty
Deputy City Clerk

ACTION ITEMS FROM APRIL 29, 2004 MEETING

- Modify Draft Ordinance No. 03-172 per Council's direction.
- Reschedule discussion of Draft Ordinance No. 04-073
- Reschedule discussion regarding intergovernmental Relations Policies and Policies.

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT:

1) Steven J. Underwood Memorial Park
Electrical Installation Project Contract

FOR AGENDA OF: May 13, 2004

DEPT. OF ORIGIN: Parks, Recreation &
Senior Services

ATTACHMENTS:

A. Draft Agreement between City and
(bidder's name) for the Steven J. Underwood
Memorial Park Electrical Installation Project

B. Project Bid Tabulation (to be provided at
City Council meeting on 5-13-04)

DATE SUBMITTED: May 4, 2004

CLEARANCES:

[x] Parks, Recreation and Senior Services
Director *[Signature]*
[x] City Attorney *[Signature]*

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

Purpose and Recommendation:

Administration recommends approval of Steven J. Underwood Memorial Park Electrical Project with the successful bidder (bidder's name).

Motion: "I move to approve the agreement for electrical service and ballfield lighting installation at the Steven J. Underwood Memorial Park with (bidder's name) in the amount of \$ (bid amount) plus tax, and authorize the City Manager to sign contract, substantially in the form as submitted. And to authorize City Manager to approve change orders in amounts not to exceed 10% in total."

Background:

The scope of this project is to install electrical service at Steven J. Underwood Memorial Park and lighting on one newly completed competition level sports field. The electrical service is needed for all current and expanded park uses. Field lighting is needed to expand field use to evening hours and reduce scheduling impacts. Participation levels and quality of experience will be improved resulting in fewer conflicts between user groups, injuries, and teams searching for practice and game fields away from home. Lighting will also help increase tournament use of the facility drawing tourism and making the facility more cost effective.

Land for the park was acquired with City and Interagency Committee for Outdoor Recreation (IAC). Two new competition level softball fields opened in 2003; a third competition field, park plaza and a memorial dedicated to fallen Police Officer Underwood opened this year. The City partnered with IAC, King County REET and Youth Sports Grants, South Highline Little League, Des Moines Midway Soccer Club, Des Moines Legacy Foundation, Des Moines

Police and Fire Fighters Guilds, Starbucks Coffee Company and Rotary Club to complete these projects. Proposed future phases include park restrooms and lighting for a second sports field in 2005, and soccer fields and additional sports field lighting in 2007.

Discussion

Sealed bids were received by the City of Des Moines, Washington, until 11:30 A.M., on the 12th day of May 2004 at Des Moines City Hall Suite D- Community Development, 21630 11th Avenue South, for the Steven J. Underwood Memorial Park Electrical Project.

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

Base Bid: Provide Qwest and Puget Sound Energy service to site. Provide service entrance equipment, lighting controls, dry transformers, power panels, conduits, wire, scoreboard power for Fields #1 and #3, picnic shelter power (2), concrete pole bases, steel light poles and light fixtures for the entire Field #1 and partial lighting of Fields #2 and #3.

Additive Alternate Bid #1: Provide remaining wiring to complete Fields #2 and #3, wiring for one (1) scoreboard, concrete pole bases, trenches and vaults for Fields #2 and #3.

Additive Alternate Bid #2: Provide additional light fixtures and steel light poles A4, B4, B5, C5, C6.

Additive Alternate Bid #3: Provide additional light fixtures and steel light poles B3, C3, C4.

A project walk-through for prospective bidders was held on May 4, 2004 at 10:00 a.m. at the park site located at 21800 S. 220th Street in Des Moines.

All bids are made in accordance with the Plans and Specifications, and proposals are accompanied by a bid proposal deposit in cash, certified check, cashier's check, postal money order, or bid bond made payable to the City of Des Moines in an amount not less than five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory the bond within the time stated in the specifications, the bid proposal deposit will be forfeited to the City of Des Moines.

Financial Impact:

Funding for the electrical project was adopted in the 2004 Capital Improvement Plan for Steven J. Underwood Memorial Park:

2004 Project Budget	\$362,320.00
2003 Project Remainder (for incomplete electrical project)	\$ 7,988.00
Subtotal	\$370,308.00
Anticipated Project funds to be expended (for electrical service and lighting project)	\$216,308.00
2004 Project Remainder (for restroom project)	\$154,000.00

It is anticipated that this electrical service and lighting project will require approximately \$216,308 funds to complete. The remaining funds are scheduled for the construction of a restroom as approved in the 2004 CIP.

Recommendation/Conclusion:

Staff recommends that City Council award the bid for the Steven J. Underwood Memorial Park Electrical Project with the successful bidder (bidder's name).

Concurrence:

Parks, Recreation and Senior Services Staff concur with this request.

IN WITNESS THEREOF, four (4) identical counterparts of this Agreement, each of which shall be deemed an original thereof, have been duly executed by the parties herein named, on the day and year first above written.

CITY OF DES MOINES, WASHINGTON
(Owner)

By: _____
Anthony Piasecki, City Manager

By direction of the Des Moines City Council

At an open public meeting on _____

ATTEST:

This _____ day of _____, 20____

City Clerk

APPROVED AS TO FORM:

Linda A. Marousek, City Attorney

Contractor

By:

Title:

Address:

(Corporate Seal)

ATTEST: (If Corporation):

Title:

WITNESS (If individual or partnership)

ATTACHMENT B- PROJECT BID TABULATION
TO BE PROVIDED AT MAY 13TH CITY COUNCIL MEETING

A G E N D A I T E M

SUBJECT: City Hall HVAC Upgrade -
Contract for professional services.

FOR AGENDA OF: May 13, 2004
DEPT. OF ORIGIN: Administration
DATE SUBMITTED: May 5, 2004
CLEARANCES:

ATTACHMENTS:

1. Contract with Attachment A.

☒ LEGAL

APPROVED BY THE CITY MANAGER
FOR SUBMITTAL

Purpose and Recommendation:

The purpose of this agenda item is to gain Council authorization to contract for final design and construction management services needed to replace the HVAC systems within the City Council Chambers and the North Wing of City Hall.

"I move to authorize the City Manager to sign the contract with Lawhead Architects, P.S. for professional architectural and engineering services relating to the renovation of City Hall. The contract shall be in the amount of \$30,000 and shall be in a form as approved by the City Attorney."

Background:

The HVAC (heating, ventilation, and air conditioning) equipment within the City Council Chambers and the North Wing of City Hall need to be replaced. The 2004-09 Capital Improvement Plan (CIP) appropriates \$293,056 toward this project.

Discussion:

Lawhead Architects, P.S. was hired previously to analyze the condition and utilization of the Council Chambers building and the North Wing of City Hall. While some cosmetic and layout changes have been recommended, the most pressing need is the replacement of the HVAC systems.

The HVAC equipment in the Council Chambers is old and cannot be expected to remain functional much longer. With a new HVAC system, there an opportunity to reduce the "white noise" that degrades the audio recordings of Council meetings.

There is no central HVAC system within the North Wing of City Hall. Instead, there are individual wall units that provide only marginal climate control. The wall units are also at the end of their useful life. Administration proposes to install a central HVAC system in the attic of the North Wing Building. This approach will provide flexibility as space needs change over time.

With the replacement of the audio/visual system within the Council Chambers, there is a need to create a new media control room. The large number of electronic devices in that room requires climate control beyond what our current systems can provide. By replacing our HVAC systems now, we have the opportunity to address this special problem as well as our regular climate control needs.

This professional services contract provides for preparation of construction and bid documents and construction management services. Administration hopes to move expeditiously on this project so that construction activity in the Council Chambers can occur during Council's regular summer recess in August.

Alternatives:

1. Authorize the City Manager to sign the contract for professional architectural and engineering services.
2. Do not authorize the City Manager to sign the contract for professional architectural and engineering services.

Financial Impact:

The CIP allocation of \$293,056 should be adequate to pay for these design services, the construction contract, and (hopefully) new carpet in the Council Chambers. The construction contract will be brought to the City Council for award and authorization.

Recommendation/Conclusion:

Administration recommends the Council award this contract to Lawhead Architects, P.S.

Concurrence:

None.

CITY OF DES MOINES
AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES

THIS AGREEMENT is entered into this _____ day of _____, 2004, by and between the CITY OF DES MOINES, a municipal corporation of the State of Washington (hereafter referred to as "City"), and LAWHEAD ARCHITECTS, P.S., a company incorporated under the laws of the State of Washington (hereafter referred to as "Contractor").

WHEREAS, the Contractor provided professional services to the City pursuant to an earlier Agreement; and

WHEREAS, the Contractor has thoroughly inspected the City Council Chambers and the North Wing of City Hall and met with representatives of the City to determine future building needs; and

WHEREAS, as part of the initial phase of the renovation of City Hall, the Contractor developed drawings, plans, budgets, and schedules for necessary work; and

WHEREAS; the analysis conducted by the Contractor indicates a need to replace the heating, ventilation, and air conditioning (HVAC) systems within the City Council Chambers and the North Wing of City Hall; and

WHEREAS, the City now is in need of professional services for the preparation of construction and bid documents, and construction management; and

WHEREAS, a Request for Qualifications (RFQ) for professional services was issued on June 25, 2001, and Lawhead Architects, P.S. was selected as the most qualified firm from the proposals received; and

WHEREAS, the RFQ expressly referenced the possible need for final design and construction management services relating to the renovation of City Hall; and

WHEREAS, the services to be performed by the Contractor are temporary in duration; now, therefore,

IN CONSIDERATION of the mutual promises and covenants herein contained, to be kept, performed and fulfilled by the respective parties hereto, it is mutually agreed as follows:

1. The Contractor shall perform all services and carry out all work described in the attached "Scope of Work", attached hereto and incorporated herein as Attachment "A", for a fee not to exceed \$30,000.
2. The City's Assistant City Manager shall have responsibility for overseeing and directing the Contractor's work.

4. Contractor agrees to submit no more than one invoice per calendar month for services provided and costs incurred. Original invoices shall be submitted to the City.

5. Payment shall be authorized by the City on the basis of the completion of specific work tasks outlined in Attachment "A". If the City determines that adequate documentation for satisfactory completion of a work task is not provided, the City shall notify the Contractor within 10 days of receipt of the invoice to the reasons for withholding payment and the information or performance required for payment. The City shall mail payment within thirty (30) days of the City's approval of an invoice.

6. Any proposal for changes in the Scope of Work initiated by the Contractor shall be submitted to the City, including estimates of added costs. If the City proposes changes in the Scope of Work in a way that significantly changes the scope of the engineering work, the Contractor shall prepare a revised Scope of Work, and a revised cost estimate for review by the City. The Contractor shall not be obligated to proceed with any tasks not contained in the revised Scope of Work until such time as the payment for such services is resolved between the Contractor and the City.

7. (a) The parties intend that the Contractor shall be an independent contractor and not an employee of the City. No agent, employee or representative of the Contractor or subcontractors shall be deemed to be an agent, employee or representative of the City for any purpose under this contract. Employees of the Contractor or of the subcontractors are not employees of the City and are not entitled to any of the benefits the City provides to City employees. The Contractor will be solely and entirely responsible for the acts of its employees, agents and subcontractors during the performance of this Agreement.

(b) Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this Agreement, shall be considered employees of the Contractor only and not of the City and any and all claims that may or might arise under the Workmen's Compensation Act on behalf of said employees of the Contractor, while so engaged and any and all claims made by a third party as a consequence of any negligent act or omission on the part of the Contractor's employee while so engaged on any of the work of services provided or rendered herein, shall be the sole obligation and responsibility of the Contractor.

(c) In the performance of the services under this Agreement, the Contractor is an independent contractor with control over the method and manner of completing the work, and the work of any subcontractors subject to applicable regulations. However, the results of the work contemplated herein shall be subject to the City's general rights of direction and must be approved by the City.

(d) The Contractor shall hold the City and its officials, agents, and employees, harmless from all suits, claims or liabilities of any nature, including attorneys fees, costs and expenses, for or on account of any injuries or damages sustained by any persons or property resulting from negligent acts, errors, or omissions of the Contractor, its agents or employees pursuant to this Agreement, or on account of any unpaid wages or other remuneration for

services; and if a suit with respect to the above be filed, the Contractor shall appear and defend the same at its own cost and expense, and if judgment be rendered or settlement made requiring payment of damages by the City, which damages are based on the negligent activities or omissions of the Contractor, its agent or employees, the Contractor shall pay the same to the extent the same result from negligent acts, errors, or omissions of the Contractor, its agents or employees pursuant to this Agreement.

(e) If a dispute arises from or relates to this 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, if the parties are unable to agree upon a mediator, through the American Arbitration Association. Following mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through arbitration which 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 if the parties are unable to agree upon an arbitrator, through the American Arbitration Association. All fees and expenses for mediation or arbitration shall be borne by the parties equally. Provided, however, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

8. Minimum Scope of Insurance. The Contractor's coverage shall be at least as broad as:

(1) Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 (Ed. 1/81) covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001) (Ed. 11/85).

(2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code any auto and endorsement CA 0025 (Ed. 12/88)

(3) Worker's Compensation coverage as required by the Worker's Compensation Act of the State of Washington.

9. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

(1) Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

(2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

(3) Worker's Compensation coverage as required by Workers' Compensation Act of the State of Washington.

10. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall

reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

11. Policy Coverages. The Policies are to contain, or be endorsed to contain, the following provisions:

(1) General Liability and Automobile Liability Coverages

(A) The City, its officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, or volunteers.

(B) The Contractor's coverage shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(C) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees or volunteers.

(D) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) All Coverages. Each insurance policy required by this clause shall state that coverage shall not be suspended, voided, canceled by, either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City.

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

13. (a) The right is reserved by the City to terminate or suspend this Agreement at any time upon not less than ten (10) days written notice.

(b) The Contractor reserves the right to terminate this agreement with not less than sixty (60) days written notice, or in the event outstanding invoices are not paid within forty-five (45) days.

(c) In the event this Agreement is terminated by the City, the Contractor shall be entitled to payment of all hours worked and reimbursable expenses incurred to the effective date of termination, (less all payments previously made). This provision shall not prevent the City from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement and any such charges due the City shall be deducted from the final payment due the Contractor. No payment shall be made by the City for any expenses incurred or

work done following the effective date of termination unless authorized in advance in writing by the City.

(d) This Agreement may not be assigned or otherwise transferred by any party or parties hereto without the written consent of the other parties.

14. The parties hereto agree that the engineering and environmental studies, facility design and all construction documents submitted by the Contractor in the course of execution of the Scope of Work shall be public records subject to the limitations and exceptions of RCW 42.17, and furthermore shall be considered in the public domain and not subject to copyright.

15. The Contractor agrees to report to the City immediately any situation that might involve any conflict of interest in connection with its performance of this Agreement. The Contractor or subcontractors shall not have a financial interest in the proposal other than fees due under this Agreement.

16. This Agreement, including attachments incorporated by reference, represents the entire agreement and understanding between the parties in relation to the subjects addressed herein and any negotiations, proposals, purchase orders, or oral agreements are intended to be integrated herein and to be superseded by this written Agreement.

17. This Agreement is to be governed by, and construed in accordance with the laws of the City of Des Moines and 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 this Agreement.

18. Any notice required by the terms of this Agreement shall be deemed communicated if addressed or transmitted as follows:

The City of Des Moines:

Corbitt Loch
Assistant City Manager
21630 11th Avenue South, Suite A
Des Moines, WA 98198
Telephone: (206) 870-6568
Fax: (206) 870-6544
E-mail: cloch@cityofdesmoines.com

Lawhead Architects, P.S.

Frank Lawhead
Principal
808 106th Avenue NE, Suite 201
Bellevue, WA 98004
Telephone: (425) 451-1220
Fax: (425) 450-0246
E-mail: flawhead@lawhead.com

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

CITY OF DES MOINES

LAWHEAD ARCHITECTS, P.S.

By _____

By _____

Its: City Manager
21630 11th Avenue South, Suite A
Des Moines, WA 98198

Its: _____

Dated _____

Dated _____

APPROVED AS TO FORM:

By _____

Its City Attorney
21630 11th Avenue South, Suite C
Des Moines, WA 98198

Dated _____

ATTACHMENT "A"

LAWHEAD
ARCHITECTS
P.S.



April 9, 2004

Mr. Corbitt Loch,
Planning Manager
City of Des Moines
21630 11th Avenue South, Suite D
Des Moines, Wa. 98198 - 6398

Mr. Loch,

Lawhead Architects, P.S. would like to thank you for selecting us for such a important Civic Project and are looking forward to the project.

Per your request I have summarized our meeting of March 2004, regarding project fee. The fee is based on an estimated construction cost of \$170,000.00.

Lawhead Architects P.S. will provide A/E services for the City of Des Moines to replace the HVAC equipment in the Court Area and Administration Area (Finance Department). Services will consist of Schematic/ Design Development, Construction Documents, Bidding, and Construction Administration. The A/E services include Architectural, Mechanical and Electrical Engineering services for a standard bidding set of construction documents.

The following list of conditions were approved.

- Court Area – New HVAC system with all existing walls remain as they are with limited new finishes; (patch and repair work) new paint.
- Administration Area (Finance Department)-- new HVAC system for the Administration Area, the new unit would be located in a new mechanical room in the attic space above the existing offices. The existing floor plan remains the same as well as the finishes. The existing through-the-wall units would remain, however they wouldn't be operational.
- The existing set of construction documents for the Court Area contains no HVAC information.
- Based on our conversation/information received, we understand that this project will have a single bid/construction packet.
- Two submittals: Schematic/Design Development and Construction Documents (final)
-

ARCHITECTURAL BASIC SERVICES:

- Project Start-Up
 - Design Coordination with the Owner.
 - Review project program and schedule.
- Schematic Design /Design Development Phase
 - Schematic Design Documents for one design.
 - Drawings at scale 1/8" = 1'-0" - One Floor Plan, One Sections and One Reflective Ceiling Plan.
 - Narrative description of mechanical, and electrical systems or Schematic Plans
 - Preliminary project schedule revised.
 - Coordination with the City.

- Schematic Design review and approval meeting. Owner sign off.
- Construction Document Phase
 - The Owner shall provide approval for the design intent prior to the Architect proceeding with the construction documents. Upon approval of the schematic design submittal by the Owner, the Architect will develop drawings and prepare specifications as required for the permitting and construction of the project.
 - Drawings included the following:
 - Cover Sheet with Divisions of Work, Agency Notes, etc.
 - Project Data, Schedule and General Notes
 - Coordination with the City.
 - Floor Plan
 - Finish Schedule (for patch and repair work)
 - Reflected Ceiling Plan
 - Interior Elevations (for patch and repair work)
 - Interior Details
 - Architectural specifications
 - Construction Document review and approval meeting. Owner sign off.
- Bidding Phase
 - Issue Bid Documents; prepare and issue addenda.
- Construction Phase
 - Site visits-Schedule and conduct construction progress meetings;eight (8) per project. Observe construction progress.
 - Review Contractor's submittals and shop drawings.
 - Review Contractor's Application and Certificates for Payment.
 - Prepare and issue Change Order Proposals.
 - Prepare Owner-directed Change Orders.
- Project Closeout
 - Prepare one (1) punch list of corrective items at completion; conduct final review.
 - Obtain and deliver Owner's Manuals.
 - Monitor project closeout process.

MECHANICAL ENGINEERING BASIC SERVICES:

Our scope of services is limited to the following. Services not included are additional services.

MECHANICAL ENGINEERING SERVICES:

Heating, Ventilating, and Air Conditioning System Design Services: Construction drawings and technical specifications for the following systems:

1. Creation of CAD floor plans.
2. Air conditioning and heating systems design. Provide full design documents for a new HVAC system utilizing split system heat pumps.
3. Heating and cooling load calculations.
4. State Energy Code calculations for mechanical systems. *(stamped by Mechanical Engineer)*

5/7/04

Mechanical Investigative Services: Record drawings are not available for this existing facility. We will review the existing HVAC systems and the building so that we may complete our design.

CONSTRUCTION ADMINISTRATION/BIDDING AND NEGOTIATIONS:

1. Answer questions during bidding phase.
2. Issue addenda as may be required under the original design scope.
3. Attend pre-bid meeting with design team and contractors.
4. Two reviews of the mechanical system submittals are included; additional reviews will be billed at our hourly rates.
5. Answer RFIs, DCVRs, and construction questions.
6. Construction observation site visits:
(3) Mechanical site visits during construction, includes final punch.
7. Issue of ASIs, change orders, plan revisions, etc. generated by others is not included. Additional fees will be submitted for prior approval for these services.
8. Review of change order costs initiated by others will be billed hourly, on prior approval only.
9. Preparation of construction record drawings from contractor's field drawings.

(Balancing Report provided by Contractor) 5/7/04

EXCLUSIONS:

1. Construction cost estimates.
2. Construction record drawings from contractor's markups.
3. Printing of construction documents.
4. Life cycle cost analysis for alternate mechanical/electrical systems.
5. Structural calculations for the seismic restraint of mechanical and electrical equipment.
(structural engineer will provide the required calculations) 5/7/04
6. Drawings will be produced to our drafting standards. This proposal does not include drafting to other standards.
7. Commissioning of systems unless provided as optional services and accepted.
8. Change order issues, ASIs and plan revisions after mechanical and electrical design has been substantially progressed are not included. Separate service fee proposals will be provided for each revision for prior approval.

ELECTRICAL ENGINEERING BASIC SERVICES:

1. **SCOPE-OF-WORK** Des Moines City Hall Mechanical Upgrades
We will prepare construction documents for the aforementioned project, including the following services:
 - A. **Construction Documents:**
Deliverables as outlined in the Washington State A/E Guidelines, consisting of drawings and specifications, for power to the mechanical equipment.
Site investigation. We have included one site visit during design.
Design review submittals; one for each phase of design.
Opinions of probable cost (cost estimates) at the end of CD (100%) design phase.
 - B. **Bidding/Negotiation Phase:**
Answer contractor questions.
 - C. **Construction Administration Phase:**
Review shop drawings submittals.
Conduct (1) site visit and prepare punch-list.
2. **BASIC SERVICES**

Services shall be provided as outlined above. Each phase of design shall be as follows:

- A. Construction Documents (75%).
- B. Bidding/Negotiation (2%).
- C. Construction Administration (23%).

3. EXCLUSIONS

The following tasks have been excluded from our scope-of-work:

- A. Modifications to existing systems and utilities. This includes adjacent properties, easements, etc. For the purposes of this proposal we are assuming that the project can be designed and constructed without impacting existing underground and/or overhead utilities, and that the existing facility electrical service is of adequate capacity to accommodate the additional mechanical loads.
- B. Creation and assembly of other than Division 16 specifications, instructions to bidders, etc.
- C. Distribution of construction documents for bid.
- D. Continuous on-site observations of the construction.
- E. Preparation of change order documentation for changes requested by owner.
- F. Redesign of systems due to changes made after the design phase.
- G. Any task not specifically included in the scope of work.

ADDITIONAL SERVICES:

Additional A&E Services will be provided as requested by the Owner. The following Additional Services are not included in Basic Services. We propose to provide these services as needed, to be billed on an hourly basis at our standard staff level rates of \$50 to \$90 per hour.(see fee schedule for staff rates and reimbursable expenses)

- Additional Service
 - Exterior Design
 - Civil Engineering
 - Landscape Design
 - Hazardous Material Survey (removal if required by owner) *Owner to provide Haz. Mat. Survey (5/7/04)*
 - Seismic Study
 - Structural Modifications (other than structure for new HVAC units)
 - Project Testing

BASIC SERVICE FEES:

• Assumed Project Construction Cost (MACC)		\$170,000.00
• Architectural Fee	\$ 10,080.00	
• Schematic,Design Development, Construction Document & Bidding. Construction Administration		
• Structural, Mechanical, Electrical Engineering.	\$ 16,920.00	
TOTAL FEE	<u>\$ 27,000.00</u>	

- Reimbursables \$ 500.00 (Direct cost to bidder's for bid sets)
(printing, milage, postage)

Please review the proposed scope of work and fees and respond with your comments. A final contract will be executed on AIA Document B141 Owner/Architect Agreement. If we can provide any additional information, please do not hesitate to call me.

Sincerely,

LAWHEAD ARCHITECTS, P.S.

Frank Lawhead

encl.: fee schedule

Encl; Hourly Fee Schedule: Lawhead Architects PS/Interface Engineers/j Omega Engineers

Lawhead Architects P.S. FEE SCHEDULE

Level I	\$90/HR	Principal
Level II	\$85/HR	Sr. Project Manager
Level III	\$75/HR	Project Manager
		Project Architect
Level IV	\$65/HR	Staff Architect I
Level V	\$60/HR	Staff Architect II
Level VI	\$60/HR	CADD Architect I
Level VII	\$50/HR	CADD Architect II
Level VIII	\$35/HR	Administration I
Level IX	\$30/HR	Administration II

IN-HOUSE SERVICES

Copies	\$.10/ea.	8 1/2" x 11"
Copies	\$.25/ea.	11" x 17"
Plotting	\$3.00/sf presentation color	
	\$2.50/sf B/W vellum	
	\$2.00/sf B/W bond	
Blueprints	\$1.00/ea.	24"x 36"
Fax	\$.10/sheet	
Mileage	\$.30/miles	

SERVICES

All printing, cad plotting, copying, misc. and sub-consultant services are billed at a multiplier of 1.15 times the direct expense incurred by Lawhead Architects, P.S.

Continued
90 days
6-0

A G E N D A I T E M

SUBJECT:**PUBLIC HEARING:**

Towing Yards in the PR-C1 zone
Textual Code revision to DMMC 18.31

AGENDA OF: May 13, 2004DEPT. OF ORIGIN: Community Dev. *SK*DATE SUBMITTED: April 1, 2004**ATTACHMENTS:**

1. Draft Ordinance No 04-053
2. July 6, 2000 Council Minutes
3. Comprehensive Plan excerpts
4. DMMC 18.31

CLEARANCES:☒ LEGAL *[Signature]*

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

Purpose and Recommendation:

The purpose of this agenda item is to request Council's approval to a revision to DMMC 18.31 allowing expansion of motor vehicle towing yards subject to a Conditional Use Permit (CUP).

Suggested Motion:

"I move to pass Draft Ordinance 04-053 amending DMMC 18.31, provisions regarding towing yards in the Pacific Ridge PR-C1, zone to a July 8, 2004 second reading".

Background and Discussion:

The attached Ordinance reflects City Council's direction to revision DMMC 18.31. In July 2000 the Council directed staff to revise the Pacific Ridge PR-C1 zone to allow expansion of motor vehicle towing yards subject to a Conditional Use Permit (CUP). The Council also directed staff to have the Conditional Use Permit (CUP) expire when the establishing family no longer owns the business. Based on further research, Administration has concluded that a CUP "runs" with the business and not the owner. For this reason the attached ordinance does not include the provision as previously directed by Council.

Alternatives:

1. Pass the textual code amendments as contained in Draft Ordinance 04-053 to a second reading
2. Do not pass Draft Ordinance 04-053 to a second reading
3. Pass Draft Ordinance 04-053 to a second reading as revised by Council.

Financial Impact:

None.

Recommendation/Conclusion:

Administration recommends passage of Draft Ordinance 04-053 to a second reading.

Concurrence:

The Legal Department has reviewed the draft ordinance.

COMMUNITY DEVELOPMENT'S FIRST DRAFT 05/07/04

DRAFT ORDINANCE NO. 04-053

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to towing yards as a permitted conditional use in the Pacific Ridge zone, amending DMMC 18.32.020 and 18.32.030 and adding a new section to chapter 18.31 DMMC.

WHEREAS, on July 13, 2000, the City of Des Moines adopted Ordinance No. 1267, establishing permitted land uses in the Pacific Ridge zone, and

WHEREAS, the list of permitted uses did not include motor vehicle towing, and

WHEREAS, in the course of reviewing and enacting a redevelopment plan for the Pacific Ridge Area, the City Council received compelling testimony from members of the public regarding the benefits and services provided by a locally-owned and operated towing yard located in the area, and

WHEREAS, the City Council, in enacting Ordinance No. 1265, the Pacific Ridge Element of the Greater Des Moines Comprehensive Plan, found at Strategy 11-04-07 that it was in the public interest to establish a conditional use permit process through which existing towing yards in the Pacific Ridge Area might seek approval to expand or alter current operations and facilities, and

WHEREAS, in order to implement the strategy of the Comprehensive Plan, it is necessary to identify existing towing yards as a permitted use because only permitted uses may be allowed to expand, and

WHEREAS, in order to ensure that possible expansion or alteration of any existing towing yard incorporates appropriate mitigation measures for adverse impacts to the surrounding community from limited motor vehicle towing operations, such as traffic and circulation, parking, noise, or glare associated with such project, the City Council finds it necessary to articulate conditions and limitations that should be considered by the Hearing Examiner in reviewing an application for a conditional use permit that would allow the expansion or alteration of a towing yard under the provisions of this ordinance, and

WHEREAS, the Washington Department of Community, Trade, and Economic Development (CTED) has been notified of this textual code amendment and the appropriate 60 day notice has commenced, and

WHEREAS, a SEPA determination of nonsignificance (DNS) was issued on April 6, 2004 by the responsible official, and

WHEREAS, the SEPA appeal period concluded on May 3, 2004 with no appeals having been filed, and

WHEREAS, notice of the public hearing was given to the public in accordance with law and a public hearing was held on the 13th day of May, 2004 and all persons wishing to be heard were heard, and

WHEREAS, the City Council finds that the provisions contained in this ordinance are appropriate and necessary for the preservation of the public health, safety, and welfare; now therefore,

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

Sec. 1. DMMC 18.32.030 and sections 1 (24.44.030) and 28 of Ordinance No. 175, as amended by section 8 of Ordinance No. 248, as amended by section 1 of Ordinance No. 391, as amended by section 5 of Ordinance No. 445, as amended by section 4 of Ordinance No. 793, as amended by section 7 of Ordinance No. 1106, as amended by section 27 of Ordinance No. 1197, as amended by section 123 of Ordinance No. 1200, as amended by section 4 of Ordinance No. 1237, are each amended to read as follows:

18.32.030 Uses requiring conditional use permit. The following uses may locate subject to the issuance of a conditional use permit processed as provided in the hearing examiner code:

- (1) Cemeteries; provided

(a) No building shall be located closer than 100 feet from a boundary line;

(b) A protective fence and a landscaped strip of evergreen trees and shrubs at least 10 feet in width shall be installed on all common boundary lines with residential zoned property;

(2) Columbariums, crematories, and mausoleums; provided, these uses are specifically excluded from all residential zones unless inside a cemetery;

(3) Commercial establishments or enterprises involving large assemblages of people or automobiles as follows; provided, these uses are specifically excluded from all residential zones:

(a) Amusement parks;

(b) Boxing and wrestling arenas;

(c) Ballparks;

(d) Fairgrounds and rodeos;

(e) Golf driving ranges;

(f) Labor camps (transient);

(g) Open-air theaters;

(h) Race tracks, drag strips, motorcycle hills, and Go-Kart tracks;

(i) Stadiums;

(4) Fire stations and public works maintenance and storage facility buildings when located in any residential zone; provided, the following conditions shall be conformed to:

(a) All buildings and structures shall maintain a distance of not less than 20 feet from

any property line that is a common property line with residential zoned property; and

(b) A building from which firefighting equipment emerges onto a street shall maintain a distance of 35 feet from such street.

(5) Hospitals, mental and alcoholic; provided, they are specifically excluded from all single-family residential, RA, RM-2,400 and RM-1,800 zones;

(6) Institutions for training of religious orders;

(7) Antenna systems which:

(a) Are not within the limitation of DMMC 18.08.020(2)(h) or DMMC 18.20.020(8); or

(b) Consist of parabolic antennas such as microwave dishes; or

(c) Consist of broadcasting or communication stations which transmit electromagnetic radiation;

(8) Recreational areas, commercial, including yacht clubs, beach clubs, tennis clubs, parks, ski areas, marinas, and similar activities;

(9) Universities and colleges, including dormitories and fraternity and sorority houses when on campus;

(10) Fraternal societies as approved by the planning agency when located in an single-family residential zone;

(11) Day ((day)) care((care)) centers, but excluding family day care providers subject to the following minimum conditions:

(a) A play yard or equipment yard shall not be located in any required side or front yard;

(b) All buildings and structures on the lot shall maintain a distance of not less than 20 feet from any property line that is common property line with single-family residential property. If a greater setback is specified in a particular zone then the setback requirements of the particular zone shall prevail over the minimum setback set forth in this subsection;

(c) No day care center shall be located within 150 feet of a highway commercial zone;

(d) State licensing standards for such facilities, chapter 388-73 WAC, shall be met;

(e) Such uses shall comply with the parking code requirements of chapter 18.44 DMMC.

(12) Telecommunication facilities as described in the provisions of Title 20 DMMC.

(13) Expansion or modification of towing yards existing in the Pacific Ridge Zone as of July 1, 2000, subject to the following minimum conditions:

(a) Landscaping. All perimeters of the property shall provide a Type I landscaping strip with a minimum depth of ten feet (10').

(b) Screening. A maximum six-foot (6') high screening wall may be constructed. Decorative wall patterns using complementary materials are encouraged. Horizontal and vertical modulation variation is encouraged.

(c) Fencing. Security fencing shall be constructed of wrought iron or similar materials, barbed or razor wire fencing is discouraged.

(d) General. All uses shall comply with Pacific Ridge Design Guidelines and other applicable development regulations including but not limited to zoning and stormwater management.

NEW SECTION. **Sec. 2.** A new section is added to chapter 18.31 DMMC to read as follows:

PR-C1-Permitted use, with expansion or modification requiring a conditional use permit. The following use may locate in the PR-C1 zone, with any expansion or modification of such use requiring the issuance of a conditional use permit processed as provided in the hearing examiner code:

A maximum of one Motor Vehicle Towing business (488410), with any expansion or modification of such use requiring a conditional use permit subject to conditions as required by DMMC 18.32.030(13), as imposed by the hearing examiner.

NEW SECTION. **Sec. 3. Codification.** Section 4 of this ordinance shall be codified as a new section in chapter 18.31 DMMC.

NEW SECTION. **Sec. 4. 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. 5. 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 ____, 2004 and signed in authentication thereof this ____ day of ____, 2004.

Ordinance No. _____
Page 7 of _____

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published: _____

Effective Date: _____

DRAFTORD/04-053

EXCERPT DES MOINES CITY COUNCIL MINUTES July 6, 2000

DRAFT ORDINANCE NO. 99-015

Issue No. 5: Whether Pete's Towing should be allowed to expand onto the property to the north.

Planning Manager Loch informed Council that staff would recommend that any expansion be allowed only upon approval of a Conditional Use Permit. He noted a CUP is handled by the Hearing Examiner and conditions can be applied to ensure compatibility with the neighborhood to limit or eliminate any adverse impacts. It is also recommended that it be limited to towing and short term storage.

Upon questioning by Council, City Attorney McLean noted that conditions could be placed on the CUP that it would contain a no-transfer clause if Council so desires.

Councilmember Sherman voiced support for allowing nominal business expansion of Pete's Towing, but expressed concerns for future use of a towing operation in this particular location, say 50 years from now. Therefore, he would prefer to see that the permit expires when and if the family no longer has controlling interest in the business.

MOTION was made by Councilmember Sherman, seconded by Councilmember Kaplan, that automobile towing in conjunction with short term automobile storage, but not automobile wrecking or salvage, be allowed in the PR-C1 zone subject to a conditional use permit which shall contain conditions pertaining to restricting transfer of such permit to family members only, or controlling interest. In the event that it is transferred, the permit shall expire.

Mayor Thomasson suggested language should be incorporated to limit this to preexisting towing yards. This was accepted as a FRIENDLY AMENDMENT by the maker and seconder of the motion.

Councilmember Sheckler noted a towing operation is not part of his vision for the area, but Pete's has proven to be a successful business and a good neighbor, so he will support the motion.

Mayor Thomasson requested that design guidelines be clearly established for this CUP including such items as screening, enclosures, etc.

Councilmember Wasson spoke in support of allowing the business to stay, but against restricting the family from selling as they should have the right to sell the existing business to anyone they wish.

Councilmember Sherman noted that the only reason Council is considering allowing this use to continue is because of the very fact that it is a family owned and operated business.

VOTE ON MOTION: Motion passed unanimously.

CHAPTER 11: PACIFIC RIDGE ELEMENT

11-01 GOALS - VISION STATEMENT

11-01-01 The City of Des Moines intends to transform Pacific Ridge into a new urban community that takes advantage of its geographic location, local and regional transportation linkages, stable soils, and view potential. The transformation of Pacific Ridge will include replacement of lower-scale, existing buildings with new structures that will dramatically enhance the appearance, character, economics, and safety of the area. Pacific Ridge will contain buildings and open spaces designed for pedestrians as well as the motorist. Pacific Ridge will be an area of businesses and residences. New buildings may be five to eight stories in height along Pacific Highway emphasizing retail and office uses. Between the development along Pacific Highway and Interstate 5, buildings may be 8 or more stories in height emphasizing residential high-rise home ownership with green open spaces and view corridors. This new community will exhibit superior design features that make Pacific Ridge inviting to residents and businesses, complement other areas of Des Moines, and foster community pride.

11-02 FINDINGS

11-02-01 The Pacific Ridge area is located along Pacific Highway South and between 24th Avenue South to the west, Interstate 5 to the east, South 212th Street to the north, and Kent-Des Moines Road to the south (see Figure 2-7 within the Land Use Element). Nearby regional transportation facilities (existing and planned) provide excellent access to the area. Pacific Ridge's topography and elevation provide excellent opportunities for views of Mount Rainier, Puget Sound, and the Olympic Mountains.

11-02-02 Extensive roadway improvements are planned for Pacific Highway South. These improvements represent considerable public investment in the area's infrastructure and will improve traffic flow/capacity and vehicular/pedestrian safety, and will significantly enhance the appearance of this area.

11-02-03 Greater Des Moines Comprehensive Plan Strategies 1-04-01 and 2-04-01 call for the preparation of a land use plan for the Pacific Highway South neighborhood of Des Moines. Other policies/strategies within the Greater Des Moines Comprehensive Plan (GDMCP) that relate to the Pacific Ridge include:

2-03-08 Enhance and improve the economic health of existing business districts and recognize each district's special attributes.

- (1) Promote new development and redevelopment within the Downtown Business District to reflect and enhance its ties to the waterfront, pedestrian orientation, and role in serving local shopping and service requirements.
- (2) Allow the Pacific Highway Business District to develop with a broad range of uses, serving a local and regional clientele and reflecting the district's automobile orientation.

2-04-11 Encourage improvement of the Downtown and Pacific Highway Business Districts by working with the business community and other representative organizations to achieve the goals of the Greater Des Moines Comprehensive Plan.

2-04-19 Amend the zoning code to promote higher quality construction and site planning for multifamily developments east of Pacific Highway South. Consider regulations that allow increased building height and encourage land aggregation, underground parking and landscaping.

11-02-04 Many Pacific Ridge properties are not improved to the extent presently allowed by the GDMCP and the Zoning Code. Many properties are improved with older buildings and are likely to be redeveloped in the near future.

11-02-05 Presently, Pacific Ridge is burdened by high rates of criminal activity that jeopardize personal and property safety, constrain property values, and consume considerably more public safety services than any other area of Des Moines.

11-02-06 Land use regulations (zoning) historically applied to the Pacific Ridge area (H-C, G-C, RM-1,800, and RM-900) are not consistent with and do not implement this Element of the Greater Des Moines Comprehensive Plan (GDMCP).

11-02-07 In 1997, the King County Growth Management Planning Council (GMPC) increased Des Moines' household growth target from 1,437-2,155 to 1,833-2,551 households during the 20-year period of 1992-2012. Analysis by the Des Moines Community Development Department indicates that without redevelopment of Pacific Ridge as planned, considerably more growth will have to be accommodated in other areas of Des Moines than is presently provided by the GDMCP.

11-02-08 Much of Pacific Ridge is within the 65 L_{dn} contour for aircraft noise. The Federal Aviation Administration (FAA) has determined that mobile homes are incompatible land uses within the 65 L_{dn} (and greater) contour since mobile homes cannot be noise insulated. The Pine Terrace Trailer Village (101 spaces), Puget View Mobile Home Estates (51 spaces), and the Sound Vista Mobile Home Park (157 spaces) are within the 65 L_{dn} contour. The Part 150 Noise Compatibility Study for SeaTac International Airport (draft) recommends conversion of these parks to noise-compatible land uses, and recommends that Port of Seattle/FAA funds be offered to assist in the closing or relocation of the mobile home parks.

11-03 POLICIES

11-03-01 Prepare and utilize a Neighborhood Improvement Plan (NIP) for Pacific Ridge that includes: a) land use designations and policies; b) design guidelines; c) environmental analysis; and d) capital improvement/financing plan.

11-03-02 Adopt new land use regulations that are consistent with and implement the GDMCP and the Pacific Ridge NIP.

11-03-03 Plan for build-out conditions during the 20-year planning horizon of up to 8,800 jobs, and up to 8,000 residents. Allow buildings to be built to 55-120 feet in height as specified by the Neighborhood Improvement Plan (NIP) and development regulations for Pacific Ridge.

11-03-04 For commercial properties south of South 216th Street, encourage retail and employment uses, but also allow dwellings over street-level commercial uses (mixed use) in this area. Allow multifamily development (with minor and incidental commercial uses) on properties south of South 216th Street that do not front upon Pacific Highway South. Do not allow residential uses north of South 216th Street.

11-03-05 Increase maximum building height to enhance land value, promote redevelopment, expand view opportunities, and to accommodate household growth targets specified by the Countywide Planning Policies for King County.

11-03-06 Encourage land uses that promote long-term residency and activity during both daytime and nighttime hours, such as mixed-use buildings and condominium dwellings.

11-03-07 Ensure new development includes mitigation measures to offset adverse impacts to the natural and built environment that would otherwise occur. Ensure that new construction does not result in undue adverse impacts upon nearby land uses, and that infrastructure and municipal services are available to serve new land uses.

11-03-08 Encourage new construction to mitigate adverse impacts relating to displacement of affordable housing. Encourage homeownership, and affordable homeownership, within Pacific Ridge.

11-03-09 Ensure that development requirements, land use review procedures, and mitigation measures do not unnecessarily hinder redevelopment. Utilize innovative land use review techniques/procedures to minimize timeframes and uncertainty during permit review. Examples of such techniques/procedures include: streamlined environmental review; optional DNS; impact fees, etc.

11-03-10 Promote redevelopment of Pacific Ridge properties to attract new or expanded businesses and commercial development to Pacific Ridge.

11-03-11 Ensure that public and private development continues the pedestrian-friendly environment envisioned by the Pacific Highway South Roadway Improvement Project. Ensure compliance with the state Barrier-Free Regulations.

11-03-12 Expand recreational opportunities in or near Pacific Ridge.

11-03-13 Encourage use of alternative modes of transportation, including walking, bicycling, carpooling, and mass transit. Ensure that the light rail corridor is located along Interstate 5 rather than along Pacific Highway South. Coordinate City-sponsored transportation improvements via the Comprehensive Transportation Plan and the Capital Improvement Program.

11-03-14 Promote a pedestrian-friendly sidewalk environment throughout Pacific Ridge. The sidewalk environment may include storefronts near the sidewalk, consolidated and/or shared vehicular access, public open space, attractive landscaping, and integrated signs and lighting. Promote safe and direct pedestrian access between Pacific Highway South and nearby properties.

- 11-03-15** Ensure that off-street parking regulations reflect anticipated future demand. Require off-street guest parking for multifamily developments. Continue to allow shared and off-site parking when no adverse parking impacts will result. Ensure that off-site parking is available at the time new uses are authorized.
- 11-03-16** Encourage the development and use of gateway features, focal points, and unique design features that contribute to the identity of Des Moines and Pacific Ridge.
- 11-03-17** Require that new construction contain and exhibit high-quality design elements and building materials as outlined by the Pacific Ridge Design Guidelines.
- 11-03-18** Enhance personal and property safety through development regulation, including use of crime prevention through environmental design (CPTED) guidelines or regulations.
- 11-03-19** Encourage new construction to incorporate design elements that provide view corridors, visual interest, pedestrian scale, and features which minimize impacts associated with building height, bulk, and scale. Require the terracing of upper floors of buildings.
- 11-03-20** Encourage new development to include public benefit features such as plazas and courtyards with outdoor seating, hill-climbs, overhead weather protection, public art, etc.
- 11-03-21** Adopt minimum building height regulations for some or all properties within Pacific Ridge.

11-04 STRATEGIES

- 11-04-01** Amend the Des Moines Municipal Code (DMMC) and the GDMCP as necessary to maintain consistency with and implement this Element.
- 11-04-02** Adopt a new land use zone, Pacific Ridge (PR) with three sub-zones: Pacific Ridge Residential (PR-R); Pacific Ridge Commercial 1 (PR-C1) and Pacific Ridge Commercial 2 (PR-C2). Amend the Zoning Map in order to zone all Pacific Ridge properties in a manner consistent with the Preferred Land Use Map for Pacific Ridge (Figure 2-7).
- 11-04-03** Require that the upper floors of buildings be terraced.
- 11-04-04** Adopt minimum building height requirements for properties zoned PR-C1 and PR-R.
- 11-04-05** In commercial areas, require that buildings to be located near the public sidewalk, with off-street parking located to the side, rear, or within the building.
- 11-04-06** Encourage land assemblage (lot consolidation) so that larger-scale development proposals can be considered, and to minimize instances where “hold-out” properties do not contribute to the emerging character of the area. When new construction is proposed, encourage or require that internal property lines within building sites be removed. Discourage further division of parcels when such proposals are inconsistent with Pacific Ridge policies and/or regulations.

11-04-07 Do not allow the establishment of new land uses that are inconsistent and/or incompatible with this Element, such as: automobile towing, commercial parking lots, automobile sales, car washes, and drive-through facilities. Allow a limited number of gasoline stations, automobile repair uses, and retail tire sales. Allow the existing automobile towing facility at 21841 Pacific Highway South to expand, subject to a conditional use permit, if the proposal incorporates mitigation measures including without limitation those designed to offset potential adverse impacts involving aesthetics, noise, light and glare, air quality, water quality, and soil contamination.

11-04-08 Do not allow motels. Adopt minimum size requirements for hotels. Allow a limited number of hotels.

11-04-09 Encourage or require that new development include mitigation measures relating to displacement of affordable housing. Encourage new residential development to offer owner-occupied dwellings.

11-04-10 Consider enactment of impact fee programs for transportation, education, and park/recreation.

11-04-11 Encourage or require use of shared driveways in order to minimize the number of locations where the sidewalk is interrupted by vehicular traffic. Ensure that land use policies and regulations are consistent with the controlled-access requirements of the Washington State Department of Transportation (WSDOT).

11-04-12 Encourage transit service to Pacific Ridge, such as nearby park-and-ride lots, direct bus service to light and heavy rail transit stops, bicycle corridors, to and from transit nodes, etc.

11-04-13 Designate the west margin of Interstate 5 as the light rail corridor through Pacific Ridge. Plan for a light rail transit stop at or near Kent-Des Moines Road.

11-04-14 Ensure that street trees are planted throughout the Pacific Ridge.

11-04-15 Provide a revocable use permit process that allows:

(1) Temporary and limited commercial activity on the public sidewalk where a minimum of six feet of unobstructed sidewalk width can be maintained; and

(2) Certain removable building features such as bay windows and awnings to extend into the public right-of-way.

11-04-16 Adopt design guidelines and a design review process to ensure that new construction includes desirable design elements and materials.

11-04-17 Extend Midway Park to the east, and to the west to Pacific Highway South. Provide pedestrian connections between Midway Park, Pacific Highway South, and the Sports Park complex.

11-04-18 Align City and outside resources, including in-lieu multifamily recreation fees, to improve and/or expand recreation opportunities and open space in and near Pacific Ridge. Examples of potential improvements include: a) enlarging Midway Park; b) improving the Sports Park complex adjacent to Pacific Ridge; and c) improving pedestrian connections between these facilities.

11-04-19 Require that the comprehensive plans and capital improvement plans of the special purpose districts that serve Pacific Ridge reflect the build-out conditions specified by this Element and all implementing policies/regulations.

11-04-20 Coordinate with other agencies/organizations to: a) attract new businesses in Pacific Ridge; b) promote development and redevelopment opportunities in Pacific Ridge; and c) encourage new construction that is consistent with this Element.

Chapter 18.31 PACIFIC RIDGE ZONE

Sections

- 18.31.010 Purpose.**
- 18.31.020 Subareas within Pacific Ridge zone.**
- 18.31.030 PR-R – Permitted uses.**
- 18.31.040 PR-C1 – Permitted uses.**
- 18.31.050 PR-C1 – Uses allowed in conjunction with a permitted use.**
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- 18.31.070 PR-C2 – Uses allowed in conjunction with a permitted use.**
- 18.31.080 Environmental performance standards and general limitations.**
- 18.31.090 Dimensional standards.**
- 18.31.100 General site design requirements.**
- 18.31.110 General building design requirements.**

18.31.010 Purpose.

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

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

A related consideration is to make it possible to efficiently and economically plan for, design, finance, and provide public services, capital facilities, and utilities for the populations and activities within this zone. For all of the above reasons, the purpose of this chapter is to promote public health, safety, and welfare through redevelopment of Pacific Ridge properties. [Ord. 1267 § 2(part), 2000.]

18.31.020 Subareas within Pacific Ridge zone.

(1) Except as provided below, properties within the Pacific Ridge zone are located within one of three subareas as illustrated by the zoning map designated by DMMC 18.80.010. The three subareas, hereafter referred to as zones, have unique land use and development regulations, and some general regulations apply to each zone. The three Pacific Ridge zones are as follows:

- (a) PR-R, Pacific Ridge Residential.

(b) PR-C1, Pacific Ridge Commercial 1.

(c) PR-C2, Pacific Ridge Commercial 2.

(2) Other zones may be applied to existing and planned public facilities, parks, utilities, and similar land uses.

(3) For application of the general provisions of this title, PR-R is a multifamily residential zone while PR-C1 and PR-C2 are commercial zones. [Ord. 1267 § 2(part), 2000.]

18.31.030 PR-R – Permitted uses.

Only those uses listed below, and uses similar in nature as determined by the community development director, are permitted in the PR-R zone. Uses are more fully described in the “North American Industrial Classification System”. Listed uses may be otherwise conditioned in this code. The numbers in parentheses following each of the following listed uses refer to North American Industrial Classification System (NAICS) code numbers:

(1) Multifamily dwellings (no NAICS code);

(2) Religious organizations (813110);

(3) Nursing care facilities (623110) and community care facilities for the elderly (6233);

(4) Public utility facilities and appurtenances necessary for the distribution of utility services to final customers within the immediate area;

(5) Mixed use (no NAICS code), subject to the limitations below and the limitations provided in DMMC 18.31.090, Environmental performance standards and general limitations:

(a) Total nonresidential floor area shall not exceed 900 square feet per building;

(b) Permitted nonresidential uses shall be limited to the following:

(i) Retail trade (44-45), limited to the following:

(A) Food and beverage stores (445);

(B) Health and personal care stores (446);

(ii) Real estate and rental and leasing (53), limited to the following:

(A) Offices of real estate agents and brokers (5312);

(B) Real estate property managers (53131);

(C) Offices of real estate appraisers (53132);

(D) Other activities related to real estate (53139); and

(E) Video tape and disc rental (53223);

(iii) Health care and social assistance (62), limited to the following:

(A) Ambulatory health care services (621) except blood and organ banks (621991); and

(B) Child care facilities (6244);

(iv) Food services and drinking places (722), limited to the following:

(A) Full service restaurants (7221); and

(B) Limited-service eating places (7222);

(v) Other services (81), limited to the following:

(A) Footwear and leather goods repair (811430);

(B) Personal care services (8121);

(C) Drycleaning and laundry services (8123); and

(D) Photofinishing (81292);

- (vi) Public administration (92), limited to police protection (92212);
- (6) Botanical gardens (712130);
- (7) Public parks (no NAICS code);
- (8) The following buildings, structures and uses are allowed when accessory to a use otherwise permitted by this chapter:
 - (a) Ancillary and incidental indoor storage and maintenance facilities related to onsite buildings and uses;
 - (b) Telecommunication facilities as allowed by Title 20 DMMC;
 - (c) Recreation facilities for use by residents of the property;
 - (d) Child and adult day care as regulated and licensed by the Washington State Department of Social and Health Services, or its successor agency;
 - (e) Home occupation, subject to the following limitations:
 - (i) The occupation shall be conducted entirely within the dwelling;
 - (ii) The occupation shall not require structural features that are not customary or incidental in a dwelling;
 - (iii) No signs identifying or advertising the home occupation, or other exterior evidence of the home occupation is allowed;
 - (iv) A business license as provided by Title 5 DMMC is granted by the city for the home occupation;
 - (v) In authorizing a home occupation, the city manager may impose conditions of approval as necessary to ensure the activity is compatible with the surrounding uses;
 - (vi) In the event the city manager determines that the home occupation has resulted in adverse land use impacts, the city manager is authorized to impose additional conditions of approval as necessary; and
 - (viii) In the event the nature or extent of the home occupation changes so that the adverse land use impacts cannot be satisfactorily mitigated, the city manager may revoke all approvals and licenses related to the home occupation. [Ord. 1267 § 2(part), 2000.]

18.31.040 PR-C1 – Permitted uses.

Only those uses listed below, and uses similar in nature as determined by the community development director, are permitted in the PR-C1 zone. Uses are more fully described in the “North American Industrial Classification System”. Listed uses may be otherwise conditioned in this code. The numbers in parentheses following each of the following listed uses refer to North American Industrial Classification System (NAICS) code numbers:

- (1) Retail trade (44-45), except the following:
 - (a) Automobile dealers (4411);
 - (b) Other motor vehicle dealers (4412);
 - (c) Tire dealers (44132);
 - (d) Manufactured (mobile) home dealers (45393);
 - (e) Heating oil dealers (454311); and
 - (f) Other fuel dealers (454319);
- (2) A maximum of one gasoline station (447) is permitted within the PR-C1 zone. Buildings containing only a gasoline station are not subject to the minimum building height provisions

contained in this chapter;

- (3) Limousine service (485320) when primarily contained within an enclosed structure;
- (4) Postal service (491);
- (5) Couriers and messengers (492);
- (6) Information establishments (51), except telecommunication (5133), which is regulated by

Title 20 DMMC;

- (7) Finance and insurance (52);
- (8) Real estate and rental and leasing (53), except the following:
 - (a) Lessors of miniwarehouses and self-storage units (53113);
 - (b) Automotive equipment rental and leasing (5321); and
 - (c) Commercial and industrial machinery and equipment rental and leasing (5324);
- (9) Professional, scientific, and technical services (54), except off-premises signs (billboards)

which are regulated by chapter 18.42 DMMC;

- (10) Management of companies and enterprises (55);
- (11) Administrative and support services (56), except the following:
 - (a) Repossession services (561491);
 - (b) Services to buildings and dwellings (5617); and
 - (c) Waste management and remediation services (562);
- (12) Educational services (61);
- (13) Health care and social assistance (62), subject to the following limitations:

- (a) The following uses are prohibited:
 - (i) Outpatient mental health and substance abuse centers (62142);
 - (ii) Hospitals (622);
 - (iii) Residential mental retardation, mental health, and substance abuse facilities

(6232);

(b) Permitted nursing and residential care facilities (623) and community care facilities for the elderly (6233) are allowed only within the residential portion of a mixed-use building;

- (14) Arts, entertainment, and recreation (71) subject to the following limitations:

- (a) The following uses are prohibited:
 - (i) Spectator sports (7112);
 - (ii) Amusement, gambling, and recreation industries;
- (b) Adult entertainment facilities and adult motion picture theaters (no NAICS code) are

prohibited within 500 feet of the property lines of churches, common schools, day care centers, public facilities, or other adult entertainment facility or adult motion picture theater;

- (15) Accommodation and food services (72), limited to the following:

- (a) Hotels (72111), subject to the following:
 - (i) Casino hotels and motels are prohibited; and
 - (ii) Hotels and resort hotels are further allowed as follows:
 - (A) Hotels and resort hotels shall contain a minimum of 125 guest rooms; and
 - (B) Hotels and resort hotels shall contain meeting room facilities; and
 - (C) A maximum of six hotel and/or resort hotel developments shall be allowed within the PR-C1 zone; and
 - (D) A maximum of 1,500 guestrooms shall be allowed within the PR-C1 zone;

- (b) Food services and drinking places (722), subject to the following provisions:
 - (i) Fast food restaurants (722211) are allowed only in conjunction with a permitted use;
 - (ii) Mobile food services (72233) are regulated by chapter 5.57 DMMC;
 - (iii) Drive-through facilities are prohibited;
 - (iv) Buildings containing only a full-service restaurant (72211) are not subject to the minimum building height provisions contained in this chapter;
- (16) Other services (81), subject to the following limitations:
 - (a) The following uses are prohibited:
 - (i) Automotive transmission repair (811113);
 - (ii) Carwashes (811192), except automotive detail shops;
 - (iii) Other automotive repair and maintenance (811198);
 - (iv) Death care services (8122);
 - (v) Industrial launderers (812332); and
 - (vi) Commercial parking lots and garages (812930);
 - (b) A maximum of one development providing enclosed building area for automobile body, paint, interior, and/or glass repair (81112) shall be allowed in the PR-C1 zone;
 - (c) A maximum of three of any of the following automotive repair and maintenance uses shall be allowed in the PR-C1 zone:
 - (i) General automotive repair (811111);
 - (ii) Automotive exhaust system repair (811112);
 - (iii) Automotive oil change and lubrication shops (811191);
 - (d) Pet boarding (812910) is allowed only in conjunction with a permitted use;
- (17) Public administration (92), except the following:
 - (a) Correctional institutions (92214); and
 - (b) Parole offices and probation officers (92215);
- (18) Mixed use (no NAICS code) when dwellings are located above the second story of the building;
- (19) Public parks (No NAICS code); and
- (20) Public utility facilities and appurtenances necessary for the distribution of utility services to final customers within the immediate area. [Ord. 1267 § 2(part), 2000.]

18.31.050 PR-C1 – Uses allowed in conjunction with a permitted use.

The uses listed below, and uses similar in nature as determined by the community development director, are only allowed in the PR-C1 zone when located within the same building as a permitted use. Uses are more fully described in the “North American Industrial Classification System”. Listed uses may be otherwise conditioned in this code. The numbers in parentheses following each of the following listed uses refer to North American Industrial Classification System (NAICS) code numbers:

- (1) Fast food restaurants (722211);
- (2) Pet boarding (812910). [Ord. 1267 § 2(part), 2000.]

18.31.060 PR-C2 – Permitted uses.

Only those uses listed below, and uses similar in nature as determined by the community development director, are permitted in the PR-C2 zone. Uses identified in this section are more fully described in the "North American Industrial Classification System". Listed uses may be otherwise conditioned in this code. The numbers in parentheses following each of the following listed uses refer to North American Industrial Classification System (NAICS) code numbers:

(1) Except for the uses listed below, uses permitted in the PR-C1 zone are permitted in the PR-C2 zone:

- (a) Hospitals (622);
- (b) Nursing and residential care facilities (623);
- (c) Community housing services (62422);
- (d) Hotels and motels (72111);
- (e) Mixed use (no NAICS code);
- (f) Adult entertainment facilities and adult motion picture theaters (no NAICS code);
- (2) Tire dealers (44132);
- (3) Gasoline stations (447);
- (4) Automotive repair and maintenance (8111). [Ord. 1267 § 2(part), 2000.]

18.31.070 PR-C2 – Uses allowed in conjunction with a permitted use.

The uses listed below, and uses similar in nature as determined by the community development director, are only allowed in the PR-C2 zone when located within the same building as a permitted use. Uses are more fully described in the "North American Industrial Classification System". Listed uses may be otherwise conditioned in this code. The numbers in parentheses following each of the following listed uses refer to North American Industrial Classification System (NAICS) code numbers:

- (1) Fast food restaurants (722211);
- (2) Pet boarding (812910);
- (3) Light manufacturing, processing, and assembly of goods sold onsite at retail (no NAICS code). [Ord. 1267 § 2(part), 2000.]

18.31.080 Environmental performance standards and general limitations.

Every use permitted within the PR zone shall conform to the following general limitations and standards:

- (1) Provisions applicable to all PR zones:
 - (a) Accessory uses are permitted that are customarily appurtenant or incidental to the principally permitted uses.
 - (b) Landscaping and screening are required in accordance with chapter 18.41 DMMC.
 - (c) Off-street parking and loading areas are required in accordance with chapter 18.44 DMMC.
 - (d) Mixed-use development shall conform to the following limitations and standards:
 - (i) Within a mixed-use building, nonresidential building area shall be located at or near street level, and shall be visible from the public right-of-way;
 - (ii) Within the PR-C1 zone, structures containing only residential uses are allowed on corner and through lots when a commercial or mixed-use structure is located along the Pacific

Highway South frontage; and

(iii) Onsite multifamily recreation area is required for developments with four or more dwelling units as provided by chapter 18.45 DMMC, except the minimum area of common recreation space per dwelling unit shall be 50 square feet.

(e) Capital Facilities, Utilities, and Public Services.

(i) All capital facilities, utilities, and public services must be adequate to support the proposed land use or structure, including but not limited to drainage; street and walkway systems, both on-site and off-site; sewer and water systems; fire protection; police service; electrical power; and telecommunications. Improvements to capital facilities, utilities, and public services shall conform to adopted plans, policies, and regulations.

(ii) All development shall be required to install or pay for a proportional share of any new facilities or utilities required to serve the development. Mechanisms such as latecomer's agreements and impact fees may be used to equitably distribute the cost of required improvements.

(iii) Except for high-voltage (i.e., 115 kV) transmission circuitry, all preexisting and newly installed utilities on site and within the abutting rights-of-way shall be placed underground.

(f) Nuisances.

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

(ii) In addition to the uses, activities and equipment deemed a nuisance under the provisions of the previous paragraph, the following are declared to be nuisances in all PR zones: all houses, housing units, other buildings, premises or places of resort where controlled substances identified in Article II of chapter 69.50 RCW and not authorized by that chapter, are manufactured, delivered, or possessed, or where any such substance not obtained in a manner authorized by chapter 69.50 RCW is consumed by ingestion, inhalation, injection, or any other means.

(iii) Any person, firm or corporation found by a court of competent jurisdiction to be keeping or maintaining a nuisance as provided in this chapter shall be liable for all costs and expenses of abating the same, when the nuisance is abated by any officer of the city, and the costs and expenses shall be taxed as part of the cost of said prosecution against the party liable, to be recovered as other costs are recovered. In addition to other powers given in the Des Moines Municipal Code and other applicable law to collect such costs and expenses, the city may bring suit for the same in any court of competent jurisdiction against the person, firm or corporation allowing, creating, enabling, keeping, maintaining or otherwise failing to correct the nuisance so abated.

(g) Hazardous Substances.

(i) No use permitted in this chapter, with the exception of public utility and service facilities, shall store any hazardous substance, except that for the purposes of this chapter the

following substances shall be exempt:

(A) Heating oil stored in an underground tank sufficiently contained so as to preclude soil and ground water contamination;

(B) Gasoline stored in an approved Underwriters Laboratory container;

(C) Prepackaged retail quantities of fertilizers, pesticides, and auto and home care products only for home use.

(ii) Failure to comply with any of the requirements of this section shall be deemed a violation and shall result in enforcement by civil penalty as set forth in DMMC 18.72.060 and/or civil violation enforcement penalties or abatement procedures as established in chapter 1.28 DMMC. Any person or business who fails to comply with the provisions of this chapter, or allows a violation to continue after receiving written notice of violation from the community development director, shall be deemed to be causing or permitting a public nuisance and shall be liable in an action for abatement filed by the city in superior court.

(h) In reviewing a proposed permitted use, the community development director may include minimal conditions of approval as may be reasonably needed to ensure that the use is consistent with the purpose of the PR zone, and to minimize the likelihood of adverse impacts.

(2) Provisions Applicable to the PR-R Zone.

(a) Parking and loading areas within the PR-R zone are further allowed as follows:

(i) For land uses with more than 20 required off-street parking spaces, a minimum of 70 percent of the total off-street spaces provided shall be located within a parking garage structure.

(ii) Parking spaces not within a parking garage structure shall be subject to maximum lot coverage limitations.

(b) Multifamily recreation area is required in accordance with chapter 18.45 DMMC, except that the minimum area of common recreation space per dwelling unit shall be 50 square feet.

(c) New construction shall conform to applicable Federal Aviation Administration regulations, including Part 77, Federal Aviation Regulations, Objects Affecting Navigable Airspace, as presently constituted or as may be subsequently amended.

(3) Provisions Applicable to the PR-C1 Zone.

(a) Off-street parking not within a parking garage structure shall occupy not more than 35 percent of the building site.

(4) Provisions Applicable to the PR-C1 and PR-C2 Zones.

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

(i) Outdoor seating and dining;

(ii) Signs;

(iii) Loading areas;

(iv) Motor vehicle fuel pumps;

(v) Retail nursery and garden centers (44422) in the PR-C2 zone;

(vi) Minor and incidental outdoor display area for merchandise sold on site as approved through the design review process;

(vii) Play/recreation areas; and

(viii) Miscellaneous storage when limited to 10 percent of the site area and when perimeter landscaping and fencing is provided as approved through the design review process.

(b) Automobile repair, automobile service stations, and similar uses shall conform to the following limitations and standards:

(i) Automobile repair and the installation of automobile parts and accessories shall be primarily contained within an enclosed structure;

(ii) Unless specifically authorized by the community development director, views into automobile service bays from Pacific Highway South shall be diminished by building orientation, screening, or other means;

(iii) Unless specifically authorized by the public works director, vehicular access shall be limited to one driveway per street frontage;

(iv) Motor vehicle fuel pump islands shall be set back a minimum of 15 feet from property lines;

(v) A six-foot high, 100 percent sight-obscuring fence shall be provided along property lines that abut residential properties as designated by the Greater Des Moines Comprehensive Plan; and

(vi) Vehicle storage shall be limited to those vehicles contracted for repair or service.

(c) Social service facilities shall conform to the following limitations and standards:

(i) Outdoor play/recreation areas for children shall be set back a minimum of five feet from property lines; and

(ii) Unless specifically authorized by the community development director, passenger loading and unloading areas shall be provided on site. [Ord. 1267 § 2(part), 2000.]

18.31.090 Dimensional standards.

(1) Lot Area. Every lot shall have a minimum area of 7,500 square feet.

(2) Lot Width. Every lot shall have a minimum width of 75 feet.

(3) Front Yard.

(a) In the PR-R, every lot shall have a front yard of not less than 15 feet.

(b) In PR-C1 and PR-C2, no front yard is required.

(4) Side Yard.

(a) In PR-R, every lot shall have a side yard on each side of the lot. The side yards shall have a width of not less than 10 feet.

(b) In the PR-C1 and PR-C2 zones, no side yard is required.

(5) Rear Yard. Every lot shall have a rear yard of not less than 15 feet.

(6) Lot Coverage.

(a) PR-R: All main and accessory buildings and structures, except outdoor private swimming pools, shall not cover more than 70 percent of the area of the lot.

(b) PR-C1 and PR-C2: No maximum lot coverage.

(7) Measurement of Building Height.

(a) PR-R: Building height shall be measured from average finish grade.

(b) PR-C1: Building height shall be measured from mean sidewalk grade of Pacific Highway South.

(c) PR-C2: Building height shall be measured from mean sidewalk grade as follows:

(i) Building height for properties abutting Pacific Highway South is measured from Pacific Highway South.

(ii) Building height for properties abutting 24th Avenue South is measured from 24th Avenue South.

(iii) Building height for properties that do not abut Pacific Highway South or 24th Avenue South is measured from South 216th Street.

(8) Minimum Building Height.

(a) Except for buildings containing only a full-service restaurant or a gasoline service station, and other instances specifically authorized by the community development director in writing, no building shall be less than the height specified below:

(i) PR-R: 35 feet.

(ii) PR-C1: 35 feet.

(iii) PR-C2: No minimum building height.

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

(9) Maximum Building Height. Buildings and structures may be built to the height specified:

(a) PR-R: 35 feet. Buildings may be built to a height of 120 feet with approval of a condominium height bonus as provided by this chapter.

(b) PR-C1:

(i) Except as provided by subsection (9)(b)(ii) below, 55 feet.

(ii) In that portion of the PR-C1 zone bounded by Pacific Highway South, 30th Avenue South, South 224th Street, and Kent-Des Moines Road: 85 feet.

(c) PR-C2: 55 feet.

(10) Building Height Limitation Adjacent to Single-Family. When an abutting property is designated single-family residential by the Greater Des Moines Comprehensive Plan, building height shall be limited as follows:

(a) Within 20 feet of the abutting single-family residential property, maximum building height shall be 35 feet.

(b) Within 40 feet of the abutting single-family residential property, maximum building height shall be 45 feet.

(c) During the design review and environmental review, the community development director may impose other conditions of approval in order to mitigate potential height, bulk, and scale impacts upon adjacent single-family residents not sufficiently mitigated by existing regulations.

(11) Condominium Building Height Bonus. In the PR-R zone, the community development director may authorize buildings 36 to 120 feet in height when a condominium declaration which satisfies chapter 64.34 RCW is recorded for all dwellings within the building.

(12) Placement of Buildings.

(a) Where a building site abuts the public right-of-way of Pacific Highway South, at least one of the main buildings on the site shall be placed as follows:

(i) Except as provided below, the building shall abut, or be in close proximity to, the public right-of-way of Pacific Highway South.

(ii) Through the permit review process, the community development director may determine it is in the public interest to allow the proposed building to be set back from the right-of-way. In considering a request for setback, the director shall consider matters such as adopted land use policies, vehicular and pedestrian circulation, sight distances, landscaping, existing site improvements, adjacent site improvements, easements or other encumbrances, and public benefit features such as plazas and public artwork.

(b) The distance between a building containing dwelling units and any other building shall be not less than 10 feet.

(c) On the rear third of an interior lot, accessory buildings not containing dwellings may be built to the side lot lines and the rear lot line; provided, not less than 10 feet of the rear lot line shall be free and clear of buildings.

(d) On the rear third of a corner lot:

(i) Accessory buildings not containing dwellings may be built to the interior side lot line and the rear lot line.

(ii) Where a setback from the street is required for the adjoining lot, no building shall be erected closer than 10 feet to the street side lot line.

(e) On the rear third of a reverse corner lot:

(i) Accessory buildings not containing dwellings may be built to the interior side lot line.

(ii) Where a setback from the street is required for the adjoining lot, no building shall be erected closer than 10 feet to the street side lot line.

(iii) No building shall be erected closer than five feet to the rear lot line. [Ord. 1267 § 2(part), 2000.]

18.31.100 General site design requirements.

(1) Design Guidelines. Design guidelines shall be adopted for new construction within Pacific Ridge. All development proposals shall demonstrate substantial compliance, as determined by the community development director, with the adopted Pacific Ridge design guidelines. The guidelines shall provide objectives and techniques for ensuring that new construction provides lasting benefit to the community; minimizes incompatibility among land uses; and promotes crime prevention. Design guidelines shall address site design issues including, but not limited to, the following:

- (a) Placement and orientation of buildings and building entrances;
- (b) Vehicular access, parking, and circulation;
- (c) Pedestrian orientation and access;
- (d) Orientation to transit;
- (e) Placement and screening of service and loading areas;
- (f) Landscaping;
- (g) Freestanding signage;
- (h) Screening of parking and other site features;
- (i) Placement and design of open space;

- (j) Crime prevention; and
- (k) Exterior lighting. [Ord. 1267 § 2(part), 2000.]

18.31.110 General building design requirements.

(1) Design Guidelines. Design guidelines shall be adopted for new construction within Pacific Ridge. All development proposals shall demonstrate substantial compliance, as determined by the community development director, with the adopted Pacific Ridge design guidelines. The guidelines shall provide objectives and techniques for ensuring that new construction provides lasting benefit to the community; minimizes incompatibility among land uses; and promotes crime prevention. Design guidelines shall address building design issues including, but not limited to, the following:

- (a) Building height, bulk, and scale;
- (b) Building modulation and fenestration;
- (c) Building silhouette and roof design;
- (d) Placement and orientation of building entrances, common areas, activity areas, balconies, and other features;
- (e) Exterior building materials;
- (f) Window and door detailing;
- (g) Continuity/variety in building design;
- (h) Orientation to transit;
- (i) Wall signage;
- (j) Crime prevention;
- (k) Awnings, covered walkways, and other weather protection; and
- (l) Placement and screening of mechanical equipment.

(2) Minimum floor-to-ceiling height for dwellings. Dwellings shall have a minimum floor-to-ceiling height of eight feet, six inches.

(3) The width of the building above the third-level floor shall not exceed 80 percent of the width of the building at street level.

(4) Within the PR-C1 and PR-C2 zones, structural encroachments into the right-of-way, such as cornices, signs, eaves, sills, awnings, bay windows, balconies, facade treatment, marquees, etc., shall conform to the provisions set forth by Title 12 DMMC, the Uniform Building Code, and the following provisions:

(a) Structural encroachments into the right-of-way shall be capable of being removed without impact upon the structural integrity of the primary building;

(b) Structural encroachments into the right-of-way shall not result in additional building floor area than would otherwise be allowed;

(c) Except for awnings, signs, and marquees, the maximum horizontal encroachment into the right-of-way shall be two feet;

(d) The maximum horizontal encroachment in the right-of-way by signs shall be four feet;

(e) The maximum horizontal encroachment in the right-of-way by awnings and marquees shall be six feet;

(f) The minimum horizontal distance between the structural encroachment and the curbline shall be two feet;

(g) Except for awnings over the public sidewalk which may be continuous, the maximum length of each balcony, bay window, or similar feature that encroaches the right-of-way shall be 12 feet;

(h) Structural encroachments into the right-of-way shall maintain adequate distance away from utility, transportation, or other facilities as determined by the community development director in consultation with the public works director;

(i) The applicant shall demonstrate proof of public liability insurance and consent to a public place indemnity agreement;

(j) Owners of structural encroachments into the right-of-way must clear the public right-of-way when ordered to do so by city authorities for reasons of public health or safety; and

(k) In reviewing a proposed structural encroachment into the public right-of-way, the community development director may include conditions as may be reasonably needed to ensure that the structure is consistent with the purpose of the PR zone, and to minimize the likelihood of adverse impacts. The community development director shall deny the request if it is determined that adverse impacts cannot be mitigated satisfactorily. [Ord. 1267 § 2(part), 2000.]

Staff write letter

AGENDA ITEM

SUBJECT: Proposed Changes in Bus Service

AGENDA OF: May 13, 2004

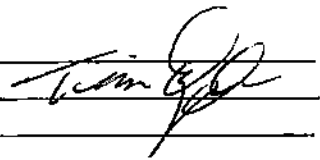
DEPT. OF ORIGIN: Public Works

ATTACHMENTS:

DATE SUBMITTED: May 13, 2004

CLEARANCES:

1. Original King County Metro Transit proposal for service changes.
2. Information from King County Councilmember Julia Patterson's office regarding negotiations on Express Routes.
3. Current information from King County Metro Transit for service changes.

☐ Finance
☒ Public Works 
☐ Legal

APPROVED BY CITY MANAGER
FOR SUBMITTAL: _____

Purpose and Recommendation:

The purpose of this item is to provide City Council with information regarding proposed King County Metro Transit changes which will affect Des Moines bus riders.

Suggested Motion:

INFORMATION ITEM ONLY – NO ACTION REQUIRED

Background:

In March of this year, King County Metro Transit proposed a set of changes to bus service in South King County (Attachment 1). The most controversial change for Des Moines was the proposed elimination of certain mid-day express routes from Burien and Des Moines into Seattle and increasing the frequency of service from Burien into Seattle along the local service route on Ambaum and Delridge. King County Council member Julia Patterson, among others, worked on this issue by negotiating for additional express routes over and above the original March proposal (Attachment 2).

As a result of the negotiations, the King County Transportation Committee on May 12th voted to restore eight (8) of the mid-day express routes. This Committee recommendation will be considered by the full County Council on Monday, May 18th at 1:30PM.

Discussion:

Victor Obeso and Ted Day of Metro will be attending the City Council meeting and will discuss the proposed changes (Attachment 3). They will also be happy to answer any questions which Council may have regarding these service changes in bus service.

Alternatives:

Request that the King County Council consider other alternatives.

Financial Impact:

No City financial impact.

Recommendation/Conclusion:

It is recommended that the City Council support the changes as negotiated by Julia Patterson.

Concurrence:



King County
Department of Transportation
Community Relations
201 South Jackson Street KSC-TR-0824
Seattle, WA 98104-3856

COUNCIL - FYI

Copy: Linn

*Place copies in Library for
public info.*

March 2004

FR: Patrick Duhon, Community Relations Planner

RE: Proposed changes for transit service

King County Metro Transit has developed a set of proposals for changing bus service for portions of southwest Seattle, White Center, Boulevard Park, Burien, SeaTac, Des Moines and neighboring areas. These proposals have been presented to the Metropolitan King County Council for review and action.

The enclosed flyers outline the proposed changes and provides information about ways for the public to provide comments to County Council members; there is also information about a public hearing in front of the Council's Transportation Committee.

Please place the brochures where members of the public can pick them up. If you need additional copies, please contact me at (206) 263-3424 or patrick.duhon@metrokc.gov.

Thank you for your assistance.

ATTACHMENT 1

April 2004

King County Council Transportation Committee to consider changes for transit service in the Southwest (Ambaum/Delridge) corridor

King County Metro Transit has submitted to King County Executive Ron Sims its recommendations for transit service changes in Boulevard Park, Burien, Delridge, Des Moines, Highland Park, South Park, and White Center. The County Executive will review and possibly amend the proposed changes, then submit his recommendations to the King County Council. The council is scheduled to review these service proposals in April and May.

Please look inside for details about King County Metro's proposals and how you can forward your comments to the King County Council.

How to comment on these King County Metro proposals

Public comments on these proposals will be heard at the **Metro King County Council Transportation Committee Meeting on Wednesday, April 14, at 1:30 p.m.** in the King County Courthouse Council Chambers, Room 1001 (516 Third Avenue, Seattle).

The full council will vote on the proposed changes in late April or May. **If these changes are adopted, they will be implemented in September 2004.**

After April 14, the ordinance and maps for the proposed transit service changes will be available online at the Metro Transit Web site: transit.metrokc.gov

Metro King County Council Transportation Committee Meeting

Wednesday, April 14, at 1:30 p.m.
King County Courthouse Council Chambers, Room 1001
(516 Third Avenue, Seattle)

Contact Us

To submit comments to the King County Council, to confirm dates and times for these meetings, or to arrange meeting accommodations for people with disabilities, please contact Angelica Vazquez at:

Phone: 206-296-1661

TTY/TDD: 206-296-1024

e-mail: angelica.vazquez@metrokc.gov

Or mail to:

King County Council
Transportation Committee
King County Courthouse
516 Third Avenue, Room 1200
Seattle, WA 98104

If you have **questions** about these proposals, please contact Patrick Duhon, King County Department of Transportation Community Relations Planner, at patrick.duhon@metrokc.gov, 206-263-3424 (phone), or 206-684-1682 (TTY).

Why make these changes?

The following proposals were developed with comments from bus riders and reviewed by a community sounding board, and are consistent with strategies adopted in the county's Six-Year Transit Development Plan. They are designed to:

- Make the best use of existing transit resources with no new budget;
- Move buses to where more riders need them;
- Improve connections between bus routes; and
- Improve bus stop facilities in the area.

The proposed changes would not cost any more than current service, but would adjust bus routes to provide service where it's needed most. Routes that overlap each other significantly would be adjusted to provide faster, more reliable service at the times of day when it's most needed.

Recommendations:

New Route 120 would serve the Ambaum-Delridge corridor

This change would double the number of trips along the corridor with new Route 120 connecting the Burien Transit Center, Ambaum Boulevard SW, White Center, Delridge Way SW, and downtown Seattle, **replacing or combining portions of existing routes 20, 135, 136, and 136-Express.**

Weekday trip frequency would be improved to every 7-15 minutes from 6:30 a.m. until 7:00 p.m.; every 30 minutes from about 5:30 to 6:30 a.m. and 7:00 to 11:00 p.m.; and every 60 minutes from 11:00 p.m. until the last bus leaves downtown Seattle at about 2:15 a.m. Saturday and Sunday trips would run every 30 minutes between 6:30 a.m. and 10:00 p.m. and every 60 minutes from 10:00 p.m. until the last bus leaves downtown Seattle at about 2:15 a.m.

New Route 23 would run through SODO

This change would create a new route between White Center, Highland Park, and downtown Seattle, **replacing portions of existing routes 136 and 137.**

In response to rider comments, the new route would run on Fourth Avenue S through Seattle's SODO district.

Trips would run every 30 minutes on weekdays between about 5:00 a.m. and 10:00 p.m. and every 60 minutes between 10:00 p.m. and 1:00 a.m. Saturday and Sunday trips would run every 30 minutes between about 6:00 a.m. and 10:00 p.m. and every 60 minutes between 10:00 p.m. and 1:00 a.m.

Route 113 would connect Shorewood, White Center, and downtown Seattle

This change would revise service to provide five morning and five afternoon peak-hour trips on weekdays to connect Shorewood, White Center, Olson-Myers park-and-ride, Federal Center South, and downtown Seattle. New routes 121 and 122 (detailed below) would provide one-way replacement links between downtown Seattle and Federal Center South, heading south in the morning and north in the afternoon. Afternoon trips to Shorewood would provide service back to White Center after serving Shorewood.

At this time, trips would not be extended to serve First Hill destinations, but would still begin and end in downtown Seattle. Metro Transit recently adjusted schedules to provide better transfer connections to and from First Hill routes, and Metro planners are continuing to explore options for extending Route 113 to First Hill.

SR 509 Express routes would be renumbered

To minimize confusion between local and express service between Burien and Des Moines on State Route 509, Route 130-Express trips would be renumbered as Route 121, and Route 132-Express trips would be renumbered as Route 122.

Routes 121 and 122 would provide SR-509 express service

Routes 121 and 122 would continue to provide weekday express service connecting Highline Community College and downtown Seattle, using current express service routing through the Burien Transit Center and along SR-509.

In response to rider comments, Metro Transit has adjusted the number and times of trips from its January proposal.

The routes would provide northbound express service leaving the Burien Transit Center between about 5:20 a.m. and 9:00 a.m. Northbound trips would also run every 30-60 minutes between about 2:15 and 5:45 p.m.

Southbound service would run from downtown Seattle to the Burien Transit Center every 30-60 minutes, leaving Downtown Seattle between about 6:30 and 8:00 a.m. Afternoon southbound express trips from downtown Seattle to the Burien Transit Center and Highline Community College would leave downtown Seattle at about 1:30 p.m., 2:30 p.m., and then at about the same times as current service between 3:00 and 6:45 p.m.

Gregory Heights express service on new Route 123

New Route 123 would provide peak-only express service, **replacing portions of existing routes 136 and 137**. Route 123 would have at least five morning trips from Gregory Heights to downtown Seattle between about 6:00 a.m. and 8:00 a.m., and at least five afternoon trips from downtown Seattle to Gregory Heights between about 3:00 p.m. and 5:15 p.m. Trips would run in both directions via SR-509 and Fourth Avenue S.

New Route 125 would serve Shorewood and White Center

New Route 125 would run between Shorewood, White Center, South Seattle Community College, and downtown Seattle, **replacing portions of existing routes 20 and 135**. Trips would continue as Route 11 to Madison Park, serving Seattle Central Community College.

Weekday trips would run between White Center, South Seattle Community College, and downtown Seattle every 30 minutes from 5:45 a.m. to 6:15 a.m., and every 15 minutes in both directions from 6:15 a.m. to 8:30 a.m. and from 3:30 p.m. to 6:30 p.m. Weekday trips that go to and from Shorewood would run every 30 minutes from 8:30 a.m. to 3:30 p.m. and from 6:15 p.m. to 10:45 p.m., followed by a final trip at around 11:45 p.m.

Saturday trips would run every 30 minutes from about 6:00 a.m. to 9:30 p.m., and then every 60 minutes until about 11:30 p.m. Sunday trips would run every 60 minutes from 6:00 a.m. to 10:00 a.m., every 30 minutes from 10:00 a.m. to 7:30 p.m., and every hour from 7:30 p.m. to about 11:30 p.m.

New Route 131 would serve First Avenue S and Fourth Avenue SW

In response to rider comments, new Route 131 would be created by **combining and replacing portions of current Route 130** on First Avenue S and **current Route 137** on Fourth Avenue SW. Trips would continue to serve Highline Community College, Des Moines, Normandy Park, Burien, Park Lake, South Park, Georgetown, and downtown Seattle. However, trips would operate from the Burien Transit Center via First Avenue S between SW 148th Street and SW 112th Street and on Fourth Avenue SW between SW 112th Street and SW Roxbury Street.

Trips would run at least every 60 minutes on weekdays from about 6:00 a.m. to 12:30 a.m., and on weekends from about 6:30 a.m. to 12:30 a.m.

During weekday peak hours, a few trips would run along Fourth Avenue SW between SW 148th Street and SW Roxbury Street, with at least three northbound trips in the morning and three southbound trips in the afternoon. All Route 131 trips would also serve the Olson-Myers park-and-ride *on weekdays only*.

Expand service on Route 139

Route 139 trips would begin at about 5:00 a.m. on weekdays, replacing morning service currently provided by existing routes 136 and 137. These trips would continue to serve Highline Community Hospital, Gregory Heights, and the Burien Transit Center (see proposed Route 123 for additional Gregory Heights service).



King County

METRO

Department of Transportation

Transportation Community Relations

KSC-TR-0824

201 S. Jackson Street

Seattle, WA 98104

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Seattle WA
Permit No. 6966

Affected routes: 11, 20, 23, 113, 120, 121, 122, 123, 125, 130, 131, 132-Express, 135, 136, 136-Express, 137, 139.

Routes that won't change: no major changes are being proposed for routes 21, 21-Express, 22, 54, 54-Express, 60, 85, 128, 133, 140, 166, 170, 174, and Sound Transit 560.

Metro King County Council Transportation Committee Meeting

Wednesday, April 14, at 1:30 p.m.
King County Courthouse Council
Chambers, Room 1001
(516 Third Avenue, Seattle)

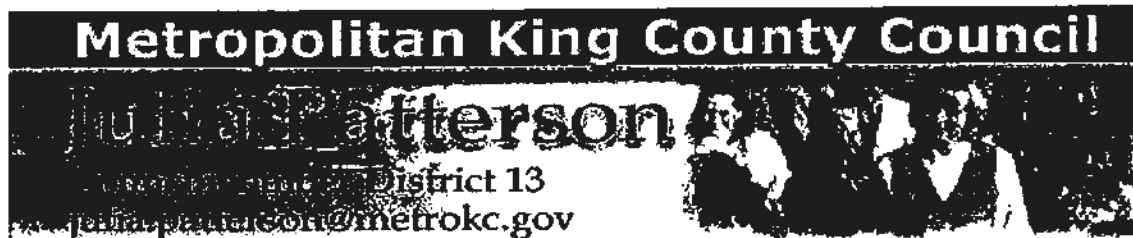
**Alternative Formats
Available**

206-263-3424

TTY Relay: 711

Denis Staab

From: Patterson, Julia [Julia.Patterson@METROKC.GOV]
Sent: Tuesday, May 11, 2004 4:59 PM
To: Patterson, Julia
Subject: News from KC Councilmember Julia Patterson



2004 Metro Service Changes for South King County

May 11th, 2004

Good Afternoon,

I wanted to update you on the **Metro service changes affecting South King County** that are currently before the King County Council. Each year Metro proposes additional new bus hours and other service changes to improve service in King County.

Metro's policy on the distribution of new bus hours requires 40 percent of new hours to go to service in South King County, 40 percent to East King County and 20 percent to Seattle. Prior to 2002, a disproportionate number of new service hours were directed to improving Seattle bus routes. I fought for and supported the policy change in 2002 because for far too long South King County's transit needs were being neglected. South King County's population continues to grow and we must invest and improve transit service to accommodate this growth.

Given recent budget constraints, Metro has a very limited number of new bus hours to add to the system. To improve service, Metro has looked to consolidate duplicate routes and eliminate routes with very low ridership to increase overall ridership in the system. Metro undertakes a detailed public process when making such changes, which includes receiving feedback from sounding boards composed of effected riders and holding public hearings.

The 2004 Metro service changes - which were presented to the Transportation Committee in April - proposed eliminating certain mid day express routes from Burien and Des Moines into Seattle and increasing the frequency of service from Burien into Seattle along the Ambaum/Delridge corridor.

Metro proposed eliminating 21 of the 26 mid day express routes serving riders traveling between Des Moines/Burien/Normandy Park and downtown Seattle in order to increase the frequency of local service on Ambaum and Delridge from Burien to downtown Seattle to every

ATTACHMENT 2

05/12/2004

15 minutes, all day. The express routes in the morning and evening were unchanged.

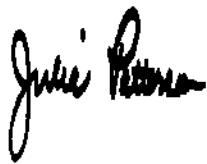
After conversations with mid day express bus riders from the Des Moines, Normandy Park and Burien areas, I have worked with Metro staff to restore 8 of the mid day express routes between Burien/Des Moines and downtown Seattle. The total number of mid day express routes will remain at 13. Burien/Des Moines/Normandy Park riders will also have the option of taking the new Delridge/Ambaum service which runs every 15 minutes from the Burien Transit Center to downtown Seattle all day. Metro will be implementing new hybrid, low floor buses along this route. The low floor busses allow for easier boarding for disabled riders and reduces the amount of delay at bus stops. This new route will ensure frequent and predictable service for residents traveling to and from downtown Seattle. No matter what time of day, residents will be guaranteed a bus to and from Seattle within 15 minutes. This is a major improvement to north/south service in South King County.

The new service changes also include 6 new express bus trips from Seattle to the Burien Transit Center in the morning and 6 new trips back to Seattle from Burien in the evening. This new service will provide greater access to downtown Burien.

These changes will come before the Transportation Committee tomorrow at 1:00 pm in the Council Chambers on the 10th floor of the King County Courthouse (516 Third Ave, Seattle, WA 98104) and before the full Council on Monday, May 18th at 1:30 pm. I believe these changes have been thoroughly vetted and will lead to improved transit service in South King County.

More information on the changes will soon be available on Metro's website - <http://transit.metrokc.gov>. Please feel free to contact my office if you have any questions on this issue (206) 296-1013.

Best,



Julia Patterson

King County Councilmember

Tim Heydon

From: Scholes, Jon [Jon.Scholes@METROKC.GOV]
Sent: Wednesday, May 12, 2004 3:47 PM
To: theydon@cityofdesmoines.com
Cc: 'tpiasecki@cityofdesmoines.com'
Subject: Summary of 2004 Metro Service Changes.doc

<<Summary of 2004 Metro Service Changes.doc>>

Tim,

Attached is a brief summary of the 2004 Metro Service Changes for Des Moines/Burien/Normandy Park that were approved at today's Transportation Committee meeting. I have asked Metro staff to provide a more detailed summary and should have something tomorrow morning. Please let me know if you have any questions.

Thanks,
Jon

Jon Scholes
Legislative Aide
King County Councilmember
Julia Patterson
Phone: (206) 296-1651

Summary of 2004 Metro Service Changes for Des Moines, Normandy Park and Burien

- Metro presented the draft service changes to the King County Council's Transportation Committee in early April of this year. Given current budget constraints and a limited number of new transit hours to add to the system, Metro staff has looked to improve overall transit service by eliminating routes and trips with low ridership and consolidate duplicate routes.
- The originally proposed 2004 changes included:
 - Increasing local service between the Burien Transit Center and downtown Seattle along the Ambaum/Delridge corridor to all day service with a frequency of at least 15 minutes. Metro also proposed implementing low floor, hybrid busses along this route to improve disabled access and reduce boarding delays at bus stops.
 - Eliminating 21 of the current 26 mid day express routes connecting Des Moines/Burien with downtown Seattle.
 - Increasing the peak period express service between Burien and downtown Seattle. 6 new express routes would run from downtown Seattle to Burien in the morning peak period and 6 from Burien to downtown Seattle in the peak evening period.
- Following conversations with elected officials, constituents and Metro staff – the revised 2004 Service Improvements restores 13 of the 26 mid day express routes serving the Burien, Normandy Park and Des Moines communities. The revised improvements retain the 15 minute all day local service and the new peak period express routes.
- The attached table details the originally proposed changes to the 509 express service compared with the revisions as approved by the Transportation Committee.

509 EXPRESS SERVICE CHANGE IN ONE-WAY BUS TRIPS		
Time Period	Northbound	Southbound
AM PEAK (4:56 a.m. – 9:00 a.m.)		
Current	11	0
New	11	6
MIDDAY (9:00 a.m. – 3:00 p.m.)		
Current	13	13
New	7	6
PM PEAK (3:00 p.m. – 6:45 p.m.)		
Current	0	13
New	6	14
TOTAL DAILY		
Current	50	
New	50	

Tim Heydon

From: Obeso, Victor [Victor.Obeso@METROKC.GOV]
Sent: Thursday, May 13, 2004 10:10 AM
To: 'theydon@cityofdesmoines.com'
Cc: Lattemann, Jack; Duhon, Patrick; Day, Ted; Scholes, Jon; Hodson, Doug
Subject: FW: Des Moines briefing paper
Importance: High
Follow Up Flag: Follow up
Flag Status: Flagged

Tim - enclosed is an overview of our service change proposals and maps with an emphasis on the changes that affect Des Moines area riders. As we discussed yesterday I will assume that you will make copies of these materials for your council packets. Ted Day and I will be there tonight. Also enclosed is a letter written by KC Council Member Julia Patterson that was issued yesterday.

Please call me with any questions.

Victor Obeso
Supervisor, Service Planning
King County Metro
206.263.3109

<<Des Moines Q&A.doc>> <<Sept 2004 Ordinance Rts 121-122 amended pages.doc>> <<Rt121.pdf>>
<<Rt122.pdf>>

2004 Metro Service Changes for South King County

May 11th, 2004

Good Afternoon,

I wanted to update you on the **Metro service changes affecting South King County** that are currently before the King County Council. Each year Metro proposes additional new bus hours and other service changes to improve service in King County.

Metro's policy on the distribution of new bus hours requires 40 percent of new hours to go to service in South King County, 40 percent to East King County and 20 percent to Seattle. Prior to 2002, a disproportionate number of new service hours were directed to improving Seattle bus routes. I fought for and supported the policy change in 2002 because for far too long South King County's transit needs were being neglected. South King County's population continues to grow and we must invest and improve transit service to accommodate this growth.

Given recent budget constraints, Metro has a very limited number of new bus hours to add to the system. To improve service, Metro has looked to consolidate duplicate routes and eliminate routes with very low ridership to increase overall ridership in the system. Metro undertakes a detailed public process when making such changes, which includes receiving feedback from sounding boards composed of effected riders and holding public hearings.

ATTACHMENT 3

The 2004 Metro service changes - which were presented to the Transportation Committee in April - proposed eliminating certain mid day express routes from Burien and Des Moines into Seattle and increasing the frequency of service from Burien into Seattle along the Ambaum/Delridge corridor.

Metro proposed eliminating 21 of the 26 mid day express routes serving riders traveling between Des Moines/Burien/Normandy Park and downtown Seattle in order to increase the frequency of local service on Ambaum and Delridge from Burien to downtown Seattle to every 15 minutes, all day. The express routes in the morning and evening were unchanged.

After conversations with mid day express bus riders from the Des Moines, Normandy Park and Burien areas, I have worked with Metro staff to restore 8 of the mid day express routes between Burien/Des Moines and downtown Seattle. The total number of mid day express routes will remain at 13. Burien/Des Moines/Normandy Park riders will also have the option of taking the new Delridge/Ambaum service which runs every 15 minutes from the Burien Transit Center to downtown Seattle all day. Metro will be implementing new hybrid, low floor buses along this route. The low floor busses allow for easier boarding for disabled riders and reduces the amount of delay at bus stops. This new route will ensure frequent and predictable service for residents traveling to and from downtown Seattle. No matter what time of day, residents will be guaranteed a bus to and from Seattle within 15 minutes. This is a major improvement to north/south service in South King County.

The new service changes also include 6 new express bus trips from Seattle to the Burien Transit Center in the morning and 6 new trips back to Seattle from Burien in the evening. This new service will provide greater access to downtown Burien.

These changes will come before the Transportation Committee tomorrow at 1:00 pm in the Council Chambers on the 10th floor of the King County Courthouse (516 Third Ave, Seattle, WA 98104) and before the full Council on Monday, May 18th at 1:30 pm. I believe these changes have been thoroughly vetted and will lead to improved transit service in South King County.

More information on the changes will soon be available on Metro's website - <http://transit.metrokc.gov>. Please feel free to contact my office if you have any questions on this issue (206) 296-1013.

Best,

Julia Patterson
King County Councilmember

**RESPONSE TO COUNCIL AND PUBLIC QUESTIONS
SEPTEMBER 2004 SERVICE CHANGE ORDINANCE**

**PROPOSED CHANGES TO SR-509 EXPRESS BUS SERVICE
SEPTEMBER 2004**

Project overview:

The proposed service changes to SR-509 express bus service are part of a larger project to restructure transit service in the Ambaum-Delridge corridor extending from the Delridge neighborhood of West Seattle to Des Moines. The overall goal of the proposed changes is to make bus services more attractive and convenient where the most people live and work, consistent with King County Metro's adopted Six-Year Transit Development Plan.

Proposed changes in the project area are essentially "net-zero" in terms of new service hours, which means they involve a careful and complex balance of reduced service hours through route restructuring and consolidation in some areas in order to accomplish the addition of hours needed for service improvements that respond to ridership growth along Delridge Way and Ambaum Boulevard.

The proposed changes involve revisions to twelve existing routes and the creation of six new routes. In general, the proposed changes would discontinue duplicative services along the Ambaum Boulevard corridor, and consolidate services in the Highland Park, Park Lake, and Burien/Des Moines areas to free up resources for more frequent and reliable bus service on proposed new Route 120 between Burien and Downtown Seattle, which would operate every 15 minutes or better on weekdays until 7:00 p.m., with increased 30-minute service on weekends.

In the Des Moines and Normandy Park areas, existing SR-509 express service operated by routes 130-Express and 132-Express is proposed to be replaced by new routes 121 and 122, which would also operate express via SR-509 with about the same level of peak commuter service but with a reduced level of midday service.

King County Metro conducted an extensive public outreach process to develop the proposals. A sounding board composed of project area residents and stakeholders who ride the bus was set up to advise Metro staff on the public process, attend outreach events, and work closely with staff to review public comments. Multiple public workshops were held in two phases, in Fall 2003 and Winter 2004. The second phase included surveys, additional community meetings, and consideration of comments from over 1,500 people in the project area. Transit staff and the sounding board reviewed the public comments and subsequently made changes to a number of the draft service proposals.

In response to public comments received during the County Council Transportation Committee's review process, changes were made to the Service Change Ordinance that include an increase in the number of midday SR-509 express trips to 13, half of the midday express trips currently operated.

**RESPONSE TO COUNCIL AND PUBLIC QUESTIONS
SEPTEMBER 2004 SERVICE CHANGE ORDINANCE**

**PROPOSED CHANGES TO SR-509 EXPRESS BUS SERVICE
SEPTEMBER 2004**

Description of proposed changes to SR-509 express service:

The following table describes the proposed changes to SR-509 express service. Currently, this service is being provided by a combination of Route 130-Express and 132-Express. Each of these routes operates every 60 minutes during midday hours, and their schedules combine for midday service every 30 minutes between the Burien Park-and-Ride/Transit Center and downtown Seattle.

The effect of the amended service change ordinance would be to re-number the SR-509 expresses as routes 121 and 122, and operate the following service levels:

- Approximately the same number of peak-direction trips during peak commuter hours, northbound in the morning and southbound in the afternoon.
- Fewer trips during midday hours, 13 midday trips instead of the current 26 midday trips.
- New trips during peak commuter hours that treat Burien as a destination, southbound in the morning peak hours and northbound in the afternoon peak hours.

PROPOSED CHANGES TO SR-509 EXPRESS SERVICE

Time Period	Northbound Des Moines Trips	Northbound Burien Trips	Southbound Des Moines Trips	Southbound Burien Trips	TOTALS
AM PEAK - 4:56 a.m. to 9:00 a.m.					
Current	10	1	0	0	11
Proposed	11	0	0	6	17
MIDDAY - 9:00 a.m. to 3:00 p.m.					
Current	13	0	13	0	26
Proposed	2	5	0	6	13
PM PEAK - 3:00 p.m. to 6:45 p.m.					
Current	0	0	12	1	13
Proposed	0	6	14	0	20
TOTAL DAILY					
Current	50				
Proposed	50				

RESPONSE TO COUNCIL AND PUBLIC QUESTIONS SEPTEMBER 2004 SERVICE CHANGE ORDINANCE

Who is riding midday SR-509 express service:

Currently, Routes 130-Express and 132-Express during midday hours (9:00 a.m. to 3:00 p.m. on weekdays) average about 360 daily riders between the Burien Transit Center/Park-and-Ride and Downtown Seattle. Of this total daily ridership, an average of about 165 riders (46%) get on or off at Burien Transit Center, and ride only between Burien and Seattle. Riders originating south of the Burien Transit Center in Des Moines and Normandy Park average about 195 daily riders.

Midday service options for Des Moines and Normandy Park riders:

Under the revised proposal, a total of 13 midday SR-509 express trips would be operated on weekdays between 9:00 a.m. and 3:00 p.m. Of the total, one trip would operate on Route 122 between Des Moines, Burien, and Downtown Seattle. The other 12 trips would be operated by new Route 121 between Downtown Seattle and Burien only. No SR-509 express service would operate between approximately 10:20 a.m. (northbound) and 12:35 p.m. (southbound).

During the midday hours when Route 121 would operate between Downtown Seattle and Burien, Des Moines and Normandy Park riders would have the following options:

- Transfer between local routes 131 (new route replacing Route 130) or 132 and Route 121 at Burien Transit Center.
- Transfer between local routes 131 or 132 and new Route 120 at Burien Transit Center. Route 120 would operate every 15 minutes during midday hours via Ambaum Boulevard, White Center, Delridge Way, and the Alaskan Way Viaduct. Compared to SR-509 express service, a transfer with Route 120 would take 10-12 minutes longer. Route 120 would be the only midday transfer option for Des Moines and Normandy Park riders between approximately 10:20 a.m. (northbound) and 12:35 p.m. (southbound).
- Ride local routes 131 or 132 via Boulevard Park or Park Lake, South Park, and either 1st Avenue South or Airport Way South. Compared to a transfer with Route 120, a one-seat ride on these routes would take 11-12 minutes longer, counting transfer time.

ROUTE: 121, 122, 130 EXPRESS, 132 EXPRESS

OBJECTIVES:

Pursue efficiencies in existing services. (Strategy S-1 Six-Year Transit Development Plan 2002 – 2007, Pursue efficiencies in existing services in major transit corridors. Reinvest savings from these efforts within the planning subarea in which they are generated.)

IMPACTED SERVICE AREA:

Highline Community College, Des Moines, Normandy Park, Burien Park-and-Ride, Federal Center South, Downtown Seattle.

SERVICE CHANGE:

Re-number Route 130 Express trips as Route 121.

Re-number Route 132 Express trips as Route 122.

Service on Route 121 will operate weekdays as follows:

Northbound - Des Moines to Seattle: Operate at least 6 trips between approximately 5:00 a.m. and 9:00 a.m.

Northbound - Burien to Seattle: Operate at least 6 trips between approximately 9:00 a.m. and 3:00 p.m., and at least 6 trips between approximately 3:00 p.m. and 6:00 p.m.; the last a.m. northbound trip will leave Burien transit center/park-and-ride at approximately 10:20 a.m.

Southbound - Seattle to Burien: Operate at least 6 trips between approximately 5:45 a.m. and 8:45 a.m., and at least 6 trips between approximately 8:45 a.m. and 3:00 p.m.; the first p.m. southbound trip will leave downtown Seattle at approximately 12:35 p.m.

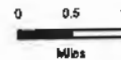
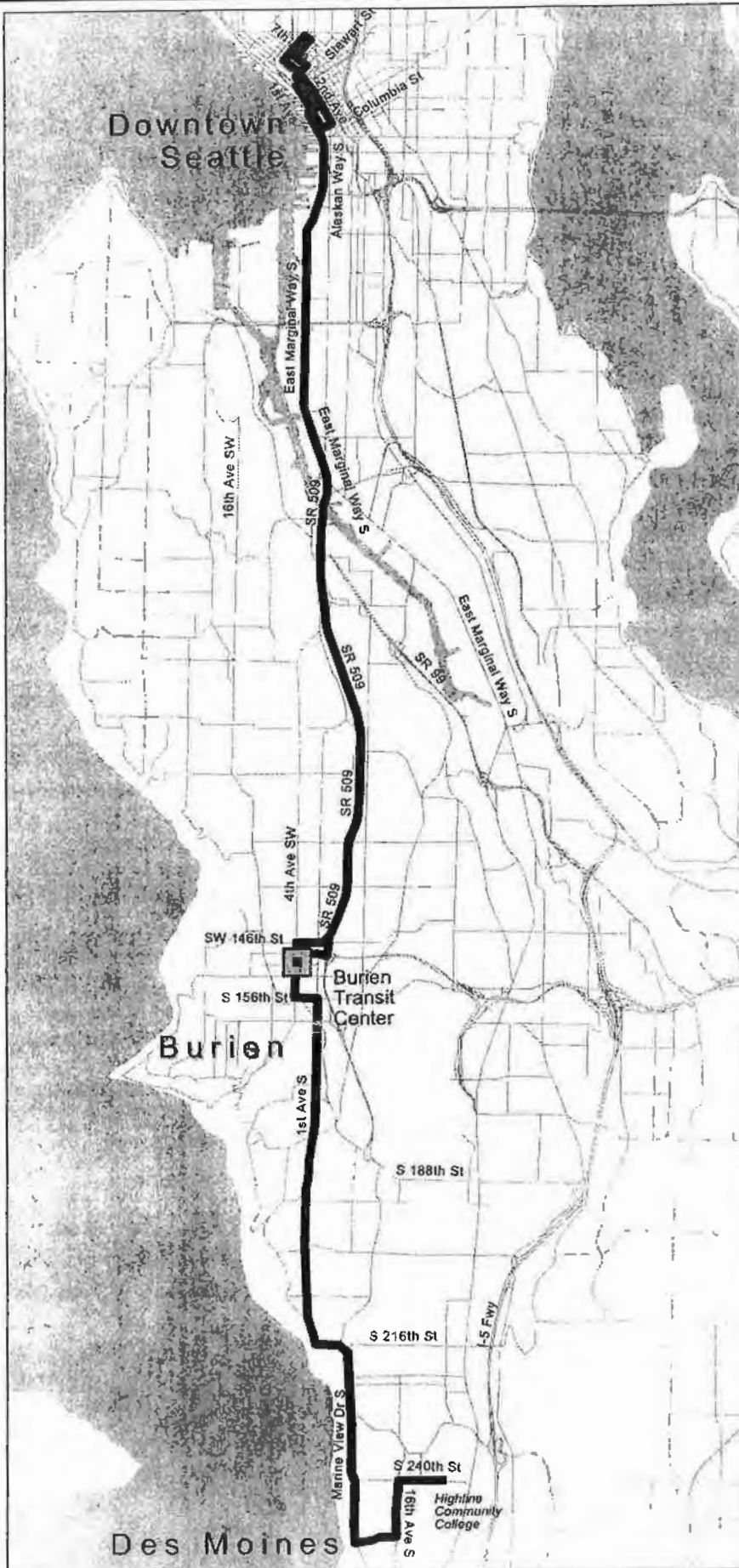
Southbound - Seattle to Des Moines: Operate at least 8 trips between approximately 3:00 p.m. and 6:45 p.m.

Service on Route 122 will operate weekdays as follows:

Northbound - Des Moines to Seattle: Operate at least 5 trips between approximately 6:15 a.m. and 9:00 a.m., and at least 1 trip between approximately 9:00 a.m. and 10:30 a.m.

Southbound - Seattle to Des Moines: Operate at least 6 trips between approximately 3:00 p.m. and 5:50 p.m.

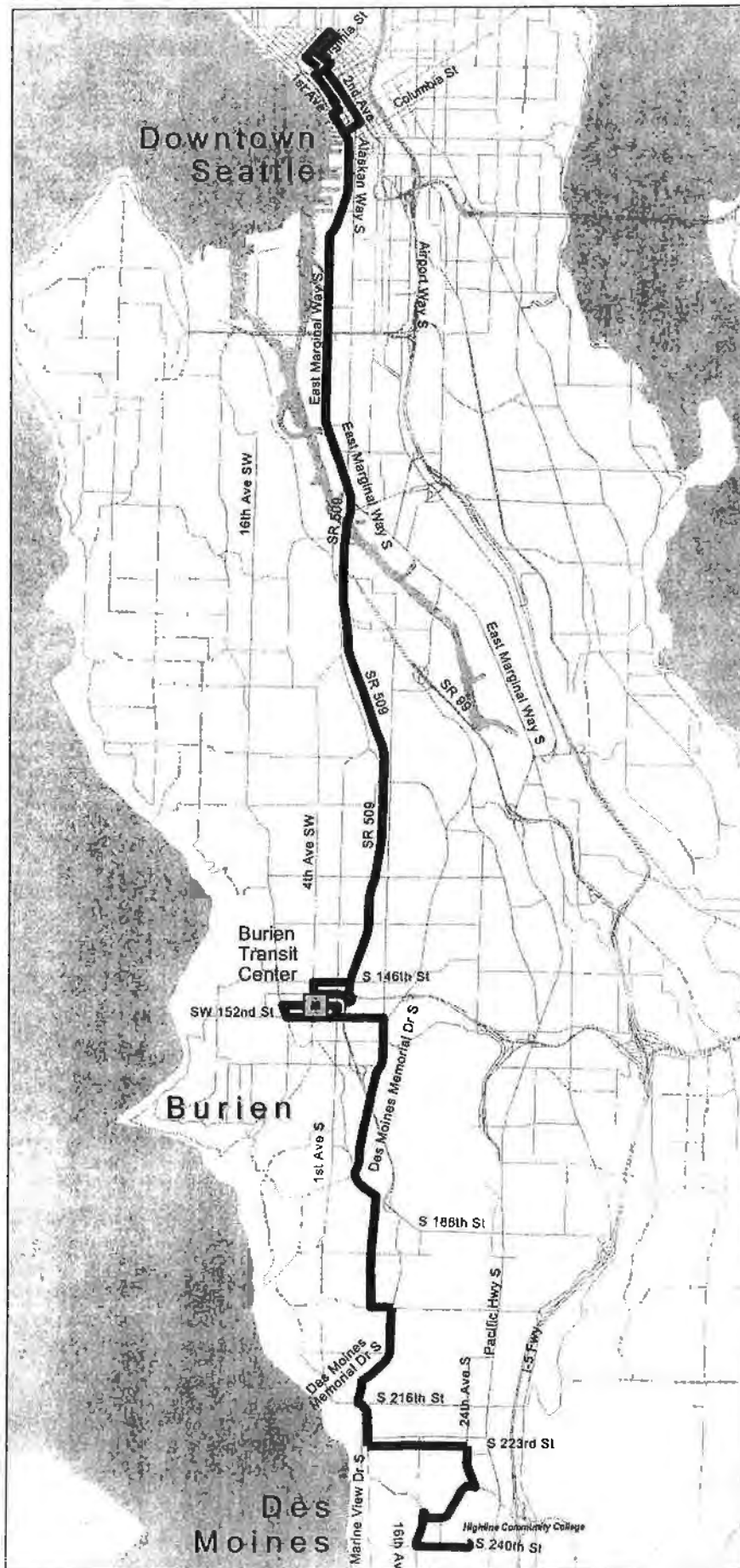
ROUTE 121 New Route



King County

May 13, 2004

ROUTE 122 New Route



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Miles



King County

May 13, 2004

