

Linda -

(N)

See notes

AMENDED AGENDA

Executive Session - 7:15 p.m. Real Estate

AGENDA REGULAR MEETING DES MOINES CITY COUNCIL June 12, 2003 - 7:30 p.m.

CALL TO ORDER - Mayor Steenrod

pro-tem Richard Benjamin

PLEDGE OF ALLEGIANCE

Dan Sherman

ROLL CALL

Missing Susan White
Maggie Steenrod

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.

- Joe Feurstein - AEC
- Dave Robinson - Jr. football
- et al
Pat Murray - new president of Chamber

BOARD & COMMITTEE REPORTS

PRESIDING OFFICER'S REPORT

ADMINISTRATION REPORTS

- Presentation: American Heart Association - Heart Walk on Sept. 20th

CONSENT CALENDAR*

1. Motion is to approve the regular meeting minutes of May 8, 2003 and the special and regular meeting minutes of May 22, 2003.

2. Findings: Vouchers audited and certified by the auditing officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, have been recorded on a listing which has been made available to the City Council.

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

Claim checks #85442 through #85768 & electronic fund transfers in the total amount of \$1,088,742.77

Payroll fund transfers in the total amount of \$345,503.71

3. Motion is to approve the Contract for Des Moines Field House Site Improvements Project construction services with R. L. Alia Company in the amount of \$63,000.00 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.

4. Motion is to approve the Interlocal Agreement with the City of Tukwila for video jail services and to authorize the City Manager to sign the agreement substantially in the form as submitted.

5. Motion is to approve the Addendum to the Interlocal Agreement for temporary custody of the inmates before transfer to Yakima County Jail and to authorize the City Manager to sign the agreement substantially in the form as submitted.

Approved
S-O
Peteram
Council # 8

6. Motion is to approve the Contract for Public Defender Services and to authorize the City Manager to sign the contract substantially in the form as submitted.
7. Motion is to approve the expenditure of \$3,750 to be used as the City of Des Moines' match to the Economic Development Administration's Trade promotion grant and authorize the City Manager to transfer these funds to King County based on the approved scope of work from EDA and the King County's agreement to Attachment 1.
8. Motion is to approve the Consent Judgment & Decree of Appropriation in King County Superior Court Cause No. 02-2-19397-8 KNT and to authorize the City Attorney to approve said Judgment and Decree and present it to the court, for approval and entry substantially in the form as submitted.
9. Motion is to approve the Contract with Central Construction Fence and Deck for fencing in the amount of up to \$36,398.20 plus tax, and authorize the City Manager to sign the contract substantially in the form as submitted.

*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 Resolution No. 03-154 6 Year Transportation Plan 2004-2009

SUMMARY: All cities and counties in Washington are required to submit a Six-Year Transportation Improvement Plan (TIP) to the State each year. The purpose of the Plan is to provide a planning tool for the individual agencies and to provide a consistent method of coordinating inter-agency needs and funding requirements. Staff will review the projects identified in the proposed Plan.

OLD BUSINESS

NEW BUSINESS

1. Draft Resolution No. 03-167 Recognition of Retiring Police Chief Donald Obermiller

SUMMARY: The draft resolution is to recognize Police Chief Donald R. Obermiller for 34 years of outstanding service to the Des Moines Police Department and the citizens of Des Moines

2. Steven J. Underwood Memorial Park Phase 1-B Ballfield Construction - Award of Contract

SUMMARY: This contract is for ballfield construction work to include: site earthwork, erosion control, concrete work, installation of drainage, irrigation and electrical work, to complete a third softball field adjacent to the first two fields. Administration recommends approval of the contract with Grant's Landscape Services in the of \$129,411.74, plus tax.

3. Redondo Boat Ramp - Rejection of Construction Bids

SUMMARY: Administration is recommending the City Council reject all bids, revise the project scope, and re-advertise for construction during 2003/

passed in 1st reading
amended
section 2 & 2
4. Draft Ordinance No. 03-160 Interim Financing for Pacific Highway South Redevelopment Project -
1st Reading

SUMMARY: The draft ordinance will provide for a \$3,700,000 non-revolving Line of Credit with Keybank to provide interim financing for the City's portion of the Pacific Highway South redevelopment project.

passed motion 4-1
need resolution
5. Waterland Festival Beer Garden

SUMMARY: This item was placed on the Agenda for discussion by Mayor Steenrod in accordance with Council's Rules of Procedure, Rule 9. This item was originally scheduled for discussion at the June 5th Study Session however, the item was not discussed prior to adjournment and therefore is automatically carried to the next available agenda.

03-175 passed 5-0
6. Pacific Highway South Construction Contract

SUMMARY:

NEXT MEETING DATE - Regular Meeting June 26, 2003

ADJOURNMENT

Chamber shall be authorized to provide beer

Amend
~~DRAFT~~
Waterland
resolution

garden
@ Waterland festival,
authorized,
provided that
Chamber shall
provide 1/3

Chamber is encouraged to examine ~~sources~~ of alternative events that might be alternatives to Beer garden for Waterland Festival.

as documented by appropriate accounting records made available to City.

of NET proceeds, of Beer Garden
to City
compensation for increased City costs incurred in connection with beer garden & use of city property

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Des Moines Field House
Site Improvements

FOR AGENDA OF: June 12, 2003

DEPT. OF ORIGIN: Parks, Recreation &
Senior Services

DATE SUBMITTED: May 29, 2003

ATTACHMENTS:

- A. Draft Contract between City and
R. L. Alia Company for Des Moines
Field House Site Improvements
- B. Des Moines Field House Site
Improvements Bid Tabulation
- C. Field House ADA Renovation
2003 C.I.P. Request Form

CLEARANCES:

- ☒ Park & Recreation Director
- ☒ City Attorney

APPROVED BY CITY MANAGER
FOR SUBMITTAL:

Purpose and Recommendation:

Administration recommends approval of the Des Moines Field House Site Improvements Project Contract with R.L. Alia Company.

Motion: "I move to approve the Contract for Des Moines Field House Site Improvements Project construction services with R.L. Alia Company in the amount of \$63,000.00 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:

Over the past many years the City has budgeted Capital funds, and applied for Community Development Block Grant Funds and Washington Capital Heritage Funds to rehabilitate the aging Des Moines Field House historic landmark. The facility does not meet safety and accessibility standards and it is the intent of the City to continue to make the required repairs as funds are available.

There are three small works projects planned and budgeted for the Field House recreation center in the 2003 Capital Improvement Plan. This is the second the three projects to be addressed this year. It includes the following improvements: 1) replacement of facility sidewalks, stairs, steps, ramps and entrance handrails to meet basement entrance grade; 2) improve building drainage The building's original drainage system installed in 1940 is clogged with sediment and cannot be replaced rendering the basement unusable during periods of extended rainfall due to basement flooding and clean up. Sump pumps are currently being used to relieve some of the water storage problems; and 3) restoration of river rock ditches around the building exterior as needed to improve the building's blighted condition. (See Attachment B for the scope of work and items costs).

Later this year, one final project is planned including: repair of exterior logs (paint and chink exterior logs to avoid dry rot and deterioration) and make interior improvements to restrooms and entryway floor surfaces.

Discussion

The Field House Improvement Project was originally budgeted in 1999 and included the above elements as part of a larger ADA Renovation Project to provide access to the building basement. However, the ADA project was downsized by approximately \$200,000 and MCI funds appropriated for this work were transferred to the proposed Community Center project, a higher City Council priority in 2000. The Field House project was then redefined as three smaller projects funded through grants sources. In 2003, \$44,505 MCI funds were added back to the Field House Improvement Project. All of the above project plans have been reviewed and approved by State and King County Historic Preservation agencies, follow Federal Community Block Grant Requirements and are ready to complete at this time. Because of multiple project delays, granting agencies require that the work be completed in 2003 or lose the allocated funding.

This Field House Improvement Project went out to bid using the city's small works bid process in May 2003. Bid Proposals were reviewed by staff and the King County CDBG project coordinator and references were checked prior to this request for City Council award of the bid.

Financial Impact:

Capital funds are budgeted in the amount of \$160,090.00 for the three Field House projects identified in the 2003 Municipal Capital Improvement Fund.

Funding Sources:

Community Development Block Grant	\$ 115,585.00
MCI	\$ 44,505.00
Total Funds	\$160,090.00

Of this amount, \$115,585.00 is allocated specifically for projects that qualify for the use of CDBG funds. Of this amount, \$42,333.60 CDBG funds are currently encumbered for the interior project. The Field House Site Improvements Project (cement concrete work and building drainage) bid is \$63,000.00 plus \$5,544.00 tax for a total of \$68,544.00. This amount will be paid by the remaining \$73,251.40 CDBG funds available to complete this small works project.

Recommendation/Conclusion:

Staff recommends that City Council award the bid for Des Moines Field House Site Improvements Project to R.L. Alia Company in the amount of \$63,000.00 plus tax.

Concurrence:

Parks, Recreation and Senior Services Staff and the City of Des Moines Community Development Building Official concur with this request.

**DRAFT AGREEMENT FOR
DES MOINES FIELD HOUSE SITE IMPROVEMENTS PROJECT
BETWEEN THE CITY OF DES MOINES AND R.L. ALIA COMPANY**

PROJECT #310.700.000.594.00.64.33

THIS AGREEMENT made and entered into this 13th day of June, 2003 by and between The City of Des Moines, Washington, hereinafter called the "Owner", and R. L. Alia Company hereinafter called the "Contractor".

WITNESSED that the Owner and the Contractor for the hereinafter established consideration agree as follows:

- I. The work to be performed under this Contract shall be known as the Owner's "Des Moines Field House Site Improvements Project". The Contract shall be performed and completed under the supervision of and subject to the approval of the Owner or its authorized representative. The Contractor agrees to furnish all materials, tools, labor, equipment and other incidentals, and to perform all services and work as described in this Agreement and the contract documents, which consist of this Agreement and the following items, which are by this reference incorporated herein:

- II
- | | |
|------------|---|
| Exhibit A: | Bid Documents |
| Exhibit B: | Contract Documents |
| Exhibit C: | General Special Provisions |
| Exhibit D: | Special Provisions |
| Exhibit E: | Technical Specifications |
| Exhibit F: | Appendix – Washington State Wage Rate |
| Exhibit G: | Standard Plans and Details: C1, C2, C3 and C4 |

Standard Specifications for Road, Bridge and Municipal Construction, 2002, including the Division 1 APWA Supplement, prepared by the Washington State Department of Transportation and the American Public Works Association – Washington State Chapter.

- II. In consideration for the complete and faithful performance of the Contract, the Contractor shall be paid in accordance with the unit prices and/or lump sum prices set forth in the Bid Proposal. Payment shall be made for the actual quantities of work performed at the unit prices set forth in the bid. Actual quantities may be more or less than the estimated quantities set forth in the bid, for purposes of comparing bids, and the Contractor shall make no claim for anticipated profits for any decreases in the quantities. Quantities may be increased or decreased by the Owner.

Attachment A

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: _____
City Manager

ATTEST:

This _____ day of _____, 20____

City Clerk

APPROVED AS TO FORM:

City Attorney

CONTRACTOR: R. L. ALIA COMPANY

By:

Title:

Address:

(Corporate Seal)

ATTEST: (If Corporation): _____

Title:

WITNESS (If individual or partnership)

**DES MOINES FIELD HOUSE SITE IMPROVEMENTS
ADA SIDEWALKS/EXTENSIVE SITE UNDER-DRAINAGE/BUILDING WATERPROOFING**

ATTACHMENT B

Project No. 310.700.000.594.76.64.33

#	ITEM DESCRIPTION	R.L. ALIA COMPANY		MAYER CONSTR.	
		TOTAL COST	TOTAL COST	TOTAL COST	TOTAL COST
	Base Bid				
1	Mobilization	5,000.00		\$7,600.00	
2	Demolish/Haul/Dispose Materials	4,000.00		\$4,200.00	
3	Earthwork & Drainage	20,000.00		\$43,000.00	
4	Cement Concrete Stairs/Sidewalks	12,000.00		\$19,000.00	
5	Cement Concrete F.H. Steps	10,000.00		\$3,500.00	
6	Replace/Restore all Stone Ditches	5,000.00		\$5,690.00	
7	Construct/Install/P.Coat Handrails	7,000.00		\$3,300.00	
	Subtotal Base Bid	\$63,000.00		\$86,290.00	\$0.00
	Sales Tax (8.8%)	\$5,544.00		\$7,593.52	\$0.00
	Total Base Bid	\$68,544.00		\$93,883.52	\$0.00

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	General Government	PROJECT NO.	
PROJECT	Field House ADA Renovation	PROJECT STATUS:	
LOCATION	1000 South 220th Street	Preliminary Estimate	
		Plans in Preparation	<u> X </u>
		P.S.E. Complete	

DESCRIPTION: The Des Moines Field House is the only city-owned indoor activity facility/gymnasium complete with multi-purpose fields, tennis courts, play equipment, and skateboard park. The 1939 WPA-built log field house has been designated a King County Historic Landmark.*

*This project is part of a multi-phased Field House renovation project using City, County, State, and Federal Funding sources.

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL	FY 03	FY 04	FY 05	FY 06	FY 07	FY 08
ADMINISTRATION	1,500	1,500					
DESIGN/ENG							
FIRE SUPPRESSION							
BUILDINGS	65,000	65,000					
ELECTRICAL/MECHANICAL	80,000	80,000					
INSPECTION							
CONTINGENCY	830	830					
SALES TAX	12,760	\$ 12,760					
OTHER							
TOTAL	160,090	160,090					

FUNDING SOURCE	TOTAL	FY 03	FY 04		FY 06	FY 07	FY 08
2000 CDBG	115,585	115,585					
MCI	44,505	44,505					
WSHG							
TOTAL	160,090	160,090					

OPERATING COSTS							
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

amended sec 4 2

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: \$3,700,000 Line of Credit with
Keybank – Interim Financing for Pacific Highway
Redevelopment Project

FOR AGENDA OF: June 12, 2003

DEPT. OF ORIGIN: Finance

DATE SUBMITTED: June 5, 2003

ATTACHMENTS:

Keybank Commitment Letter
Draft Ordinance 03-160

CLEARANCES:

☐ Finance Director pl
☐ City Attorney _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: AF

Purpose and Recommendation

The purpose of this action is to adopt Draft Ordinance No. 03-160 that will provide interim financing for the city's portion of the Pacific Highway Redevelopment project. The interim financing consists of a \$3,700,000 nonrevolving Line of Credit with Keybank for a term of 12 months. Proceeds will be used as bridge financing for the Pacific Highway Redevelopment project until such time that long-term financing can be obtained either through a Public Works Trust Fund Loan or through the issuance of general obligation bonds.

moved to Suspended 26b - passed 4-1

Recommended Motion:

"I move to adopt Draft Ordinance No. 03-160 providing for a \$3,700,000 nonrevolving Line of Credit with Keybank to provide interim financing for the city's portion of the Pacific Highway Redevelopment project."

Background

The construction phase of the Pacific Highway Redevelopment project will be underway following Council's approval of the award for the construction contract. Total funding for the city's portion of the Pacific Highway Redevelopment project was estimated to be \$3,638,648, revised from the figure of \$4,048,580 as presented to the Council on April 3, 2003. This figure includes the city's portion of the costs for engineering, design, and construction. The 2003 -2008 Capital Improvement Plan provides for a Public Works Trust Fund Loan of \$1,764,226 to be received in 2004 for the city's portion of the project. Engineering staff's current estimate for the Public Works Trust Fund Loan is \$2.65 million

dollars. The \$3,700,000 Line of Credit will ensure adequate funds are available to pay contractors timely until we receive reimbursement from our grantor agencies.

Discussion

The \$3,700,000 Line of Credit will be general obligation debt, payable from general governmental revenues. The interest rate will be calculated based on the formula: Keybank's Prime Rate minus 1.00% multiplied times .65. Given the Bank's current prime rate of 4.25%, the interest rate on the Line of Credit would be 2.14%. The term will be for 12 months from the date of closing. Draws will occur only as needed to fund cash shortfalls. There is no fee or penalty for prepayment.

Alternatives

None.

Recommendation

Staff recommends that the City Council authorize the establishment of the \$3,700,000 Line of Credit with Keybank by adopting Draft Ordinance No. 03-160.

Concurrence

The Finance Department and Legal Department concur with this action.

RECEIVED

03 JUL 27 PM 12:24

CITY OF DES MOINES



May 12, 2003

Ms. Paula Henderson
Finance Director
City of Des Moines
21630 11th Avenue South, Suite A
Des Moines, WA 98198

WA-31-18-0548
601-108th Avenue NE
P.O. Box 90027
Bellevue, WA 98009

Phone: 425-709-4505
Fax: 425-709-4547

Re: City of Des Moines
\$3,700,000 Bank Qualified, Tax Exempt Line of Credit

Dear Ms. Henderson:

Thank you for the opportunity to indicate to you the terms of commitment for the \$3,700,000 nonrevolving line of credit (the "Line of Credit") as outlined below. KeyBank National Association (the "Bank") is pleased to provide the Line of Credit based on the following terms and conditions.

OBLIGOR: City of Des Moines (the "City")

FACILITY: Up to \$3,700,000 Line of Credit, nonrevolving

PURPOSE: Proceeds used as bridge financing for the Pacific Highway South Redevelopment Project.

TAX STATUS: Bank Qualified, Tax-Exempt

INTEREST RATE: Interest will be calculated based on KeyBank's Prime Rate or as reported in the *Wall Street Journal*. Current Prime Rate as of May 2, 2003 is 4.25%. The interest rate will be determined according to the following formula and would result in a variable rate that would change with each change in Prime:

(KeyBank Prime Rate minus 1.00%) times .65

As an indication, given the current level of Prime Rate, the interest rate on the Line of Credit would be 2.14%.

Interest accrual will be calculated on an actual/360 day basis.

MATURITY: Twelve (12) months from the date of closing

SECURITY: Pledge of general revenues

REPAYMENT TERMS: Interest due quarterly, principal due at maturity

ORIGINATION FEE: 20 basis points of the Line of Credit amount paid to Bank at closing

PREPAYMENT: Full redemption flexibility. There will be no fee or penalty for prepayment.

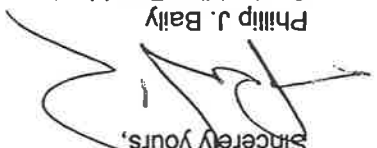
COVENANTS: The Bank is to receive full-year audited financial statements from the City within 180 days of each fiscal year-end and other information as Bank may from time to time reasonably request.

DOCUMENTATION: All required documentation including the borrowing resolution, the Line of Credit Note, and the associated validity and tax opinions, will be prepared by Bond counsel acceptable to the Bank, and delivered to Bank prior to closing. All documents must be acceptable to Bank and Bank's legal counsel. All legal fees for this documentation will be assessed to the account of the Borrower.

EXPENSES: Borrower shall pay all costs and expenses including the Bank's outside and in-house attorney's costs and fees, and any other costs of the Bank in connection with the Line of Credit.

This proposal shall expire May 31, 2003 unless extended by mutual agreement.

The Bank's obligation under this commitment shall be subject to satisfaction of all of the conditions contained herein and all documentation that is customarily undertaken in a municipal loan transaction. The issuance of this commitment shall not prejudice the Bank's rights of review and approval, including without limitation, of all documents and materials heretofore delivered to the Bank by or on behalf of the City. I look forward to continuing to work with you, the City, and bond counsel on this project.

Sincerely yours,

Phillip J. Baily
Senior Vice President

c. Judy Andrews (email only)
Alan Schulkin (email only)

BOND COUNSEL'S FIRST DRAFT 06/02/03

DRAFT ORDINANCE NO. 03-160

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to the incurrence of indebtedness; providing for the sale and issuance of a limited tax general obligation note, 2003, in a principal amount not to exceed \$3,700,000 to establish a non-revolving line of credit to finance part of the costs of the Pacific Highway South Redevelopment Project, providing for the date, form, terms, registration privileges, maturity, interest rate and covenants of the note; establishing a debt service account for the note and providing for the delivery of such note to KeyBank National Association, Bellevue, Washington, in exchange for such line of credit.

WHEREAS, pursuant to Resolution No. 946 passed on December 19, 2002, the City Council of the City of Des Moines adopted the 2003-2008 City of Des Moines Capital Improvement Plan (the "Capital Improvement Plan"), and

WHEREAS, the Capital Improvement Plan includes certain improvements necessary to upgrade and redevelop Pacific Highway South (the "Pacific Highway South Redevelopment Project"); and

WHEREAS, the City deems it necessary and advisable that that the City incur indebtedness and issue its limited tax general obligation note in a principal amount not to exceed \$3,700,000 to establish a nonrevolving line of credit to finance part of the costs of the Pacific Highway South Redevelopment Project, and

WHEREAS, RCW 39.46.050 authorizes local governments to establish lines of credit with any qualified public depository to be drawn upon in exchange for its obligations, and

WHEREAS, the incurrence of indebtedness by the City will not cause the total indebtedness of the City to be incurred without the assent of the voters of the City to exceed the limitations set forth in Chapter 39.36 RCW, and

WHEREAS, KeyBank National Association ("KeyBank") has submitted a commitment letter to establish a nonrevolving line of credit on the terms and conditions set forth herein in exchange for the note, and

WHEREAS, the City Council deems it in the best interests of the City to accept such offer, to deliver the note to KeyBank and to establish such line of credit; now therefore,

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

Sec 1. Definitions.

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

(2) "Arterial Street Fund" means the fund created by the City for purposes of paying certain costs and expenses related to improvements to arterial streets in the City.

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

(4) "Code" means the Internal Revenue Code of 1986, as amended, together with all applicable regulations thereunder.

(5) "Draw Request" means the written request by any person authorized to make a draw from the line of credit, as more fully described in Section 4 of this ordinance.

(6) "KeyBank" means KeyBank National Association.

(7) "Line of Credit" means the line of credit authorized by this ordinance to be established with KeyBank.

(8) "Note" means the "City of Des Moines, Washington, Limited Tax General Obligation Note, 2003" authorized by this ordinance.

(9) "Note Fund" means the account in the City's general obligation bond fund designated as the "Limited Tax General Obligation Bond Account, 2003" created in section 15 of this ordinance.

(10) "Note Register" means the registration books for the Note maintained by the Registrar.

(11) "Outstanding Principal Balance of the Note" means the aggregate of all funds that the City has drawn from the Line of Credit pursuant to the Note less the aggregate of all principal payments on the Note made by the City.

(12) "Owner" means the person who is named as the registered owner of the Note on the Note Register.

(13) "Paying Agent" means the City in its capacity as paying agent for the Note.

(14) "Registrar" means the City in its capacity as registrar and transfer agent for the Note.

Sec 2. Finding, purpose and description of Note. The City authorizes the sale and issuance of its "Limited Tax General Obligation Note, 2003" (the "Note"), to establish a nonrevolving line of credit to finance part of the costs of carrying out the Pacific Highway South Redevelopment Project and to pay the "incidental costs and costs related to the sale and issuance" (as defined in RCW 39.46.070) of the Note.

The Note shall be issued as a single note in the principal amount not exceeding \$3,700,000, shall be dated the date of delivery; shall be issued in fully registered form as to both principal and interest; shall be numbered in such manner and with any additional designation as the Registrar deems necessary for purposes of identification; and shall mature on

 , 2004. *within 12 months of the date of issuance*

The Outstanding Principal Balance of the Note shall bear interest (computed on an actual/360 day basis for the actual number of days the Outstanding Principal Balance is outstanding) at a variable rate equal to (a) the difference of the Prime Rate minus 1%, multiplied by (b) 0.65. "Prime Rate" means shall mean the rate announced as from time to time by KeyBank as its prime rate, with the Prime Rate changing on the date each change in said prime rate is announced by KeyBank. The Prime Rate is not necessarily the lowest rate charged by KeyBank on its loans and is set by KeyBank in its sole discretion. The city understands that KeyBank may make loans based on other rates as well. Interest on the Note shall be payable on October 1, 2003, January 1, 2004, April 1, 2004, and on the date of maturity or

prior prepayment of the Note. The Outstanding Principal Balance of the Note, together with all interest accrued thereon, shall be payable upon maturity or prior prepayment of the Note.

Sec 3. Place, manner and medium of payment. Both principal of and interest on the Note shall be payable by the Paying Agent in lawful money of the United States of America. Interest on the Note and any prepaid principal thereof shall be paid by check or draft mailed on or before the applicable payment date to the Owner at the address for such Owner appearing on the Note Register on the day such payment is made. The Outstanding Principal Balance of the Note, together with all interest accrued thereon, shall be paid at maturity or prior prepayment to the Owner at the address for such Owner appearing on the Note Register on the day such payment is made. Upon such final payment, the Owner shall present and surrender the Note at the office of the Paying Agent for cancellation. The Registrar shall keep sufficient books for the registration of the Note.

The Outstanding Principal Balance of the Note on any particular day shall be the aggregate of all funds that the City has drawn from the Line of Credit from the date of the Note to that day less the aggregate of all principal payments made by the City on or before that day. Interest on a particular principal amount so advanced shall be determined from the date of the advance of Note proceeds pursuant to a Draw Request.

Sec 4. Draw request. The City Manager and the City Finance Director are hereby authorized to make a request for draw pursuant to the Note. A Draw Request shall be made in writing signed by any one of such authorized persons at any time prior to the maturity date of the Note.

Sec 5. Prepayment. The City reserves the right and option to prepay the Note prior to its stated maturity date, in whole or in part, on any date, without notice, at par plus interest accrued thereon to the date of prepayment.

Sec 6. Debt limit not exceeded. The City finds and covenants that the Note is issued within all constitutional and statutory debt limitations presently applicable to the City.

Sec 7. Pledge of full faith, credit and resources. The Note is a limited tax general obligation of the City. Unless the principal of and interest on the Note is paid from other sources, so long as the Note is outstanding, the City hereby irrevocably covenants to make annual levies of taxes upon all property within the City subject to taxation without a vote in amounts sufficient, together with any other money legally available therefor, to pay such principal and interest as the same shall become due. The City hereby irrevocably pledges its full faith, credit and resources to the annual levy and collection of such taxes and for the prompt payment of such principal and interest. All of such taxes shall be paid into the Note Fund.

The City hereby irrevocably covenants that the annual tax provided for herein to be levied for the payment of the principal of and interest on the Note shall be within and as a part of the tax levy permitted the City without a vote and that a sufficient portion of each such annual tax levy to be made so long as the Note is outstanding, together with any other money legally available therefor, will be and is hereby set aside, pledged and appropriated for the payment of the principal of and interest on the Note as the same shall become due.

Sec 8. Form of Note. The Note shall be typewritten, printed or lithographed on good bond paper in a form consistent with this ordinance and Washington law.

Sec 9. Execution of Note. The Note shall be signed on behalf of the City with the facsimile or manual signatures of the mayor and the City Clerk, and shall have the seal of the City impressed or a facsimile of such seal imprinted on the Bonds.

In case either or both of the officers who shall have executed the Note shall cease to be such officer or officers of the City before the Note so signed shall have been authenticated or delivered by the Registrar or issued by the City, such Note nevertheless may be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City. The Note also may be signed and attested on behalf of the City by such persons as at the

actual date of execution of the Note shall be the proper officers of the City although at the original date of the Note such persons were not such officers of the City.

Sec 10. Registration; Nontransferability. The Registrar shall keep, or cause to be kept, at the Registrar's office, the Note Register. The Registrar is authorized to carry out all of the Registrar's powers and duties under this ordinance.

The City may deem and treat the Owner of the Note as the absolute owner thereof for all purposes, and the City shall not be affected by any notice to the contrary. Payment of the Note shall be made only as described in Section 3 hereof. All such payments made as provided in Section 3 hereof shall be valid and shall satisfy and discharge the liability of the City upon the Note to the extent of the amount or amounts so paid.

The City covenants that, until the Note shall have been surrendered and cancelled, it will maintain a system of recording the ownership of the Note that complies with the provisions of the Code.

The registered ownership of the Note may not be transferred, other than to a successor to the business or assets of KeyBank.

Sec 11. Mutilated, lost, stolen or destroyed Note. If the Note becomes mutilated, lost, stolen or destroyed, the Registrar may authenticate and deliver a new Note of the same maturity and interest rate and of like tenor and effect in substitution for such mutilated, lost, stolen or destroyed Note, all in accordance with law. If such mutilated, lost, stolen or destroyed Note has matured, the City at its option, may pay the same without the surrender of the original Note. However, no such substitution or payment shall be made unless and until the applicant shall furnish (a) evidence satisfactory to the Registrar of the destruction or loss of the original Note and of the ownership of such original Note, and (b) such additional security, indemnity or evidence as may be required by or on behalf of the City. No substitute Note shall be furnished unless the applicant shall reimburse the City and the Registrar for their respective expenses in the furnishing of such substitute Note. Any such substitute Note so furnished shall be

equally and proportionately entitled to the security of this ordinance with any other Note issued under this ordinance.

Sec 12. Defeasance. If money and/or "government obligations" (as such obligations are defined in Chapter 39.53 RCW, as now in existence or later amended) maturing at such times(s) and bearing such interest to be earned on such obligations (without any reinvestment thereof) as will provide a series of payments which shall be sufficient, together with any money initially deposited, to provide for the payment of all of the principal of and interest on all or a portion of the Note, when due in accordance with its terms in accordance with a refunding plan adopted by the City, are set aside in a special fund (hereinafter called the "trust account") to effect such payment and are pledged irrevocably for the purpose of effecting such payment, then no further payments need be made into the Note Fund for the payment of the principal of and the interest on such Note, the Owners thereof shall cease to be entitled to any lien, benefit or security of this ordinance except for the right to receive the money and the principal and interest proceeds on the obligations set aside in the trust account, and such Note shall no longer be deemed to be outstanding under this ordinance.

Sec 13. Sale of the Note. KeyBank has offered to establish the Line of Credit in exchange for the Note under the terms and conditions provided in its line of credit commitment letter dated May 12, 2003 (the "Commitment Letter"), a copy of which is attached hereto, and is incorporated herein by this reference. The City Council finds that accepting the Commitment Letter is in the City's best interest and therefor accepts the offer contained in the Commitment Letter. The City agrees to comply with all terms and conditions of the Commitment Letter.

The Note will be prepared at City expense and will be delivered to KeyBank in accordance with the Commitment Letter, together with the approving legal opinion of Gottlieb, Fisher & Andrews, PLLC, bond counsel, of Seattle, Washington, attached thereto. Bond counsel has not been retained to monitor, and shall not be responsible for monitoring, the City's compliance with any federal law or regulations to maintain the tax-exempt status of the interest on the Note.

The Finance Director of the City or the City Manager, or any combination thereof, are authorized and directed to do everything necessary for the prompt issuance, execution and delivery of the Note to KeyBank in accordance with the Commitment Letter, and for the proper application and use of the proceeds of the sale thereof.

Sec 14. Delivery of Note - Temporary Note. The proper city officials are authorized and directed to execute and/or approve, as appropriate, all documents, and to do everything necessary for the preparation and delivery of a transcript of proceedings pertaining to the Note, and the preparation, execution and prompt delivery of the Note to KeyBank and for the proper application and use of the proceeds of the sale thereof.

Sec 15. Establishment of Note Fund; application of Note proceeds. There is hereby created and established in the office of the City Finance Director a special account to be designated as the "Limited Tax General Obligation Note Account, 2003" (the "Note Fund").

The money and investments in the Note Fund shall be used by the City, together with any other money legally available and designated therefor, to pay the principal of and interest on the Note, when due.

Net principal proceeds of the Note shall be deposited, upon receipt, in the Arterial Street Fund, and shall be applied solely to pay part of the costs of the Pacific Highway South Redevelopment Project and the incidental costs and the costs of issuance of the Note.

Except as provided by the Code and Section 16 of this ordinance, the interest and profits derived from the investment of Note proceeds deposited into the Arterial Street Fund shall be deposited in the Arterial Street Fund and applied as described in the preceding paragraphs.

Except as provided by the Code and Section 16 of this ordinance, if any money allocable to the Note proceeds in the Arterial Street Fund remains in such fund the after payment of all the costs of the Pacific Highway South Redevelopment Project or after termination of the Pacific Highway South Redevelopment

Project by the City, such money shall be transferred to the Note Fund. Pending application as described in this Section 15 and subject to the requirements of the Code and Section 16 of this ordinance, money in the Arterial Street Fund may be temporarily deposited in such institutions or invested in such investments as may be lawful for the investment of City funds.

Sec 16. Tax-exemption covenants. The City covenants that it will not take or permit to be taken on its behalf any action that would adversely affect the exclusion of the interest on the Note from gross income for purposes of federal income taxation, and will take or require to be taken such acts as may be permitted by Washington law and as may from time to time be required under applicable law to continue the exclusion of the interest on the Note from gross income for purposes of federal income taxation. Without limiting the generality of the foregoing, the City will not invest or make or permit any use of the proceeds of the Note or of its other money at any time during the term of the Note which would cause the Note to be an "arbitrage bond" within the meaning of section 148 of the Code.

The City further covenants that, if the City issues more than \$5 million in tax-exempt bonds in the calendar year 2003 and all the proceeds of the Note have not been spent within six months from the date of issuance of the Note, the City shall calculate or cause to be calculated, and shall rebate to the United States, all earnings from the investment of Note proceeds that are in excess of the amount that would have been earned had the yield on such investments been equal to the yield on the Note, plus income derived from such excess earnings, to the extent and in the manner required by section 148 of the Code.

The City has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the City is a bond issuer the arbitrage certifications of which may not be relied upon.

The City will take no actions and will make no use of the proceeds of the Note or any other funds held under this ordinance which would cause the Note to be treated as a "private activity bond" (as defined in section 141(b) of the Code) subject to treatment under said section 141(b) as an obligation

not described in section 103(a) of the Code, unless the tax exemption thereof is not affected.

The City covenants that it will not issue more than \$10,000,000 of "qualified tax-exempt obligations," as defined in Section 265 of the Code (relating to the partial interest expense deduction authorized for banks, thrift institutions and certain other financial institutions) during calendar year 2003. The City hereby designates the Note as a "qualified tax-exempt obligation" for such purposes and authorizes and directs the proper City officials to execute and deliver all documents necessary to evidence such designation to any and all interested parties.

Sec 17. Additional Covenants. The City covenants to the Owner that it will provide to the Owner audited annual financial statements of the City within 180 days of each fiscal year-end and such other information as the Owner may from time to time reasonably request.

Sec 18. Contract; severability. The covenants contained in this ordinance shall constitute a contract between the City and the Owner of the Note. The City unconditionally covenants that it will keep and perform all of the covenants of the Note and this ordinance. If any one or more of the provisions of this ordinance shall be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining provisions of this ordinance or the Note, and this ordinance and the Note shall be construed and enforced as if such unconstitutional or invalid provision had not been contained in this ordinance.

Sec 19. Effective date. This ordinance shall take effect and be in full force five days following its passage, approval and publication according to law.

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

Ordinance No. _____
Page 11 of _____

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published: _____

LEGAL NOTICE

SUMMARY OF ADOPTED ORDINANCE

CITY OF DES MOINES

ORDINANCE NO. _____, Adopted _____, 2003.

DESCRIPTION OF MAIN POINTS OF THE ORDINANCE:

This Ordinance relates to the incurrence of indebtedness; providing for the sale and issuance of a limited tax general obligation note, 2003, in a principal amount not to exceed \$3,700,000 to establish a non-revolving line of credit to finance part of the costs of the Pacific Highway South Redevelopment Project, providing for the date, form, terms, registration privileges, maturity, interest rate and covenants of the note; establishing a debt service fund for the note and providing for the delivery of such note to KeyBank National Association, Bellevue, Washington, in exchange for such line of credit.

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

Denis Staab

Ordinance No. _____
Page 12 of _____

City Clerk

Published: _____, 2003

f:\des moines\ltgo note98\ordinance
vs\doc\draftord\03-160

Please fix typo

*New Business
#1*

CITY ATTORNEY'S FIRST DRAFT 06/05/03

DRAFT RESOLUTION NO. 03-167

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, expressing appreciation to Donald R. Obermiller for his outstanding service as Police Chief for the City of Des Moines.

WHEREAS, Chief Obermiller has served as a Police Officer for the City of Des Moines Police Department since June 1, 1969, and has served as Chief of Police since January 1, 1995, and

WHEREAS, during his 34 years of dedicated service Chief Obermiller has been a role model and mentor for fellow officers and staff, and

WHEREAS, in his 34 years of service to Des Moines Police Department and the citizens of our community he has performed his duty and conducted himself with the utmost professionalism, dedication and compassion, and

WHEREAS, Chief Obermiller will be retiring from his position as Chief of Police on June 15, 2003; now therefore,

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

The City Council hereby extends to Chief Donald R. Obermiller, who has served as Chief of Police for the City of Des Moines Police Department since January 1, 1995, it's appreciation for his outstanding performance as Chief; for his dedication to his job, for his commitment in placing the needs of the community first, and for providing the quality of service to the community as he would provide to his own family; and the city council further extends it's best wishes to Chief Obermiller in all of his future endeavors.

ADOPTED BY the City Council of the City of Des Moines, Washington this 12th day of June, 2003 and signed in authentication thereof this 12th day of June, 2003.

M A Y O R

Resolution No. ____
Page 2 of ____

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

DRAFTRES:03-187

6/11/03 2:40 PM

AGENDA ITEM

SUBJECT: Six-Year Transportation
Improvement Plan (TIP)
2004-2009

AGENDA OF: June 12, 2003

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: June 5, 2002

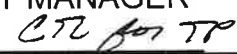
ATTACHMENTS:

1. Draft Resolution No. 03-154
2. Six Year Plan (2004-2009)

CLEARANCES:

[] Finance _____
 [X] Public Works 
 [] Legal _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL:  CTZ for TP

Purpose and Recommendation:

The purpose of this report is to adopt Draft Resolution No. 03-154 which covers the Six-Year Transportation Improvement Program for the City of Des Moines for the years 2004-2009.

Suggested Motion:

The following motion will appear on the Consent Calendar:

I move to adopt Draft Resolution No. 03-154 which covers the Six-Year Transportation Improvement Program for the City of Des Moines."

Background:

Each year the City of Des Moines, and all cities and counties in Washington, submit a Six-Year Transportation Improvement Plan (TIP) to the State. The purpose of these plans is not only to provide a planning tool for the individual agencies, but also to provide a consistent method of coordinating inter-agency needs and funding requirements.

Attachment 2 is a State provided form on which all of the projects are listed with a brief description of proposed improvements. In the middle of the form is a project cost schedule with preliminary costs for the projects. The costs are broken down into three categories, preliminary engineering (PE), right-of-way (RW) and construction (CN). The proposed year in which the expenditure will take place is also shown.

Discussion:

Staff has updated last year's 2003-2008 Six-Year TIP with the most current project funding information and expenditure schedule and is forwarding this Draft Six-Year Transportation Plan for 2004-2009 to the full Council for public hearing and approval.

Alternatives:

Proposed projects can be moved to different years or taken off the Plan. Other proposed projects can be added to the Plan. The City is required to file an adopted plan with the Secretary of Transportation no later than July 1st.

Financial Impact:

Although this plan does not commit the City to any expenditures, it does allow the City to make application for many types of grants or other funds. Frequently, project loans or grants require that the project be on a plan adopted by the City.

Recommendation/Conclusion:

Staff recommends that the City Council approve Draft Resolution No. 03-154, which covers the Six-year Transportation Improvement Program for the City of Des Moines for the years 2004-2009.

Concurrence:

PUBLIC WORKS FIRST DRAFT 06/12/03

DRAFT RESOLUTION NO. 03-154

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, adopting a six-year transportation improvement program for the City of Des Moines for the years 2004 through 2009.

WHEREAS, in accordance with the provisions of RCW 35.77.010, a public hearing was held on June 12, 2003 by the Des Moines City Council to consider the adoption of a six-year transportation improvement program, and all persons wishing to be heard were heard, and

WHEREAS, based on the information presented at such public hearing the City Council finds it to be in the public interest to adopt the six-year transportation plan attached to this resolution; now therefore,

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

Sec. 1. The City Council adopts the six-year transportation improvement program for the City of Des Moines for the years 2004 through 2009, which is attached to this resolution as Attachment "1" and by this reference incorporated herein.

Sec. 2. The program adopted by this resolution shall be reviewed annually at a public hearing, at which time such program may be amended, revised, or extended for an additional six-year period.

Sec. 3. The City Clerk is directed to file two certified copies of this resolution and exhibit with the Washington State Department of Transportation (WSDOT), Olympia, Washington, within thirty (30) days of the date of adoption of this resolution.

ADOPTED BY the City Council of the City of Des Moines, Washington this ____ day of June, 2003 and signed in authentication thereof this ____ day of June, 2003.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

ATTACHMENT 1



Agency: Des Moines

Co. No.: 17 Co. Name: King Co.

City No.: 0325 MPO/RTPO: PSRC

Hearing Date: 6/12/2003
Amend Date:

Functional Class	Priority Number	Project Identification A. Federal Aid No. B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or road - Ending MP or road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars										Expenditure (L)			
							Project Phase (mm/dd/yyyy)	Fund Source Information					1st							
								Federal Funding		State Fund Code	State Funds	Local Funds		Total Funds						
								Federal Fund Code	Federal Cost by Phase											
1	2		4	5	6	7	8	9	10	11	12	13	14	15	16					
19	1	Arterial Maintenance Program Citywide from: to: Maintain and preserve the City's roadway surfaces through pavement rehabilitation measures such as overlays.	07	S		C S G W O P	PE CN	1/1/2004 6/1/2004						306 2045	306 2045	52 348				
14	2	Pacific Highway South Redevelopment Project SR 99 from: Kent-Des Moines Road to: South 216th Street Complete widening (two new HOV lanes), install drainage, curb, gutter, sidewalk, planter, median, and new traffic signals.	04 07 06 12	S	1.02	C S G P T W	Totals									2351	2351	400		
							CN	7/1/2003	STP	5838	TPP	3638	1608	11084	7700					
14	3	Marine View Drive Bridge Project Des Moines Creek below Marine View Dr. from: to: Replacement of existing concrete culvert with a bridge. Provide pedestrian and bicycle facilities under the bridge.	13 08	P		S C G T P W	PE CN	6/30/1997 1/1/2004	STP(E)	255	OTHER	66 2317	337 3257	658 5574	150 5574					
							Totals									255	2383	3594	6232	5724
14	4	16th Avenue South Improvement (Phase I) 16th Avenue South from: Pacific Highway South to: South 260th Street Install curbs, gutters and sidewalks on one side of the road with closed drainage system.	05 06 12	P	1	G C P S T W	CN	4/1/2005			ALP	3304	1919	5223						
							Totals										3304	1919	5223	



Agency: Des Moines

Co. No.: 17 Co. Name: King Co.

Hearing Date: 6/12/2003

City No.: 0325 MPO/RTPO: PSRC

Amend Date:

Functional Class		Project Identification		Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars										Expenditure (Local)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															
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								D. Street/Road Name or Number	E. Beginning MP or road - Ending MP or road	F. Describe Work to be Done	Phase Start (mm/dd/yyyy)	Federal Funding			State Fund Code	State Funds	Local Funds																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																



Agency: Des Moines

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Co. No.: 17 Co. Name: King Co.

City No.: 0325 MPO/RTPO: PSRC

Hearing Date: 6/12/2003
Amend Date:

Functional Class	Priority Number	Project Identification A. Federal Aid No. B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or road - Ending MP or road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars											Expenditure (L)		
							Project Phase <i>(mm/dd/yyyy)</i>	Fund Source Information					1st							
								Federal Funding		State Fund Code	State Funds	Local Funds		Total Funds						
								Federal Fund Code	Federal Cost by Phase											
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16					
14	9	North Twin Bridge Project - Seismic Retrofit 16th Avenue South from: Seismic retrofit, painting and pedestrian improvements. to:	11	P		C G P S T	PE CN	1/1/2007 1/1/2007	STP BR	122 827				19 129	141 956					
16	10	South 216th Street Pedestrian Signal at Wesley Gardens South 216th Street from: Upgrade the pedestrian signal to MUTCD standards. to:	12	P	00	G C P S T W	Totals									949	148	1097	20	20
							PE CN	1/1/2004 4/1/2004	CDBG CDBG	15 45				5 15	20 60	20 60				
14	11	Des Moines Memorial Drive Improvement Des Moines Memorial Drive from: South 208th Street to: Marine View Drive Install bike lanes, curb, gutter, drainage and sidewalks. Add a lane to the approach to Marine View Drive.	05 12 06	P	0.91	G C P S T W	Totals									60	20	80	80	
							PE RW CN	9/1/2007 7/1/2007 1/1/2008				AIP AIP AIP	454 184 2313	114 46 578	568 230 2891					
17	12	Saltwater Bridge Repairs Marine View Drive from: Patch and repair spalling areas. to:	11	P		C G O P S T	Totals									2951	738	3689	15	112
							PE CN	1/1/2007 8/1/2007	BR BR	97 547				86	633					
							Totals									644	101	745		



Agency: Des Moines

Co. No.: 17 Co. Name: King Co.

Hearing Date: 6/12/2003

City No.: 0325 MPO/RTPO: PSRC

Amend Date:

Project Identification		Project Costs in Thousands of Dollars					Expenditure (Local)										
Functional Class	Priority Number	B. Bridge No.	Improvement Type(s)	Status	Total Length	Utility Codes		Fund Source Information									
								Phase Start (mm/dd/yyyy)	Federal Funding			State Fund Code	State Funds	Local Funds	Total Funds		
									Federal Fund Code	Federal Cost by Phase							
1	2		3	4	5	6	7	8	9	10	11	12	13	14	15	16	1st
14	13	16th Avenue South Improvement (Phase II)		05 06 12	P	0.8	C G S T W	PE CN	7/1/2007 6/1/2008			AIP AIP	142 567	36 142	178 709		
		16th Avenue South from: South 260th to: South 250th Install curbs, gutters and sidewalks on one side of the road with closed drainage system.															
14	14	16th & 260th /Woodmont Dr. Intersection Improvements		12 01	P		C P T W S G	PE RW CN	1/1/2007 10/1/2007 6/1/2008	STP(U) STP(U) STP(U)	142 97 715			22 15 111	164 112 826		
		16th Ave S/S 260th St/Woodmont Dr from: to: Reconstruct and realign this signalized intersection to improve safety and increase capacity.															
14	15	Kent-Des Moines Road Improvement (Phase 2)		05 06 12	P		C G P S T W	PE RW CN	6/1/2007 1/1/2008 8/1/2008			AIP AIP AIP	170 424 1528	42 106 382	212 530 1910		
		Kent-Des Moines Road (SR 516) from: 24th Avenue S to: Pacific Highway S Complete pedestrian facilities north side of roadway. Widen roadway to provide center two-way turn lane where warranted.															
00	16	Des Moines Creek Trail Project (Phase 2)		01 32	P		S O W	PE CN	1/1/2007 1/1/2008	STP(E) STP(E)	101 505			16 80	117 585		
		Des Moines Creek Trail from: to: Construct trail and install pedestrian & bicycle amenities.															
Totals								954 148 1102 2122 530 2652							96 702		



Agency: Des Moines

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Co. No.: 17 Co. Name: King Co.

City No.: 0325 MPO/RTPO: PSRC

Hearing Date: 6/12/2003
Amend Date:

Functional Class	Priority Number	Project Identification A. Federal Aid No.
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Agency: Des Moines

Co. No.: 17 Co. Name: King Co.

Hearing Date: 6/12/2003

City No.: 0325 MPO/RTPO: PSRC

Amend Date:

Project Identification		Utility Codes	Status	Total Length	Improvement Type(s)	Project Costs in Thousands of Dollars										Expenditure (Local Funds)					
Functional Class	Priority Number					Fund Source Information															
						Project Phase	Federal Funding			State Fund Code	State Funds	Local Funds	Total Funds								
							Phase Start (mm/dd/yyyy)	Federal Fund Code	Federal Cost by Phase												
1	2	3				4	5	6	7	8	9	10	11	12	13	14	15	16	1st	2nd	
16	21	South 200th St & South 199th St Improvements South 200th Street & South 199th Street from: Des Moines Memorial Dr to: 1st Avenue South Install curbs, gutters, sidewalks, and class II bike lanes.				05 03 06 12	P	1.0	C S G P T W	PE CN	1/1/2007 1/1/2008						486 1947	486 1947			
16	22	South 216th Street Improvement South 216th Street from: Marine View Drive to: Pacific Highway South Widen to provide center turn lane, bike lanes, curb, gutter and sidewalks. Partially funded through development.				05 12	P	1.1	C S G P T W	PE RW CN	1/1/2007 9/1/2007 1/1/2008			AIP AIP AIP	342 130 1933	86 33 483	428 163 2416				
17	23	24th Avenue South Improvement 24th Avenue South from: South 216th Street to: Kent-Des Moines Road Sidewalk, curb, gutter and drainage improvements. Provide left turn lane from 216th to 222nd Street.				03 05	P	0.87	C S G P T W	PE CN	1/1/2007 1/1/2008			OTHER OTHER	422 2398	106 600	528 2998				
17	24	Marine View Dr/So 240th St Intersection Improve Marine View Drive & South 240th Street from: Construct traffic signal, pedestrian facilities, and widen approaches.				12 05	P	0.05	C G P S T W	PE CN	1/1/2006 1/1/2006		63 348			2820	706	3526	11 55	74 403	
Totals										411										66	477



Agency: Des Moines

Co. No.: 17 Co. Name: King Co.

City No.: 0325 MPO/RTPO: PSRC

Hearing Date: 6/12/2003

Amend Date:

Fr

Functional Class		Priority Number	Project Identification A. Federal Aid No. B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or road - Ending MP or road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars										Expenditure (L)
								Fund Source Information										
								Project Phase		Federal Funding		State Fund Code		Local Funds		Total Funds		
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16			
19	25	South 243rd Street Improvement South 243rd Street from: 16th Avenue South to: 20th Avenue South Reconstruct to full street with curb, gutter and sidewalk.	03 06 32	P	0.27	C S G P T W	PE CN	1/1/2007 1/1/2008						123 689	123 689			
Totals																		
14	26	16th Avenue South Project 16th Avenue South from: Kent Des Moines Road to: South 240th Street Widen to provide center turn lane at apartment driveways south of Kent-Des Moines Road. Provide bus pullouts.	05 12	P	0.74	C S G P T W	PE CN	1/1/2007 1/1/2008			AIP AIP	103 581	26 145	129 726				
Totals																		
17	27	24th Avenue South Project 24th Avenue South from: South 208th Street to: South 216th Street Construct 4-5 lane urban arterial including pedestrian facilities. Funded by the adjacent property development or LID.	04	P	0.34	C S G P T W	PE CN	1/1/2007 1/1/2008			OTHER OTHER	570 3228	143 807	713 4035				
Totals																		
17	28	South 250th/251st Street Improvement South 250th/251st Street from: Marine View Drive to: 16th Avenue South Construct Class II bike lanes and curb, gutter and sidewalk on both sides.	05 32	P	0.47	C S G P T W	PE CN	1/1/2008 1/1/2009						101 570	101 570			
Totals																		



Fro

Amend Date:

5



Agency: Des Moines

Fr

Co. No.: 17 Co. Name: King Co.

City No.: 0325 MPO/RTPO: PSRC

Hearing Date: 6/12/2003
Amend Date:

Project Identification		Priority Number	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars										Expenditure (L)			
							Project Phase (mm/dd/yyyy)	Fund Source Information					1st							
								Federal Funding		State Fund Code	State Funds	Local Funds		Total Funds						
								Federal Fund Code	Federal Cost by Phase											
Functional Class	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16				
	17	33	20th Avenue South 20th Avenue South from: South 241st Street to: South 243rd Street Reconstruct and extend neighborhood collector street with curb, gutter and sidewalks.	04	P	0.10	C S G P T W	PE CN	6/1/2008 1/1/2009					47 266	47 266					
Grand Totals for Des Moines							Totals													
							10162										40081	25683	75926	14104

passed
5-0

AGENDA ITEM

SUBJECT: Approve Draft Resolution
Terminating Award to SCI
Infrastructure, LLC as
Contractor for the Pacific
Highway South Improvement
Project

ATTACHMENTS:

1. Draft Resolution No. 03-175

AGENDA OF: June 12, 2003

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: June 12, 2003

CLEARANCES:

☒ Finance

☒ Public Works

☒ Legal

APPROVED BY CITY MANAGER
FOR SUBMITTAL:

Purpose and Recommendation:

The purpose of this report is to seek City Council approval to cancel the construction award for the Pacific Highway South Improvement Project construction contract.

Suggested Motion

"I move to adopt Draft Resolution No. 03-175, terminating the contract with SCI Infrastructure, LLC, for construction of the Pacific Highway South Improvement Project, for public convenience."

Background:

The City Council previously approved the contract for construction of Pacific Highway South at the June 5, 2003, Council meeting.

The Pacific Highway South Redevelopment Project was advertised for construction this summer to be completed within a little over one year of start. There are five (5) parcels we have court dates set for condemnation/settlement and we are continuing to negotiate. As has been done in the past, staff will continue to negotiate with property owners in hopes that legal action will not be necessary and a settlement can be reached to obtain the required properties. We are also working on Interlocal Agreement with the City of Kent for a joint operations of a detention pond.

This project will be done in conjunction with the Transportation Improvement Plan's proposal for improving this highway between Kent-Des Moines Road to S. 216th Street. The new roadway improvements will include additional lanes, bus pullouts, median, left turn lanes, a new traffic signal at S. 224th, curb, gutter, and sidewalk, street lighting. This revision is needed

to improve traffic and pedestrian safety along this corridor as well as promote commercial business growth.

Discussion:

The City accepted the low bid even though there was a minor math computation on the DBE (Disadvantaged Business Enterprise) sheet in the bid. Staff felt we were within our prerogative to accept the bid as the bottom line amount met the requirement; however, after meeting with the Washington State Department of Transportation and Federal Highway agencies, they did not agree and advised us to terminate the construction contract. If we were to go forward with the current contract, the Federal Highways have informed us that they would not participate in the project. In other words, they would pull their funding. Because there is a large amount of Federal monies at risk, it was determined that the best interest of the City would be served by rebidding the contract. City staff is making plans to rebid this project over the next two weeks.

Alternatives:

Staff could be directed to reject all bids received and not perform the project this year. If the project is canceled, it will likely cost more money next year to do the same amount of work. Also, given the high amount of interest in the project and the large number of bidders, the likelihood of receiving lower bids is remote. Also some of the funding will be in jeopardy due to time constraints. Staff could be directed to fight the State and Federal determination, but this would take time and would likely not be in the City's best interest.

Financial Impact:

There will be little impact to City Funds because the project is funded by Federal, State, King County Metro and Transportation Improvement Board grants and outright funding.

Recommendation/Conclusion:

Staff recommends that Council follow the direction given us by the Washington State Department of Transportation and Federal Highway agencies and terminate the construction contract.

Concurrence:

The Legal Department has approved the attached Draft Resolution.

CITY ATTORNEY'S FIRST DRAFT 6/12/03

DRAFT RESOLUTION NO. 03-175

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, terminating the contract with SCI Infrastructure, LLC, for construction of the Pacific Highway South Improvement Project, for public convenience.

WHEREAS, on June 5, 2003, the City Council of the City of Des Moines awarded the contract for the Pacific Highway South Improvement Project to the apparent low bidder, SCI Infrastructure, LLC, and

WHEREAS, pursuant to this award, on June 5, 2003, the City Manager of the City of Des Moines executed the contract with SCI Infrastructure, LLC, and

WHEREAS, on June 12, 2003, the Federal Highway Administration notified the City of Des Moines that it intends to withhold federal funds if construction proceeds under this contract, based upon an irregularity in the Disadvantaged Business Enterprise Certification, and

WHEREAS, the City of Des Moines has the authority to terminate the executed contract for public convenience whenever such termination is in the best interests of the City as contracting agency, pursuant to American Public Works Association Standard Specification 1-08.10(2).3, and

WHEREAS, the City Council of the City of Des Moines hereby determines that it is in the best interest of the City of Des Moines to terminate the executed contract with SCI Infrastructure, LLC in order to permit the City to use federal funds previously committed to the Pacific Highway South Improvement Project when the project is re-advertised for bid; now therefore,

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

Sec. 1. The recitals set forth above are hereby incorporated as the Council findings in support of this resolution.

Sec. 2. The contract between the City of Des Moines and SCI Infrastructure, LLC for construction of the Pacific Highway

ATTACHMENT 1

Resolution No. ____
Page 2 of ____

South Improvement Project is hereby terminated for public convenience.

ADOPTED BY the City Council of the City of Des Moines, Washington this ____ day of _____, 2003 and signed in authentication thereof this ____ day of _____, 2003.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

DRAFTRES:03-175

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Steven J. Underwood
Memorial Park Phase I-B
Construction Agreement

FOR AGENDA OF: June 12, 2003

DEPT. OF ORIGIN: Parks, Recreation
and Senior Services

DATE SUBMITTED: May 29, 2003

ATTACHMENTS:

A. Draft Agreement for Steven J. Underwood
Memorial Park Phase I-B Ballfield Project

CLEARANCES:

[x] Park & Recreation Director
[x] City Attorney

B. 2003 - 2004 Capital Improvement Plan
Project Sheet

APPROVED BY CITY MANAGER

C. Bid Tabulation

FOR SUBMITTAL:

Purpose and Recommendation:

Administration recommends approval of the Steven J. Underwood Memorial Park Phase I-B Ballfield Project with Grant's Landscape Services for the construction of a third ballfield.

Motion: "I move to approve the Contract for Steven J. Underwood Memorial Park Phase I-B construction services with Grant's Landscape Services, in the amount of \$129,411.74, plus tax, and authorize the City Manager to sign contract, substantially in the form as submitted. And to authorize City Manger to approve change orders in amounts not to exceed 10% in total."

confirming

Background:

Des Moines citizens envisioned the Sports Park in the mid 1990's as part of the city's Parks, Recreation and Senior Services Master Plan process because Des Moines lacks sufficient active outdoor recreation facilities for its youth, adults and senior citizens.

Over the past many years the city budgeted capital funds, applied for Interagency Committee for Outdoor Recreation Local Park Funds, Interagency Committee for Outdoor Recreation Youth Athletic Facilities Account, King County Real Estate Excise Tax Fund, and King County Youth Sports Facility Grant Fund to acquire land and build Steven J. Underwood Memorial Park Phase I. Phase I included two softball fields, parking lot and the majority of the park infrastructure. With the support of the Des Moines Police Guild, Des Moines Firefighters Guild, Des Moines Legacy Foundation, Starbucks Coffee Company and many other community groups and citizens additional park amenities such as a brick plaza and Officer's Memorial (donations valued at approximately \$100,000) paid for and constructed with

volunteer labor. Additional phases are planned for design and construction as funds become available.

Through the 2003 Capital Improvement process, City Council approved funds for the design and construction of Steven J. Underwood Memorial Park Phase I-B in the amount of \$233,300.00 in 2003 and \$160,512.00 in 2004 for a project total of \$393,812. Because funds span two years, the project was divided into landscape work to be completed in 2003 and construction of a restroom facility in 2004.

This contract is for ballfield construction work to include: site earthwork, erosion control, concrete work, installation of drainage, irrigation and electrical work, to complete a third softball field adjacent to the first two fields. Additional project construction such as fencing and installation of field turf will be provided by other sources. The city's intent is to begin construction of the field immediately so that the third field will be playable for the 2004 baseball and softball seasons.

Justification for building the third field is the following:

- Softball complexes with fewer than three fields have difficulty drawing softball tournaments which are the main revenue generators for sports complexes. Tournaments pay premium rental fees for the use of the park to help offset facility maintenance and operation expenses.
- Tournaments draw players from around the state to stay in our hotel/motel rooms, eat in our restaurants and enjoy the many amenities of our community. This increased park use (exposure) also enhances staff's ability to sell advertising and sponsorships to help offset facility maintenance and operations expenses.
- The third field construction would begin immediately prior to completion of concrete pavers and landscape installation to reduce interference with in-the-ground facilities.

Future phases of the park still to be decided include field lighting, soccer fields, concession area, play equipment, picnic areas, and walking trails connecting to the Activity Center and/or to the proposed Community Center. There are no funds allocated for future phases at this time.

Alternatives:

The 2003 Parks, Recreation and Senior Services Master Plan recommends the completion of Steven J. Underwood Memorial Park as a number one priority. Items remaining after this phase include: ballfield lighting, parking lot and walkway lighting, concession stand, maintenance area, play area, picnicking area, pathways, and the construction of soccer fields. The siting of the soccer fields identified in the Steven J. Underwood Memorial Park Master Plan is contingent on City Council direction regarding the proposed Community Center. Additional city funding must be allocated before additional phases can be designed and built. If additional funds become available from the Capital Improvement Plan for this project in 2004 or beyond, staff recommends seeking grants from Interagency Committee for Outdoor Recreation Local Parks Grant and King County Youth Sports Facilities Grant to add field lighting as part of this project as recommended by the 2003 Ad Hoc Parks, Recreation and Master Plan Committee.

Financial Impact:

The Phase I-B project is funded in the 2003-2004 Capital Improvement Plan (see Attachment B) and is recommended by the Ad Hoc Parks, Recreation and Senior Services Master Plan Citizens Committee.

2003-2004 Capital Improvement Plan Funds:

Source	2003	2004	Total
MCI	\$173,300	\$105,512	\$278,812
Park In Lieu Fees	<u>\$60,000</u>	<u>\$55,000</u>	<u>\$115,000</u>
Total Funds	\$233,300	\$160,512	\$393,812

There are \$233,300.00 funds available for the Ballfield Project in 2003. The total construction costs (not inclusive of design, engineering, and inspection) for 2003 are anticipated at \$169,000.00. Construction costs for this project include: ballfield construction at a cost of \$129,411.74 and additional site work and fencing at a cost of approximately \$40,000.00.

Remaining project funds budgeted in 2004 are slated to pay for the construction of a restroom facility.

Recommendation/Conclusion:

Staff recommends approval of Steven J. Underwood Memorial Park Phase I-B to Grant's Landscaping in the amount of their Base Bid of \$129,411.74, plus tax. The Contractor would begin construction of the field in June 2003. Additional site work to include installation of backstop and field fencing and application of field seeding will be provided by others.

Concurrence

Staff recommends approval of Steven J. Underwood Memorial Park Phase I-B Ballfield Project Bid Award to Grant's Landscaping the lowest qualified bidder.

**DRAFT AGREEMENT FOR STEVEN J. UNDERWOOD MEMORIAL PARK
PHASE 1-B BALLFIELD PROJECT
BETWEEN THE CITY OF DES MOINES AND GRANT'S LANDSCAPE SERVICES**

PROJECT #310.046.200.595.00.63.00

THIS AGREEMENT made and entered into this 13th day of June, 2003 by and between The City of Des Moines, Washington, hereinafter called the "Owner", and Grant's Landscape Services hereinafter called the "Contractor".

WITNESSED that the Owner and the Contractor for the hereinafter established consideration agree as follows:

- I. The work to be performed under this Contract shall be known as the Owner's "Steven J. Underwood Memorial Park Phase 1-B Ballfield Project". The Contract shall be performed and completed under the supervision of and subject to the approval of the Owner or its authorized representative. The Contractor agrees to furnish all materials, tools, labor, equipment and other incidentals, and to perform all services and work as described in this Agreement and the contract documents, which consist of this Agreement and the following items, which are by this reference incorporated herein:

- II
 - Exhibit A: Bid Documents
 - Exhibit B: Contract Documents
 - Exhibit C: General Special Provisions
 - Exhibit D: Technical Specifications and Amendments
 - Exhibit E: Employment and Labor Standards
 - Exhibit F: Construction Plans and Details

Standard Specifications for Road, Bridge and Municipal Construction, 2002, including the Division 1 APWA Supplement, prepared by the Washington State Department of Transportation and the American Public Works Association – Washington State Chapter.

- II. In consideration for the complete and faithful performance of the Contract, the Contractor shall be paid in accordance with the unit prices and/or lump sum prices set forth in the Bid Proposal. Payment shall be made for the actual quantities of work performed at the unit prices set forth in the bid. Actual quantities may be more or less than the estimated quantities set forth in the bid, for purposes of comparing bids, and the Contractor shall make no claim for anticipated profits for any decreases in the quantities. Quantities may be increased or decreased by the Owner.

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: _____
City Manager

ATTEST:

This _____ day of _____, 20____

City Clerk

APPROVED AS TO FORM:

City Attorney

CONTRACTOR: GRANT'S LANDSCAPE SVS.

By:

Title:

Address:

(Corporate Seal)

ATTEST: (If Corporation): _____

Title: _____

WITNESS (If individual or partnership)

ATTACHMENT B

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	General Government	PROJECT NO.	
PROJECT	Steven J Underwood Memorial Park (15 acres)	PROJECT STATUS:	
LOCATION	Phase IB	Preliminary Estimate	
	20th Avenue South at South 218th Street	Plans in Preparation	
		P.S.E. Complete	

DESCRIPTION: The City Council has identified the need for a sports field complex. The 2003-2008 Capital Improvement Plan outlines the phased development of 3 baseball fields and 2 soccer fields. The Park includes space for a future Community Center.

PROPOSED IMPROVEMENTS: Phase I-B development includes 1 baseball field and restrooms to complete the baseball complex and provide for tournament play at the park making the facility more profitable. Phase II, planned for 2005 includes plans for 1 soccer field and field lighting and additional parking.

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL	PRIOR YRS	FY 03	FY 04	FY 05	FY 06	FY 07	FY08
ADMINISTRATION	15,800	12,000	2,300	1,500				
DESIGN/ENG	37,000		37,000					
EARTHWORKS/UTILITIES	376,938	376,938						
IMPROVEMENTS	919,397	623,897	155,500	140,000				
INSPECTION	30,000	20,000	10,000					
Contingency	109,836	88,284	14,860	6,692				
SALES TAX	114,900	88,940	13,640	12,320				
Latecomers Fees Grakon, SWM	65,000	65,000						
TOTAL	1,668,871	1,275,059	233,300	160,512				

FUNDING SOURCE	TOTAL	PRIOR YRS	FY 03	FY 04	FY 05	FY 06	FY 07	FY08
IAC YAF Grant Confirmed	267,451	267,451						
King County Grant Confirmed	50,000	50,000						
King County Confirmed	135,000	135,000						
Youth Sports (in-kind) Confirmed	75,000	75,000						
Park In Lieu Fees	194,949	79,949	60,000	55,000				
Donations	50,000	50,000						
MCI	896,471	617,659	173,300	105,512				
TOTAL	1,668,871	1,275,059	233,300	160,512				

OPERATING COSTS								
PERSONNEL								
SUPPLIES								
UTILITIES								
TOTAL		50,000	50,000	50,000	50,000	50,000	50,000	50,000

STEVEN J. UNDERWOOD MEMORIAL PARK - PHASE IB
BID TABULATION - BALLFIELD PROJECT

ATTACHMENT C

#	ITEM DESCRIPTION	GRANT'S		LANDSCAPE		SPECIALIZED LANDSCAPING		BUCKLEY		NURSERY		PRECISION EARTHWORKS	
		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	Base Bid:												
1	Mobilization/Demobilization		6,762.74	9,000.00	9,000.00		9,000.00	13,025.00	13,025.00		13,025.00	12,795.00	12,795.00
2	Erosion control		1,273.00	3,900.00	3,900.00		3,900.00	2,940.00	2,940.00		2,940.00	7,980.00	7,980.00
3	Earthwork-excavation/stockpile	4.29	6,436.00	7.00	10,500.00		10,500.00	8.00	12,000.00		12,000.00	6.50	9,750.00
4	Subdrainage for baseball field		12,840.00	20,000.00	20,000.00		20,000.00	21,441.00	21,441.00		21,441.00	17,770.00	17,770.00
5	Irrigation system		8,400.00	10,000.00	10,000.00		10,000.00	21,343.00	21,343.00		21,343.00	20,000.00	20,000.00
6	Sand baseball field - 9" depth	17.56	35,120.00	20.00	40,000.00		40,000.00	19.50	39,000.00		39,000.00	20.10	40,200.00
7	Infield mix - 6" depth	65.00	10,400.00	65.00	10,400.00		10,400.00	55.00	8,880.00		8,880.00	63.10	10,096.00
8	Warning track mix - 4" depth	50.16	3,010.00	100.00	6,000.00		6,000.00	68.00	4,080.00		4,080.00	83.85	5,031.00
9	Concrete mow band @fence line	9.63	10,600.00	15.00	16,500.00		16,500.00	10.50	11,550.00		11,550.00	10.65	11,715.00
10	Concrete mow band - 12" depth	11.00	1,100.00	20.00	2,000.00		2,000.00	12.50	1,250.00		1,250.00	25.70	2,570.00
11	Concrete dugouts (2)	4.83	2,900.00	5.00	3,000.00		3,000.00	7.50	4,500.00		4,500.00	6.40	3,840.00
12	Concrete block retaining wall	10.40	18,000.00	11.00	19,030.00		19,030.00	10.95	18,943.50		18,943.50	12.40	21,452.00
13	Hydroseeding lawn areas	0.07	870.00	0.08	984.00		984.00	0.05	615.00		615.00	0.06	738.00
14	Topsoil for hydroseeded lawn area	22.00	5,500.00	25.00	6,250.00		6,250.00	22.00	5,500.00		5,500.00	17.90	4,475.00
15	Erosion control hydroseeded area	0.06	6,200.00	0.08	8,160.00		8,160.00	0.25	2,550.00		2,550.00	0.05	5,100.00
	Subtotal Base Bid		\$129,411.74		\$165,724.00		\$165,724.00		\$167,617.50		\$167,617.50		\$173,512.00
	Sales Tax (8.8%)		\$11,388.23		\$14,583.71		\$14,583.71		\$14,750.34		\$14,750.34		\$15,269.06
	Total Base Bid		\$140,799.97		\$180,307.71		\$180,307.71		\$182,367.84		\$182,367.84		\$188,781.06
	Alternate:												
1	Sod instead of hydroseed/lawn area	0.70	8,610.00	0.30	3,690.00		3,690.00	0.65	7,995.00		7,995.00	0.65	7,995.00
	Sales Tax (8.8%)		\$757.68		\$324.72		\$324.72		\$703.56		\$703.56		\$703.56
	Total Alternate Bid		9,367.68		4,014.72		4,014.72		8,698.56		8,698.56		\$8,698.56

BID TABULATION - BALLFIELD PROJECT

#	ITEM DESCRIPTION	GOLF UNIT PRICE	LANDSCAPING TOTAL PRICE	TERRA UNIT PRICE	DYNAMICS TOTAL PRICE	OHIO UNIT PRICE	CONSTRUCT TOTAL PRICE	PAUL UNIT PRICE	BROTHERS TOTAL PRICE
Base Bid:									
1	Mobilization/Demobilization	4,000.00	4,000.00	17,300.00	17,300.00	21,266.00	21,266.00		27,000.00
2	Erosion control	5,000.00	5,000.00	4,530.00	4,530.00	11,670.00	11,670.00		6,800.00
3	Earthwork-excavation/stockpile	8.00	12,000.00	16.50	24,750.00	7.72	11,587.13	5.50	8,250.00
4	Subdrainage for baseball field	20,000.00	20,000.00	14,550.00	14,550.00	22,141.94	22,141.94		19,780.00
5	Irrigation system	8,000.00	8,000.00	17,850.00	17,850.00	16,774.00	16,774.00		9,850.00
6	Sand baseball field - 9" depth	25.00	50,000.00	17.00	34,000.00	16.40	32,800.00	26.75	53,500.00
7	Infield mix - 6" depth	100.00	16,000.00	63.00	10,080.00	54.90	8,784.00	63.00	10,080.00
8	Warning track mix - 4" depth	60.00	3,600.00	78.00	4,680.00	51.00	3,060.00	53.00	3,180.00
9	Concrete mow band @fence line	15.00	16,500.00	17.00	18,700.00	11.70	12,870.00	11.50	12,650.00
10	Concrete mow band - 12" depth	20.00	2,000.00	25.00	2,500.00	16.10	1,610.00	14.50	1,450.00
11	Concrete dugouts (2)	4.00	2,400.00	6.00	3,600.00	4.40	2,640.00	4.00	2,400.00
12	Concrete block retaining wall	12.00	20,760.00	1,250.00	21,625.00	12.00	20,760.00	14.00	24,220.00
13	Hydroseeding lawn areas	0.25	3,075.00	0.05	0.62	0.10	1,230.00	0.06	738.00
14	Topsoil for hydroseeded lawn area	25.00	6,250.00	18.00	4,500.00	18.10	4,525.00	19.50	4,875.00
15	Erosion control hydroseeded area	0.05	5,100.00	0.02	2,040.00	0.10	\$10,200.00	0.07	7,140.00
	Subtotal Base Bid		\$174,685.00		\$180,705.62		\$181,918.07		\$191,913.00
	Sales Tax (8.8%)		\$15,372.28		\$15,902.09		\$16,008.79		\$16,888.34
	Total Base Bid		\$190,057.28		\$196,607.71		\$197,926.86		\$208,801.34
Alternate:									
1	Sod instead of hydroseed/lawn area	0.25	3,075.00	0.60	7,380.00	0.43	5,227.50	0.68	8,364.00
	Sales Tax (8.8%)		\$270.60		\$649.44		\$460.02		\$736.03
	Total Alternate Bid		-3,345.60		\$8,029.44		\$5,687.52		\$9,100.03

STEVEN J. UNDERWOOD MEMORIAL PARK - PHASE IB
BID TABULATION - BALLFIELD PROJECT

#		ITEM DESCRIPTION	A1		LANDSCAPING	
			UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Base Bid:						
1		Mobilization/Demobilization	18,000.00	18,000.00		
2		Erosion control	4,500.00	4,500.00		
3		Earthwork-excavation/stockpile	14.00	21,000.00		
4		Subdrainage for baseball field	25,800.00	25,800.00		
5		Irrigation system	23,800.00	23,800.00		
6		Sand baseball field - 9" depth	22.00	44,000.00		
7		Infield mix - 6" depth	38.00	6,080.00		
8		Warning track mix - 4" depth	55.00	3,300.00		
9		Concrete mow band @fence line	9.00	9,900.00		
10		Concrete mow band - 12" depth	16.00	1,600.00		
11		Concrete dugouts (2)	4.00	2,400.00		
12		Concrete block retaining wall	14.00	24,220.00		
13		Hydroseeding lawn areas	0.10	1,230.00		
14		Topsoil for hydroseeded lawn areas	19.00	4,750.00		
15		Erosion control hydroseeded areas	0.09	9,180.00		
		Subtotal Base Bid		\$199,760.00	\$0.00	\$0.00
		Sales Tax (8.8%)		\$17,578.88	\$0.00	\$0.00
		Total Base Bid		\$217,338.88	\$0.00	\$0.00
Alternate:						
1		Sod instead of hydroseed/lawn areas	0.95	11,685.00		
		Sales Tax (8.8%)		\$1,028.28	0.00	
		Total Alternate Bid		12,713.28	0.00	

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Steven J. Underwood
Memorial Park Phase 1-B
Fencing Contract

ATTACHMENTS:

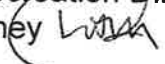
A. Draft Contract between City and
Central Construction Fence and Deck, Inc.

FOR AGENDA OF: June 12, 2003

DEPT. OF ORIGIN: Park and Recreation

DATE SUBMITTED: June 4, 2003

CLEARANCES:

[x] Park & Recreation Director 
[x] City Attorney 

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

Purpose and Recommendation:

Administration recommends approval of the contract to provide chain link fencing and backstop construction at the Steven J. Underwood Memorial Park.

Motion: "I move to approve the Contract with Central Construction Fence and Deck for fencing in the amount of up to \$36,398.20 plus tax and authorize the City Manager to sign the contract, substantially in the form as submitted.

Background:

Steven J. Underwood Memorial Park Phase 1-B is now under construction. The majority of the remaining construction was bid out to a general contractor, this includes the remaining site earthwork, erosion control, construction of third softball field, all field and surrounds irrigation, under-drainage and all concrete work needed. Third field construction also includes connection to all existing infrastructure to provide for water, sewer and storm detention for full build out of Park site. A portion of the work was planned to be bid out separately and supervised by the Park Manager.

Discussion:

During the design phase of Steven J. Underwood Memorial Park specific project construction elements were identified to be managed by the city to save up to 30% contractor mark up fees.

The city received four bids by fencing companies for the work. Central Construction Fence and Deck, Inc. submitted the lowest and best bid for the project. The bid number includes the following:

Base Bid:

Item a.	\$ 22,161.00	Backstop
Item b.	\$ 2,002.00	Backstop planking
Item c.	\$ 6,493.80	6' fencing
Item d.	\$ 4991.40	4' fencing
Item e.	\$ 750.00	Service gates
Total Base Bid:	\$36,398.20	

Total Bid Award: \$36,398.20 plus tax

Alternatives:

None Provided

Financial Impact:

The fencing contract is part of the Steven J. Underwood Memorial Park Phase 1-B project scope of work budgeted in the 2002 Capital Improvement Plan.

Recommendation/Conclusion:

Staff recommends approval of the fencing contract.

Concurrence

None Provided

**DRAFT AGREEMENT BETWEEN THE CITY OF DES MOINES AND CENTRAL
CONSTRUCTION FENCE & DECK, INC. # 310.046.200.595.00.63.00**

THIS AGREEMENT, entered into as of this 13th day of June, 2003 is by and between the CITY OF DES MOINES, a Washington municipal corporation, hereinafter referred to as the "City," and Central Construction Fence & Deck, Inc., here in after referred to as the "Contractor."

In consideration of the covenants and conditions set forth below, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to retain Contractor to facilitate installation of (1) one backstop, all four-foot foul line and six-foot outfield and perimeter fencing and service gates for Phase 1-B of the Steven J. Underwood Memorial Park.

2. Scope of Work and Contract Documents. Contractor agrees to furnish all materials, labor, and other incidentals and to perform all services and work as described in this Agreement and the Contract Documents which consist of this Agreement, the Bid Schedule of Work identified as Exhibit "A" dated June, 2003, the bid proposal submitted by Central Construction Fence & Deck, Inc., dated June, 2003 and All State, County, and Municipal regulations for construction.

3. Project Schedule. Contractor agrees to complete all work as provided in this Agreement according to the attached Project Schedule, provided, however, that the parties may, in a written amendment signed by the parties, agree to modify the schedule as conditions require.

4. Compensation. In consideration for the complete and faithful performance of all work and services rendered under this Agreement, the Contractor shall be paid not more than \$36,398.20 plus WSST sales tax. Such payment shall be full compensation for work, services, labor, materials, supplies, equipment, and all other things necessary to complete the attached Bid Schedule. The Contractor shall be entitled to receive full payment upon receipt of written notice from the City's designated project manager that all work has been performed to the satisfaction of the City. The City agrees that notification of satisfactory work shall not be unreasonably withheld.

5. Insurance. The Contractor shall secure and maintain in force throughout the duration of this Agreement, insurance coverage sufficient to satisfy the following minimums:

Comprehensive General Liability:	\$1,000,000 combined single limit per occurrence \$1,000,000 aggregate
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Automobile:	\$1,000,000 single limit.
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Contractor's general liability policy shall name the City of Des Moines as an additional named insured and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the City. Certificates of coverage, as set forth in this section shall be delivered to the City within fifteen (15) days of execution of this Agreement.

6. Performance Standards. Contractor's services, and all duties incidental or necessary thereto, shall be conducted and performed diligently and competently and in accordance with professional standards of conduct and performance, and consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

7. Modification. No change, alteration, modification, or addition to this Agreement will be effective unless it is in writing and properly signed by both parties.

8. Independent Contractor. The services provided by the Contractor under this Agreement are provided as an independent contractor. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Neither the Contractor nor any employee of the Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City will not be responsible for withholding or otherwise deducting federal income tax or social security payments, or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor.

9. Indemnification. The Contractor will indemnify and hold harmless the City, its agents, employees and volunteers, from and against any and all liability arising from injury or death to persons or damage to property resulting from acts, errors, omissions, or negligent acts of the Contractor, its agents, servants, officers, or employees. The Contractor, in addition to providing indemnification and holding the City harmless as set forth above, shall indemnify the City for all expenses incurred by the City in defending such claim or suit, including reasonable attorney fees; provided, however, that if any such damages and injuries to persons or property are caused by or result from the concurrent negligence of the City, its employees, agents, or representatives, the indemnification applies only to the extent of the negligence of the Contractor, its employees, agents, or representatives.

10. Mediation/Arbitration Clause. 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 parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

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

12. Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

13. Waiver. The waiver by either party of any breach of any terms, conditions, or provision of the Agreement shall not be deemed a waiver of such term, condition, or provision or any subsequent breach of the same or any condition or provision of this Agreement.

14. Captions. The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

15. Time of Essence. The Contractor acknowledges the importance to the City of the City's project schedule and agrees to put forth reasonable efforts in performing the services with due diligence under this Agreement in a manner consistent with that schedule as attached hereto. The City understands, however, that the Contractor's performance must be governed by sound professional practices. Project start date to be: June 23, 2003 and end no later than July 11, 2003.

16. Concurrent Originals. This Agreement may be signed in counterpart originals.

17. Ratification and Confirmation. Any acts consistent with the authority and prior to the effective date of this Agreement are hereby ratified and confirmed.

CITY OF DES MOINES

Central Construction Fence & Deck, Inc.

By _____
Tony Piasecki
Its City Manager
Dated _____

By _____
Kyle Jones
President
Dated _____

APPROVED AS TO FORM:

Linda Marousek
City Attorney

Linda -

NEW BUSINESS
Item #3

AGENDA ITEM

SUBJECT: Redondo Boat Launch –
Rejection of construction bids.

ATTACHMENTS:

1. Project budget.

AGENDA OF: June 12, 2003

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: June 10, 2003

CLEARANCES:

[] Marina

[X] Legal

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation:

The purpose of this report is to provide the City Council with the opportunity to review the bids received for the renovation of the Redondo Boat Launch. Administration recommends the City Council reject all bids, revise the project scope, and re-advertise for construction during 2003.

Suggested Motion:

"I move to reject all bids for construction of the improvements at the Redondo Boat Launch."

Background:

Bids for the Redondo Boat Launch were opened on April 30, 2003. The bids included a base bid and two additive items: 1) replacement of the existing boarding floats; and 2) construction of decorative arbors in the parking lot. Four companies bid on the project, as summarized below:

Bid Summary - Redondo Boat Launch

Contractor	Base Bid	Add for Floats	Add for Arbors	Total
Engineer's Estimate	\$893,240.00	\$41,475	\$65,000	\$999,715.00
Ohno Construction	\$1,059,041.50	\$116,782	\$59,289	\$1,235,112.50
Culbertson Marine	\$1,295,077.77	\$63,360	\$43,520	\$1,401,957.77
Grade, Inc.	\$1,243,746.25	\$83,526	\$123,750	\$1,451,022.25
C.A. Carey Corp.	\$1,547,774.00	\$76,520	\$125,000	\$1,749,294.00

Discussion:

The table above demonstrates that Ohno Construction Company was the low bidder, and that even the lowest bid contained values higher than were expected. As shown by Attachment 1,

the base bid amount, when combined with other project costs, exceeds the funds allocated by the Capital Improvement Program (CIP). The shortage of approximately \$100,000 is actually more than \$200,000 when contingency funds are included.

Revenue Summary – Redondo Boat Launch

Source	Amount
IAC Grant	\$750,000
Marina Bond Proceeds	\$488,000
Total CIP Allocation	\$1,238,000

In addition to the construction contract, there are numerous other expenses related to this project. Those include: acquisition of the floating breakwater (\$203,000), professional construction management services (\$39,000), permit fees (\$30,000), etc. Washington State's bidding laws limit the City's ability to negotiate a reduced scope and project cost with the low bidder. These limitations are intended to ensure the competitive bidding process does not provide one contractor with an unfair advantage. Essentially, the alternatives are to either accept the low bid or reject all bids. City staff recommends the City Council reject all bids.

All in-water construction activity must occur between June 6th and September 30th. Staff is now identifying ways to reduce project costs in order to quickly re-advertise for bids. For example, dividing the project into two bids (one for in-water work and one for the upland improvements) may provide some savings. A less-expensive pay station for the parking lot will reduce costs considerably. Reid-Middleton tells us that it is possible that this project can still occur this year. If necessary, IAC will allow our \$750,000 grant to be carried over to 2004.

Alternatives:

Reject all bids and re-bid the project, or award the bid and allocate an additional \$200,000 to this project.

Financial Impact:

Reid-Middleton works to revise the project specifications will result in new and anticipated costs for engineering services. Likewise, the printing of new bid documents will be an anticipated cost. The expense of re-bidding the project will either be absorbed in the revised project, or addressed during the budget amendment process.

Recommendation/Conclusion:

Reject all bids for the Redondo Boat Launch improvement project.

Concurrence:

The Municipal Facilities Committee reviewed the project budget on June 4, 2003. Since that meeting, it has become apparent that the cost-savings measures discussed would not be allowed by State bidding laws.

Redondo Construction Budget - 06/10/03

Fund # 404.421.000.594.79.63.00

Professional Services	Allocation	Expenditure	Balance	% Used	Ending Balance
RM Const. Management	39,000.00	4,000.00	35,000.00	10.3%	
			-		
Prof. Serv.s Subtotal	39,000.00	4,000.00	35,000.00	10.3%	
Contingency	-		-	#DIV/0!	
Prof. Serv.s Total	39,000.00	4,000.00	35,000.00	10.3%	35,000.00

Construction Contract					
Construction contract w/tax	1,059,041.50	-	1,059,041.50	0.0%	
			-	#DIV/0!	
Construction Subtotal	1,059,041.50	-	1,059,041.50	0.0%	
Contingency	-		-	#DIV/0!	
Construction Total	1,059,041.50	-	1,059,041.50	0.0%	1,059,041.50

Equipment/Materials					
Whisprwave w/ tax	203,130.00		203,130.00	0.0%	
Park and Rec. sign	350.00		350.00	0.0%	
Arbor foundations - estimate	1,500.00		1,500.00		
Equipment Subtotal	204,980.00	-	204,980.00	0.0%	
Contingency	-		-	#DIV/0!	
Equipment Total	204,980.00	-	204,980.00	0.0%	204,980.00

Other					
Utilities/Temp. Facilities	1,500.00		1,500.00	0%	
Printing	4,000.00	3,739.43	260.57	93%	
Advertising	400.00	363.70	36.30	91%	
Permit fee	30,000.00		30,000.00	0%	
Miscellaneous			-	#DIV/0!	
Other Total	35,900.00	4,103.13	31,796.87	11%	31,796.87

Total	1,338,921.50	8,103.13	1,330,818.37	0.6%	1,330,818.37
	-	-	-	#DIV/0!	-

Grand Total	1,338,921.50	8,103.13	1,330,818.37	0.6%	1,330,818.37
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Revenue					
IAC Grant	750,000.00				
Bond Proceeds	+	488,000.00			
Total Revenue		1,238,000.00			

Total Expense (w/ \$0 contingency)	-	1,338,921.50			
Difference (Shortage)		(100,921.50)			

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT:
Jail Services

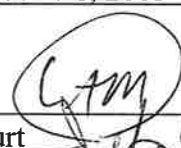
ATTACHMENTS:
Addendum to Interlocal Agreement for Temporary
Custody of Inmates before Transfer to Yakima
County Jail.

FOR AGENDA OF: June 12, 2003

DEPT. OF ORIGIN: Municipal Court

DATE SUBMITTED: June 2, 2003

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 addendum to the interlocal agreement with Renton Jail for temporary custody of inmates before transfer to Yakima County Jail.

The following motion will appear on the Consent Calendar:

“ I move to approve the Addendum to Interlocal agreement for temporary custody of the inmates before transfer to Yakima County Jail and to authorize the City Manager to sign the agreement substantially in the form as submitted.”

BACKGROUND

In 2002, the Cities entered into an interlocal agreement with Yakima County jail to house Des Moines prisoners. To continue efforts in reducing jail costs, the City of Des Moines entered into an agreement with the City of Renton to temporarily house our inmates that are pending trial or that are serving a commitment. These inmates are then transported to Yakima County Jail. If an inmate is going to be transported to Yakima Jail, King County charges the City \$81.86 a day. The City of Renton charges the City of Des Moines \$50 a day.

DISCUSSION
The City of Renton is asking to increase their daily fee an additional \$8.80, this is still substantially lower than the King County daily rate of \$81.86.

ALTERNATIVE
Transport our inmates to King County Jail facilities, where the inmates may not get picked up, and pay the higher King County rate of \$81.86.

FINANCIAL IMPACT
King County already raised their fees this year by 5.7 percent. In February of this year the court started moving inmates held on bail to Yakima County Jail. Because of this new procedure, the court has already seen a reduction of costs from King County jail.

RECOMMENDATION (OR CONCLUSION)
Enter the Interlocal agreement for temporary custody of inmates.



Jesse Tanner, Mayor

CITY OF RENTON

Police Department - Garry C. Anderson, Chief

Nationally Accredited Agency

December 6, 2002

RECEIVED

DEC 08 2002

DES MOINES MUNICIPAL COURT
DES MOINES, WASHINGTON

Ms. Jennefer Henson, Ct. Administrator
City of Des Moines
21630 11th Avenue S
Des Moines, WA 98198

Dear Ms. Henson:

Enclosed you will find two original Addendums to the Interlocal Agreement between the Cities of Des Moines and Renton for the temporary housing of inmates being transferred to Yakima. This Addendum is being sent as a follow-up to my letter of October 28, 2002, which indicated that the City of Renton's jail fees would be increased on January 1, 2003, based upon a similar increase in Yakima County's rates.

Please execute the enclosed Addendums and return to:

Penny Bartley
Police Manager
Renton Police Department
1055 South Grady Way
Renton, Washington 98055

The Addendums will then be executed by the City of Renton and a signed original will be returned to you for your files.

If you would like additional copies, or the Addendum in electronic form, you may e-mail me at pbartley@ci.renton.wa.us or phone me at (425) 430-7565.

Sincerely,

GARRY C. ANDERSON
CHIEF OF POLICE

Penny Bartley
Police Manager

Enclosures



**ADDENDUM TO
INTERLOCAL AGREEMENT
FOR TEMPORARY CUSTODY OF INMATES
BEFORE TRANSFER TO YAKIMA COUNTY JAIL**

THIS ADDENDUM TO THE INTERLOCAL AGREEMENT FOR TEMPORARY CUSTODY OF INMATES BEFORE TRANSFER TO YAKIMA COUNTY JAIL is made and entered into on this _____ day of _____, 200____, by and between the Cities of Renton and Des Moines, Washington.

WHEREAS the cities named above have entered into an Interlocal Agreement (ILA) for the temporary housing of Des Moines's inmates by Renton; and

WHEREAS the ILA has a **Payment Schedule** in section 4; and

WHEREAS the amounts in the payment schedule were governed by the payment schedule of the Long-Term Jail Contract with Yakima County; and

WHEREAS the daily charge for an inmate housed in Yakima County Jail will increase to the sum of \$58.80, effective January 1, 2003; and

WHEREAS the City of Renton has provided timely notice to Des Moines of its desire to raise the daily rate for the temporary housing of Des Moines's inmates effective January 1, 2003, now

THEREFORE, the provisions of the Interlocal Agreement between the Cities of Des Moines and Renton, Washington for the temporary custody of inmates before transfer to Yakima County Jail are amended, effective January 1, 2003, as follows:

Section 4. Payment Schedule:

The following amounts are per Identified Offender:

\$25.00 per Identified Offender where that person is in Renton jail for less than 24 hours AND is not detained in the Renton jail overnight.

\$58.80 per Identified Offender where that person is in Renton Jail for less than 24 hours AND is detained in the Renton jail overnight; OR is detained in the Renton jail for a 24 hour period.

\$58.80 per day per Identified Offender where that person is in the Renton jail for more than a 24-hour period.

IN WITNESS WHEREOF, the above and foregoing Addendum has been executed in duplicate by the parties hereto and made effective on the day and year first above written:

Date: _____
The City of Renton, by:

Jesse Tanner, Mayor

Approved as to legal form:

City Clerk

City Attorney, City of Renton

The City of Des Moines, by:

Mayor/ City Manager

Approved as to legal form:

City Clerk

City Attorney, City of Des Moines

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT:
Public Defender Services

ATTACHMENTS:
Contract for Public Defender Services

FOR AGENDA OF: June 12, 2003

DEPT. OF ORIGIN: Municipal Court

DATE SUBMITTED: June 2, 2003

CLEARANCES:
[X] Legal
[X] Municipal Court

APPROVED BY CITY MANAGER

FOR SUBMITTAL:

PURPOSE AND RECOMMENDED ACTION

The purpose of this agenda item is to request Council enter into a contract for Public Defender Services with Julie Codd and Susan Bonnell.

The following motion will appear on the Consent Calendar:

" I move to approve the Contract for Public Defender Services and to authorize the City Manager to sign said contract substantially in the form as attached."

BACKGROUND

This contract is for Public Defender Services. This is a service that must be available for defendant's who are indigent and cannot afford an attorney. The court by statute must provide legal counsel for persons who are indigent in order to have proper representation for their case.

DISCUSSION

In 2002, after two years of negotiations, the court contracted with Stephen Thomas to provide public defender services. Unfortunately, last summer Stephen Thomas found out that he had Lou Gherigs Disease, but advised the court at that time that he would be able to continue with his contract. In September, Mr. Thomas sub-contracted his public defender services with Attorneys Julie Codd and Susan Bonnell, due to his health. Mr. Thomas's disease had spread so quickly that in January he

(7) Independent Contractor/Conflict of Interest.

It is the intention and understanding of the parties that the Attorneys are independent contractors and that the City shall be neither liable nor obligated to pay Attorneys' sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. Attorneys shall pay all income and other taxes as due as a result of the performance and payment of this Agreement. Industrial or any other insurance which is purchased for the benefit of the City, regardless of whether such pay provide a secondary or incidental benefit to the Attorneys, shall not be deemed to convert this Agreement to an employment contract. It is recognized that the Attorneys may or will be performing professional services during the term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with Attorneys' ability to perform the services under this Agreement. Attorneys agree to resolve any such conflicts of interest with regard to the performance of professional services in favor of the City.

(8) Indemnification.

(a) **Attorneys' Indemnification.** Attorneys agree to indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with the Agreement to the extent caused by the negligent acts, errors or omissions of the Attorneys, their partners, shareholders, agents, employees, or by the Attorneys' breach of this Agreement. Attorneys' indemnification shall not be limited in any way to any limitation of the amount of damages, compensation or benefits payable to or by any third party under worker's compensation acts, disability benefit acts or any other benefits acts or programs.

(b) **City indemnification.** The City agrees to indemnify and hold the Attorneys, their officers, directors, shareholders, partners, employees, and agents harmless from any and all claims, demands, losses, actions and liabilities (including costs and attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent solely caused by the negligent acts, errors, or omissions of the City, its employees or agents.

(9) Discovery provided. The City shall provide to the Attorneys at no cost one (1) copy of all discoverable materials concerning each assigned case. Such material shall include a copy of the defendant's financial declaration and abstract of driving record.

(10) Standards for Public Defense Services. Attorneys shall comply with the standards for public defense services as may be adopted by the City pursuant to Chapter 10.101 RCW.

(11) **Assignment.** Neither the Attorneys nor the City shall have the right to transfer or assign, in whole or part, any or all of its obligations and rights herein without the prior written consent of the other Party.

(9) **Mediation/Arbitration Clause.** 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. 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.

(10) **Term.** This Agreement shall expire one year from the date of this Agreement, unless this Agreement is terminated as provided herein. This Agreement may be extended for up to two years upon written approval of the parties.

(11) **Termination.**

(a) **Without Cause.** This Agreement may be terminated by either party without cause by providing thirty (30) day's written notification.

(b) **With Cause.** Attorneys may terminate his relationship with City or City may terminate its relationship with Attorneys with cause by providing seven (7) days written notification. Cause for termination shall include breach of any material term or condition of this Agreement.

(12) **Governing Law.** The existence, validity, construction, and enforcement of this Agreement shall be governed in all respects by the laws of the State of Washington.

(13) **Amendments/Authorization for Additional Services.** This Agreement may be modified or amended and additional services or treatments may be authorized during the term of this Agreement upon the mutual written consent of the parties. However, the parties shall review this Agreement after six (6) months of operation to determine whether any additional terms should be added to the Agreement and on what basis.

(14) **Severability.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

(15) **Entire Agreement.** This Agreement supersedes any and all other Agreements, either oral or in writing, between the Parties hereto and contains all of the covenants and agreements between them. Each Party acknowledges that no representation, inducement, promise, or agreement, orally or otherwise, has been made by any Party, or anyone acting on behalf of any Party, which is not embodied herein.

(16) **Waiver.** The waiver by either Party of any breach of any term, condition, or provision of the Agreement shall not be deemed a waiver of such term, condition, or provision or any subsequent breach of the same or any other condition or provision of this Agreement.

(17) **Captions.** The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

(18) **Time of Essence.** Time is of the essence for each and all of the terms, covenants, and conditions of this Agreement.

(19) **Concurrent Originals.** This Agreement may be signed in counterpart originals.

(20) **Ratification and Confirmation.** Any acts consistent with the authority and prior to the effective date of this Agreement are hereby ratified and confirmed.

APPROVED AS TO FORM: CITY OF DES MOINES

Linda A. Marousek, City Attorney

Anthony A. Piasecki, City Manager,
City of Des Moines

Susan Bonnell, Attorney

Julie Codd, Attorney

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT:
Video Services

ATTACHMENTS:
Interlocal Agreement between City of Tukwila and
the City of Des Moines for Video Jail Services

FOR AGENDA OF: June 12, 2003

DEPT. OF ORIGIN: Municipal Court

DATE SUBMITTED: June 2, 2003

CLEARANCES: LAM
☒ Legal
☒ Municipal Court Suber

APPROVED BY CITY MANAGER AM

FOR SUBMITTAL: AM

PURPOSE AND RECOMMENDED ACTION

The purpose of this agenda item is to request approval of an interlocal agreement between City of Tukwila and the City of Des Moines for video jail services.

The following motion will appear on the Consent Calendar:

“ I move to approve the Interlocal agreement with City of Tukwila for video jail services and to authorize the City Manager to sign the agreement substantially in the form as submitted.”

BACKGROUND

On January 2000, the cities of Tukwila and Des Moines entered into an interlocal for the purpose of providing video court services for defendants that are being held in the Regional Justice Center and King County Jail facilities without being transported physically to Des Moines Municipal Court.

DISCUSSION

The City of Tukwila has provided this service since 2000, originally when we started this pilot program it was for three days a week. Gradually every year we have increased an additional day without increased costs. The court now has their video hearings heard every day. The original costs for this service was \$700 a month, for three days a week. The City of Tukwila is asking to increase those fees to \$1400 a month, the service has increased to five days a week.

ALTERNATIVE
The court could go back to physically transporting inmates to the court house three days a week, this would increase jail fees based on the fact the inmates would be held over a longer period of time.

FINANCIAL IMPACT

We were given advance notice that the City of Tukwila would be raising their video service fees last fall. We have budgeted for this increase in this years court budget.

RECOMMENDATION (OR CONCLUSION)

Enter the Interlocal agreement between City of Tukwila and City of Des Moines for video jail services.

INTERLOCAL AGREEMENT BETWEEN THE CITY OF TUKWILA AND THE CITY OF DES MOINES FOR VIDEO SERVICES AND FACILITIES

WHEREAS, the City of Tukwila is a municipal corporation organized under the laws of the State of Washington; and

WHEREAS, the City of Des Moines is a municipal corporation organized under the laws of the State of Washington; and

WHEREAS, each of the parties to the Agreement is authorized under Washington law to operate a municipal court (Chapter 3.50 RCW); and

WHEREAS, Chapter 39.34 RCW ("The Interlocal Cooperation Act") permits municipal corporations to contract with one another to perform any act that each is independently authorized to perform; and

WHEREAS, RCW 39.34.180 and 3.50.805 authorize municipal corporations to enter into interlocal agreements for municipal court services; and

WHEREAS, Des Moines and Tukwila each operate their own municipal courts; and

WHEREAS, Tukwila conducts arraignments and other court proceedings for individuals who are in custody via video connections with King County Jail Facilities; and

WHEREAS, Tukwila is willing to extend such video court operations to cover arraignments and other court proceedings for Des Moines' defendants and inmates held in King County Jail facilities, provided that Des Moines pay a reasonable and proportional share of the costs of said video court services; and

NOW, THEREFORE, in consideration for the mutual covenants and promises set forth in this Agreement, and in the exercise of authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW, Tukwila and Des Moines do hereby agree to the following:

1. Purpose. The purpose of this Agreement is to provide certain video-related municipal court services to Des Moines by using some Tukwila Facilities, materials and personnel.
2. Administration. The Tukwila Court Administrator shall be responsible for the administration of this agreement. No joint acquisition of real or personal property is contemplated hereunder. Tukwila agrees that court services provided under this Agreement will reflect input provided from time to time by the Des Moines Municipal Court Judge and/or the Des Moines Court Services Manager.
3. Responsibilities and Duties. Tukwila will provide video court services for Des Moines, and Des Moines will assist Tukwila in providing such services, as generally described in Exhibit "A". The specific services and manner of service delivery described on Exhibit

"A" are subject to revision, update and modification as agreed in writing by the Municipal Court Judges for Des Moines and Tuskwila; provided, however, any modification that results in increased costs or charges shall be subject to review and approval by the City Managers for each city.

Des Moines Municipal Court Video Proceedings Authorized to Occur through Tuskwila Municipal Court Facilities and Staff.

(a) Authorization. By this Agreement, Des Moines is authorizing Des Moines Municipal Court proceedings to occur through use of Tuskwila Municipal Court facilities, judges and staff, including without limitation video arraignment and other court proceedings via video for Des Moines' cases involving subjects who are incarcerated in King County Jail facilities. Des Moines hereby designates the Tuskwila Municipal Court to operate as the municipal court for Des Moines in performing services authorized under this Agreement.

(b) Appointment of Judge(s). To effectuate this Agreement, Des Moines has appointed the Tuskwila municipal judge as a pro tem judge for the City of Des Moines, and will from time to time appoint sufficient numbers of Tuskwila pro tem judges to serve as pro tem judges for Des Moines. Compensation for judges and pro tem judges who perform work under the provisions of this Agreement shall be the responsibility of the City of Tuskwila, as the payment provided by Des Moines to Tuskwila under the following section reflects consideration of such costs.

5. Compensation for Court Services. As full and adequate compensation for services provided by Tuskwila under the provisions of this Agreement, Des Moines will pay Tuskwila \$1,400.00 per month, which payment shall be processed in the time and manner established by mutual agreement of the Finance Managers for the two cities. In entering into this Agreement for certain municipal court services, Tuskwila and Des Moines have considered, pursuant to RCW 39.34.180, the anticipated costs of such services (including compensation for the judge or pro tem judges), the anticipated and potential revenues to fund the services, including fines and fees, criminal justice funding, and state sales tax funding levied for criminal justice purposes.

Indemnification

(a) Des Moines Ordinances, Rules and Regulations. In executing this Agreement, Tuskwila does not assume liability or responsibility for or in any way release Des Moines from any liability or responsibility which arises in whole or in part from the existence or effect of Des Moines ordinances, rules, or regulations, policies or procedures. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any Des Moines ordinance, rule, or regulation is at issue, Des Moines shall defend the same at its sole expense and if judgment is entered or damages are awarded against Tuskwila, Des Moines, or both, Des Moines shall satisfy the same, including all chargeable costs and attorneys' fees.

- (b) Tukwila Indemnification of Des Moines. Tukwila shall indemnify defend, and hold harmless Des Moines, its officers, agents and employees, from and against any and all claims, actions, suites, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorneys fees in defense thereof, for injuries, sickness or death of persons (including employees of Tukwila), or damage to property, or the violation of any person's civil rights, which is caused by or arises out of Tukwila's acts, errors or omissions with respect to the subject matter of this agreement; provided, however,
 - (i) That Tukwila's obligation to indemnify, defend and hold harmless shall not extend to injuries, sickness, death, damage or civil rights violations caused by or resulting from the sole actions or negligence of Des Moines, its officers, agents or employees; and
 - (ii) Tukwila's obligation to indemnify, defend, and hold harmless for injuries, sickness, death, damage or civil rights violations caused by or resulting from the concurrent actions or negligence of Tukwila and Des Moines shall apply only to the extent that Tukwila's actions or negligence caused or contributed thereto.
- (c) Des Moines Indemnification of Tukwila. Des Moines shall indemnify defend, and hold harmless Tukwila, its officers, agents and employees, from and against any and all claims, actions, suites, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorneys' fees in defense thereof, for injuries, sickness or death or persons (including employee of Des Moines), or damage to property, or the violation of any person's civil rights, which caused by or arises out of Des Moines' acts, errors or omissions with respect to the subject matter of this agreement; provided however
 - (i) That Des Moines' obligation to indemnify, defend and hold harmless shall not extend to injuries, sickness, death, damage or civil rights violations caused by or resulting from the sole actions or negligence of Tukwila, its officers, agent or employees; and
 - (ii) Des Moines' obligation to indemnify, defend and hold harmless for injuries, sickness, death, damage or civil rights violations caused by or resulting from the concurrent actions or negligence of Des Moines and Tukwila shall apply only to the extent that Des Moines' actions or negligence caused or contributed thereto.

7. Actions Contesting Agreement. Each party shall appear and defend any action or legal proceeding brought to determine or contest: (i) the validity of this Agreement and/or (ii) the legal authority of Tukwila and/or Des Moines to undertake the activities contemplated by this Agreement. If both parties to this Agreement are not named as parties to the action, the party named shall give the other party prompt notice of the action and provide the other an opportunity to intervene. Each party shall bear any costs

and expenses taxed by the court against it; any costs and expenses assessed by a court against both parties jointly shall be shared equally.

8. Independent Contractor. Each party to this Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make any employee of Tukwila a Des Moines' employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded Des Moines' employees by virtue of their employment. Nothing in this Agreement shall make any employee of Des Moines a Tukwila employee for any purpose, including but not limited to for withholding taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded Tukwila employees by virtue of their employment. At all times pertinent hereto, employee of Des Moines are acting as Des Moines employees and employees of Tukwila are acting as Tukwila employees.
9. Notice. Any Notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent by certified or registered mail, return receipt requested, addressed as follows, or to such other address as may be designated by the addressee by written notice to the other party.

To Des Moines:
Tony Piasecki, City Manager
City of Des Moines
21630 11th Avenue So. Suite "A"
Des Moines, WA 98198

To Tukwila:
John McFarland, City Administrator
City of Tukwila
6200 Southcenter Blvd.
Tukwila, WA 98188

10. Partial Invalidity. Whenever Possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement, which shall prove to be invalid, void or illegal shall in no way affect, impair, or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect. Notwithstanding the foregoing, this Agreement shall be subject to re-negotiation as provided in this Agreement.

11. Assignability The rights, duties, and obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

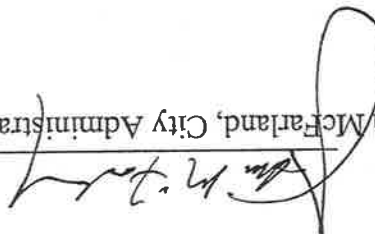
12. Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them regarding the subject matter hereof. There are no other representations, agreements, or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement. No amendment of, or supplement to, this Agreement shall be valid or effective unless made in writing and executed by the parties hereto.
13. Mediation/Arbitration Clause. 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.
14. Captions. The section and paragraph captions used in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of the this Agreement
15. Duration and Termination. The term of this Agreement shall be for a period of **two (2) years**, provided, however, the Agreement is subject to cancellation upon written notice from either party, which notice shall be delivered no less than 90 days before the intended date of cancellation.
16. Ratification and Confirmation. All acts taken prior to the execution of this Agreement that are consistent with the intent and purpose of same are hereby ratified and confirmed, including without limitation all video court proceedings conducted by

Tukwila prior to execution of this Agreement and Des Moines' corresponding obligation to make proper payment for such service.

DATED this 14th day of February, 2003

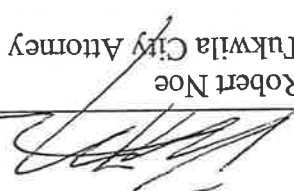
CITY OF TUKWILA

CITY OF DES MOINES



John McFarland, City Administrator

Approved as to Form:



Robert Noel
Tukwila City Attorney

By _____
Tony Piasecki, City Manager

Approved as to Form:

Linda Marousek
Des Moines City Attorney

Exhibit "A"

Tukwila Municipal Court Responsibilities

- a) The judge will call cases by name to the counsel table in consultation with the VAC for the preferred order. Standard practice will be to hear Des Moines cases prior to Tukwila cases. For each jurisdiction, the court will call women first followed by Seattle transports, followed by all others in number order of the DISCIS calendar.
- b) The Tukwila clerk will fax the completed and signed orders to the VAC for defendants' signature and make a copy for the defendant and for the jail. The VAC will direct the defendant to sign the orders as required and retain the orders until the conclusion of the calendar.
- c) At the conclusion of the calendar, the VAC will fax copies of all releases to the Tukwila clerk for certification. The Tukwila clerk will docket all video court proceedings for Des Moines cases and set cases for future court hearing as necessary.
- d) If a no contact order or a soap order is required, the Tukwila clerk will fax the signed order to the studio for the defendants signature and the VAC will make copies of the signed order for the defendant and fax the signed copies to Tukwila

Des Moines Municipal Court Responsibilities:

- a) Unless modified by separate written agreement, Des Moines shall be responsible for providing prosecution services (particularly recommendations as to bail or plea agreements) for all misdemeanors and infractions that are filed on its behalf.
- c) Des Moines shall provide public defense services as needed for its cases and cover all public defense costs for indigent defendants who are charged with misdemeanors under its jurisdiction.
- c) Jail Costs. Des Moines is responsible for incarceration arrangements for its defendants and the cost for such incarceration.
- d) Calendar preparation. The Des Moines clerk will receive a faxed copy of the jail booking recap and will calendar the defendants for the appropriate scheduled video court time. Once the calendar is prepared, the Des Moines clerk will fax the calendar and all relevant documents to Tukwila by 8:30 am.
- e) Des Moines shall provide all necessary Court forms to include, but not limited to, Judgment and Sentence, S.O.A.P. & S.O.D.A Orders, Release forms, No Contact Orders, and other forms as may be necessary.

A G E N D A I T E M

SUBJECT:

Financial match for EDA grant
RE: The Southwest King County Economic
Development Initiative (SWKCEDI)

ATTACHMENTS:

1. Letter from City of Des Moines to
King County detailing responsibilities
of grant

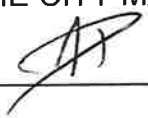
AGENDA OF: June 12, 2003

DEPT. OF ORIGIN: Community Dev. 

DATE SUBMITTED: June 4, 2003

CLEARANCES:

[] LEGAL _____

APPROVED BY THE CITY MANAGER
FOR SUBMITTAL 

Purpose and Recommendation:

The purpose of this agenda item is to request Council's approval of \$3,750. These funds will be used as a match for a \$50,000 Economic Development Administration grant.

Suggested Motion:

"I approve the expenditure of \$3,750 to be used as the City of Des Moines' match to the Economic Development Administration's Trade promotion grant and authorize the City Manager to transfer these funds to King County based on the approved scope of work from EDA and the King County's agreement to Attachment 1".

Background:

The recession has hit King County particularly hard. Over the past two years the County has lost 91,000 jobs, which constitutes 90% of the statewide job loss. Southwest King County is particularly sensitive to economic trends because its population has historically lagged behind King County in terms of household income and employment.

In an attempt to deal with the particular economic development issues of this area, three years ago the cities of Burien, Des Moines, Tukwila, Normandy Park, SeaTac, unincorporated Highline, the Port of Seattle and King County joined to create the Southwest King County Economic Development Initiative (SEKCEDI). In 2002 Highline Community College joined this coalition.

During its existence, the Initiative has had several successes including the new Southwest King County Small Business Development Center located at Highline Community College.

Now the coalition is proposing to establish the Southwest King County Trade Promotion Program.

Discussion:

The Southwest King County Trade Promotion program will encourage small to medium-sized companies to export by educating them to the advantages of expanding markets overseas and by identifying the range of export support resources available in the Region. In addition, complementary activities will include studying the feasibility of establishing a foreign trade zone in Southwest King County and working with the US Customs Service to make international trade easier for small and medium-sized firms.

Alternatives:

1. Approve the request of \$3,750 for the export promotion program based on King County's agreement to the conditions detailed in Attachment 1.
2. Do not approve the request of \$3,750 for the export promotion program

Financial Impact:

If approved, there will be a \$3,750 impact to the General Fund. Permit fees will offset this expenditure. Each city in the SWKCEDI plus the Port of Seattle has agreed to participate in this program. Highline Community College is providing office space and administrative support for this program. This program will be funded for \$100,000: \$50,000 in EDA funds and \$50,000 from the SEKCEDI (\$30,000 cash, \$20,000 in-kind). King County will serve as fiscal agent. If full funding is not received from the other partners King County will not accept the grant and this allocation will not be expended. In no event will the City be required to allocate additional funding for this project.

Recommendation/Conclusion:

Approval of the request is recommended.

Concurrence:

None

June 27, 2003

Ray Moser, Manager
Office of Business Relations and Economic Development
516 Third Avenue, Room 420
Seattle, WA 98104

Dear Mr. Moser,

Based on the following conditions the City Council of the City of Des Moines by affirmative motion has authorized me to approve the expenditure of \$3,750 as the City's portion of the Export Promotion grant from the US Economic Development Administration.

1. King County shall act as the fiscal agent of the grant for the Southwest King County Economic Development Initiative, which consists of the cities of Burien, Normandy Park, SeaTac, and Tukwila, the Port of Seattle Highline Community College and King County. The agreement with EDA to accept the grant and fulfill its conditions shall be signed by King County only.
2. The \$50,000 grant is contingent upon having in hand \$30,000 in cash and \$20,000 in in-kind services. The activities to be completed under the grant shall be contained in the approved scope of work from EDA that will be sent to the City for my review and approval prior to expenditure of the city's funds.
3. Supervision of the grant activities will be the responsibility of the Initiative's Executive Committee, which is comprised of one City Councilmember from each City, a Port Commissioner, the President of Highline Community College and a senior executive of King County.
4. At the end of the grant period King County will be responsible to submit a report to EDA detailing the grant activities based on the scope of work.
5. The City of Des Moines shall be responsible for \$3,750 only. If the full amount of the matching money in cash is not committed at time of grant approval, King County will not accept the grant and Des Moines' share of the grant match will not be expended.

If you agree with these terms and conditions, please sign below and return one copy to the City.

Sincerely,

ATTACHMENT 1

Tony Piasecki
City Manager

On behalf of King County I agree with the terms and conditions detailed in this letter:

Ray Moser,
Manager, King County Office of Business Relations and Economic Development

PRELIMINARY
REGULAR MEETING DES MOINES CITY COUNCIL

MINUTES

May 8, 2003

The regular meeting of the Des Moines City Council was called to order at 7:35 p.m. by Mayor Steenrod in the City Council Chambers, 21630 11th Avenue South, Suite B.

PLEDGE OF ALLEGIANCE to the Flag was led by Mayor Pro Tem Benjamin.

ROLL CALL - Present: Mayor Maggie Steenrod, Mayor Pro Tem Richard Benjamin, Councilmembers Gary Petersen, Bob Sheckler, Scott Thomasson and Susan White. Also in attendance were City Manager Tony Piasecki, Assistant City Manager Corbitt Loch, City Attorney Linda Marousek, Harbormaster Joe Dusenbury and City Clerk Denis Staab.

AGENDA REVISION

Mayor Steenrod announced that she will take comments from the public later in the meeting.

BOARD & COMMITTEE REPORTS

Park and Recreation Draft Master Plan

Councilmember Sheckler reported that he attended a meeting of the Ad Hoc Parks, Recreation and Sr. Services Master Plan Citizens Committee on April 30th to review the conceptual draft Plan for City Parks. He stated that he felt the Committee did a brilliant job even though the plan is massive. The purpose of the meeting was to prioritize projects to 3 or 4 main issues. He outlined those as follows:

1. Activity Center - to complete the project.
2. Steven J. Underwood Memorial Park - to complete the project.
3. Des Moines Beach Park - environmental/structural concerns. Prepare list of items that can be realized and review this at next meeting.
4. Midway Park - complete installation of lighting.

Councilmember Sheckler encouraged Councilmembers to meet with the Committee to discuss priorities that can be accomplished in a reasonable amount of time.

City Manager Evaluation Committee

Councilmember Thomasson reminded Councilmembers to get their evaluations to him so he can assemble the results and schedule a meeting soon.

Public Safety & Transportation Committee - Police Memorial Day

Mayor Pro Tem Benjamin encouraged everyone to attend the Des Moines Police Department observance on May 12th at the Police Department's Flag Plaza. The ceremony will be from 11 to 11:30 a.m.

Dollars for Scholars

Mayor Pro Tem Benjamin reported attending the fund raising event. He remarked that there was wide community support for the successful event.

Happy Birthday

Mayor Pro Tem Benjamin announced that it is Mayor Steenrod's birthday and he wished her a happy one.

Municipal Facilities Committee

Mayor Steenrod noted that the Committee will be meeting in the next few weeks to continue review of the Marina Master Plan.

ADMINISTRATION REPORTS

Mr. Mike Dannels - Request to Remove Gate Across Driveway

City Manager Piaslecki advised Council that the City's review of Mr. Dannels' engineers report has been completed and a letter from the City's engineering department has been sent to Mr. Dannels regarding some issues staff had with the report.

Apology

City Manager Piaslecki apologized for the tardiness in getting the agenda item regarding Draft Ordinance No. 03-116 to Council for their review.

CONSENT CALENDAR was read by City Clerk Staab.

1. Motion is to approve the special and regular minutes of April 24, 2003.

2. Findings: Vouchers audited and certified by the auditing officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, have been recorded on a listing which has been made available to the City Council.

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

Claim checks #85082 through #85260 & electronic fund transfers in the total amount of \$618,058.94

Payroll fund transfers in the total amount of \$339,108.30

3. Motion is to recognize the week of May 11, 2003 through May 17, 2003 as *National Police Week* and May 15, 2003, as *Police Memorial Day* in Des Moines.

MOTION was made by Councilmember White, seconded by Councilmember Thomasson and passed unanimously, to approve the Consent Calendar as read.

OLD BUSINESS

Draft Resolution No. 03-088-B Waterland Festival for 2003

Mayor Steenrod distributed a sheet of options that the Chamber Board approved for consideration by Council. She noted the following for an alternative Resolution 03-088-C as follows:

- Sec. 1(6)(d) "There shall be no Waterland pub or other beer garden."
- Section 3 [add the following language] . . . "if the Chamber requests it."

MOTION was made by Mayor Steenrod, seconded by Councilmember Petersen, to approve Draft Resolution No. 03-088-B.

Councilmember Sheckler expressed concern over Section 1(1) and the Chamber accepting the responsibility to defend and hold the City harmless from any liability concern over Waterland. He referenced a pending claim regarding Waterland that the City had received. He proceeded to read excerpts of correspondence from the City's legal representative which indicated the Chambers failure to respond to requests to provide legal counsel to defend and hold the City harmless in this case. He advised that he cannot enter into a new agreement until this issue is resolved.

Upon questioning by Council, City Attorney Marousek responded that from a legal standpoint, she is comfortable with the language contained in the resolution to protect the City of Des Moines.

Councilmember White expressed concern that if the current claim is not resolved it could cost the City money it cannot afford during this time of a budget crunch. She also noted that she is still opposed to having a beer garden at the festival.

Councilmember Thomasson commented that it would appear that the Chamber of Commerce is not honoring last years resolution which permitted the Festival. He noted that Waterland has changed over the years and it might be interesting to see the last 10 to 15 years worth of Waterland resolutions. He stated that he does not believe there is a need for the beer garden in the middle of the Marina parking lot. He still questioned what the revenue and expenditures are for the Festival. He noted that it is the Chamber's issue on how to raise funds to run the Chamber. Therefore the choices of whether to have fireworks or a parade are the Chamber's decisions.

MOTION was made by Mayor Steenrod, and seconded, to amend the original motion to Draft Resolution No. 03-088-C, which changes Section 1(6)(d) "There shall be no Waterland pub or other beer garden, and Section 3 add the following "if the Chamber requests it."

Mayor Pro Tem Benjamin expressed concern that if there is no beer garden there will be no funding for a fireworks show.

Councilmember Sheckler again expressed concern regarding the Chamber's refusal to resolve the pending issue from last years Festival.

Assistant City Attorney Brown noted that the chamber is in breach of their obligation regarding last years Festival. However, he felt language can be inserted to this years resolution that would cover any concerns regarding holding the City harmless.

Mayor Steenrod advised that as of May 6th, the Chamber President was directed by the Board to contact legal counsel to defend the City.

8:25 p.m. Executive Session

At the Mayor's request, City Attorney Marousek announced that the City Council will convene in an Executive Session for approximate 15 minutes to discuss with legal counsel representing the City litigation or potential litigation to which the City is, or is likely, to become a party and about which public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the City.

8:40 p.m. Assistant City Manager Loch announced that the Executive Session will last approximately another 5 minutes.

At 8:43 p.m. the Executive Session adjourned with no formal action taken.

8:52 p.m. Council reconvened into open session.

MOTION was made by Councilmember White, seconded by Councilmember Petersen and passed unanimously, to move further discussion on this item to later on the Agenda.

NEW BUSINESS

Draft Ordinance No. 03-116 Hearing Examiner Code & Civil Violation Ordinance Amendments - 1st Reading

City Attorney Marousek advised Council that the purpose of the ordinance is to improve the expertise and efficiency of City administrative land use hearings. She noted that since 1999, minor land use matters have been heard in Des Moines Municipal court as civil violations. The City's new Hearing Examiner strongly recommends that rather than holding those hearings in Municipal Court, land use hearings could be improved by using the Hearing Examiner. She cited the following in support of the draft ordinance: it would clear a time-consuming and contentious caseload from the Court dockets; make good use of the Hearing Examiner's specialized expertise; and it would bring our minor land use hearing process into compliance with the integrated land use hearing requirements of RCW and DMHC.

MOTION was made by Mayor Pro Tem Benjamin, seconded by Councilmember White, to suspend Council Rule 26(b) in order to enact Draft Ordinance No. 03-116 on first reading.

Councilmember Thomasson stated that since he received this agenda item late, he cannot support passing the ordinance this evening. He personally wishes to research the issues in more detail.

Councilmember Sheckler expressed agreement with Councilmember Thomasson.

VOTE ON MOTION: Motion failed unanimously.

MOTION was made by Councilmember Thomasson, seconded by Councilmember Sheckler, to pass Draft Ordinance No. 03-116 on to a second reading to a date to be set by the Mayor and City Manager.

Councilmember Thomasson noted that the subject states "administrative land use hearings" but referencing page 3 of the draft ordinance where it shows the regulations that are governed, there are regulations contained within Title 5, Title 12, Title 14, Title 15, Title 18 and Title 19. He stated that most of these regulations are not land use land regulations, but many other City business issues. He felt Council needs to review whether some of these issues should really be sent to the Hearing Examiner.

City Attorney Marousek advised that in the existing Code sections listed in Titles 5, 7, 12, 14, etc. most of them, at this time, go to the Hearing Examiner under specific provisions of each title. She noted that the Civil Violation process that Council passed in 1999, was in conflict with the specific provisions of the various subsections referred to in the draft ordinance. She agreed

that the title section of the draft ordinance may be a little confusing and the term administrative land use hearings is too general. She further advised that the attempt was to put all of the Administrative items back to the Hearing Examiner. She noted that items in the City's Code described as Civil Infractions will still go before the Judge, while Civil Violations or Civil Penalties they will go to the Hearing Examiner. She informed Council that the Hearing Examiner process is much speedier and more informal than going through the Court process.

Councilmember Thomasson requested that the City Attorney provide some examples for Council's review when this item comes back for consideration.

Upon questioning by Council, City Attorney Marousek noted that an appeal from a Civil Infraction would be made to Superior Court. She further noted that items that go before the Hearing Examiner are mostly land-use petition actions and they would be LUPA appeals under State law.

As the City Attorney stressed that time was of the essence regarding this item, Mayor Steenrod advised that she will place this item on the May 22, 2003 agenda.

VOTE ON MOTION: Motion passed unanimously.

Selection of City Delegate for 2003 AWC Annual Business Meeting

City Manager Piasecki noted the AWC annual business meeting will be June 20th. The City Council may choose up to three voting delegates to attend vote on behalf of the City.

Councilmembers Sheckler and White are already registered for the meeting and Mayor Steenrod stated her intent to also attend.

MOTION was made by Councilmember Thomasson, seconded by Councilmember Petersen, to appoint Mayor Steenrod and Councilmembers Sheckler and White as the City's voting delegates. Motion passed unanimously.

Continued Discussion - Draft Resolution No. 03-088-B Waterland Festival 2003

City Attorney Marousek advised that a 2nd draft of Draft Resolution No. 03-008-B has been prepared for Council's consideration. She noted the following changes:

- Section 1(1) - Additional language: "and an authorized official of the Chamber of Commerce shall sign a written agreement, on behalf of the Chamber of Commerce, that approval of this Waterland Resolution for 2003 does not constitute a waiver of the Chamber's obligation to defend and hold the City of Des Moines harmless from any liability which may result or may have resulted from the conduct of the Waterland event or its activities in any prior year."
- Section 1(6) - to read: "An authorized official of the Chamber of Commerce shall execute a written agreement, on behalf of the Chamber of Commerce, acknowledging . . ." Striking the words "acknowledge in writing".

Upon questioning by Councilmember Thomasson why in Section 1(6)(j) the walking path will not be available during festival hours, Mayor Steenrod responded that she believed the problem was possible liability by erecting fencing behind the carnival grounds, on the gravel, to the west. She advised that the intent was to allow the through path during the morning hours when most people were walking.

Harbormaster Dusenbury felt that with the elimination of the beer pub, perhaps part of the launch deck could be fenced off to allow a walking path.

A FRIENDLY AMENDMENT was accepted to strike "prior to the festival opening each day. The walking path will not be available during festival hours for safety reasons.", so Section 1(6)(j) will now read: "The Chamber of commerce shall provide for a walking path through or around the festival grounds."

Carole Elrod, Chamber Executive Director, noted the Chamber has additional concerns in putting the fencing along the west side of the Marina. She advised that the fencing being open throughout the festival would increase foot traffic in the evening, which may incur additional secure issues. She also cited potential risk to pedestrians walking during the setting up or tearing down of the carnival. She further noted that the cost of that fencing will be significant, which would take away from something else.

Mayor Pro Tem pointed out that when pedestrians are going from the south side to the north side there is a stairway, that the Chamber is going to mark, so folks can go up to 6th Avenue and then come back down.

Councilmember Thomasson noted that if that stairway is marked then that would meet his needs for pedestrian access.

After further discussion, it was a consensus of the Council that if the festival is not broken down by a reasonable hour, then work should stop at a reasonable hour, until the next day. Also the Chamber and Council will need to begin this process earlier next year.

VOTE ON MOTION: Motion passed unanimously.

9:42 p.m. Mayor Steenrod called for a 7 minute break.

COMMENTS FROM THE PUBLIC

David Goretski, 21839 marine View Drive S

Mr. Goretski spoke to Council in support of the proposed Grandview Park Off-Leash Area for the south King County area. He noted that over 1,200 citizens have joined in support. He advised that 8 cities are involved with one time funding contributions based on the city's population, and requested support from Des Moines. He left written material to be distributed to Councilmembers regarding the proposal.

Jack Cunningham, Des Moines Resident Since 1967

Mr. Cunningham remarked that when he first came to the Des Moines the Waterland Festival was a nice little family/citizen unorganized pleasant day. He felt it has turned in to what he termed "Des Moines' scuz ball meeting". He felt it is unattractive, unhealthy and felt he spends more time talking to Police to remove people off the breach and private property than enjoying the festival. He requested Council take a good hard look at whether the Festival is beneficial. Mr. Cunningham further stated that Council has an opportunity to appoint someone to fill a vacancy on the Council and that all the candidates are well intentioned people. He called

Council's attention to the fact that Des Moines' population is 18% minority and he expressed hope that the Council will give serious thought to appointing a minority to the Council to give full representation to that part of the population that is not presently represented.

Florence McMullin, 914 South 248th

Ms. McMullin expressed pleasure that the Council has resolved a lot of the issues regarding Waterland and thanked Council for working together.

Earline Byers, 22315 6th Avenue South

Ms. Byers informed Council about the first Waterland parade held in 1960 that ran south from South 216th to 227th, which was mostly children. She presented Council with a Waterland Survey that was taken of the condominium residents of The Mariner, Cliff House and South Shores. She suggested that the survey may help Council look for ideas for future Waterland Festivals and work together to address needs and concerns of residents and businesses, and then look at what would serve the visitors that come to Des Moines.

10:00 p.m. Executive Session

Mayor Steenrod announced that the Council will convene into an Executive Session. At the request of Mayor Steenrod, City Attorney Marousek announced that the purpose of the executive session is to evaluate the qualifications of a candidate for appointment to elective office. However, any interview of such candidate and final action appointing a candidate to elective office shall be in a meeting open to the public. The Council expects to reconvene in an open public meeting at 10:30 p.m. at which time an action may or may not be taken, depending on the results of discussion in Executive Session concerning the item on the agenda, which is narrowing the candidate field.

10:27 p.m. the Council reconvened in to open public session.

Determination of Finalists for Vacant, Unexpired Council Position #2

MOTION was made by Mayor Steenrod, seconded by Mayor Pro Tem Benjamin, to invite back the following Council applicants for a second interview on May 22, 2003: Bob Back, Edwina Martin-Arnold, Scott McCarty, Dan Sherman and Brenda Siegrist. Motion passed unanimously.

NEXT MEETING DATE

Regular Meeting May 22, 2003

ADJOURNMENT

At 10:29 p.m. **MOTION** was made by Mayor Pro Tem Benjamin, seconded and passed unanimously, to adjourn.

Respectfully submitted,

Denis Staab, City Clerk

ACTION ITEMS FROM 5/8/03 COUNCIL MEETING

Draft Ordinance No. 03-116 Hearing Examiner Code & Civil Violation Ordinance Amendments

- City Attorney to prepare list of examples of Civil Violations versus Civil Infractions

PRELIMINARY
SPECIAL MEETING DES MOINES CITY COUNCIL

MINUTES

May 22, 2003

The special meeting of the Des Moines City Council was called to order by Mayor Pro Tem Benjamin at 6:37 p.m. in the City Hall Conference Room, 21630 11th Avenue South.

ROLL CALL - Present: Mayor Pro Tem Richard Benjamin and Councilmembers Gary Petersen (arrived at 7:00 p.m.), Bob Sheckler, Scott Thomasson and Susan White. Absent: Mayor Maggie Steenrod. Also present were City Manager Tony Piasecki, Assistant City Manager Corbitt Loch, City Attorney Linda Marousek, Assistant City Attorney Richard Brown, Public Works Director Tim Heydon (left at 7:00 p.m.) and Assistant City Engineer Maiya Andrews (left at 7:00 p.m.).

Mayor Pro Tem Benjamin announced that the Council would hold an Executive Session for approximately 20 minutes to discuss real estate matters, about which public knowledge might have an adverse impact on price to the detriment of the City.

No formal action was taken.

At 7:00 p.m., Councilmember Petersen joined the meeting. Public Works Director Heydon and Assistant City Engineer Andrews left the meeting.

At 7:00 p.m., Mayor Pro Tem Benjamin announced that the Council would hold an Executive Session for approximately thirty minutes to discuss with legal counsel representing the City litigation or potential litigation to which the City was or was likely to become a party, and about which public knowledge regarding the discussion was likely to result in an adverse legal or financial consequence to the City.

No formal action was taken.

ADJOURNMENT

The Executive Session adjourned at 7:28 p.m.

Respectfully submitted,

Linda A. Marousek
City Attorney

PRELIMINARY
REGULAR MEETING DES MOINES CITY COUNCIL

MINUTES

May 22, 2003

The regular meeting of the Des Moines City Council was called to order at 7:35 p.m. by Mayor Pro Tem Benjamin in the Council Chambers, 21630 11th Avenue South, Suite B.

Mayor Pro Tem Benjamin announced that he would lead the meeting as Mayor Steenrod had laryngitis.

PLEDGE OF ALLEGIANCE to the Flag was led by video operator Dick Thomas.

ROLL CALL - Present: Mayor Maggie Steenrod, Mayor Pro Tem Richard Benjamin, Councilmembers Gary Petersen, Bob Sheckler, Scott Thomasson, and Susan White. Also present were City Manager Tony Piasecki, Assistant City Manager Corbitt Loch, City Attorney Linda Marousek, Public Works Director Tim Heydon, Harbormaster Joe Dusenbury, Code Enforcement Officer Nancy Uhrich, and Deputy City Clerk Angela Chaufy.

AGENDA REVISION

Interview of Finalists for Vacant, Unexpired Council Position #2 and Potential Selection of Candidate to Fill Position

MOTION was made by Mayor Pro Tem Benjamin, seconded by Councilmember Thomasson, and passed unanimously to reschedule the finalist interviews to June 5, 2003.

City Manager Piasecki explained that an applicant had submitted an application prior to the deadline but had not been interviewed as his application was lost. The Mayor has suggested that this applicant also be interviewed on June 5th. If anyone else believes they should have been interviewed and can provide reasonable evidence that the application was turned in to City Hall in a timely manner, they should contact the City Clerk at (206) 878-4595.

COMMENTS FROM THE PUBLIC

Bob Pond, 23116 30th Avenue South

Mr. Pond informed Council that Ordinance 1320 which provides for the licensing of overnight lodgings was working in his neighborhood. He commended Council for taking action to clean up the area.

Mike Foote, Des Moines Marina

Mr. Foote announced his resignation as President of the Chamber of Commerce and declared his candidacy for Des Moines City Council.

Rick Edwards, 909 South 278th Place

Upon the advice of the City Attorney, Mayor Pro Tem Benjamin limited Mr. Edwards' comments to non-lawsuit issues.

Mr. Edwards said that he had obtained information regarding private road requirements for the cities of Federal Way, SeaTac, Kent, Auburn, and Normandy Park. He asked the Clerk to distribute the information to Council.

BOARD & COMMITTEE REPORTS

David Litowitz, 2715 57th NE, Seattle
As a builder, Mr. Litowitz asked Council to vote against the proposed traffic impact fee ordinance. He said that the adoption of the proposed ordinance would create an unpredictable climate for the developers and homebuyers and place an unnecessary burden on them. If Council wished to adopt traffic impact fees, he requested that Council adopt Option 3.

Alex White, 22030 7th Avenue South, #204
Mr. White asked Council to consider reality versus projection while considering traffic impact fees. He said that the remaining house construction projects in Des Moines would be on difficult lots. Mr. White told Council that, if traffic impact fees were adopted, his Cedar Brook project might not be financially feasible.

Waterland Festival Beer Garden

Councilmember Petersen asked that Council consider allowing a Beer Garden at the Waterland Festival during the June 5, 2003 meeting.

The Mayor confirmed the placement of the item on the June 5, 2003 agenda.

South County Area Transportation Board

Councilmember White reported that the South County Area Transportation Board had met to discuss transportation issues.

Des Moines News' Article – "Over The Fence"

Councilmember Sheckler stated that he found the comments of Chamber Of Commerce Executive Director Carole Elrod quoted in the Des Moines News' article "Over the Fence" regarding trust very encouraging.

New Speed Limit Signs

In response to Councilmember Thomasson's request, Public Works Director Heydon explained that the new "Reduced Speed - 25" signs provided advance warning to the drivers of an upcoming reduction in speed. The speed limit still changed at the actual speed limit sign.

Councilmember Thomasson suggested that the information be reported in the City's newsletter. Councilmember Petersen said that consideration should be given to people travelling down various steep grade roadways in the area. The steep grades required drivers to ride their brakes down the hills.

City Manager Piasecki noted that Council set speed limits after consideration of the type, width, and surrounding conditions of the road.

ADMINISTRATION REPORTS

Drystack Storage

City Manager Piasecki stated that the City had not yet contracted with an engineering firm for dry stack design nor had they purchased a dry stack system. He said that the Harbormaster

would present a recommendation for design engineering services to Council within the next few weeks.

Des Moines Memorial Drive Open House

City Manager Piasecki invited all interested persons to attend an open house regarding the re-design of Des Moines Memorial Drive on June 11, 2003 at the Burien Library, 14700 6th Avenue Southwest, at 6:00 p.m. The open house would be sponsored by the cities of Normandy Park, Burien, SeaTac, and Des Moines.

Federal Tax Bill

City Manager Piasecki confirmed Council's direction for him to draft a letter to the local senators and representative for the Mayor's signature urging support for maintaining the local tax relief money in the Federal tax bill and to support a compromise. The proposed bill would provide approximately \$20 billion for state and local government relief.

CONSENT CALENDAR

Deputy City Clerk Chaufy read the consent calendar as follows:

1. Motion is to approve the special and regular minutes of May 1, 2003.
2. Findings: Vouchers audited and certified by the auditing officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, have been recorded on a listing which has been made available to the City Council.

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

Claim checks #85261 through #85441 & electronic fund transfers in the total amount of \$408,741.14

Payroll fund transfers in the total amount of \$343,082.41

3. Draft Resolution No. 03-125 [Assigned Res. No. 952] - Title: A Resolution of the City Council of the City of Des Moines, Washington, setting the time, date and place of the final assessment roll hearing for Local Improvement District No. 1-97-9.

MOTION is to approve Draft Resolution No. 03-125 setting a Public Hearing for LID 1-97-9 on June 26, 2003.

4. Motion is to approve the Interlocal Agreement with City of Fife for jail services and to authorize the City Manager to sign the agreement substantially in the form as submitted.
5. Motion is to approve the Consent Judgment & Decree of Appropriation in King County Superior Court Cause No. 02-2-19399-4 KNT and to authorize the City Attorney to approve said Judgment and Decree and present it to the court, for approval and entry, substantially in the form as submitted.
6. Motion is to approve the contract with Rakoz Electric for electrical service installation and equipment at Steven J Underwood Memorial Park in the amount up to \$25,980.38 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.

MOTION was made by Councilmember Thomasson, seconded by Councilmember Sheckler to approve the consent calendar as read.

Mayor Steenrod and Councilmember Petersen recused themselves from Item #5.

VOTE ON MOTION: Motion passed unanimously.

NEW BUSINESS

Draft Resolution No. 03-145 /Assigned Res. No. 953/ Authorizing the 2003 Fireworks Over Des Moines, July 4th

Harbormaster Dusenbury introduced Cliff Hanna, principal organizer of the event.

Mr. Hanna asked Council to authorize the 2003 Fireworks Over Des Moines event. He noted that the community affair was funded through donations from businesses, corporations, and private citizens. Mr. Hanna described the following schedule for the event:

Noon – Pyrotechnists begin set up.

6:00 p.m. – Two or three food vendors sell food in the Marina.

10:00 p.m. – The fireworks show begins.

Harbormaster Dusenbury noted that the pier would close at noon to allow for set-up and the public launch would close one hour earlier than usual to minimize vehicle pedestrian traffic conflicts. The approximate cost for indirect services provided by the City would be \$1,000 while the cost for extra police service would be approximately \$1,200. The police services would be financed through event funding sources.

Councilmember Shekler said that he was pleased the organizers of the event would pay for the required police services.

MOTION was made by Councilmember Shekler and seconded by Councilmember White to adopt Draft Resolution No. 03-145, authorizing the 2003 'Fireworks Over Des Moines' event on July 4, 2003, at the Des Moines Marina.

Upon questioning from Councilmember Thomasson, City Attorney Marousek confirmed the hold harmless language in section 5 of the proposed resolution was sufficient.

VOTE ON MOTION: Motion passed unanimously.

At 8:10 p.m., Mayor Pro Tem Benjamin declared a five minute break.

OLD BUSINESS

Draft Ordinance No. 03-116 /Assigned Ord. No. 1321/ Administrative Land Use Hearings - 2nd Reading
City Manager Piascecki introduced Des Moines Code Enforcement Officer Nancy Uhrich and Kent Code Enforcement Officer Brian Swanberg.

City Attorney Marousek informed Council that the City of Kent has utilized the administrative land use process for nine years.

Mr. Swanberg explained that the City of Kent maintained their criminal code but had also adopted a civil process for code compliance issues. He felt the administrative land use hearing process was less intimidating and provided better education to the public. Mr. Swanberg described Kent's code compliance process to Council. He noted that 98-99% of the cases were resolved prior to any fee being accessed.

MOTION was made by Councilmember White and seconded by Councilmember Sheckler to enact Draft Ordinance No. 03-116 substantially in the form as attached on second reading, amending the City's civil violation hearing process.

In response to Councilmember Petersen's concerns regarding fines, City Attorney Marousek informed Council that the proposed ordinance would not amend the current fine schedule.

Mr. Swanberg noted that he and the Hearing Examiner had authority to use their discretion when setting fines. He estimated that the average claim was resolved within 30 to 60 days.

Code Enforcement Officer Uhrich stated that she felt the administrative land use hearing process would provide a more user friendly, expedient, and efficient system. She related her experience of taking Allison Park Apartments to court to gain compliance.

In regard to the wording of the motion, City Attorney Marousek confirmed that staff did not intend to change the wording of the proposed ordinance.

Councilmember Thomasson voiced support for the draft ordinance. He noted that the City's Hearing Examiner Code coordinated with other sections of the Code and suggested that Council review the Hearing Examiner code.

Upon Mayor Pro Tem Benjamin's request, Code Enforcement Officer Uhrich described the current code compliance process. She confirmed that the city addressed the concerns of those individuals who could not afford to pay for removal of the objects in violation.

VOTE ON MOTION: Motion passed unanimously.

At 8:42 p.m., Mayor Pro Tem Benjamin declared a five minute break.

Draft Ordinance No. 02-264 [Assigned Ord. No. 1322] Traffic Impact Fees - 2nd Reading
A new version of Draft Ordinance No. 02-264 was distributed to Council.

Councilmember Thomasson noted that Council and Council committees had studied transportation impact fees for several years. He proposed the following language for Section 4 of the draft ordinance:

The impact fee shall be phased in as follows: There shall be no traffic impact fee until July 1, 2005. From July 1, 2005 through December 31, 2005 the impact fee shall be seventy percent (70%) of the then-current base rate; for the calendar year 2006 the impact fee shall be eighty percent (80%) of the then-current base rate; for the calendar year 2007 the impact fee shall be ninety percent (90%) of the then-current base rate; for the calendar year 2008 and thereafter the impact fee shall be one hundred percent (100%).

He noted that the proposed language established a program to pay for needed traffic improvements.

MOTION was made by Councilmember Thomasson and seconded by Councilmember White to adopt the distributed version of Draft Ordinance No. 02-264.

In response to Mayor Steenrod's questioning, Assistant City Manager Loch explained that Section 3(a) and 3(b) proposed a modification of fees for specific areas that were already subject to Pacific Ridge Transportation Mitigation fee requirements.

Councilmember Thomasson explained that the Pacific Ridge Transportation Mitigation fees were based upon SEPA review. He noted that Section 3 of the proposed ordinance incorporated language from a previous Council action.

VOTE ON MOTION: Motion passed unanimously.

Draft Ordinance No. 03-075 Right-of-way & Park Use Permits - 1st Reading
Mayor Pro Tem Benjamin removed Draft Ordinance No. 03-075 from the agenda.

NEXT MEETING DATE - Study Session June 5, 2003

ADJOURNMENT

At 9:05 p.m., **motion** was made by Mayor Pro Tem Benjamin, seconded by Councilmember Sheckler, and passed unanimously to adjourn the meeting.

Respectfully submitted,

Angela M. Chaufy
Deputy City Clerk

ACTION ITEMS FROM 5/22/03 COUNCIL MEETING

Interview of Finalists for Vacant, Unexpired Council Position #2 and Potential Selection of Candidate to Fill Position

- Schedule interviews for June 5, 2003 meeting.

Waterland Festival Beer Garden

- Schedule discussion for June 5, 2003 meeting.

Federal Tax Bill

- Draft a letter for the Mayor's signature to the local senators and representative urging support for maintaining the local tax relief money in the Federal tax bill and to support a compromise.

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Property Acquisition for Pacific
Highway South Project
(Bartell Drug Property)

ATTACHMENTS: Consent Judgment &
Decree of Appropriation

FOR AGENDA OF: June 12, 2003

DEPT. OF ORIGIN: Legal

DATE SUBMITTED: June 2, 2003

CLEARANCES:

☒ Legal

**APPROVED BY CITY MANAGER
FOR SUBMITTAL:** 

PURPOSE AND RECOMMENDATION

This report is to seek City Council approval for the acquisition of right-of-way property and a temporary construction easement for the Pacific Highway South Improvement Project.

It is recommended that the council:

1. Approve the "Consent Judgment & Decree of Appropriation" in King County Superior Court Cause No. 02-2-19397-8 KNT, which provides for acquisition by the City, for \$162,645.00, of right-of-way property and a temporary construction easement, both of which are necessary for the Pacific Highway South Improvement Project; and
2. Authorize the City Attorney to approve and present to the court, for approval and entry, the "Consent Judgment & Decree of Appropriation" substantially in the form as submitted.

SUGGESTED MOTION: "I move to approve the "Consent Judgment & Decree of Appropriation" in King County Superior Court Cause No. 02-2-19397-8 KNT and to authorize the City Attorney to approve said Judgment and Decree and present it to the court, for approval and entry, substantially in the form as submitted.

BACKGROUND

On April 11, 2002, the City Council, through the exercise of its powers of eminent domain, enacted Ordinance No. 1302 for the acquisition of right-of-way property for the Pacific Highway South Improvement Project and directed the City Attorney to initiate court proceedings to carry out such acquisition. This court action is pursuant to such direction and the proposed "Consent Judgment & Decree of Appropriation" is a product of settlement negotiations with the property owners and their attorney.

DISCUSSION

This "Consent Judgment & Decree of Appropriation" provides for the acquisition in fee of a strip of right-of-way, (approx. 3,039 square feet) and a temporary construction easement (over approximately another 4,265 square feet) for a total of \$162,645.00 including attorney fees and appraisal fees.

ALTERNATIVES

This agreed settlement is based upon the City's most recent appraisal for the land taken, the cost to cure the damages from the loss or relocation of parking stalls, installation of a new store entrance to accommodate the relocated parking, and expert appraisal and attorney fees. The only alternative is a court trial which, in staff's opinion, would likely result in more cost to the City.

FINANCIAL IMPACT

This is the most efficient and least expensive way for the City to acquire this property and easement.

RECOMMENDATION

The City Attorney recommends the approval of this "Consent Judgment and Decree of Appropriation" as the most efficient and cost effective method of acquiring the subject property and easements.

**SUPERIOR COURT OF WASHINGTON
COUNTY OF KING**

**City of Des Moines, a Municipal
Corporation,**

Petitioner,

vs.

**Robert H. Schwab, Trustee of the Robert
and Louise Schwab Family Trust dated
January 16, 1984,**

Respondent

Case No: 02-2-19397-8 KNT

**Consent Judgment and
Decree of Appropriation re
Highway Property & Temporary
Construction Easement**

**SUMMARY OF JUDGMENT
(RCW 4.64.030)**

Judgment Creditor	Robert H. Schwab, Trustee of the Robert and Louise Schwab Family Trust dated January 16, 1984
Attorney for Judgment Creditor	John R. Tomlinson (WSBA # 14124)
Judgment Debtor	City of Des Moines, a Washington Municipal Corporation
Principal Judgment Amount	\$162,645.00
Pre-judgment Interest	Included in principal judgment amount
Post-judgment Interest	None, the Petitioner/City deposited \$66,151.00 into the court registry on 9/26/02 and will deposit the balance (\$96,494.00) on or before the date of this judgment
Attorney Fees	Included in principal judgment amount
Expert Fees	Included in principal judgment amount
Total Judgment Amount	\$162,645.00
Real Property Awarded	Ptn NW ¼, SE ¼, 09-22-04
Assessor's Tax Parcel Number(s)	215640-0301

Consent Judgment &
Decree of Appropriation re
Highway Property & TCE - 1

**Office of the Des Moines City Attorney
21630 11th Ave. South, Suite C
Des Moines WA 98198
Tel: 206-870-6553**

STIPULATED JUDGMENT & DECREE

This matter came before this court by stipulation of the parties upon the petition of the petitioner, City of Des Moines, seeking:

1. A determination of just compensation to be paid in money to the owner for the taking and appropriation of the subject property and a temporary construction easement;
2. A judgment and decree providing for payment of the just compensation; and
3. A decree of appropriation vesting title to the subject property in the petitioner and adjudging that the City of Des Moines is entitled to possession thereof.

The court has previously entered an adjudication of public use and necessity declaring

that the use for which the subject property is sought is a public use.

The parties, through their attorneys, have stipulated and approved this Consent Judgment and Decree of Appropriation. The petitioner has been represented in these proceedings by the Des Moines City Attorney. The respondent has been represented by John R. Tomlinson of Barokas, Martin, Ahlers & Tomlinson.

The petitioner has, or will have on or before the date of this judgment, deposited the full amount of the consent judgment into the registry of the court.

NOW, THEREFORE, in accordance with the parties' stipulation and agreement, it is hereby ORDERED, ADJUDGED and DECREED as follows:

1. The sum of One Hundred Sixty Two Thousand Six Hundred Forty Five and no/100 (\$162,645.00) Dollars represents the full amount of just compensation for the subject property;
2. Said sum includes, without limitation, compensation for the temporary construction easement, prejudgment interest, and reasonable attorney, expert and appraisal fees;
3. By this Decree of Appropriation, the petitioner, City of Des Moines, is granted the right to appropriate, use and take the following described property (the subject property):

A portion of that property described in instrument recorded under number 9811061874, records of King County, Washington, as follows:

Beginning at the southeast corner of the above said parcel, being 50.00 feet west of the center line of Pacific Hwy South SR (99); thence along the south line of said parcel North 88°15'50" West a distance of 7.02 feet to a point 57.00 feet west of said center line; thence parallel with and 57.00 feet west of

Consent Judgment &

Decree of Appropriation re

Highway Property & TCE - 2

1 said center line North 6°04'10" East a distance of 47.76 feet; thence North
2 7°58'00" West a distance of 41.23 feet to a point 67.00 feet west of said
3 centerline; thence parallel with and 67.00 feet west of said center line North
4 6°04'10" East a distance of 72.50 feet; thence North 15°31'54" East a
5 distance of 60.83 feet to a point 57.00 feet west of said centerline; thence
6 parallel with and 57.00 feet west of said center line North 6°04'10" East a
7 distance of 5.80 feet; thence North 40°56'01" West a distance of 33.43 feet to
8 the north line of said property; thence along north line South 88°15'50" East a
9 distance of 6.65 feet; thence South 48°27'28" East a distance of 30.47 feet to
10 a point 50.00 feet west of said centerline; thence parallel with and 50.00 feet
11 west of said center line South 6°04'10" West a distance of 231.15 feet to the
12 Point of Beginning, **containing 3039 square feet**, more or less.

13 4. As of the date hereof, all right, title and interest in and to the above described
14 property shall be and is hereby vested in the petitioner, City of Des Moines, in fee
15 simple absolute.

16 5. The petitioner, City of Des Moines, is also awarded and granted a temporary
17 construction easement over the following described property (the easement property):

18 A portion of that property as described in instrument recorded under
19 Recording Number 9811061874 records of King County, Washington, being
20 described as follows:

21 Commencing at the southeast corner of the above said parcel, being 50.00 feet
22 west of the center line of Pacific Hwy South SR (99); thence along the south
23 line of said parcel North 88° 15' 50" West a distance of 7.02 feet to a point
24 57.00 feet west of said center line and the Point of Beginning; thence
25 continuing along the south line of said parcel North 88° 15' 50" West a
26 distance of 15.04 feet to a point 72.00 feet west of said center line thence
27 parallel with and 72.00 feet west of said center line North 6° 04' 10" East a
28 distance of 47.06 feet; thence North 7° 58' 00" West a distance of 41.23 feet
29 to a point 82.00 feet west of said center line; thence parallel with and 82.00
30 feet west of said center line North 6° 04' 10" East a distance of 142.95 feet;
thence North 40° 56' 01" West a distance of 27.06 feet to the north line of
said property; thence along said north line South 88° 15' 50" East a distance
of 20.40 feet; thence South 40° 56' 01" East a distance of 33.43 feet to a point
57.00 feet west of said center line; thence parallel with and 57.00 feet west of
said center line South 6° 04' 10" West a distance of 5.80 feet; thence South
15° 31' 54" West a distance of 60.83 feet to a point 67.00 feet west of said
center line; thence parallel with and 67.00 feet west of said center line South
6° 04' 10" West a distance of 72.50 feet; thence South 7° 58' 00" East a
distance of 41.23 feet to a point 57.00 feet west of said center line; thence
parallel with and 57.00 feet west of said center line South 6° 04' 10" West a
distance of 47.77 feet to the Point of Beginning, **containing 4,265 square
feet**, more or less.

1 The terms of the temporary construction easement are as follows:

2 a. The easement shall allow the City, its contractors, employees, agents, successors
3 and assigns, the right of ingress and egress to enter upon the land subject to the
4 temporary easement as required to complete the construction work, to place
5 personnel and equipment, and to reconstruct roadway access;

6 b. The City shall, to the extent possible, leave the property in as good condition as
7 existed on the day construction commences. This shall include the timely
8 removal of any and all debris, rubbish or combustible material resulting from
9 construction activities;

10 c. The easement shall remain in force during construction and until such time as the
11 street improvements have been accepted for operation and maintenance by the
12 City, but not later than January 1, 2005;

13 d. The City, its agents and assigns, will notify the respondent of its construction
14 schedule, and will, to the full extent possible, schedule the construction activity
15 so as to minimize any inconvenience to the property;

16 e. The City shall indemnify and hold respondent harmless from all liability for
17 losses, damages and expenses on account of damage to property or injury to
18 persons resulting from or arising out of the easement rights.

19 7. All other claims, counterclaims and causes of action alleged herein shall be and are hereby
20 dismissed with prejudice.

21 DONE IN OPEN COURT this _____ day of _____, 2003

22 _____
23 Judge/Court Commissioner

24 Presented by:

25 Richard S. Brown (WSBA # 1985)

26 Assistant City Attorney

27 City of Des Moines

28 Stipulated for Entry,

29 Agreed as to form and content; and

30 Notice of Presentation Waived by:

John R. Tomlinson, (WSBA # 14124)

Attorney for Respondent

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Recognition of "Chief Obermiller for
34 years of police service to the City of Des
Moines"

ATTACHMENTS:

Draft Resolution No. 03-167

FOR AGENDA OF: June 12, 2003

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: June 5, 2003

CLEARANCES:

[X] Police

[]

APPROVED BY
CITY MANAGER

FOR SUBMITTAL:

RECOMMENDED ACTION

It is suggested that the City Council approve the following motion:

"Motion is to approve Draft Resolution No. 03-167, recognizing "Chief Donald R. Obermiller for 34 years of outstanding service to the Des Moines Police Department and the citizens of our community."

SUMMARY STATEMENT

Donald R. Obermiller has been a police officer with the City of Des Moines Police Department since June 1, 1969. Through his tenure with the City he has worked through the ranks holding the titles of Police Officer, Detective, Sergeant, Lieutenant, Deputy Chief and since January 1, 1995 the position of Chief. Once he took the role as Chief he developed a mission statement for the department which reads in part; *"to provide each citizen with the quality of service we would provide our family," etc...* His commitment to this philosophy of police work, which he installed upon every department member is what makes the Des Moines Police Department the professional and respected department it is today.

Chief Obermiller will be retiring after 34 years of police service on June 15, 2003.

DRAFT RESOLUTION NO. 03-167

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, expressing appreciation to Donald R. Obermiller for his outstanding service as Police Chief for the City of Des Moines.

WHEREAS, Chief Obermiller has served as a Police Officer for the City of Des Moines Police Department since June 1, 1969, and has served as Chief of Police since January 1, 1995, and

WHEREAS, during his 34 years of dedicated service Chief Obermiller has been a role model and mentor for fellow officers and staff, and

WHEREAS, in his 34 years of service to Des Moines Police Department and the citizens of our community he has performed his duty and conducted himself with the utmost professionalism, dedication and compassion, and

WHEREAS, Chief Obermiller will be retiring from his position as Chief of Police on June 15, 2003; now therefore,

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

The City Council does hereby extend to Chief Donald R. Obermiller, who has served as Chief of Police for the City of Des Moines Police Department since June 1, 1969, it's appreciation for his outstanding performance as Chief; for his dedication to his job, for his commitment in placing the needs of the community first, and for providing the quality of service to the community as he would provide to his own family; and the city council further extends it's best wishes to Chief Obermiller in all of his future endeavors.

ADOPTED BY the City Council of the City of Des Moines, Washington this 12th day of June, 2003 and signed in authentication thereof this 12th day of June, 2003.

M A Y O R

Resolution No. _____
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APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

DRAFTRES:03-187

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