

75 75
525 450

Linda

AMENDED

AGENDA
REGULAR MEETING DES MOINES CITY COUNCIL

July 10, 2003 - 7:00 p.m.

CALL TO ORDER - Mayor Steenrod

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

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

BOARD & COMMITTEE REPORTS

PRESIDING OFFICER'S REPORT

ADMINISTRATION REPORTS

CONSENT CALENDAR*

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

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

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

Payroll fund transfers in the total amount of \$

2. Motion is to authorize the City Manager to approve all vouchers for payment of the following claims during the period of July 4, 2003 through August 6, 2003:

- All vouchers for payment of payroll checks, including Marina payroll, and
- All vouchers for payment of claims and Marina checks, provided that all vouchers and checks approved by the City Manager in accordance with this motion shall be presented at the August 14, 2003 Council Meeting.

3. Motion is to approve the surplus of the items on the list of surplus property dated July 1, 2003 and provided with this agenda item as Attachment 1. The City Manager is authorized to dispose of the surplus property by public auction, as solid waste, or by donation to a public agency or charitable organization.

4. Two motions regarding the 2003 Arterial Maintenance Program:

A. Motion is to award the construction contract for the 2003 Arterial Maintenance Program to Central Oregon Pavers, Inc. in the amount of \$299,587.07 and to authorize the City Manager to sign said contract substantially in the form as submitted, plus

all present

Need resolution
amend Rule 23(a)
delete ~~delete~~ Finance
& Econ
Develop
Comm

John Carroll
class room divide
Brenda Anders Larsen - waterline
Bob Bond - fire works
Georgi Dupin
Steve Zidinski
Ed Pina
Gary Hibel

authorize the City Manager or his designee to approve change orders up to an amount of 10% of the contract amount.

B. Motion is to supplement the current contract for professional engineering services for the 2003 Arterial Maintenance Program with KPG to include construction management services in the amount of \$36,038.00 bringing the total to \$72,910.12, plus a 10% contingency and to authorize the City Manager to sign said supplement substantially in the form as submitted.

5. Motion is to approve the Consent Judgment & Decree of Appropriation in King County Superior Court Cause No. 02-2-33626-4 KNT and to authorize the City's retained counsel to approve said Judgment and Decree and present it to the court, for approval and entry, substantially in the form as submitted.

6. This item has been removed by Administration.

7. Motion is to enter into the attached agreement with King County Metro for their participation in costs for the transit related improvements of the Pacific Highway South Redevelopment Project and to authorize the City Manager to sign said agreement 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 CONTINUED

Draft Ordinance No. 03-125 Final Assessment Roll for LID No. 1-97-9 4th Place South Right-of-way - 1st Reading

SUMMARY: The purpose of this item is to continue the public hearing from the June 26, 2003 meeting on the final assessment roll of the 4th Place South Right-of-way Improvement District #1-97-9.

OLD BUSINESS

1. Draft Ordinance No. 03-177 Amending 2003 Budget to Re-program MCI Funds

SUMMARY: Rule 9 of the City Council Rules of Procedure allows the Presiding Officer the "option of deleting any item from the agenda until the next regular Council meeting when the full Council shall vote on whether to introduce the item on the agenda of a subsequent Council Meeting". At the June 26, 2003 meeting, the Presiding Officer deleted this item from the Agenda. The purpose of this item is to provide the City Council an opportunity to decide whether or not to place this item on a future meeting agenda for action.

2. Draft Resolution No. 03-176 Authorizing 2003 Waterland Festival Beer Garden

SUMMARY: At the Council meeting of June 12, 2003, staff was directed to prepare a draft resolution authorizing the Chamber of Commerce to operate a beer garden at the 2003 Waterland Festival. The draft resolution will authorize the operation of the Waterland Pub during the 2003 Festival subject to certain conditions.

3. Draft Ordinance No. 02-177 Revision of Mobile Home Park Regulations - 1st Reading

passed 6-1
Need official memo to Judith. Send official letter after passed 2nd
MH parks - cont'd regular ASAP; telling them what to do.
#1324
SUMMARY: Currently mobile home parks in the City are nonconforming uses. Under this draft ordinance mobile home parks established before July 1, 1992, may become legal nonconforming uses upon approval of a site plan. Because of the enforcement and regulation issues, RV's would remain prohibited uses.

4. Wood/Harbinger, Inc. Agreement

passed 7-0
SUMMARY: The purpose of this agenda item is to ask for the Council's approval for an agreement between the City and Wood/Harbinger, Inc., consulting Engineers for providing engineering and design services for the Marina's Upgrades to the Electric Power Distribution System Project - Phase 1.

5. Use of Pedestrian Overpass Crossing Over Public Air Space

passed 7-0
SUMMARY: The purpose of this agenda item is to seek City Council approval for an updated Agreement for use of an existing Des Moines Square pedestrian overpass over the alley between Marine View Drive and 7th Avenue South, just south of South 226th Street. The original 1983 agreement has lapsed and needs to be replaced. The agreement would be between the City and William and Caryl Reese.

NEW BUSINESS

1. Draft Resolution No. 03-157 Beck Kombol Easement Request

passed 7-0
more done
SUMMARY: William & Jennifer Kombol are requesting that the City grant a temporary easement for street side-slope purposes across City owned property. The purpose of this agenda item is to provide information related to this request enabling the City Council to determine if it should pass a resolution authorizing the City Manager to sign this easement.

2. Pacific Highway South Project - Award of Bid

passed 7-0
SUMMARY: The purpose of this report is to seek City Council approval for the Pacific Highway South Improvement Project construction contract.

3. Redondo Boat Launch - Award of Bid

passed 7-0
SUMMARY: The purpose of this agenda item is to seek City Council approval of the construction contract for the Redondo Boat Launch Improvements.

4. Easement for Fiber-Optic Cable Through City-owned Tidelands

SUMMARY: The purpose of this agenda item is to allow the City Council to consider whether to grant an easement to Comcast for a fiber-optic cable through tidelands owned by the City of Des Moines. The tidelands are located north of the Marina.

5. Draft Resolution No. 03-109 - Amend Council Rules 5, 9, 10 and 20

SUMMARY: This item is on the agenda at the request of 3 Councilmembers for revisions of a number of Council Rules of Procedure.

NEXT MEETING DATE - Regular Meeting July 17, 2003

ADJOURNMENT

want to Disband finance committee

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

Panel
5-2

SUBJECT: Draft Resolution No. 03-176
authorizing the operation of the Waterland Pub
during the 2003 Waterland Festival.

FOR AGENDA OF: July 10, 2003
DEPT. OF ORIGIN: Marina

DATE SUBMITTED: January 24, 2003

ATTACHMENTS:

1. Draft Resolution No. 03-176;
2. Acknowledgement of Responsibilities form.
3. Memorandum – Des Moines Chamber to City Manager
4. Excerpt Council Minutes 6/12/03

CLEARANCES:

[X] Marina

[X] Legal

APPROVED BY CITY MANAGER

FOR SUBMITTAL: CTC for TP

A. Purpose & Recommendation

The purpose of Draft Resolution No. 03-176 is to authorize the operation of the "Waterland Pub" during the 2003 Waterland Festival, subject to the conditions set forth in the attached resolution.

MOTION: "I move to adopt Draft Resolution No. 03-176, amending Resolution No. 951 and permitting the Chamber of Commerce to conduct the "Waterland Pub" during the 2003 Waterland Festival, subject to conditions as set forth in the resolution; requiring the Chamber to give one-third of the net revenue from the Waterland Pub to the City to cover the City's overall costs; and ~~strongly~~ encouraging the Chamber to seek alternative activities to substitute for the Waterland Pub in future Waterland festivals."

B. Background

On May 9, 2003, the City Council adopted Resolution No. 951, which authorized the Greater Des Moines Chamber of Commerce to use City property for the annual Waterland Festival. The resolution specifically excluded the operation of a beer garden at the Festival. While the Chamber has actively looked for alternate revenue generating activities, the short amount of time left for planning an alternate event makes it unlikely that a suitable one will be found. Events like the Waterland Pub and the carnival produce revenue to pay for the non-revenue producing events like the fireworks and the parade. The possibility that some of these activities would have to be scaled down or eliminated prompted some members of the Council to ask for reconsideration of this issue.

C. Discussion

From the City's point of view, there are two major drawbacks to the sale of alcoholic beverages at this event. The first is that the consumption of alcoholic beverages at the event tends to diminish the City's efforts to promote the Waterland Festival as a "family-oriented event." The second negative aspect is that the sale and consumption of alcohol at the Festival increases the potential of alcohol-related problems which could require more police intervention. Providing police protection is the largest City cost generated by the Festival.

The Draft Resolution seeks to address both these issues by requiring the Chamber to contribute one-third of the net proceeds from the Waterland Pub to the City to help defray the overall costs for policing the event and by encouraging the Chamber to begin examining alternative events to the beer garden for future festivals.

D. Alternatives

Alternative 1. Adopt Draft Resolution No. 03-176, which amends Resolution No. 951 authorizing the Chamber to operate the "Waterland Pub" at the 2003 Festival.

Alternative 2. Do not pass or take no action on Draft Resolution No. 03-176, which would leave Resolution No. 951 unchanged. The Chamber could proceed with the Waterland Festival but would not be allowed to sell alcoholic beverages at the event.

E. Financial Impact

Adopting Draft Resolution No. 03-176 would increase the Chamber's contribution to the City to help pay for festival-related expenses. It is not known how much the increase would be. It is also difficult to determine how much savings would result in not allowing the Waterland Pub to operate because it would be the first time in many years that the festival did not have a beer garden. After operating a year without the Pub, the Police Department could make a more informed decision about appropriate staffing levels.

F. Recommendation

The staff recommends that the Council adopt Draft Resolution 03-176, which would allow the Chamber to operate the Waterland Pub at the 2003 Waterland Festival.

G. Concurrence

City Attorney's Office.

CITY ATTORNEY'S FIRST DRAFT 06/17/03

DRAFT RESOLUTION NO. 03-176

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, relating to the 2003 Waterland Festival, amending Resolution No. 951, and authorizing the Chamber of Commerce to operate the Waterland Pub during the 2003 Waterland Festival as provided in this resolution.

WHEREAS, on May 9, 2003, the City Council of the City of Des Moines adopted Resolution No. 951 granting permission to the Greater Des Moines Chamber of Commerce ("Chamber of Commerce") to hold Waterland Festival activities, with certain conditions, and

WHEREAS, Resolution No. 951 specifies that there shall be no Waterland Pub or other beer garden, and

WHEREAS, the City Council wishes to amend Resolution No. 951, to allow the Chamber of Commerce to operate a Waterland Pub during the 2003 Waterland Festival, under provisions provided in this resolution, while at the same time being held harmless from any liability arising from the existence of such activities, and

WHEREAS, in an effort to enhance the quality of life for all residents, the City Council encourages the Chamber of Commerce to examine alternative events to the Waterland Pub for future Waterland Festivals to promote a family-oriented event; now therefore,

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

(1) The City Council authorizes the Greater Des Moines Chamber of Commerce to operate the Waterland Pub at the 2003 Waterland Festival, provided that the Chamber shall provide one-third (1/3) of the net proceeds from the Waterland Pub, as documented by appropriate accounting records made available to the City, as compensation for increased City costs incurred in connection with the Waterland Pub and use of City property.

(2) The Waterland Pub shall be closed at 10:00 p.m. on Wednesday through Saturday (July 23 through July 26, 2003); and

Resolution No. ____
Page 2 of ____

7:30 p.m. on Sunday (July 27, 2003); or earlier at the discretion of a Des Moines Police Department command officer.

(3) An authorized official of the Chamber shall acknowledge in writing the Chamber's responsibilities for the conduct of the Waterland Pub, accepting such limitations as are contained in this resolution, in addition to such limitations as may be imposed by the City Council or the City Manager.

(4) The Chamber is encouraged to examine alternative events to the Waterland Pub for future Waterland Festivals.

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:03/176

ACKNOWLEDGMENT

On behalf of the "Greater Des Moines Chamber of Commerce," I,
_____, acknowledge the Chamber's responsibilities for
the conduct of the Waterland Pub, accepting such limitations as are contained in
Resolution No. _____ (attached), in addition to such limitations as may be imposed by
the City Council or the City Manager.

DATED this _____ day _____, 2003.

GREATER DES MOINES
CHAMBER OF COMMERCE

Its: _____

Witnessed:

Print Name: _____

CONTRACTS/WATERLAND ACKNOWLEDGMENT/03-176

ATTACHMENT 2



MEMORANDUM

TO:	Tony Piasecki City Manager	FROM:	Carole Elrod Executive Director
DATE:	June 13, 2003		

The Des Moines Chamber of Commerce hereby agrees to the terms presented at the City Council meeting last night regarding approval of the Beer Garden. The agreement stated that City Council would approve the Beer Garden if the Chamber reimburses the City 1/3 of the net proceeds. The terms of this agreement are as follows:

- These proceeds to the City are intended to help pay for security provided during the Festival.
- This agreement is for this year only and is not construed to be an addendum to the Resolution, nor is it meant to set any precedence for future Festival.
- Festival activity will continue to be reviewed on an annual basis.
- Following the Festival the Chamber will provide the City with a report of Beer Garden profit and expenses, which will determine the net proceeds.

Prior to this approval we planned to have a new "Bingo by the Bay" event at the Festival to replace the Beer Garden. We are now evaluating the possibility of having both events. I will keep you advised of the final details.

I would also like to make another request at this time. To minimize the inconvenience to our citizens we would like permission to fence off the back parking lot of the Beach Park parking area in order to accommodate the Carnival crew all in one location. Please let me know as soon as possible if this is acceptable.

We will go forward in planning the Beer Garden and anticipate your favorable response to our Beach Park parking lot request. If you have any questions or concerns, please give me a call at (206) 878-7000.

Warmest regards,

Carole Elrod
Executive Director

EXCERPT
DES MOINES CITY COUNCIL MINUTES
June 12, 2003

Waterland Festival Beer Garden

Councilmember Sheckler announced that he has given the idea of allowing a beer garden a lot of thought. He stated that he is encouraged with the changes that have occurred within the Chamber of Commerce and is impressed with the new President, Pat Murray and the idea of a Government Affairs Committee. However, he is unwilling to compromise on the request for the Chamber to share financial information regarding the Festival and the beer garden in particular. He strongly encouraged the Chamber to explore other methods for fund raising instead of a beer garden for the future. He noted that other organizations pay the City to offset City costs such as the Haunted House.

MOTION was made by Councilmember Sheckler, seconded by Councilmember Thomasson, to direct staff to prepare a draft resolution to allow the beer garden at the Waterland Festival for 2003. Language shall be included to require that the Chamber of Commerce give one-third of the net proceeds from the beer garden to the City to off-set City costs. Furthermore, language should also be included to encourage the Chamber to seek activities other than a beer garden to raise funds.

Councilmember Thomasson noted he has other issues besides just the cost for City services in regards to the beer garden. He stated that a carnival and a beer garden, while they may be enjoyed by Des Moines citizens, attract others not as desirable to the community. He does not feel it is appropriate to show children that we need a beer garden to have fun. He remarked that several years back the Chamber had said that they would find a more positive way to raise funds. While requiring the Chamber to give the City 1/3 of the net proceeds solves the costs for City services, he would prefer strong language in the new resolution to encourage the Chamber to look for new ways to raise funds.

Councilmember Sherman remarked that 10 years ago a report from the Police department recommended the beer garden be discontinued. He also felt that having a beer garden at the Festival hurts local businesses and he will not support the resolution as he would prefer no beer garden.

Councilmember Petersen advised that he has always enjoyed going to the Festival and having a hamburger or sandwich with a cold beer. He noted that he has never seen a problem that required the Police Department to act. He stated he will support the resolution.

Mayor Pro Tem Benjamin remarked that the Waterland Festival is a wonderful event which allows outsiders to see what a wonderful community Des Moines is. He noted that he has never seen any problems associated with the beer garden.

VOTE ON MOTION: Motion passed 4 to 1 with Councilmember Sherman voting NO.

passed - 7-0

NEW BUSINESS
Item #4

A G E N D A I T E M

SUBJECT: Easement for fiber-optic cable through City-owned tidelands.

ATTACHMENTS:

1. Aerial photograph.
2. Easement agreement.
3. Construction diagrams.
4. Summary of tideland ownership.

AGENDA OF: July 10, 2003
DEPT. OF ORIGIN: Administration
DATE SUBMITTED: July 2, 2003

CLEARANCES:

[X] LEGAL

[Signature]

APPROVED BY THE CITY MANAGER
FOR SUBMITTAL *CTL for TB*

Purpose and Recommendation:

The purpose of this agenda item is to allow the City Council to consider whether to grant an easement to Comcast for a fiber-optic cable through tidelands owned by the City of Des Moines. The tidelands are located north of the Marina. A motion consistent with staff's recommendation is:

"I move to approve the easement for Comcast's fiber optic-cable and to authorize the City Manager to sign the easement substantially in the form as provided."

Background:

Comcast Cable Communications, Inc. seeks to install and operate a submarine, fiber-optic cable that would run from Des Moines to Vashon Island. Comcast's proposed cable would provide high-speed internet access and digital cable television service to Vashon Island.

The north 80 feet of the Marina is right-of-way (un-vacated South 222nd Street) and Comcast's franchise agreement grants Comcast use privileges to all right-of-way within the City. As the cable passes under the north seawall of the Marina (and leaves the right-of-way), it enters tidelands owned by the City of Des Moines (see Attachment 1). The City's ownership extends water-ward to the extreme low tide line. From there, the seafloor is owned and managed by the State of Washington. Accordingly, the easement would apply to the tideland area between the north seawall of the Marina, and the line of extreme low tide.

City staff has spent considerable time researching the disposition and ownership of the tidelands and negotiating the terms of the easement. The draft easement document (Attachment 2) provides for a one-time payment to the City of \$120,000 in exchange for a 30-year easement.

Discussion:

In the easement area, the cable would be located underground and therefore will not be visible. The cable should not interfere with public use and enjoyment of the shoreline.

A vault would be installed in the north Marina parking lot for the juncture of the terrestrial cable and the marine cable. From there, a directional boring system would be used to "mole" the cable under the north seawall and below ground for approximately 200 feet (see Attachment 3). A submarine electrical cable presently exists in the tidelands north of the Marina (that cable is owned by Puget Sound Energy and is not presently energized). Before the fiber cable reaches the underground electric cable, the fiber cable would "daylight" to the surface. Then, using water pressure, a 380-foot trench would be dug to bury the fiber cable. From there, the cable would be past the extreme low tide line and therefore in an area always covered by water. For all of the easement area exposed during low tides, the cable would be underground.

Past the line of extreme low tide, the cable would lie on the surface of the sea floor. Divers will move a portion the artificial reef, install the cable, and restore the reef to its previous condition. The cable would rest on the seafloor as it crosses the east passage of Puget Sound to Vashon Island.

In researching the ownership history of the subject tidelands, staff has determined that the area associated with this easement was acquired prior to, and separate from, the Des Moines Beach Park tidelands (see Attachment 4). Councilmembers will recall that covenants placed on Des Moines Beach Park generally preclude the use of the Park for activities/uses other than recreation. However, those restrictions do not apply to the tidelands associated with this request.

Comcast has requested that the term of the easement be not less than 30 years. The draft easement provides a 30-year easement with the potential for multiple 10-year extensions. The easement requires Comcast to relocate the cable if instructed to do so by the City. Comcast must also remove the cable at the termination of the easement.

Presently, Comcast provides cable TV service to Vashon Island via microwave transmission. This arrangement results in a degraded TV signal for those customers. As compensation, Comcast rebates \$5 per month to Vashon Island customers. The submarine fiber-optic cable would allow Comcast to offer regular cable TV, high-speed internet, and digital cable TV services to Vashon Island (and potentially the Kitsap and Olympic Peninsulas).

City staff explored several ways to determine the appropriate payment for the easement, and ultimately concluded that there is no proven methodology that is applicable here. Comcast's initial offer was \$25,000. Comcast attempted to install this cable through Point Defiance Park but discontinued that effort when the Tacoma Parks Department required \$200,000 in compensation.

Comcast has verbally indicated that if the easement is approved as proposed, Comcast will also sign a joint trench agreement for the undergrounding of utilities along Pacific Highway South. That agreement includes a payment to Des Moines of \$161,000. If the City Council decides to allow the fiber-optic cable to be installed in the tidelands, the City Manager intends to sign the easement only after the joint trench agreement is complete.

Alternatives:

1. Adopt the draft easement as written.
2. Adopt the draft easement as amended by the City Council.
3. Do not adopt the draft easement.

Financial Impact:

Installation and operation of the fiber-optic cable should not result in direct costs to the City. The existing submarine electric cable in the same area has not created significant problems. At a future meeting, the City Council can determine how to allocate the \$120,000.

Recommendation/Conclusion:

Approve the easement with a payment to the City of not less than \$120,000.

Concurrence:

Marina and Parks do not object to the installation of the cable. If the easement is approved, Comcast will still need to apply for all applicable permits/approvals from the Des Moines Community Development Department, Department of Natural Resources, Department of Fish and Wildlife, Department of Ecology, Natural Marine Fisheries Service, etc.

AGREEMENT AND EASEMENT FOR FIBER-OPTIC FACILITIES

This is an Agreement dated and effected as of _____, 2003 between the City of Des Moines, a Washington Municipal Corporation (the "City") and Comcast of Washington IV, Inc., a Washington corporation a.k.a. ("Comcast").

In consideration of the one-time payment set forth in Section 1, below, and in consideration of the performance by Comcast of the covenants, terms and conditions hereinafter set forth, the City hereby conveys and warrants to Comcast the following easements:

- A. A thirty (30) year, nonexclusive easement, commencing on August 1, 2003 and ending on August 1, 2032, across, over, along, in, on, upon and under the City's property described in "Exhibit A," attached hereto and by this reference made a part hereof, for the purpose of installing, constructing, reconstructing, operating, maintaining, removing, repairing, replacing and using one, fiber-optic cable (the "Facilities"), together with the nonexclusive right of ingress to and egress from said property for the foregoing purpose.
- B. A temporary, nonexclusive easement for purposes necessarily and reasonably related to the construction of the fiber-optic cable across, over, along, in, on and upon the City's adjoining property over which the Facilities will run. Said temporary construction easement shall commence on the date of this instrument and terminate on the date construction is completed, provided however that Comcast will notify the City and obtain permission of the City for the exact periods of construction. The City's permission shall not be unreasonably withheld or delayed.
- C. The easement created by subsection A above may be renewed for an unlimited number of 10-year terms provided Comcast provides the City with written notice of its intent prior to the expiration of the effective term. In negotiating the terms of every renewal, both parties agree to engage in good faith discussions.

The terms "easement" and "easement area" in this instrument refer to the easement on the property described in "Exhibit A" and, for the period of its duration, the temporary construction easement referred to in paragraph B, above.

This easement is granted subject to and conditioned upon the following terms, conditions and covenants, which Comcast hereby promises to faithfully and fully, observe and perform:

1. **Payment; Costs of Construction and Maintenance.**

- A. As consideration for the rights and privileges granted herein during the initial thirty (30) year term, Comcast shall pay the City a one-time payment in the amount of \$120,000. Payment shall be provided within sixty (60) days of the effective date of this agreement, or prior to any installation of the fiber-optic cable, whichever occurs first.

B. For any renewal term, the City and Comcast shall negotiate the amount of payment to be provided by Comcast. The basis for negotiating the payment shall be the payment specified in subsection 1.A. above, prorated for the term of the renewal, and adjusted for inflation using the consumer price index (unadjusted) for the Seattle-Tacoma-Bremerton metropolitan area.

C. Comcast shall bear and promptly pay all costs and expenses of construction and maintenance of the Facilities.

2. **Specifications.** Comcast shall construct the Facilities in accordance with the specifications for the project set forth in Exhibit B, attached hereto and by this reference made a part hereof, and in accordance with such additional or other specific and reasonable requirements, conditions and specifications applicable to the City's requirements, conditions and specifications applicable to the City's property as may be communicated to Comcast by the City's Engineering Department for the purpose of protecting the City's facilities thereon and to avoid hazardous conditions. Comcast warrants to the City that the design, construction and placement of the Facilities will not, at any time during the term of this easement, interfere with or cause damage to any City structures or property. This warranty includes, but is not limited to the City Marina's seawall and artificial reef, and is applicable without regard to whether the City property is located on city owned land or tidelands.
3. **Compliance With Laws and Rules.** Comcast shall at all times exercise its rights herein in accordance with the requirements of all applicable statutes, orders, rules and regulations of the City.
4. **Approval of Plans.** Prior to any construction, alteration, replacement or removal of the Facilities or any other substantial activity by Comcast on the City's property, a notification and plans for the same shall be submitted in writing to the City by Comcast and no such work by Comcast shall be commenced without the City's prior written approval of the plans therefore, which approval shall not be unreasonably withheld or delayed: provided, however, that in the event of an emergency requiring immediate action by Comcast for the protection of its facilities or other persons or property, Comcast may take such action upon such notice to the City as is reasonable under the circumstances. Any changes or revisions in the plans shall be subject to the City's prior approval. The City has approved the general plans and specifications set forth in Exhibit B. Nothing in this Agreement shall be deemed to impose any duty or obligation on the City to determine the adequacy or sufficiency of Comcast's plans and designs, or to ascertain whether Comcast's construction is in conformance with the plans and specifications approved by the City. When practicable, the City's approval of plans may be obtained during a permit review process.
5. **As-Built Survey.** Within thirty (30) days of completion of the work, Comcast shall promptly provide the City with route drawings and a survey showing the location and depth of the Facilities on the City's property.

6. **Coordination of Activities.** Comcast shall coordinate the dates of its construction and other major activities on the City's property with the City Manager, or such other employee of the City as the City may from time to time designate, and Comcast shall provide said employee with at least five (5) days' prior written or electronic notice of its intent to enter upon the City's property to commence such activity; provided, however, that in the event of an emergency requiring immediate action by Comcast for protection of its facilities or other persons or property, Comcast may take such action upon such notice to the City as is reasonable under the circumstances.
7. **Changes and Repairs to the City's Facilities.** Comcast shall promptly pay to the City the actual cost of any relocation, alteration, restoration and other changes or repairs to the City's facilities, which the City shall reasonably deem necessary by reason of the construction, reconstruction and maintenance of the Facilities on the City's property. If the City so requests, Comcast shall provide assurance of payment satisfactory to the City prior to the City's commencement of such work, provided the City offers written assurance that such work will be performed in a prompt and timely manner. The City shall accomplish such changes or repairs, subject to the availability of labor and materials. For the purpose of this paragraph, "cost" shall be defined as all direct or assignable costs of materials, labor and services, including overhead, in accordance with the City's standard job order policies in effect from time to time, and may include charges for transportation of personnel, materials, and equipment, storage expense of materials, and rental of equipment. The City shall give Comcast reasonable advance notice of the City's intent to make such changes or repairs to its facilities in order to permit Comcast an opportunity to review the reasonableness of the City's determination as to the necessity for such changes or repairs, except in the following instances: (a) where Comcast has requested such changes or repairs or (b) where an emergency requires immediate action by the City for the protection of its facilities or other persons or property. Notwithstanding the foregoing sentence, Comcast's review of the City's determination shall not be unreasonable nor prevent the City from making such changes or repairs.
8. **Work Standards.** All work to be performed by Comcast on the City's property shall be in accordance with the plans submitted to and approved by the City and shall be completed in a careful and workmanlike manner to the City's reasonable satisfaction, free of claims or liens. Upon completion of construction of the portion of the Facilities on the City's property, and upon completion of any subsequent work performed by Comcast on the City's property, Comcast shall remove all debris and restore the surface of the property as nearly as possible to the condition in which it was at the commencement of such work, and shall replace any property corner monuments, survey references or hubs which were disturbed or destroyed during construction.
9. **Access by the City During Construction.** Subject to its rights granted herein, Comcast shall not unreasonably interfere with continued access by the City along, over and across the easement area during the period in which Comcast is conducting construction or other activities.

10. **Restriction on Access by Comcast.** Notwithstanding that Comcast is granted the right of ingress to and egress from the property described in Exhibit A attached hereto, Comcast shall exercise its right of ingress and egress only in accordance with such reasonable rules and regulations as are specified in Section 6 of this document. The City may deny access to the property when such access would interfere with special community events; provided, however, that in the case of an emergency requiring immediate action by Comcast in order to protect its facilities, or other persons or property, such access will not be denied. The City shall at all times have the right to construct improvements on, over or across the easement area or any part thereof and to occupy the easement area with the City's facilities and equipment; provided, however, that the City provides alternate access to Comcast which does not detract from the easement rights provided by this Agreement and Easement.
11. **Inspectors.** The City shall appoint one or several City representatives who shall serve as inspectors to oversee all work to be performed by Comcast on the City's property in order to ensure that Comcast's activities do not unreasonably jeopardize the City's operations or facilities. Comcast shall not carry on any work unless it has given such notice in the manner as prescribed herein. Comcast and Comcast's contractors shall promptly and fully comply with all orders and directions of the City's inspectors that are consistent with this Agreement and applicable law, including, without limitation, cessation of work, and Comcast's construction contracts shall so provide. Any special inspections or studies not normally provided by the City during the permit process shall be funded by Comcast.
12. **Comcast's Use and Activities.** Subject to its rights granted hereunder, Comcast shall exercise its rights under this Agreement so as to minimize, and avoid if reasonably possible, interference with the City's use of the property as a Park, Marina or other municipal purpose. Comcast shall at all times conduct its activities on the City's property so as not to interfere with, obstruct or endanger the City's operations or facilities.
13. **Use of the Easement Area by the City.** Comcast has been advised and is aware that:
- A. The City is using or intends to use the property subject to this Agreement for the purpose of owning and operating a municipal marina, as a public park, as a wildlife habitat area, and for public harvesting of shellfish, mollusks or other marine life, and for other utility cable placement;
 - B. New shoreline or habitat enhancement or restoration facilities and, specifically, replacement of the marina seawall along with appurtenant equipment, structures and utilities are proposed to be constructed in addition to or in replacement of such facilities already existing on the property; and
 - C. Nothing herein contained shall prevent or preclude the City undertaking construction, installation and use of any building, structure or project that the City deems to be in the public interest and which does not materially interfere with Comcast's easement rights hereunder, and the City shall not be liable to Comcast,

or to Comcast's employees, agents, contractors and users of the Facilities, for loss or injury resulting from any damage or destruction of the Facilities directly or indirectly caused by the City's use of the easement area or the City's facilities on the easement area in a manner which does not materially interfere with Comcast's easement rights hereunder, excepting that loss or injury which results from the City's failure to exercise reasonable care not to damage or destroy the Facilities.

14. Interference With the City's Future Facilities. In the event the City desires to construct facilities relating to the City's operations on or in the vicinity of the permanent easement area described in Exhibit A hereto, and the location or existence of the Facilities substantially interferes with such proposed facilities or construction thereof, or makes such construction or facilities substantially more expensive, Comcast shall, at the City's direction (a) at Comcast's expense, relocate, protect or modify the Facilities so as to eliminate such interference or expense or (b) in the event Comcast determines that relocating, protecting or modifying the Facilities is neither economically or technically feasible, reimburse the City for its reasonable and documented additional direct costs of design, construction or installation but only upon the following conditions:

- A. The location and existence of the Facilities is the sole cause of such interference or expense; provided, however; if all other causes contributing to such interference and expense existed prior to the installation of the Facilities, Comcast shall not be required to bear such cost and expense;
- B. The City shall have given Comcast advance written notice of its intention to undertake any such construction, together with preliminary plans and specifications for such work, identifying the potential conflict and all design information relating thereto. Such notice and plans shall be given in no event later than twelve (12) months prior to the commencement of the work;
- C. The City shall cooperate with Comcast in developing and considering various alternative designs for the City's facilities and shall supply all the City's design data necessary therefore; however, the acceptability of alternative design criteria shall be the sole and reasonable decision of the City;
- D. The City shall timely provide Comcast with such additional information as is available with respect to the construction and operation of its facilities to enable Comcast to determine the feasibility of any alteration and/or relocation of the Facilities or the City's proposed facilities to avoid or diminish the conflict between such facilities;
- E. The City shall amend this Agreement with respect to the easement area described in Exhibit A, and shall provide Comcast with such temporary rights on its property as are required to accommodate any alteration and/or relocation of the Facilities on the City's property so as to enable Comcast to avoid or diminish the risk of damage or destruction to, and interference with, the operation and maintenance of the Facilities; provided, however, that such alteration and/or

relocation shall be consistent with the City's own use and development of its property and shall be subject to the City's prior written approval of the plans and specifications therefore.

If Comcast elects to relocate, protect or modify the Facilities, it shall commence work promptly and diligently prosecute such work to completion prior to the scheduled date of commencement of the City's construction. However, Comcast shall not be liable nor held in Breach of this Agreement and Easement for its inability to relocate, protect or modify the Facilities prior to the commencement of the City's construction because of delays due to obtaining necessary permits or restricted access to the Facilities due to State or Federal Environmental Regulations. If Comcast elects to pay the City's added costs, Comcast shall give the City satisfactory assurance of payment of such costs at the time such notice of election is given. The City's added costs reimbursable under this paragraph shall be only those direct and actually reasonable costs necessarily incurred by reason of the location or existence of the Facilities.

15. **Termination for Breach.** In the event either party breaches or fails to perform or observe any of the terms and conditions herein, and fails to cure such breach or default within one hundred and eighty (180) days written notice thereof, or, if not reasonably capable of being cured within such one hundred and eighty (180) days, within such other period of time as may be reasonable in the circumstances, the non-breaching party may terminate this Agreement in addition to and not in limitation of any other remedy of the City at law or in equity.
16. **Release of Obligations on Termination.** No termination of this Agreement shall release Comcast from any liability or obligation with respect to any matter occurring prior to such termination, nor shall such termination release Comcast from its obligation and liability to remove the Facilities from the City's property and restore the premises.
17. **Removal of Facilities on Termination.** Upon any termination of this Agreement, Comcast shall promptly remove from the easement area the Facilities and restore the ground to the condition existing at the time of such removal, or, in the alternative, take such other mutually agreeable measures to minimize the impact of the Facilities on the property. Such work, removal and restoration shall be done at the sole cost and expense of Comcast and in a manner satisfactory to the City. In case of failure of Comcast so to remove the Facilities, restore the property, or take such other mutually agreed upon measures, the City may, after reasonable notice to Comcast, remove the Facilities, restore the ground or take such measures at the expense of Comcast, and the City shall not be liable therefore.
18. **Third-Party Rights.** The City reserves all rights with respect to its property, including, without limitation, the right to grant easements, licenses and permits to others subject to the rights granted in this Agreement.
19. **Release and Indemnity.** Comcast does hereby release, indemnify and promise to defend and hold harmless the City from and against any and all liability, loss, damage, expense,

actions and claims, including costs and reasonable attorney fees incurred by the City, arising directly or indirectly on account of or out of acts or omissions of Comcast and Comcast's servants, agents, employees and contractors in the exercise of the rights granted herein; provided, however, this paragraph does not purport to indemnify the City against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or the City's agents or employees.

It is further specifically and expressly understood that the indemnification provided herein constitutes Comcast's waiver of indemnity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Inspection, acceptance or approval by the City of any work performed by Comcast shall not be grounds for avoidance of any of these covenants of indemnification.

20. Insurance. Comcast shall purchase and maintain during the duration of this agreement:

1. Commercial General Liability insurance written on an occurrence basis with limits no less than \$6,000,000 per occurrence and \$7,000,000 general aggregate for personal injury, bodily injury, and property damage. The City shall be named as an insured under Comcast's Commercial General liability insurance policy
2. Automobile Liability in an amount of not less than \$1,000,000 per occurrence covering owned, non-owned and hired vehicles.
3. Excess Liability in an amount of not less than \$5,000,000 per occurrence and \$5,000,000 aggregate limit.

Comcast shall furnish the City a certificate of insurance evidencing the required insurance. The City shall be given thirty (30) days prior written notice of any cancellation, suspension, or material change in coverage.

Comcast shall include all subcontractors as insureds under its policies or shall require all subcontractors to furnish separate insurance certificates for self insurance. All coverage for subcontractors shall be subject to all the same insurance requirements as stated herein for Comcast.

Any payment of deductible or self-insured retention shall be the sole responsibility of Comcast. Comcast's commercial general liability insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability. Comcast's insurance shall be primary insurance with respect to the City.

21. Taxes. Comcast shall promptly pay or reimburse the City for any taxes levied as a result of the Facilities.

22. **Title.** The rights granted herein are subject to permits, leases, licenses and easements, if any, heretofore granted by the City affecting the property subject to this Agreement. The City does not warrant title to its property and shall not be liable for defects or failure thereof;

23. **Notices.** Notices required to be in writing under this Agreement shall be given as follow:

If to the City: City of Des Moines
21630 11th Ave. South
Des Moines WA 98198

If to Comcast: Comcast of Washington IV, Inc.
PO Box C-8004
Bothell, WA 98082-8004
Attn: Franchise Department

With copy to:

Comcast Cable Communications, Inc.
1500 Market Street
Philadelphia, PA 19102
Attn: General Counsel

Notices shall be deemed effective, if mailed, upon the second day following deposit thereof in the United State mails, postage prepaid, certified or registered mail, return receipt requested, or upon delivery thereof if otherwise given. Either party may change the address to which notices may be given by giving notice as above provided.

20. **Assignment.** Comcast shall not assign its rights hereunder without the prior written consent of the City, which consent shall not be unreasonably withheld. No assignment of the privileges and benefits accruing to Comcast herein and no assignment of the obligations or liabilities of Comcast herein, whether by operation of law or otherwise, shall be valid without the prior written consent of the City, which shall not be unreasonably withheld. Notwithstanding the foregoing, this Agreement may be assigned to the transferee or successor to Comcast's franchise with the City.

21. **Successors.** Subject to the preceding paragraph, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

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

23. Dispute Resolution Procedures.

- A. **Mediation/Arbitration.** 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 Commercial Rules of the American Arbitration Association before resorting to arbitration. The mediator may be selected by agreement of the parties or through the American Arbitration Association.
- B. 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 Commercial Rules of the American Arbitration Association. 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.

24. Force Majeure. Neither party shall be liable to the other party for any delay, failure in performance, loss or damage due to force majeure conditions such as fire, explosion, power blackout, earthquake, volcanic action, flood, hurricane, the elements, strike, embargo, acts of terrorism, acts of military authority, war, acts of God, or other causes beyond their reasonable control.

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

26. Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competitive 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.

27. 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 condition or provision of this Agreement.

28. 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.

29. Time of Essence. Time is of the essence for each and all of the terms, covenants, and conditions of this Agreement.

30. **Concurrent Originals.** This Agreement may be signed in counterpart originals.

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

32. **Recordation.** Either party may record this Agreement in the appropriate records.

IN WITNESS THEREOF, three (3) 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

By: _____

Name: _____

Title: _____

21630 11th Ave S.
Des Moines, WA 98198

Dated _____

COMCAST OF WASHINGTON IV, INC.

By: _____

Name: _____

Title: _____

PO Box C-8004
Bothell, WA 98082-8004

Dated _____

APPROVED AS TO FORM:

_____ City Attorney

Comcast Fiber Optic Cable Crossing
Des Moines to Maury Island
Project Summary and Installation Description

Comcast proposes to install submarine fiber optic cable from Des Moines to Maury Island. Landing points for the cable crossing are proposed at the north end of the Des Moines marina and approximately 0.6-mile north of Point Robinson on Maury Island. The project within the City of Des Moines will be conducted in two phases: 1) installation of shore vault and conduit, and shortly thereafter 2) installation of offshore cable. Shore construction requires approximately three days. Offshore cable installation will be completed in approximately five to seven days. Depending on the construction and tide schedules a delay between the phases may occur.

Phase one consists of:

- 1) Open trenching across Cliff Ave S and along the grass shoulder of S 222nd St (North Marina entrance road) from the utility pole to the proposed vault location (approximately 100-ft).
- 2) Directional Bore and conduit placement from the proposed vault location to just east of the existing PSE power cable (approximately 200-ft)
- 3) Excavation and placement of the transition vault. The transition vault is required for cable splicing and routine maintenance. The concrete vault is approximately 6'x10'. The excavation necessary for the installation of the vault will be approximately 11 feet long by 9 feet wide by 10 feet deep. Approximately 16 cubic yards of material will be exported during excavation. The material not used for backfill will be disposed of at an appropriate off-site location.

Installation Details: The equipment necessary to complete these steps include a backhoe, a directional bore machine (See Exhibit #1), a vacuum truck, and a dump truck. The noise levels associated with the work will be consistent with short-term heavy equipment operation. Work hours are proposed to be 9:00 am to 3:30 pm or as allowed by the City ROW Inspector.

Phase two consist of:

- 1) Hydrojet trenching of the offshore cable at three feet below bottom from the conduit placed during phase one to a water depth of 120-ft; and
- 2) Beyond the water depth of 120-ft, surface lay the cable across to Maury Island landing site.

Installation Details (See Exhibit #2): A specially equipped cable barge assisted by a tug boat will be used to install the offshore cable. An on-board traction cable rendering machine dispenses the cable from the cable tub or reel through a chute into the water. In areas where the cable is to be buried below bottom, burial is achieved with a hydrojet cable burial vehicle towed by the barge. The vehicle is designed with large area bearing surfaces to have a minimum impact on the seabed. It utilizes a 4-inch wide stinger equipped with high-pressure water jets to temporarily fluidize bottom sediments in the cable path, enabling depression of the cable and significant re-consolidation of sediments immediately after vehicle passage. In those areas where the cable is being surface-laid, the hydrojet will be retrieved on deck by a stern mounted A-frame.

Exhibit #2

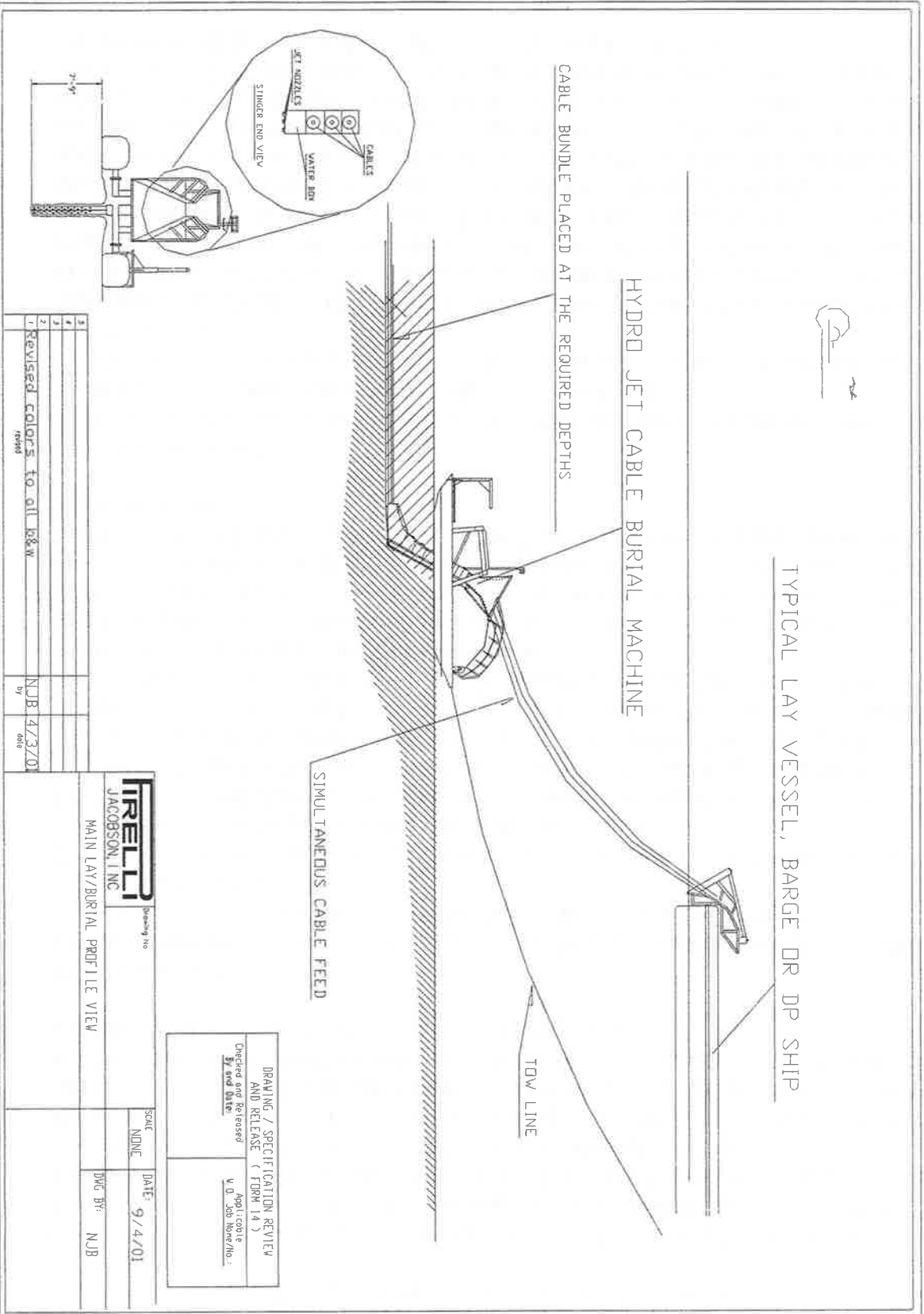
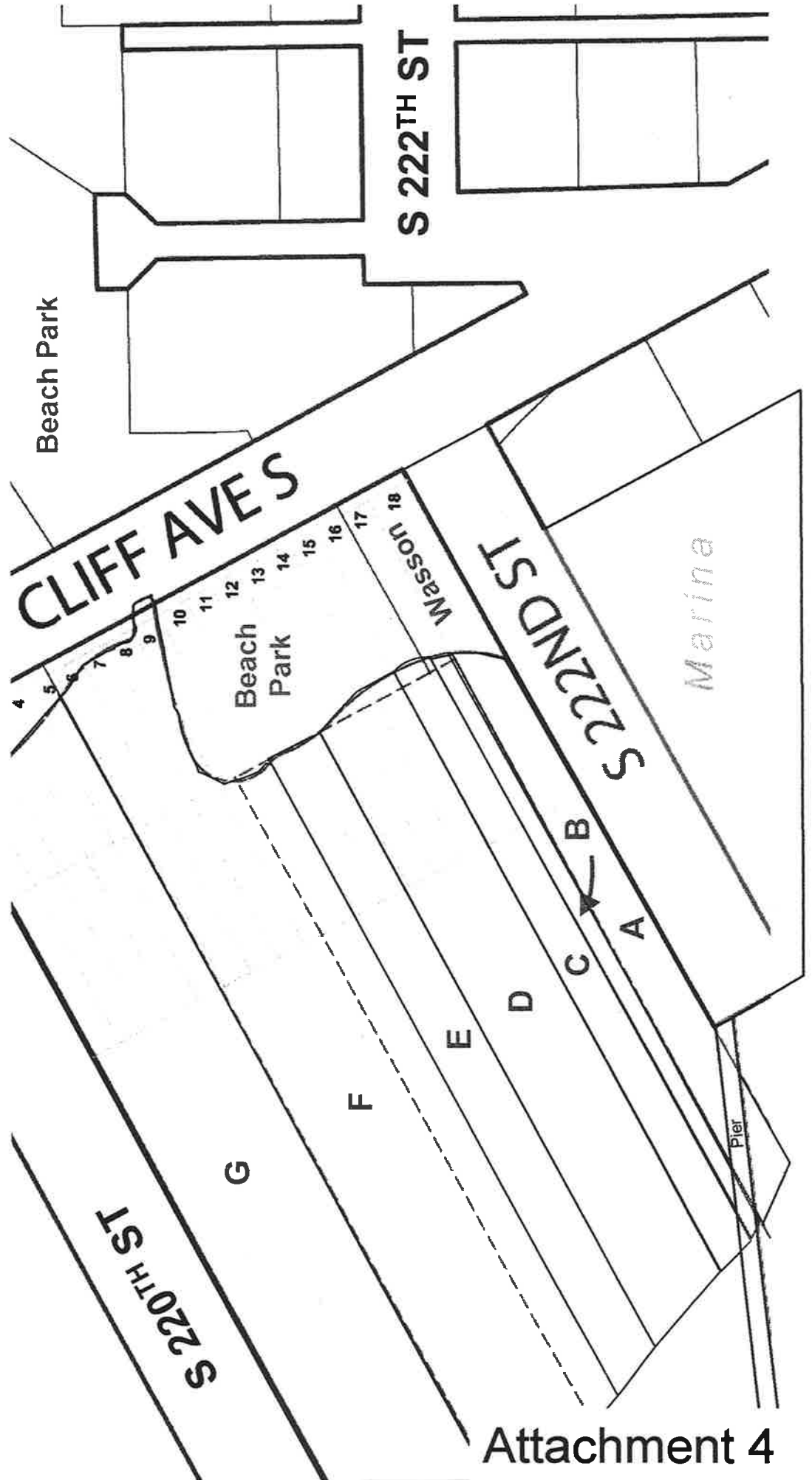


Exhibit #1: Directional Bore Machine



Summary of Tideland Acquisition

- A. Acquired 2/9/89 from Mr. & Mrs. Wasson
- B. Acquired 1/23/89 from estate of Helen Falter
- C. Acquired 2/3/87 from Evangelical Covenant Church
- D. Acquired 2/24/79 from Evangelical Covenant Church
- E. Outside of proposed easement area - acquired 2/3/87 from Evangelical Covenant Church
- F. Outside of proposed easement area - acquired 6/11/87 from King County (w/ land use restrictions)
- G. Outside of proposed easement area - acquired 5/15/87 from Wash. St. Parks (w/ land use restrictions)



7-0

cont to 8/14/03

A G E N D A I T E M**BUSINESS OF THE CITY COUNCIL**
City of Des Moines, WA**SUBJECT:** Des Moines City Council
Rules of Procedure**ATTACHMENTS:** Draft Resolution No. 03-109**FOR AGENDA OF:** July 10, 2003**DEPT. OF ORIGIN:** Administration**DATE SUBMITTED:** July 8, 2003**CLEARANCES:**
[X] Legal **APPROVED BY CITY MANAGER****FOR SUBMITTAL:** **PURPOSE AND RECOMMENDATION**

This item is on the agenda at the request of three Councilmembers for revisions of a number of Council Rules of Procedure. The City Attorney reviewed and redrafted the requested revisions, and provides the attached resolution amending City Council Rules of Procedure Nos. 5, 9, 10, and 20, as requested by the Councilmembers.

As required by DMMC 4.12.030, to adopt the amendments, the City Council must pass Draft Resolution No. 03-109 in its current or amended form to a second reading for adoption at a subsequent regular Council meeting.

MOTION: "To place Draft Resolution No. 03-109, amending Council Rules 5, 9, 10, and 20 of the Des Moines City Council Rules of Procedure, on a subsequent regular Council meeting agenda for adoption."

DISCUSSION

DISCUSSION

Descriptions of the proposed amendments are as follows:

- **Rule 5 - Presiding Officer.** This amendment limits the power of the Mayor Pro Tempore when acting as Mayor in preparing a meeting agenda or presiding over a meeting. The Mayor Pro Tempore would have authority only to approve the Council meeting agenda or study session worksheet as to form without introducing or deleting items of business, and to preside at the meeting by following the approved agenda or study session worksheet as written.
- **Rule 9 - Council Meeting Agenda.** This amendment changes the way a regular meeting agenda is prepared and used at a Council meeting. The amendment does not change the process of introducing new items to the preliminary agenda: items may be introduced by the Presiding Officer, three Councilmembers, or the City Manager. Under the amendment, the Presiding Officer has authority to delete items from the **preliminary** agenda, except that the Presiding Officer may not delete items proposed by three Councilmembers; and deleted items are to be placed on a future Council agenda to determine whether and when they will be acted upon. Language that appeared to give the Presiding Officer authority to delete items from a prepared agenda is removed from the rule. The rule is changed to require 72 hours advance posting of the meeting agenda, in order to be consistent with DMMC 4.04.030.
- **Rule 10 - Study Sessions.** This amendment permits a meeting to be designated as a study session only when there are no more than four items of business.
- **Rules 20 - Order of Business.** There are three amendments to this rule. The amendment in the first paragraph provides that any ruling by the Presiding Officer relative to rearrangement of items on the agenda may be overruled by a vote of a majority of members present. The amendment to subsection 20(f)(2)d. corrects an oversight from a 2000 amendment, which added a third paragraph to the section, but failed to change the reference from “two” to “three.” The amendment to 20(j)(3) codifies the current practice of addressing items removed from the consent calendar as the next business in order following conclusion of the consent calendar.

CITY ATTORNEY'S REDRAFT 7/07/03

DRAFT RESOLUTION NO. 03-109

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, amending Des Moines City Council Rules of Procedure Rule 5, regarding Mayor Pro Tempore duties; Rule 9, regarding City Council meeting agenda preparation for regular meetings; Rule 10, regarding City Council study session worksheet preparation for study session meetings; and Rule 20, regarding City Council meeting order of business; and amending Rules 5, 9, 10, and 20 of section 1 of Resolution No. 525 as amended by Resolution No. 659 as amended by section 2 of Resolution No. 754.

WHEREAS, the DMMC 4.12.030 expressly provides that "The rules may be amended or new rules may be adopted by an affirmative vote of at least a majority of the whole membership of the council," and

WHEREAS, DMMC 4.12.030 further provides that "(A)any such amendments or new rules shall be submitted in resolution form at a regular meeting and shall be placed on the council agenda under the order of new business," and

WHEREAS, DMMC 4.12.030 also provides that "A vote of the council to adopt such a resolution shall occur at a subsequent regular meeting," and

WHEREAS, the City Council finds that it is in the public interest to amend Rule 5, regarding Mayor Pro Tempore duties; Rule 9, regarding City Council meeting agenda preparation for regular meetings; Rule 10, regarding City Council study session worksheet preparation for study session meetings; and Rule 20, regarding City Council meeting order of business; now therefore,

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

Sec. 1. Rule 5 of the Des Moines City Council Rules of Procedure and Rule 5 of section 1 of Resolution No. 525 are hereby amended as follows:

PRESIDING OFFICER

Rule 5. The Mayor shall preside at meetings of the Council, and be recognized as the head of

the City for all ceremonial purposes. The Mayor shall have no regular administrative or executive duties. In case of the Mayor's absence or temporary disability the Mayor Pro Tempore shall act as Mayor during the continuance of the absence. When the Mayor Pro Tempore acts as Mayor by participating in preparation of a Council meeting agenda or study session worksheet, or by presiding at a meeting of the Council, the Mayor Pro Tempore shall have authority only to approve the Council meeting agenda or study session worksheet as to form without introducing or deleting items of business, and to preside at the meeting by following the approved agenda or study session worksheet as written. In case of the absence or temporary disability of the Mayor and the Mayor Pro Tempore, a Mayor Pro Tempore selected by members of the Council shall act as Mayor during the continuance of the absences or disabilities. The Mayor or Mayor Pro Tempore are referred to as "Presiding Officer" from time to time in these Rules of Procedure.

Sec. 2. Rule 9 of the Des Moines City Council Rules of Procedure and Rule 9 of section 1 of Resolution No. 525 are hereby amended as follows:

COUNCIL MEETING AGENDA

Rule 9. This rule specifies the method of preparation of a Council meeting agenda for meetings other than study sessions. The Presiding Officer, three (3) Councilmembers, or the City Manager may introduce a new item to the preliminary agenda. The Presiding Officer shall have the option of deleting any item, other than those items introduced by three (3) Councilmembers, from the preliminary agenda until the next regular Council meeting when the full Council shall vote on whether to introduce the item on the agenda for a subsequent Council meeting. The City Clerk, under the direction of the City Manager, shall arrange a list of such matters according to the order of business and

prepare ~~((an))~~ a preliminary agenda for the Council. After the ~~((proposed))~~ preliminary agenda has been approved by the Presiding Officer, a copy of the agenda and supporting materials shall be prepared for Councilmembers, the City Manager, and the press ~~((on or before 4:30 PM two working days))~~ seventy-two (72) hours before a regular Council meeting. ~~((The Presiding Officer shall have the option of deleting any item from the agenda until the next regular Council meeting when the full Council shall vote on whether to introduce the item on the agenda for a subsequent Council meeting. The Presiding Officer, three (3) Councilmembers, or the City Manager may introduce a new item to the agenda.))~~

Sec. 3. Rule 10 of the Des Moines City Council *Rules of Procedure* and Rule 10 of section 1 of Resolution No. 525 as amended by Resolution 659 as amended by section 2 of Resolution No. 754. are hereby amended as follows:

STUDY SESSIONS

Rule 10. Regular Council meetings that are held during the first and third week of each month in accordance with Rule 2, may be designated as Study Sessions by the Presiding Officer when there are no more than four (4) items of business. Study Sessions need have no formal agenda and may be conducted informally so long as such informality is not in conflict with these rules. The purpose of Study Session discussions is to allow Councilmembers to be made aware of impending business and allow informal discussion of issues that might be acted on at a future meeting. These conditions will allow the Councilmembers to communicate informally about these impending issues. The City Clerk, under the direction of the City Manager, shall arrange a Council Study Session worksheet for the Study Session. The Council Study Session worksheet shall, for each item, contain the Discussion Item, the Discussion Item Moderator, and the Discussion Goal. After the proposed Council Study Session worksheet has

been approved as to form, only, by the Presiding Officer, a copy of it along with any supporting materials shall be prepared for Councilmembers, the City Manager, and the press on or before 4:30 PM five (5) working days before the Council Study Session. During the Council Study Session the Discussion Item Moderator may: 1) introduce the subject and give background information; 2) identify the discussion goal; 3) act as facilitator to keep the discussion focused to the eventual discussion goal; 4) alert the Presiding Officer when it is appropriate to call for a motion or other official direction of the Council. The Presiding Officer retains the option of assuming the function of the Discussion Item Moderator in order to keep the discussion properly focused.

Sec. 4. Rule 20 of the Des Moines City Council Rules of Procedure and Rule 20 of section 1 of Resolution No. 525, as amended by section 1 of Resolution No. 894 are each amended as follows:

ORDER OF BUSINESS

Rule 20. The business of all regular meetings of the Council shall be transacted as follows; provided, however that the Presiding Officer may, during a Council meeting, rearrange items on the agenda to conduct the business before the Council more expeditiously. Any ruling by the Presiding Officer relative to rearrangement of items on the agenda may be overruled by a vote of a majority of members present.

- (a) Call to order by the Presiding Officer.
- (b) Pledge of Allegiance.
- (c) Invocation (Presiding Officer's discretion).
- (d) Roll call (See Rule 7 for procedure to excuse an absence).

- (e) Correspondence not previously received by the Council.

(f) **Comments from the public (non-public hearing topics).** Public comments are encouraged and appreciated. The information and advice received from citizens helps the City Council make the best possible decisions.

(1) Procedure.

- a. Citizens are encouraged to supplement verbal comments through written submittals.
- b. All citizens desiring to address Council during the Public Comment period shall first fill out a sign-in sheet and submit the form to the City Clerk prior to the start of Public Comments.

(2) Scope of Comments.

- a. Subjects not on the current agenda. Any member of the public may request time to address the Council after first stating their name, address, and the subject of their comments. The Presiding Officer may then allow the comments subject to such time limitations as the Presiding Officer deems necessary. Following such comments the Presiding Officer may place the matter on the current agenda or a future agenda, or refer the matter to administration or a Council committee for investigation and report.
- b. Subjects on the current agenda. Any member of the public who wishes to address the Council on an item on the current agenda shall make such

request to the Presiding Officer at the time when comments from the public are requested. The Presiding Officer shall rule on the appropriateness of public comments as the agenda items is reached. The Presiding Officer may change the order of speakers so that testimony is heard in the most logical groupings (.e.) proponents, opponents, adjacent owners, vested interests, etc.).

- c. Subjects of a Public Hearing. Comments made during the Public Comment period on a topic set for a public hearing by the City Council shall be out of order. To ensure a fair hearing to applicants or matters that are subject to a public hearing before the City Council, the presiding officer may rule public comments made outside the scope of a public hearing record to be out of order.
- d. Any ruling by the Presiding Officer relative to the preceding ~~((two))~~ three subsections may be overruled by a vote of a majority of members present.

(3) **Rules of Conduct.** A minimum number of basic rules are established to ensure that all individuals wishing to address the City Council are fairly heard.

- a. Each person addressing the Council shall step up to the indicated speakers table, give his or her name and address for the record, and shall limit comments to three (3) minutes.

Groups may be allotted five (5) minutes by the presiding officer

- b. Except where permission is granted by the Presiding Officer, all remarks shall be made only from the designated speaking table and addressed to the Council as a body and not to individual members, the audience or the television cameras.
- c. The City Clerk shall notify the individual when the allotted time has expired and the speaker shall promptly conclude his or her remarks. All speakers are encouraged to submit supplemental or detailed written remarks for Council consideration.
- d. Any person making personal, impertinent, or slanderous remarks, or who becomes boisterous, threatening, or personally abusive while addressing the Council, may be ordered to leave the meeting. The presiding officer has the authority and duty to preserve order at all meetings of the Council, to cause the removal of any person from any meeting for disorderly conduct and to enforce these rules.
- e. The presiding officer may rule "out of order" any comment made with respect to a quasi-judicial matter pending before the Council or its Boards or Commissions. Such comments should be made only at the hearing on a specific matter. If a hearing has been set, persons whose comments are ruled out of order will be notified of the time and place when they can

appear at the public hearing on the matter and present their comments.

- f. Any person whose comments have been ruled out of order by the presiding officer shall immediately cease and refrain from further improper comments. The refusal of an individual to desist from personal, inappropriate, slanderous or otherwise disruptive remarks after being ruled out of order by the presiding officer may subject the individual to removal from the Council Chambers.

(Res. 894, §1, 2000)

- (g) Committee and board reports.
- (h) Presiding Officer's report.
- (i) Administration reports.
- (j) Consent Calendar.

(1) The City Manager, in consultation with the Presiding Officer, shall place matters on the Consent Calendar which have been: (a) previously discussed by the Council, or (b) based on the information delivered to members of the Council by administration that can be reviewed by a Councilmember without further explanation, or (c) are so routine or technical in nature that passage is likely, or (d) as directed by the City Council.

(2) The Clerk shall read the Consent Calendar, including the titles of any ordinances or resolutions contained therein.

(3) The proper Council motion on the Consent Calendar is as follows: "I move adoption of the Consent Calendar". This motion shall be non-debatable and will have the effect of moving to adopt all items on the Consent

Calendar. Since adoption of any item on the Consent Calendar implies unanimous consent, any member of the Council shall have the right to remove any item from the Consent Calendar. Therefore, prior to the vote on the motion to adopt the Consent Calendar, the Presiding Officer shall inquire if any Councilmember wishes an item to be withdrawn from the Consent Calendar. If any matter is withdrawn, the ~~((Presiding Officer shall place the item at an appropriate place on the agenda for the current or a future meeting))~~ item withdrawn from the consent calendar shall be the next business in order following the conclusion of the consent calendar.

(k) Public Hearings (see Rule 21 for procedural details).

(l) Old Business.

(m) New Business.

(n) Executive Session (as required)

(o) Next meeting date announced by Presiding Officer.

(p) Adjournment. No meeting shall be permitted to continue beyond 10:30 PM without approval of three fourths of the Councilmembers who are present and eligible to vote. A new time limit must be established before taking a Council vote to extend the meeting. In the event that a meeting has not been closed or continued by Council vote prior to 10:30 PM, the items not acted on shall be deferred to the next regular Council meeting as old business, unless the Council, by a majority vote of members present, determines otherwise. (Res. 525 S1, 1988).

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.

Resolution No. ____
Page 10 of ____

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

DRAFTRES: 03-109 2d draft

***AGENDA ITEM REVISION ***
July 10, 2003

NEW BUSINESS ITEM #1

BECK-KOMBOL EASEMENT
REQUEST

Administration recommends that the City Council consider a wider easement (20 feet) than what is discussed in the packet. Passage of the following motion would allow the wider easement.

Revised Motion: “I move to revise Draft Resolution No. 03-157 by expanding the temporary easement width from 10 feet to 20 feet, to adopt the revised Draft Resolution, and to authorize the City Manager to sign the temporary easement in accordance with the revised Draft Resolution.”

A G E N D A I T E M

SUBJECT:

*Beck/Kombol Easement Request
File No. LUA 99-052*

ATTACHMENTS:

1. April 3, 2003 Easement Request
2. Draft Resolution No. 03-157
3. Draft Easement
4. Ortho Photo Map
5. Street Section View

AGENDA OF: June 26, 2003

DEPT OF ORIGIN: Comm. Develop.

DATE SUBMITTED June 18, 2003

CLEARANCES:

☒ COMM DEV

☒ LEGAL

APPROVED BY THE CITY MANAGER
FOR SUBMITTAL CTN for TO

PURPOSE AND RECOMMENDATION:

William and Jennifer Kombol are requesting that the City of Des Moines grant a temporary easement for street side-slope purposes across city owned property. The purpose of this agenda item is to provide information related to this request enabling the City Council to determine if it should pass a resolution authorizing the City Manager to sign this easement.

Administration recommends the City Council approve Draft Resolution 03-157 allowing the temporary use of city property for road construction and side slope purposes. Council passage of the following motion would authorize the City Manager to sign an easement authorizing grant approval for these permit applications:

Motion:

"I move to adopt Draft Resolution No. 03-157 authorizing the City Manager to sign a temporary easement for street side slopes."

BACKGROUND:

An assemblage of 17 lots of vacant land totaling 1.2 acres in area exists on the east side 26th Avenue South between South 244th and 246th Streets. Over the last few years, the Community Development Department has been working with the owner of this property to discuss various development options under the current RM-2400, (medium density multi-family) zoning. The owner has expressed a desire to develop the site with a series of zero lot line structures similar to the attached single-family residential development concept allowed by the city. There is currently no improved access to the site. Abutting the site is an undeveloped public right-of-way that is 40 feet wide—26th Avenue South.

DISCUSSION:

A requirement imposed by city staff during the review process was that the owner/developer must provide street improvements to city standards enabling access to all of the subject lots. The applicant has agreed to construct street improvements adjacent to the site and extend those improvements to the south and north to provide a complete street connection between South 246th and South 244th Streets. The City engineering department has reviewed civil engineering plans for this road design. The engineering department is prepared to approve the street plans upon resolution of one issue—slope transitions beyond the improved street area to the west. In order for the road to match the grades of the two east-west roads, South 244th and 246th Streets, the right-of-way must be graded and slightly filled to reach the proper elevation. This work will occur in an area where the natural grade is descending. All of the required road improvements (curb, gutter, sidewalk, pavement, drainage) will fit within the existing right-of-way, but to maintain a more gentle back slope on the west side of the new road, additional area land area beyond the right-of-way is needed to transition the grade of the fill. The applicant's engineer and city engineering department have determined that 10 additional feet would provide for more suitable street shoulder and grade conditions.

Property on the west side of the new street is owned by the City of Des Moines. This land was acquired by the city using County open space funds to ensure that the Parkside wetland and immediate surrounding area would not be privately purchased and developed. Use of city property requires Council authorization. Staff believes that a temporary 10-foot wide easement to establish proper side slopes for the new road is needed. Other design options for the road, those which would not require an easement, have been explored. These options, however, result in retaining structures or a less desirable street design. Staff believes that the road will benefit the city by providing better traffic circulation and future public access to the Parkside wetland property which the City is contemplating improving as a natural interpretative center/open space park. Additionally, the Parks Department has expressed a desire to maintain good edge conditions next to the park for future ease of use and limiting liability.

ALTERNATIVES:

The City Council may:

1. Adopt the draft resolution as written.
2. Adopt the draft resolution with amendments by the City Council.
3. Remand the proposal back to administration for evaluation or study if a specific concern is identified.
4. Do not adopt the draft ordinance.

FINANCIAL IMPACT:

It is the normal practice for individuals seeking easements from other property owners to negotiate or pay for an easement. The city can pursue monetary payment for the easement if the Council so desires. Administration believes that with the slope easement there is an inherent value and a public benefit to have the proposed street developed. Administration believes that the public benefit obtained by having the applicant grade and slope the roadway in a way that makes the Parkside wetlands more accessible to citizens of Des Moines more than compensates for any monetary payment the city could reasonably require.

RECOMMENDATION/CONCLUSION:

Administration concludes that the proposed 10 foot temporary easement is needed to construct a public road of a desired design and quality. Administration recommends that the Council approve the easement and without additional compensation.

CONCURRENCE:

The Community Development and Engineering Department have been extensively involved in the review of the pending property development and associated road construction. Both of these Departments concur it is the best option to build this section of 26th Avenue South with the easement. The Parks and Legal Departments have been briefed on the facts surrounding the easement issue. The Parks Department is concerned if the road is built without the easement that a retaining structure will be required. The Parks Department does not want a retaining structure; they desire to have the most gentle grade transition into park property possible and support a wider easement if this goal can be accomplished. The Legal Department has been closely involved in this process and has prepared the draft resolution and easement.

April 3, 2003

Robert Ruth
City of Des Moines
21630 – 11th Ave. South, Suite D
Des Moines, WA 98198

Re: Request for Slope Easement

Dear Mr. Ruth:

This is our formal written request for an easement on City property for slope purposes in order to construct a public road on 26th Ave. South. The specifics of our plans are contained in Duncanson, Inc. plans as laid out in their project number 02872 and dated March 14, 2003, of which you are in possession.

Very Truly Yours,



William Kombol
30533 – 234th Ave. SE.
Black Diamond, WA 98010

Cc: Kelly Caseel
Duncanson, Inc.
145 S.W. 155th Street #102
Seattle, WA 98166

ATTACHMENT 1

CITY ATTORNEY'S FIRST DRAFT 05/30/03

DRAFT RESOLUTION NO. 03-157

A RESOLUTION OF THE CITY OF DES MOINES, WASHINGTON approving a temporary, non-exclusive easement for the purposes of entering City property and establishing street side slopes through, over, and across City property to support an adjoining and newly-constructed public road, and authorizing the City Manager to sign said Temporary Easement.

WHEREAS, the City has received an application to develop property on the east side of 26th Avenue South between South 244th and 246th Streets, and

WHEREAS, development of the subject site will require street improvements to 26th Avenue South between South 244th and 246th Streets to provide access to City streets and roads, and

WHEREAS, the right-of-way width for 26th Avenue South between South 244th and 246th Streets is forty feet (40') and does not permit adequate road grade transitions on the west side, and

WHEREAS, the City owns the property to the west of 26th Avenue South between South 244th and 246th Streets, and

WHEREAS, the City Council finds it to be in the public interest to grant this temporary, non-exclusive easement to permit construction of side slopes on City property to the west of 26th Avenue South between South 244th and 246th Streets; now therefore,

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

Sec. 1. The City of Des Moines grants a temporary, non-exclusive easement to William J. Kombol and Jennifer M. Kombol, as set forth in the easement attached hereto as Exhibit "A", which is hereby incorporated by reference, for the purpose of entering City property and establishing street side slopes through, over, and across City property to support an adjoining and newly-constructed public road, 26th Avenue So. between South 224th and South 246th Streets. The easement is granted over the premises described in the easement, and subject to the conditions and covenants stated within said easement.

Sec. 2. The City Manager is hereby authorized to sign the Temporary Easement for slopes for public streets substantially in the form of Exhibit "A" attached.

Sec. 3. Nothing in this resolution shall be construed as excusing the grantee from compliance with all federal, state, or local statutes, ordinances, or regulations applicable to the construction of street improvements to provide access to City streets and roads.

Sec. 4. A certified copy of this resolution shall be attached to and become a part of the evidence of City approval of said Temporary Easement and shall be delivered to the applicant.

Sec. 5. Certified or conformed copies of this resolution shall be delivered to the following:

- (1) City of Des Moines Community Development and Public Works Departments;
- (2) King County Fire Protection District No. 26; and
- (3) City Clerk of the City of Des Moines.

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

Filed for Record at Request of:

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

Attn: City Attorney's Office

TEMPORARY EASEMENT
(Slopes for Public Street)

THIS AGREEMENT by and between the CITY OF DES MOINES, a Washington Municipal Corporation, hereinafter termed "Grantor", and WILLIAM J. KOMBOL and JENNIFER M. KOMBOL, Husband & Wife, hereinafter termed "Grantee".

WITNESSETH:

That the said Grantor, for valuable consideration and for the benefit of the public, does by these presents grant unto the Grantee, a temporary, non-exclusive easement for the purposes of entering and establishing side slopes through, over, and across the following described property to support an adjoining and newly constructed public road:

A ten (10) foot-wide easement within the following described real property:

The east 10 feet of lots 1 through 20, inclusive, located in Block 14 of Interurban Heights Second Addition to Des Moines all in the northeast quarter of Section 21, Township 22 North, Range 04 East, of Willamette Meridian, King County, Washington.

Said Grantee shall have the right, without prior institution of any suit or proceeding at law and at such times as may be necessary after Grantor approves associated road and drainage design plans, to enter upon said easement for the purpose of depositing, compacting, grading and otherwise preparing specified structural fill material consistent with approved plans, without incurring any legal obligation or liability therefor; provided that such shall be accomplished in a manner that private improvements shall not be disturbed or destroyed, or in the event that they are disturbed or destroyed, they will be replaced in as good condition as they were

immediately before the property was entered upon by the Grantee; and further provided that Grantee obtains all required permits and approvals from Grantor as may be necessary; except and unless it is mutually agreed upon that an emergency exists under which circumstance any required permits or approvals shall be obtained after-the-fact by Grantee.

The Grantee agrees that only specified structural fill previously approved by the Grantor shall be used to establish the street side slopes and no enlargement or alteration of the deposited structural fill is permitted without prior approval of the Grantor.

The Grantee hereby assumes sole financial responsibility for the cost of all material and labor to establish the street side slopes and shall hold the Grantor harmless from any damages, loss or expenses resulting from any of Grantee's activities on or use of the easement.

The foregoing hold harmless agreement includes, without limitation, the existence, deposit or cost of removal of "hazardous materials" and it the Grantor reserves the right to cancel and declare null and void this Slope Easement for Public Street in the event "Hazardous Material" is deposited upon or discovered in the Easement area or upon any real property adjacent to the Easement area, whether or not said real property is owned by the Grantor. For the purposes of this Easement, "Hazardous Material" means and includes any hazardous, toxic or dangerous waste, substance or material defined as such in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA), 42 USC Section 9601, et seq., and as hereinafter amended. Grantor shall not be able to exercise its right to cancel this Easement until after Grantor provides Grantee with at least seventy-two (72) hours notice of intent to cancel for a reason described in this paragraph and Grantee fails to take prompt remedial action to the satisfaction of Grantor.

This is a temporary, non-exclusive easement and not a covenant running with the land. It shall terminate once street side slopes have been fully completed by Grantee and inspected and approved by Grantor and, in any event, no later than September 30, 2004.

DATED this _____ day of _____, 2003, at Des Moines, WA.

THE CITY OF DES MOINES
A Municipal Corporation

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

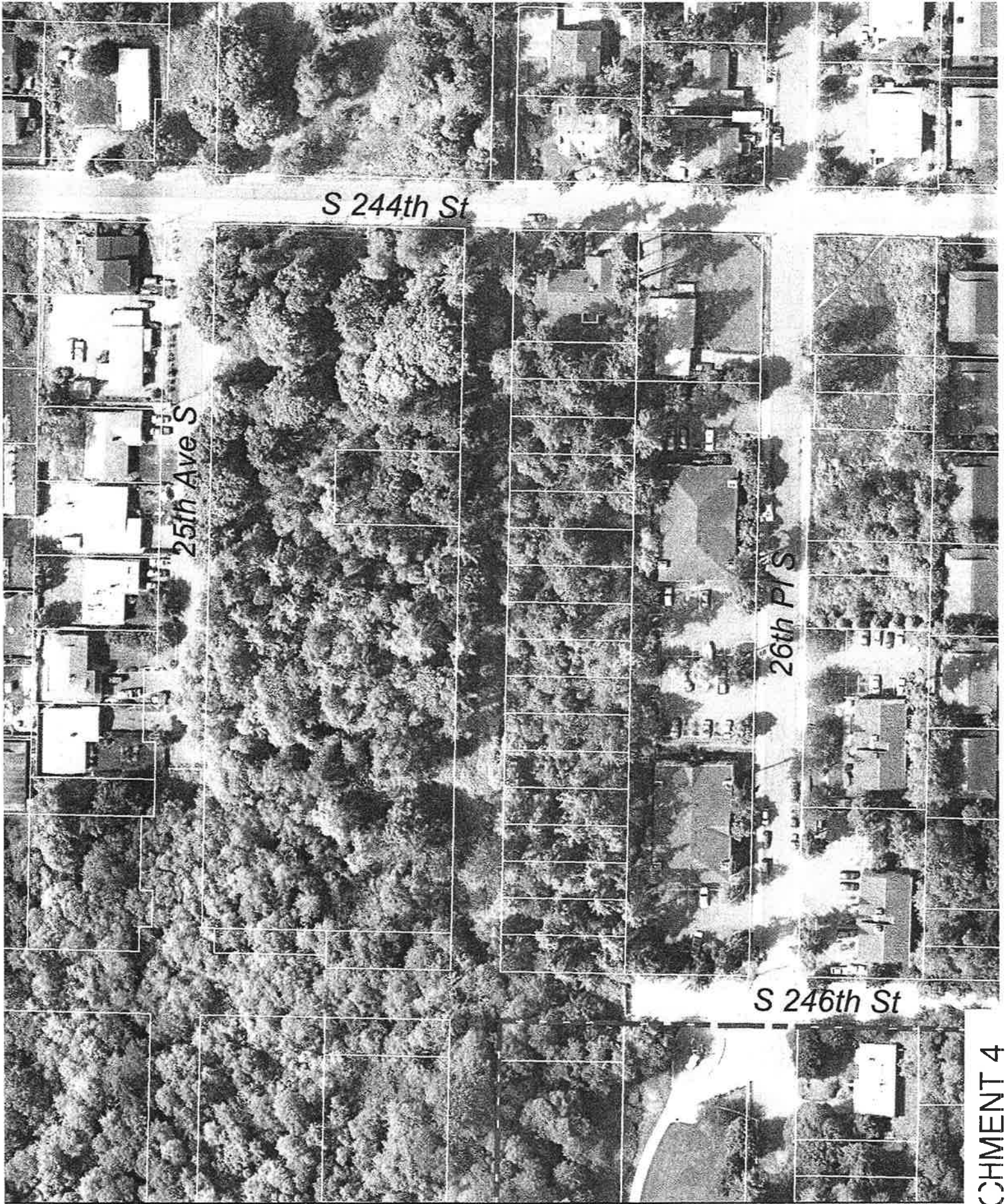
Under authority granted in Resolution
No. _____, adopted by the Des Moines
City Council in an open public meeting
held on _____.

STATE OF WASHINGTON)
 } ss.
COUNTY OF KING)

On this day personally appeared before me Anthony A. Piasecki who did say he is the City Manager of the City of Des Moines, a municipal corporation, and the person that executed the foregoing Easement and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of the corporation.

Given under my hand and official seal this _____ day of _____, 2003.

Notary Public in and for the State of
Washington, residing at _____,
My commission expires _____

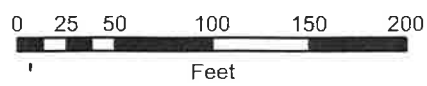


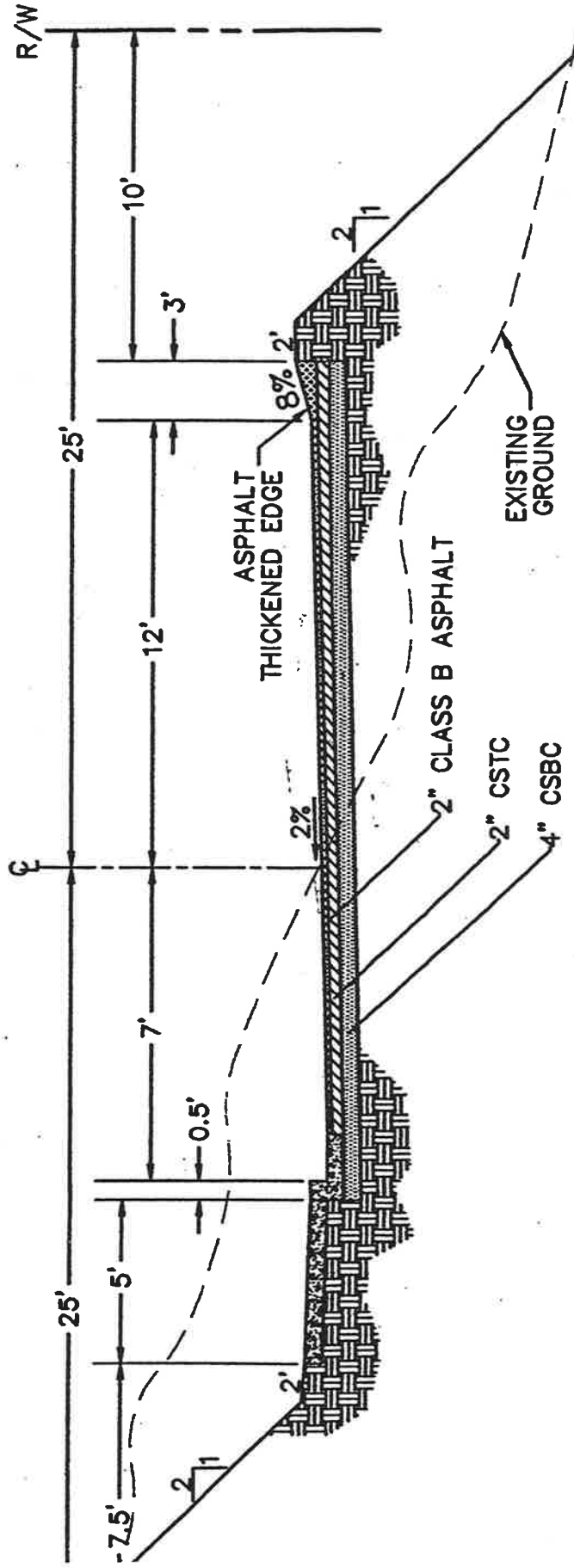
S 244th St

25th Ave S

26th Pl S

S 246th St





26TH AVENUE SOUTH X-SECTION

(LOOKING SOUTH) NTS

1

passed 70

AGENDA ITEM

SUBJECT: Redondo Boat Launch

ATTACHMENTS:

1. Bid Summary
2. Budget Summary

AGENDA OF: July 10, 2003

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: May 31, 2003

CLEARANCES:

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

APPROVED BY CITY MANAGER

FOR SUBMITTAL: CTR for TP

Purpose and Recommendation:

The purpose of this report is to seek City Council approval of the construction contract for the Redondo Boat Launch Improvements.

Suggested Motion

"I move to award the construction contract for the Redondo Boat Launch Improvements to Ohno Construction, in the amount of \$843,962.60 and further to authorize the City Manager to sign said contract substantially in the form provided in the construction documents, plus authorize the City Manager or his designee to approve change orders up to an amount of 10% of the contract amount."

Background:

The Redondo Boat Launch Improvement Project was re-bid in order to provide the City with more options regarding the scope of the construction contract. The request for bids was advertised on June 19, 2003 (based upon Council direction). The bids were opened on July 3, 2003.

Discussion:

Three contractors bid on the project (see Attachment 1). Ohno Construction, the low bidder for the first advertisement, is again the low bidder. Ohno Construction specializes in building recreational facilities and has excellent references.

City staff and the Municipal Facilities Committee (MFC) have strived to lower construction costs without sacrificing project quality. This approach has again produced bids that are too

high to fund the entire project. Staff recommends that the Council award the construction contract with the following features:

Ohno Construction

A: Base bid amount:	\$763,711.60
B: Electrical system	36,601.00
C: Conduit for future gate system	7,380.00
F: Demo. landscaping	34,470.00
H: Remove rip-rap	1,800
Total contract	\$843,962.60

Staff's recommendation requires the following sacrifices:

- a. No extension or replacement of the north boarding float at this time.
- b. No electronic gate or ticket system at this time.
- c. No arbors (members of the Redondo community have expressed a willingness to fund this portion of the project).
- d. Proceeding with only \$9,227 in contingency.

The north float can be extended in the future when funds become available. Ohno Construction would install all new piling on the north side of the ramp, for both the existing float and the future float extension.

Unless additional funds or cost savings are found, the current "honor system" will continue to be used for the pay station. The City will continue to manually lock and unlock the gates each day.

The minimal contingency proposed above is certainly a concern. If problems arise, the City Council will either have to identify alternative funding sources or staff will have to reduce the project scope through the change order process. Administration does not like to approach capital projects in this manner but believes this project (and the IAC grant) should go forward.

Alternatives:

1. Award the contract as recommended by staff.
2. Identify additional funds and award the contract with more of the "optional" items.
3. Reject all bids and re-advertise the project in 2004.

Financial Impact:

If no new issues arise during construction, the project can be completed with the funds available. On the other hand, if there are major new costs as the project unfolds, then commensurate cost savings in other areas will have to be found.

Recommendation/Conclusion:

Staff has received positive reference results and recommends taking advantage of the low bid received, and awarding the Redondo Boat Launch Improvement Project to Ohno Construction in the amount of \$843,962.60.

Concurrence:

None. Short timeframes and holiday schedules precluded the MFC from reviewing the bid results.



**Redondo Boat Launch Renovation
BID OPENING CHECKLIST & BID SUMMARY
July 3, 2003 2 p.m.**

Contractor		Proposal (Prepared in Ink, Words & Figures, and Signed)	Bid Security (5% of Bid)	Non-Collusion Affidavit (Signed & Notarized)	Bidder's Qualifications	Proposed Subcontractors & Mat'l Suppliers	Schedule A - Base Bid	Schedule B - Addfor Elec Conduit/Light Pole Bases	Schedule C - Add for Elec Systems, Excl Gate/Ticket Sys	Schedule D - Add for New North Timber Float	Schedule E - Add for North Float in Place of Existing Float	Schedule F - Landscaping	Schedule G - Directional Signs	Schedule H - Add for Removal of Riprap	Schedule I - Add for Arbors
1	Ohno Construction	X	X	X	X	X	\$763,711.60	\$36,601	\$7,380	\$49,640	\$73,043	\$34,470	\$9,653	\$1,800	\$60,642
2	Grade, Inc.	X	X	X	X	X	\$849,122.50	\$38,000	\$4,914	\$49,635	\$87,050	\$20,325	\$10,000	\$4,900	\$80,000
3	Culbertson Marine	X	X	X	X	X	\$848,972.50	\$41,465	\$9,360	\$92,580	\$74,230	\$23,500	\$6,500	\$2,200	\$56,576
1															
2															
3															
4															
5															
6															
7															

The City reserves the right to reject any or all bids, to waive informalities in the bidding, and to make an award as deemed to be in the best interest of the City.

Redondo Construction Budget - 07/03/03

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%	
Re-bid service	3,000.00		3,000.00		
Prof. Serv.s Subtotal	42,000.00	4,000.00	38,000.00	9.5%	
Contingency	-		-	#DIV/0!	
Prof. Serv.s Total	42,000.00	4,000.00	38,000.00	9.5%	38,000.00

Construction Contract					
Construction contract w/tax	843,962.60	-	843,962.60	0.0%	
			-	#DIV/0!	
Construction Subtotal	843,962.60	-	843,962.60	0.0%	
Contingency	-		-	#DIV/0!	
Construction Total	843,962.60	-	843,962.60	0.0%	843,962.60

Equipment/Materials					
Whisprwave w/ tax	203,130.00		203,130.00	0.0%	
Anchor system	97,430.00				
Park and Rec. sign	350.00		350.00	0.0%	
Directional signs	4,500.00		4,500.00		
Equipment Subtotal	305,410.00	-	207,980.00	0.0%	
Contingency	-		-	#DIV/0!	
Equipment Total	305,410.00	-	207,980.00	0.0%	207,980.00

Other					
Utilities/Temp. Facilities	1,500.00		1,500.00	0%	
Printing	5,500.00	3,739.43	1,760.57	68%	
Advertising	400.00	543.15	(143.15)	136%	
Permit fee	30,000.00		30,000.00	0%	
Miscellaneous			-	#DIV/0!	
Other Total	37,400.00	4,282.58	33,117.42	11%	33,117.42

Total	1,228,772.60	8,282.58	1,123,060.02	0.7%	1,123,060.02
	-	-	-	#DIV/0!	-

Grand Total	1,228,772.60	8,282.58	1,220,490.02	0.7%	1,123,060.02
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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)	-	1,228,772.60			
Difference (Shortage)		9,227.40			

AGENDA ITEM

SUBJECT:

Revision of mobile home park regulations

AGENDA OF: July 10, 2003

DEPT. OF ORIGIN: Community Development

DATE SUBMITTED June 27, 2003

ATTACHMENTS:

1. Draft Ordinance 02-177

CLEARANCES:
[X] LEGAL

APPROVED BY THE CITY MANAGER
FOR SUBMITTAL

Purpose and Recommendation:

Suggested Motion:

"I move to adopt Draft Ordinance 02-177

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

Background:

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

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

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

Discussion:

The changes to the draft ordinance include:

- Minor changes to the definition section of the chapter to provide more current language
- Requires annual inspection of mobile home parks for compliance with provisions of this chapter
- Includes language detailing failure to remedy corrections found at the annual inspection as a basis to revoke the business license
- Requires all fire lanes to be clearly marked and remain free of parking
- Requires all outdoor storage areas in and around mobile homes to be adequately screened acceptable to the Community Development Department
- Clarifies language requiring mobile home park owners to be responsible for collection and disposal of solid waste
- Allows the required site plan to be prepared by an engineer or surveyor or in a form acceptable to the Community Development Department
- Allows owners until January 31, 2004 the opportunity to provide the required site plan
- Allows setbacks to mobile homes that were in place at the time the mobile home was placed on the site.
- Additional minor editing to the ordinance

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

Alternatives:

The Council has three options concerning this ordinance:

1. Adopt the draft ordinance as revised by Council
2. Direct staff to further revise the draft ordinance based on additional Council discussion
3. Do not adopt the draft ordinance

Financial Impact:

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

Recommendation/Conclusion:

Administration recommends adoption of draft ordinance 02-177

Concurrence:

None

COMMUNITY DEVELOPMENT'S FIRST DRAFT 9/12/02
COMMUNITY DEVELOPMENT'S SECOND DRAFT 3/05/03
COMMUNITY DEVELOPMENT'S THIRD DRAFT 6/17/03

DRAFT ORDINANCE NO. 02-177

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

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

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

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

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

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

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

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

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

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

14.48.020 Findings and policy.

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

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

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

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

14.48.030 Definitions.

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

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

industrialized, modular, sectional, or sectionalized construction.

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

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

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

(5-6) "Recreational vehicle" means a vehicular type unit primarily designed as temporary living quarters for recreational, camping, or travel use with or without motive

power of such size and weight as not to require a special highway movement permit and certified as approved as such by the State Department of Labor and Industries. Recreational vehicles shall include but are not limited to campers, motor homes, travel trailers, and camping trailers.

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

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

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

14.48.040 General requirements.

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

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

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

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

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

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

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

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

14.48.060 Density requirements.

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

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

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

14.48.080 ~~Development standards~~ Lots.

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

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

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

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

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

14.48.100 ~~Development standards~~ - Setbacks.

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

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

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

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

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

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

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

14.48.110 ~~Development standards~~ - Parking spaces.

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

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

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

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

14.48.120 ~~Development standards~~ Streets and access.

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

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

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

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

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

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

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

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

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

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

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

14.48.150 ~~Development standards~~ - Drainage.

Drainage and runoff plans shall be approved by the public works director.

14.48.160 ~~Development standards~~ - Sewers.

Each mobile home shall be connected to sanitary sewers. A valid side sewer permit shall be obtained prior to any connection to any sewers.

14.48.170 ~~Development standards~~ -

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

14.48.180 ~~Development standards~~ - Lighting.

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

14.48.190 ~~Development standards~~

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

14.48.200 ~~Development standards~~ -

Screening.

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

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

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

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

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

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

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

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

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

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

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

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

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

renewal of a business license as required by DMMC
14.44.050.

14.48.280 Preexisting mobile home parks.

All mobile home parks existing before July 1, 1992, and which were in compliance with existing City or county codes at the time of their establishment, shall be legal, nonconforming uses and are entitled to the number of mobile homes which was permitted by the applicable ordinance in effect at the time the mobile home park was established, the number and configuration of individual spaces which are provided for placement of a mobile home for dwelling unit purposes existing on July 1, 1992, and the privilege of locating in such spaces mobile homes of a size suitable to the dimensions of the individual spaces and subject to the setback requirements which were in place at the time the mobile home was placed ~~.which are provided for mobile home placement;~~ provided:

(1) The owner of the mobile home park shall provide the City Community Development Department by ~~December 28, 1992~~ June 30, 2003, January 31, 2004 a plan or schematic of the mobile home park drawn to scale, showing the location and dimension of each space for the placement of mobile homes;

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

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

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

14.48.300 Inspections.

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

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

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

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

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

14.48.340 Park administration.

(1) The owner(s) of a mobile/manufactured home park shall be responsible for the development and maintenance of the park in strict conformity with this chapter, the building site plan, and all other applicable laws and ordinances.

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

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

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

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

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

NEW SECTION. Sec. 2 Severability-Construction

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

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

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

Ordinance No. ____
Page 16 of ____

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

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published: _____

Effective Date: _____

DRAFTORD/02/177

passed 7-0

AGENDA ITEM

SUBJECT: Pacific Highway South
Improvement Project

AGENDA OF: July 10, 2003

DEPT. OF ORIGIN: Public Works

ATTACHMENTS:

DATE SUBMITTED: July 3, 2003

1. Bid Evaluation Form
2. Map of Project
3. Approved Capital Improvement Plan
4. PHS Project Budget
5. PHS Project Funding Sources

CLEARANCES:

[X] Finance pl

[X] Public Works W. H. Hines

[X] Legal R. B. B.

APPROVED BY CITY MANAGER

FOR SUBMITTAL: CTL for TGO

Purpose and Recommendation:

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

Suggested Motion

"I move to award the construction contract for the Pacific Highway South Improvement Project to Ceccanti, Inc., in the amount of \$10,678,380.95 and further to authorize the City Manager to sign said contract substantially in the form as submitted, plus authorize the City Manager or his designee to approve change orders up to an amount of 15% of the contract amount."

1076

Background:

The Pacific Highway South Project has been included in the City's Comprehensive Transportation Plans, Transportation Improvement Plans and Capital Improvement Plans for many years. The project began with its pre-design phase in 1997 with CH2M Hill as the engineering consultant. The construction phase of the project was readvertised for bids on June 17, 2003, and bids were opened on July 1, 2003.

The new roadway improvements include the widening of the roadway to seven lanes with curbs, gutters, sidewalks, undergrounding of utilities, landscaping and gateway treatments, signal upgrades, bus pullouts, medians, left turn lanes, new traffic signals at South 220th Street and South 224th Street, street lighting and pedestrian lighting. The major goals of the project include improving pedestrian and vehicular safety, improving traffic flow and encouraging economic development.

Discussion:

We received bids from four contractors. All bids were under the most recent engineer's estimate of \$13,359,668 and the low bid is also under the current Capital Improvement Plan estimate of \$11,955,635. The low three bids were less than 2% apart (and the low two bids were less than 0.2% apart). A bid tabulation detailing each of the bids is included as Attachment #1.

Construction contingency is necessary to ensure that additional costs due to delay are not incurred when changed and/or unforeseen conditions are experienced on the site. Staff has included a 15% contingency in the proposed motion. There is risk associated with a contingency this low. With a project of this size, the costs due to a delay in addressing a changed condition in the field could be substantial.

Currently minor changes to the plans are already anticipated and change orders will be required to accomplish the work. Although the City has rights of possession and use for all property needed for the project, the City has not reached settlement with some of the remaining site owners. Some of the recent property settlements require revisions to the design of driveway and frontage improvements. These revisions will require change orders.

Furthermore, the chances of encountering an obstruction, or a utility, or a hazardous material not shown in the contract plans in the length of the undergrounding work on the project is highly likely. Being able to quickly enter into a change order for any increased work with the contractor will reduce potential delay time and costs.

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 due to changes in bidding climate, asphalt (oil) prices, and inflation. Also, given the high amount of interest in the project and the large number of bidders, the likelihood of receiving lower bids is remote. Some of the outside funding will be in jeopardy due to time constraints.

Financial Impact:

The current Capital Improvement Plan estimated the construction phase of this project at \$11,955,635, and the entire project was estimated at \$20,527,518. The current estimate for the entire project is \$22,135,133. A breakdown of this estimate is included as Attachment #4.

To date, staff has obtained an estimated \$19,838,368 for the project from numerous sources in over 15 separate applications. Most of the funding is federal. Approximately one quarter of the funds are from the State fuel tax. A list of the funding sources is included as Attachment #5.

To fund the remaining \$2.3 million dollars, Staff has applied for a Public Works Trust Fund Loan. Additionally, a small amount of in-lieu fees have been collected when parcels have been redeveloped along the highway (~\$45,000).

The Public Works Trust Fund (PWTF) loan has been applied for, and we have also accepted a \$10,000 PWTF Loan for preconstruction. The loan applications are identical for the construction and preconstruction loans, and staff's preconstruction loan application received an outstanding rating. In the unlikely event that the City does not receive the PWTF construction loan, staff has applied for and has received approval for a line of credit for up to \$3.7 million.

Recommendation/Conclusion:

Staff has reviewed the bid proposals received and recommends taking advantage of the low bid received, by awarding the Pacific Highway South Improvement Project to Ceccanti, Inc.

Concurrence:

Funding for the project has been reviewed with the finance department. The contract and associated documents for the project are standard forms used by the Washington State Department of Transportation on federally funded projects.

**City of Des Moines
Pacific Highway South
Bid Evaluation Form**

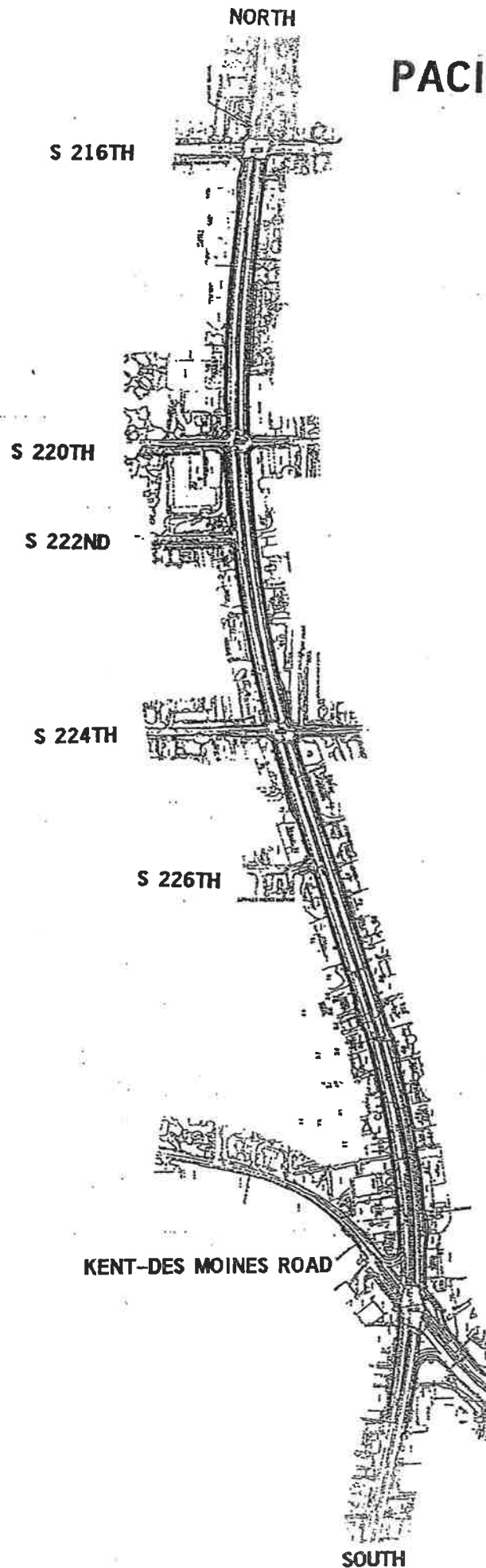
City of Des Moines - Pacific Highway South Redevelopment Project															
Re-bid		ITEM		SP or STD		Section	Unit	Total Quantity	Engineer's Estimate		Ceccanti Bidder #2		SCI Bidder #1		Mer
ITEM No.	ITEM								Unit Price	EXTENSION	Unit Price	EXTENSION	Unit Price	EXTENSION	Unit Pri
1	Construction Surveying	SP	1-05.5(5)	LS	1	90,000.00	10,000.00	141,100.00	1.00	2,000.00	1,500.00	3,000.00	100,000.00	150,000.00	150,000.00
2	Training	STD	1-07.11(7)	HRS	2,000	5.00	10,000.00	1,000.00	1,000.00	1,000.00	3.00	6,000.00	150,000.00	150,000.00	150,000.00
3	SWPPP	SP	1-07.15	LS	1	10,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,500.00	1,500.00	75,000.00	75,000.00	75,000.00
4	Utility Potting	SP	1-07.17(3)	FA	1	75,000.00	75,000.00	75,000.00	75,000.00	75,000.00	75,000.00	75,000.00	100,000.00	100,000.00	100,000.00
5	Resolution of Utility Conflicts	SP	1-07.17(4)	FA	1	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	5,000.00	5,000.00	5,000.00
6	Progress Schedule	SP	1-08.3	LS	1	25,000.00	25,000.00	1,000.00	1,000.00	1,000.00	5,000.00	5,000.00	510,000.00	510,000.00	452,000.00
7	Mobilization	SP	1-09.7	LS	1	980,800.00	980,800.00	1,295,000.00	35.00	105,000.00	123,000.00	123,000.00	123,000.00	123,000.00	123,000.00
8	Off-Duty Uniformed Police Officer	SP	1-10.5	HRS	3,000	35.00	105,000.00	15,185.00	15,185.00	60,740.00	41.00	60,000.00	17,280.00	17,280.00	20,000.00
9	Portable Changeable Message Sign	SP	1-10.5	EA	4	2,500.00	10,000.00	90,810.00	1.00	90,810.00	283,500.00	36.50	328,500.00	328,500.00	100,000.00
10	Operation of Portable Changeable Message Sign	SP	1-10.5	HRS	17,280	5.00	86,400.00	31.50	32.00	84,480.00	46.50	122,760.00	20,000.00	20,000.00	20,000.00
11	Temporary Traffic Control Devices	SP	1-10.5	LS	1	100,000.00	100,000.00	125,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00
12	Traffic Control Labor	SP	1-10.5	HRS	9,000	28.00	252,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00
13	Traffic Control Labor Supervisor	SP	1-10.5	HRS	2,640	32.00	84,480.00	125,000.00	125,000.00	125,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00
14	Clearing and Grubbing	SP	2-01.5	LS	1	20,000.00	20,000.00	105,000.00	105,000.00	105,000.00	105,000.00	105,000.00	105,000.00	105,000.00	105,000.00
15	Roadside Cleanup	SP	2-01.5	FA	1	200,000.00	200,000.00	10,000.00	10,000.00	10,000.00	13.75	171,875.00	171,875.00	171,875.00	171,875.00
16	Removal of Structures and Obstructions	SP	2-02.5	LS	1	200,000.00	200,000.00	7.30	7.30	45,990.00	11.00	69,300.00	384,000.00	384,000.00	384,000.00
17	Asbestos Survey And Abatement	STD	2-03.5	CY	12,500	2.00	25,000.00	0.30	0.30	121,088.00	4.00	500,000.00	500,000.00	500,000.00	500,000.00
18	Embankment Compaction	SP	2-03.5	TN	30,700	12.00	368,400.00	26.00	26.00	624,000.00	16.00	384,000.00	384,000.00	384,000.00	384,000.00
19	Gravel Borrow Incl. Haul	SP	2-03.5	CY	24,000	16.00	384,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00
20	Roadway Excavation Incl. Haul	SP	2-03.5	FA	1	15,000.00	15,000.00	40,000.00	40,000.00	40,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
21	Sewer Cutting	SP	2-03.5	LS	1	15,000.00	15,000.00	105,000.00	105,000.00	105,000.00	105,000.00	105,000.00	105,000.00	105,000.00	105,000.00
22	Controlled Material Excavation, Incl. Haul	SP	2-03.5	FA	1	15,000.00	15,000.00	40,000.00	40,000.00	40,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
23	Shoring or Extra Excavation Cl. A	SP	2-09.5	LS	1	125,000.00	125,000.00	105,000.00	105,000.00	105,000.00	105,000.00	105,000.00	105,000.00	105,000.00	105,000.00
24	Shoring or Extra Excavation Cl. B	SP	2-09.5	CY	500	80.00	40,000.00	49.00	49.00	24,500.00	70.00	35,000.00	35,000.00	35,000.00	35,000.00
25	Controlled Density Fill	STD	2-09.5	TN	17,141	16.00	274,256.00	12.00	12.00	205,692.00	15.50	265,685.50	265,685.50	265,685.50	265,685.50
26	Crushed Surfacing Top Course (or Base Course)	SP	2-09.5	TN	2,000	50.00	100,000.00	32.00	32.00	64,000.00	65.00	130,000.00	130,000.00	130,000.00	130,000.00
27	Cold Mix Asphalt	SP	5-04.5	TN	16,712	40.00	668,480.00	44.00	44.00	735,328.00	45.00	752,040.00	752,040.00	752,040.00	752,040.00
28	Asphalt Conc. Pavement Cl. A	SP	5-04.5	TN	11,787	40.00	471,480.00	2.00	2.00	24,202.00	3.75	45,378.75	45,378.75	45,378.75	45,378.75
29	Asphalt Conc. Pavement Cl. E	STD	5-04.5	SY	12,101	4.00	48,404.00	30.50	30.50	94,092.50	37.00	114,145.00	114,145.00	114,145.00	114,145.00
30	Planting Bituminous Pavement	SP	5-05.5	SY	3,085	30.00	92,550.00	260.00	260.00	69,680.00	280.00	69,680.00	69,680.00	69,680.00	69,680.00
31	Cement Conc. Pavement Approach 3 Day	SP	6-10.3	LS	1	205,000.00	205,000.00	150,000.00	150,000.00	150,000.00	145,000.00	145,000.00	145,000.00	145,000.00	145,000.00
32	Integral Cement Concrete Barrier & Sidewalk	SP	6-10.5	LS	1,882	50.00	94,100.00	39.00	39.00	73,398.00	48.00	90,336.00	90,336.00	90,336.00	90,336.00
33	Low Profile Cement Concrete Barrier (18")	SP	6-12.5	FA	17,100	25.00	427,500.00	15.00	15.00	256,500.00	20.00	342,000.00	342,000.00	342,000.00	342,000.00
34	Modular Standard Block Retaining Wall System	SP	7-01.5	FA	200	18.00	3,600.00	18.00	18.00	3,600.00	17.00	3,400.00	3,400.00	3,400.00	3,400.00
35	Drain Pipe 8 In. Diam.	SP	7-05.5	FA	100	130.00	13,000.00	40.00	40.00	4,000.00	100.00	10,000.00	10,000.00	10,000.00	10,000.00
36	Trench Drain	STD	7-04.5	FA	1,441	25.00	36,025.00	29.00	29.00	41,789.00	39.00	56,199.00	56,199.00	56,199.00	56,199.00
37	Ductile Iron Storm Sewer Pipe 12 In. Diam.	STD	7-04.5	FA	588	40.00	23,520.00	20.00	20.00	123,880.00	27.00	167,238.00	167,238.00	167,238.00	167,238.00
38	Corrugated Polyethylene Storm Sewer Pipe 12 In. Diam.	STD	7-04.5	FA	1,918	34.00	65,212.00	22.00	22.00	42,196.00	35.00	67,130.00	67,130.00	67,130.00	67,130.00
39	Corrugated Polyethylene Storm Sewer Pipe 18 In. Diam.	STD	7-04.5	FA	3,872	49.00	189,728.00	29.00	29.00	112,288.00	46.00	178,112.00	178,112.00	178,112.00	178,112.00
40	Adjust Catch Basin to Grade	SP	7-05.5	EA	11	300.00	3,300.00	300.00	300.00	3,300.00	475.00	10,925.00	10,925.00	10,925.00	10,925.00
41	Adjust Utility Manhole to Grade	SP	7-05.5	EA	23	325.00	7,475.00	200.00	200.00	800.00	300.00	1,200.00	1,200.00	1,200.00	1,200.00
42	Solid Cover	SP	7-05.5	EA	4	250.00	1,000.00	700.00	700.00	72,100.00	685.00	70,555.00	70,555.00	70,555.00	70,555.00
43	Catch Basin Type 1	SP	7-05.5	EA	103	1,000.00	103,000.00								

ITEM No.	ITEM	SP or STD	Section	Unit	Total Quantity	Unit Price	EXTENSION	Unit Price	EXTENSION	Unit Price	EXTENSION	Unit Price	EXTENSION	Unit Price	EXTENSION	Unit Price	EXTENSION
48	Catch Basin Type 1L	SP	7-05.5	EA	15	1,100.00	16,500.00	770.00	11,550.00	975.00	14,625.00	8	14,625.00	8	14,625.00	8	14,625.00
49	Catch Basin Type 2 48 in.	SP	7-05.5	EA	71	2,200.00	156,200.00	1,500.00	106,500.00	1,550.00	110,050.00	1.6	110,050.00	1.6	110,050.00	1.6	110,050.00
50	Catch Basin Type 2 54 in.	SP	7-05.5	EA	7	2,800.00	19,600.00	2,000.00	14,000.00	2,500.00	17,500.00	2.0	17,500.00	2.0	17,500.00	2.0	17,500.00
51	Catch Basin Type 2 60 in.	SP	7-05.5	EA	3	3,200.00	9,600.00	2,500.00	7,500.00	2,900.00	8,700.00	2.4	8,700.00	2.4	8,700.00	2.4	8,700.00
52	Concrete Inlet	SP	7-05.5	EA	37	700.00	25,900.00	630.00	23,310.00	550.00	20,350.00	7	20,350.00	7	20,350.00	7	20,350.00
53	Manhole 48 in. Diam. Type 1	SP	7-05.5	EA	2	2,500.00	5,000.00	1,900.00	3,800.00	2,300.00	4,600.00	1.9	4,600.00	1.9	4,600.00	1.9	4,600.00
54	Manhole Additional Height 48 in. Diam. Type 1	SP	7-05.5	FT	8	200.00	1,600.00	100.00	800.00	200.00	1,600.00	2	1,600.00	2	1,600.00	2	1,600.00
55	Flow Splitter	SP	7-05.5	EA	3	8,000.00	24,000.00	4,900.00	14,700.00	5,300.00	15,900.00	7.0	15,900.00	7.0	15,900.00	7.0	15,900.00
56	Through Curb Inlet Frame	SP	7-05.5	EA	6	300.00	1,800.00	250.00	1,500.00	250.00	1,500.00	3	1,500.00	3	1,500.00	3	1,500.00
57	Grate Inlet Type 1	SP	7-05.5	EA	3	1,500.00	4,500.00	1,350.00	4,050.00	1,750.00	5,250.00	2.8	5,250.00	2.8	5,250.00	2.8	5,250.00
58	Curb Cover & Frame	SP	7-05.5	EA	4	1,500.00	6,000.00	700.00	2,800.00	1,000.00	4,000.00	1.0	4,000.00	1.0	4,000.00	1.0	4,000.00
59	Adjust Utility Valve to Grade	SP	7-09.5	EA	40	300.00	12,000.00	250.00	10,000.00	150.00	6,000.00	2	6,000.00	2	6,000.00	2	6,000.00
60	Sewer Cleanout	STD	7-19.5	EA	6	250.00	1,500.00	320.00	1,920.00	275.00	1,650.00	5	1,650.00	5	1,650.00	5	1,650.00
61	Erosion Control Blanket	STD	8-01.5	SY	15,200	2.50	38,000.00	1.00	15,200.00	1.10	16,720.00	100.0	16,720.00	100.0	16,720.00	100.0	16,720.00
62	Temporary Water Pollution / Erosion Control	STD	8-01.5	FA	1	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100.0	100,000.00	100.0	100,000.00	100.0	100,000.00
63	Geotextile Encased Check Dam	STD	8-01.5	LF	30	2.00	60.00	20.00	600.00	20.00	600.00	20.00	600.00	20.00	600.00	20.00	600.00
64	Stabilized Construction Entrance	STD	8-01.5	SY	1,000	10.00	10,000.00	10.00	10,000.00	10.00	10,000.00	10.00	10,000.00	10.00	10,000.00	10.00	10,000.00
65	Catch Basin Filter	STD	8-01.5	EA	186	75.00	13,950.00	40.00	7,440.00	50.00	9,300.00	50.00	9,300.00	50.00	9,300.00	50.00	9,300.00
66	Clearing Limits Fence	SP	8-01.5	LF	3,993	2.00	7,986.00	3.00	7,986.00	4.00	14,774.10	3.70	14,774.10	3.70	14,774.10	3.70	14,774.10
67	Temporary Silt Fence	STD	8-01.5	LF	3,714	5.00	18,570.00	2.00	11,142.00	3.00	14,856.00	4.00	14,856.00	4.00	14,856.00	4.00	14,856.00
68	Erosion and Sediment Control (ESC) Lead	STD	8-01.5	HOURS	720	50.00	36,000.00	5.00	3,600.00	20.00	14,400.00	20					

**City of Des Moines
Pacific Highway South
Bid Evaluation Form**

ITEM No.	ITEM	SP or STD	Section	Unit	Total Quantity	Unit Price	EXTENSION	Unit Price	EXTENSION	Unit Price	EXTENSION	Unit Price	EXTENSION	Unit Price	EXTENSION
101	Monument Case and Cover	STD	8-13.5	EA	3	1,000.00	3,000.00	250.00	750.00	225.00	675.00	250.00	675.00	250.00	675.00
102	Adjust Monument Case and Cover	SP	8-13.5	EA	1	400.00	400.00	220.00	220.00	250.00	250.00	250.00	250.00	250.00	250.00
103	Cement Conc. Sidewalk	STD	8-14.5	SY	8,408	22.00	184,976.00	16.20	136,209.60	21.50	180,772.00	35.00	295,820.00	35.00	295,820.00
104	Quarry Spalls	STD	8-15.5	CY	467	16.00	7,472.00	20.00	9,340.00	20.00	9,340.00	20.00	9,340.00	20.00	9,340.00
105	Remove and Reset Mailbox	SP	8-18.5	EA	25	200.00	5,000.00	150.00	3,750.00	200.00	5,000.00	200.00	5,000.00	200.00	5,000.00
106	SR 516/99 Permanent Traffic Signal System, Complete	SP	8-20.5	LS	1	215,000.00	215,000.00	278,000.00	278,000.00	265,000.00	265,000.00	265,000.00	265,000.00	265,000.00	265,000.00
107	SR 516/99 Temporary Traffic Signal System, Complete	SP	8-20.5	LS	1	150,000.00	150,000.00	25,000.00	25,000.00	21,000.00	21,000.00	21,000.00	21,000.00	21,000.00	21,000.00
108	Pedestrian Crossing Signal System, Complete	SP	8-20.5	LS	1	80,000.00	80,000.00	100,000.00	100,000.00	115,000.00	115,000.00	115,000.00	115,000.00	115,000.00	115,000.00
109	224th / SR 99 Traffic Signal System, Complete	SP	8-20.5	LS	1	170,000.00	170,000.00	180,000.00	180,000.00	170,000.00	170,000.00	170,000.00	170,000.00	170,000.00	170,000.00
110	220th / SR 99 Traffic Signal System, Complete	SP	8-20.5	LS	1	170,000.00	170,000.00	170,000.00	170,000.00	145,000.00	145,000.00	145,000.00	145,000.00	145,000.00	145,000.00
111	216th / SR 99 Traffic Signal System, Complete	SP	8-20.5	LS	1	55,000.00	55,000.00	85,000.00	85,000.00	85,000.00	85,000.00	85,000.00	85,000.00	85,000.00	85,000.00
112	Interconnect Signal System, Complete	SP	8-20.5	LS	1	105,000.00	105,000.00	86,000.00	86,000.00	80,000.00	80,000.00	80,000.00	80,000.00	80,000.00	80,000.00
113	Illumination System, Complete	SP	8-20.5	LS	1	200,000.00	200,000.00	175,000.00	175,000.00	165,000.00	165,000.00	165,000.00	165,000.00	165,000.00	165,000.00
114	Permanent Signage	SP	8-21.5	LS	1	20,000.00	20,000.00	29,000.00	29,000.00	32,000.00	32,000.00	32,000.00	32,000.00	32,000.00	32,000.00
115	Pavement Markings	STD	8-22.5	LS	1	155,000.00	155,000.00	150,000.00	150,000.00	110,000.00	110,000.00	110,000.00	110,000.00	110,000.00	110,000.00
116	Utility Undergridding	SP	8-30.5	LS	1	1,500,000.00	1,500,000.00	960,000.00	960,000.00	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00
117	South Stormwater Pond	SP	8-31.5	LS	1	350,000.00	350,000.00	225,000.00	225,000.00	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00
118	Middle Stormwater Pond	SP	8-31.5	LS	1	415,000.00	415,000.00	230,000.00	230,000.00	300,000.00	300,000.00	300,000.00	300,000.00	300,000.00	300,000.00
119	North Stormwater Pond	SP	8-31.5	LS	1	308,000.00	308,000.00	130,000.00	130,000.00	170,000.00	170,000.00	170,000.00	170,000.00	170,000.00	170,000.00
120	South Stormwater Pond Excavation	SP	8-31.5	CY	32,000	17.00	544,000.00	5.00	160,000.00	11.00	352,000.00	11.00	352,000.00	11.00	352,000.00
121	South Stormwater Pond Embankment Fill	SP	8-31.5	CY	10,000	10.00	100,000.00	1.00	10,000.00	2.00	20,000.00	2.00	20,000.00	2.00	20,000.00
122	South Stormwater Pond Dewatering	SP	8-31.5	FA	1	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00
123	South Pond Site Demolition	SP	8-32.5	LS	1	20,000.00	20,000.00	9,500.00	9,500.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
124	Middle Pond Site Demolition	SP	8-32.5	LS	1	30,000.00	30,000.00	9,000.00	9,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00
125	North Pond Site Demolition	SP	8-32.5	LS	1	20,000.00	20,000.00	6,000.00	6,000.00	9,000.00	9,000.00	9,000.00	9,000.00	9,000.00	9,000.00
126	Removal and Relocation of Existing Private Improvements	SP	8-33.5	FA	1	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00
127	Concrete Class 3000 for Traffic Islands	SP	8-34.5	SY	1,047	30.00	31,410.00	18.00	18,846.00	2.00	2,094.00	2.00	2,094.00	2.00	2,094.00
128	Bus Shelter Footing Type B11	SP	8-35.5	EA	3	4,000.00	12,000.00	680.00	2,040.00	1,500.00	4,500.00	1,500.00	4,500.00	1,500.00	4,500.00
129	Bus Shelter Footing Type B12	SP	8-35.5	EA	5	6,000.00	30,000.00	850.00	4,250.00	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00
130	South Gateway Sign	SP	8-36.5	LS	1	60,000.00	60,000.00	24,000.00	24,000.00	47,000.00	47,000.00	47,000.00	47,000.00	47,000.00	47,000.00
131	North Gateway Sign	SP	8-36.5	LS	1	60,000.00	60,000.00	24,000.00	24,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00
132	Gateway Median	SP	8-36.5	EA	2	30,000.00	60,000.00	13,000.00	26,000.00	2,500.00	5,000.00	2,500.00	5,000.00	2,500.00	5,000.00
133	Sailboat on Pedestrian Light	SP	8-36.5	EA	8	1,500.00	12,000.00	1,500.00	12,000.00	2,500.00	20,000.00	2,500.00	20,000.00	2,500.00	20,000.00
134	South Stormwater Pond Site, Sensitive Area Mitigation	SP	8-37.5	LS	1	50,000.00	50,000.00	31,000.00	31,000.00	55,000.00	55,000.00	55,000.00	55,000.00	55,000.00	55,000.00
TOTAL CONSTRUCTION w/o ENGINEERING OF ROW						13,359,667.98		10,678,380.95		10,695,795.90		10,695,795.90		10,695,795.90	

PACIFIC HIGHWAY SOUTH PROJECT MAP



ATTACHMENT 2

**CAPITAL IMPROVEMENT PLAN
REQUEST FORM**

CATEGORY	Arterial Street	PROJECT NO.	
PROJECT	Pacific Highway South	PROJECT STATUS:	
		Preliminary Estimate	
		Plans in Preparation	<u> X </u>
		P.S.E. Complete	
LOCATION	South 216th Street to Kent-Des Moines Road		
DESCRIPTION:	Install two new HOV lanes, landscaped medians, curb, gutters, sidewalks, planters, improved lighting, a new storm drain system, interconnected traffic signals, and pedestrian crosswalk facilities.		

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL	PRIOR YRS	FY 03	FY 04	FY 05	FY 06	FY 07
DESIGN/ENG/ADMIN	1,624,929	1,616,929	8,000				
LAND	4,410,000	4,000,000	410,000				
BUILDINGS							
IMPROVEMENTS	11,955,635		5,500,000	6,455,635			
INSPECTION	1,369,454		625,000	744,454			
CONTINGENCY	1,167,500		532,831	634,669			
TOTAL	20,527,518	5,616,929	7,075,831	7,834,758			

FUNDING SOURCE	TOTAL	PRIOR YRS	FY 03	FY 04	FY 05	FY 06	FY 07
ARTERIAL STREET							
PW Trust Fund Loan *	1,764,226			1,764,226			
METRO, King County *	500,000		350,000	150,000			
TEA21 (CMAQ 03) *	2,850,000		500,000	2,350,000			
TEA21 (Countywide 03)*	128,840		93,526	35,314			
TIB (Admin Increase)*	664,110			664,110			
In-Lieu FEES	44,433			44,433			
ISTEA	1,039,000	1,039,000					
WSDOT (overlay)	835,854		600,000	235,854			
WSDOT (KDM median)	69,821		30,000	39,821			
WSDOT (barrier)	350,000	35,000	250,000	65,000			
WSDOT (overlay design)	73,000	73,000					
TIB (TIA & TPP)	4,427,400	1,247,400	729,000	2,451,000			
TEA21 (statewide)	6,336,000	3,222,529	3,113,471				
TEA21 (Regional)	1,000,000		1,000,000				
TEA21(Countywide)	229,834		229,834				
HES Grant	215,000		180,000	35,000			
TOTAL	20,527,518	5,616,929	7,075,831	7,834,758			

* unconfirmed funds

OPERATING COSTS							
SUPPLIES							
TOTAL							

ATTACHMENT 3

Pacific Highway South Project Budget

PROJECT PHASE	BUDGET
Pre-Design	\$ 273,229
Design	\$ 1,624,929
Construction Mgmt	\$ 1,922,249
Construction	\$ 10,678,381
PSE	\$ 475,000
Right of Way	\$ 5,100,000
WSDOT	\$ 40,000
Other	\$ 60,000
Subtotal	\$ 20,173,788
Contingency (15% Construction)	\$ 1,961,345
TOTAL NEEDED	\$ 22,135,133

Pacific Highway South Project Funding Sources

FUNDING SOURCE	TYPE OF FUNDS	AMOUNT
ISTEA	Federal Transportation Funds	\$ 1,039,000
TEA 21	Federal Transportation Funds	\$ 11,160,531
TIB	State Fuel Tax	\$ 4,961,100
WSDOT	Washington St Dept of Transportation	\$ 1,215,000
METRO	King County	\$ 350,000
HES	Hazard Safety Elimination Grant	\$ 180,000
QWEST	Utility	\$ 850,000
KENT	Local	\$ 82,737
TOTAL FUNDS		\$ 19,838,368
TOTAL FUNDS NEEDED		\$ 22,135,133
Other - In lieu, City, Loan, Line of Credit etc.		\$ 2,296,765

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AGENDA ITEM

SUBJECT: Update Agreement for Use of a Pedestrian Overpass Crossing Public Air Space (Des Moines Square)

AGENDA OF: July 10, 2003

DEPT. OF ORIGIN: Public Works

ATTACHMENTS:

DATE SUBMITTED: July 2, 2003

CLEARANCES:

1. Original July 12, 1983, Agreement for Skybridge

☐ Finance

☒ Public Works

☒ Legal

2. Revised Proposed Updated Agreement for Skybridge

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *CTL for TP*

Purpose and Recommendation:

The purpose of this item is to seek City Council approval for an updated Agreement for use of an existing Des Moines Square pedestrian overpass over the alley between Marine View Drive and 7th Avenue South, just south of South 226th Street. The original 1983 agreement has lapsed and needs to be replaced.

Suggested Motions:

The following motions will appear on the Consent Calendar:

"I move to approve an Agreement Between the City of Des Moines and William and Caryl Reese Regulating the Construction and Use of a Pedestrian Overpass Crossing Over Public Air Space dated 2003 and to authorize the City Manager to sign the agreement substantially in the form as attached."

Background:

An agreement was signed on July 12, 1983, between the then owner of the Des Moines Square building complex and the City of Des Moines. As a result of that agreement, a skybridge was built across the alley connecting the two buildings. The alley is on City right of way between Marine View Drive and 7th Avenue South, just south of S. 220th Street. The original agreement lapsed. As a result of questions regarding the uses of the skybridge, the present owner requested that an agreement be reinstated. As a result of this request, the Public Works Director worked with the City Building Official, the Fire Marshal, the City Attorney and the property owner in order to come up with this updated agreement.

This revised agreement was brought to City Council at the June 26th meeting. At that time, Council Members directed staff to make a number of changes to the agreement, and to collect the back permit fees from the previous agreement (\$250 each for two five year periods, or in other words \$500). In addition, Public Works and Finance are working on a system to ensure that future payments are billed and collected for the skybridge.

Discussion:

The proposed agreement for the Des Moines Square skybridge is based on the original agreement with the following updates:

1. As with the 1983 agreement, the renewal will be at a five-year interval with the fee set at \$500 (this fee has been paid by the present owner).
2. Every five (5) years, or in the case of a substantial seismic event, a "structural observation" report must be submitted to the City from a licensed structural engineer.
3. The two existing heating/cooling units, which are presently located over the City right of way on the skybridge, shall be moved to a new location on the property when the units need to be replaced or within ten (10) years, whichever is shorter.
4. To promote safe emergency exiting, the doors at both ends of the skybridge shall have the locking doorknobs removed and replaced with passage style doorknobs. If the above doors need to be locked, they may install a deadbolt that is keyed on both sides. If the deadbolts are installed, they must place signs on the inside of both doors that read "NOT AN EXIT",
5. Both buildings must remain in the same ownership, otherwise the skybridge must be removed.
6. The insurance rates were raised to present levels as per Washington Cities Insurance Authority (WCIA).

In addition to the above changes to the original document, the following changes were made as the result of Council comments at the June 26th meeting:

- 1) The new skybridge agreement now states that it supersedes the original 1983 agreement.
- 2) The new agreement now states that the City Manager will negotiate the renewal fee after this five-year period as he does with other City fees.
- 3) The skybridge is to be used solely as a pedestrian passage with the exception of the two existing heating/cooling units.
- 4) The language was revised to make it even more clear that the buildings on both sides of the skybridge shall remain in one ownership.

5) Finance and Public Works are evaluating ways to make sure that future fees are collected on the appropriate five-year intervals.

6) The owner has agreed to pay the past amounts due for the ten years from 1993 to 2003. This amount is equal to \$500.

Alternatives:

This agreement is based on the Council approved 1983 agreement, which has lapsed. However, Council could require that the skybridge be removed or that some other set of conditions be included in the new agreement.

Financial Impact:

The City has received a \$500 payment to cover the cost of inspecting and managing this agreement over the next five years. In addition, the City will be collecting an additional \$500 payment to cover the last ten years of the 1983 agreement (\$250 for each of two five-year periods).

Recommendation/Conclusion:

Staff recommends that the new agreement be approved.

Concurrence:

Legal, Building Official, Fire Marshal, WCIA and the property owner.

AN AGREEMENT BETWEEN THE CITY OF DES MOINES AND DONALD W. JACKSON AND JESSE M. JACKSON dba JACKSON DEVELOPMENT COMPANY REGULATING THE CONSTRUCTION AND USE OF A PEDESTRIAN OVERPASS CROSSING PUBLIC AIR SPACE.

This Agreement between the City of Des Moines and Donald W. Jackson and Jesse M. Jackson dba Jackson Development Company, their successors and assigns grants permission, subject to the conditions listed below to construct, maintain and operate a pedestrian overpass between Lots 2 and 3, Block 46, and Lots 2 and 3, Block 47 of the Town of Des Moines, according to the Plat thereof recorded in Volume 3 of Plats, Page 165, Records of King County, Washington, situated in King County, Washington and using public air space over the alley between Marine View Drive and 7th Avenue South.

Donald W. Jackson and Jesse Jackson dba Jackson Development Company, their assigns and successors, hereinafter known as the "Permittee", agrees to conform to the following conditions of this revocable permit as set by the City of Des Moines, hereinafter known as "City".

(1) This revocable permit shall be granted to permittee for a period of ten (10) years, renewable at five (5) year intervals thereafter, provided that permittee shall pay to the City a fee of \$250.00 for the privilege granted and exercised for the first 10 year period with renewal fees to be set at a rate to be negotiated, subject to the right of the City Council to raise or lower such fee by resolution. Permittee shall also pay a reasonable amount as costs for inspection if billed by the City.

(2) Upon expiration of the permit without renewal, and upon request of the City, permittees, successors or assigns shall remove said overpass at their sole cost and expense, and shall place such portions of the alley affected by construction, operation or removal of said overpass in as good a condition as the rest of the alley.

(3) Said overpass shall be used solely as a pedestrian passage way in the operation of retail businesses.

(4) Permittee shall provide the City Engineer a complete set of architectural and engineering plans. Such structure shall be built in accordance with the designs attached hereto as Exhibits "A" and "B".

(5) Any and all construction, reconstruction, relocation, replacement or repair of said overpass shall be in accordance with street use conditions, construction plans and specifications approved and adopted by the City Engineer prior to the commencement of any such work and such work shall be under the control and supervision of the City Engineer to the extent necessary to insure compliance.

(6) The permittee, when directed to do so by the City Engineer, shall at his own cost and expense reconstruct, relocate, replace or repair said overpass whenever such reconstruction, relocation, replacement or repair is necessary or convenient because of the deterioration or unsafe condition of said overpass, because of grade separations, or the installation, replacement, repair or maintenance of utilities, or for any other similar cause.

(7) The permittee shall warrant to protect and hold the City and any of its agents harmless from all claims, suits or liability accruing from any damage or injury to persons or property arising from the construction, maintenance, use or destruction of such overpass. All such suits shall be defended by the permittee, assigns or successors at their sole cost and any judgment rendered against the City or its agents shall be fully satisfied by the permittee, successors or assigns.

(8) Specifications for construction shall include:

(a) Construction shall comply with all applicable City building and fire codes so as to provide necessary fire protection.

(b) Construction shall include appropriate connections to a storm drainage system.

(c) Commercial signs on the exterior shall be prohibited except for holiday, seasonal or civic decorations which may be placed subject to the approval of the City Manager.

(d) The vertical clearance shall be at least 14½ feet above the alley grade.

(9) The permittee shall provide and maintain in full force public liability insurance in connection with the construction, operation, maintenance, use or removal of said overpass, with the City as a named additional insured, provided that such insurance shall be at a limit not less than \$300,000.00 to cover any possible claims. Failure to maintain proof of insurance at all times with the City shall be reason to order the overpass closed to use and/or removed from the site.

(10) The permission herein granted shall be subject to the right of the City Council to cancel same if not exercised in full accordance with the provisions set forth herein.

(11) This grant is subject to the primary use of said alley as a public place and the City reserves the right to require the permittee to remove the overpass at permittee's sole expense if the space so occupied is required for other legitimate public use or interferes with such primary use. Such determination shall be made by the City Council by resolution declaring and proclaiming a reasonable public need and benefit thereof resulting from such removal.

(12) The right herein granted shall be transferable or assignable by operation of law. In the event of such transfer the terms and conditions of this agreement shall run with the land constituting a covenant which shall bind all successors and assigns who are owners of either and/or both properties so connected by said pedestrian overpass. This agreement shall be recorded with the King County Recorder at permittee's expense.

Donald W. Jackson
Donald W. Jackson dba Jackson Development Co.

Jessie M. Jackson
Jessie M. Jackson dba Jackson Development Co.

Stan E. McNutt
Stan E. McNutt, City Manager City of Des Moines

Given under my hand and official seal this 12th day of July, 1983.

APPROVED AS TO FORM:

James E. Galt
City Attorney

Marlene A. Delaney
NOTARY PUBLIC in and for the State of
Washington, residing at King County
(Witnessed D. Jackson & S. McNutt)

James R. Olson
NOTARY PUBLIC in and for the State of
Washington residing at King County
(Witnessed Jessie Jackson)

Next page 009 FILED FOR RECORD AT REQUEST OF CITY OF DES MOINES 21630-117, July 30 - Des Moines

8307211069

RECORDED
INDEXED
JUL 12 1983
CITY OF DES MOINES
CLERK'S OFFICE

PEDESTRIAN OVERPASS AGREEMENT

This is an AGREEMENT between the City of Des Moines, a Washington Municipal Corporation ("the City") and William and Caryl Reese, Husband & Wife ("the Permittee") permitting and regulating the construction and use of a pedestrian overpass ("the overpass") crossing public air space. This agreement replaces and supersedes the previous agreement between the parties dated July 12, 1983.

By this agreement the City grants to the Permittee, their successors and assigns, a revocable permit to use the public air space over the alley between Marine View Drive and 7th Avenue South and to construct, maintain and operate a pedestrian overpass between the following described lots:

Lots 2 and 3, Block 46, and Lots 2 and 3, Block 47 of the Town of Des Moines, according to the Plat thereof recorded in Volume 3 of Plats, Page 165, Records of King County, Washington, situated in King County, Washington

This agreement is subject to the following conditions:

- (1) **Term.** This revocable permit is for a period of five (5) years commencing on the date hereof.
- (2) **Permit Fees.** Permittee shall pay to the City a permit fee of Five Hundred and no/100 (\$500.00) Dollars for the initial five (5) year term. In addition the permittee shall pay to the City any unpaid permit fees from the previous agreement and shall pay a reasonable amount as costs for inspection if billed by the City
- (3) **Renewals.** Any renewal fees shall be negotiated between the permittee and the City Manager.
- (4) **Expiration/Removal.** Upon expiration of the permit without renewal, and/or upon request of the City, permittee shall remove said overpass at permittee's sole cost and expense, and shall place such portions of the alley affected by construction, operation or removal of said overpass in as good a condition as the rest of the alley.

(5) **Pedestrian Use Only.** Except for the two heating/cooling units that are presently located over City right of way, the overpass shall be used solely as a pedestrian passage way in the operation of retail businesses.

(6) **Equipment Removal.** The two heating/cooling units on the overpass shall be moved by the permittee to a new location on the property when the units need to be replaced or within ten (10) years, whichever is shorter.

(7) **Plans.** Permittee shall provide the City Engineer a complete set of up-to-date architectural and engineering plans.

(8) **Compliance.** Any and all construction, reconstruction, relocation, replacement or repair of the overpass shall be in accordance with street use conditions, construction plans and specifications approved and adopted by the City Engineer prior to the commencement of any such work and such work shall be under the control and supervision of the City Engineer to the extent necessary to ensure compliance.

(9) **Repair/Maintenance.** The permittee, when directed to do so by the City Engineer, shall at permittee's own cost and expense reconstruct, relocate, replace or repair the overpass whenever such reconstruction, relocation, replacement or repair is necessary or convenient because of the deterioration or unsafe condition of the overpass, because of grade separations, or the installation, replacement, repair or maintenance of utilities, or for any other similar cause.

(10) **Indemnification.** The permittee shall indemnify and hold the City and any of its agents harmless from all claims, suits or liability accruing from any damage or injury to persons or property arising from the construction, maintenance, use or destruction of such overpass.

(11) **Insurance.** The permittee shall provide and maintain in full force, public liability insurance in connection with the construction, operation, maintenance, use or removal of the overpass, with the City as a named additional insured. Such insurance shall be at a limit not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate to cover any possible claims. Failure to maintain proof of insurance at all times with the City shall be reason to order the overpass closed to use and/or removed from the site.

(12) **Cancellation/Revocation.** The permit herein granted is subject to the right of the City Council to cancel and/or revoke if the permit is not exercised in full accordance with the provisions set forth herein or for any other reasonable cause or purpose that may be in the best interest of the City as determined by the City Council.

(13) **Assignability.** The right herein granted shall be transferable or assignable by operation of law. In the event of such transfer the terms and conditions of this agreement shall run with the land constituting a covenant which shall bind all

successors and assigns who are owners of the properties connected by the pedestrian overpass. This agreement shall be recorded with the King County Recorder at permittee's expense.

(14) **Ownership**. The connected lots and buildings must remain in the same ownership. Otherwise the overpass must be removed under a permit authority.

(15) **Locks**. To promote safe emergency exiting, the doors at both ends of the skybridge shall have the locking doorknobs removed and replaced with passage style doorknobs. If the above doors need to be locked, permittee may install a deadbolt that is keyed on both sides. If deadbolts are installed permittee must place signs on the inside of both doors that read "NOT AN EXIT".

(15) **Structural Observation**. Every five (5) years, or in the case of a substantial seismic event, a "structural observation" report must be submitted to the City from a licensed structural engineer.

William Reese

Caryl Reese

Anthony A. Piasecki, City Manager

Given under my hand and official seal this _____ day of _____ 2003.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
(Witnessed Bill and Caryl Reese)

NOTARY PUBLIC in and for the State of
Washington, residing at _____
(Witnessed Anthony A. Piasecki)

APPROVED AS TO FORM:

City Attorney

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

cont
to
8/14/03

SUBJECT: Continuation of Public Hearing for
Final Assessment Role LID 1-97-9
4th Place South Right-of-Way

FOR AGENDA OF: July 10, 2003

DEPT. OF ORIGIN: Finance

ATTACHMENTS:

Draft Ordinance No. 03-125

Attachment 1 - LID Map

Attachment 2 - Cost Summary

Attachment 3 - City Clerk's Notification

Attachment 4 - Final Assessment Roll

Attachment 5 - Protest Letters

DATE SUBMITTED: July 3, 2003

CLEARANCES:

☒ Public Works

☒ Legal

☒ Finance

APPROVED BY CITY MANAGER
FOR SUBMITTAL: _____

Purpose and Recommendation

The purpose of this action is to request Council to proceed with the public hearing that was continued from June 26 to July 10. The purpose of the hearing is to confirm the final assessment roll of the 4th Place South Right-of-Way Local Improvement District (LID 1-97-9). After the public hearing is closed, it is recommended that Council approve Draft Ordinance No. 03-125.

Recommended Motions:

"I move to suspend Council Rule 26(b) to consider Draft Ordinance No. 03-125 on first reading."

"I move to adopt Draft Ordinance No. 03-125."

Background

In July 1997, Council approved Ordinance 1194 establishing Local Improvement District (LID) 1-97-9 to construct road improvements on 4th Place South. There are twelve properties in the LID. Nine property owners signed the LID petition, representing a seventy-five percent approval rate. The construction was completed in November 1998. The improvements consist of a twenty-eight foot wide paved street with five-foot gravel shoulders. A map of the improved area is included as Attachment 1. Attachment 2 provides a summary of final costs.

At the May 22, 2003 meeting, the City Council adopted Resolution No. 952 setting the public hearing for the final assessment roll for June 26, 2003. Notifications have been sent to the assessed property owners within the LID boundaries (refer to Attachment 3). The Final Assessment Roll is identified as Attachment 4.

At the June 26, 2003 City Council meeting, staff acknowledged the receipt of three protest letters (Attachment 5). Two property owners submitting protest letters were present at the hearing and provided testimony that they did not have notification of the existence of the local improvement district assessment when purchasing their properties. The third protest letter disputes that his property benefits equally from the improvements in proportion to the other property owners within the LID. As a result, the City Council moved to continue the public hearing until July 10, 2002.

Discussion

The estimated cost of the construction (including financing) to be paid by the twelve property owners was \$22,538, or \$1,878.17 per parcel. The City paid for the engineering and inspection of the improvements. Attachment 2 presents a comparison of estimated to actual costs. The final LID cost is \$21,693.30, which is less than the initial estimate. The City intends to finance the debt internally. Based on the City's current borrowing rate, the interest rate will be approximately 4.1%. As such, the assessment per parcel is \$1,807.78, which computes to an annual payment (assessment and interest) of \$220.67 per year for ten years. The calendar below identifies the key dates of the assessment process:

<i>Date</i>	<i>Action Items</i>
April 16, 2003	Prepare final assessment and file with City Clerk
May 22, 2003	Adopt resolution setting date of public hearing for final assessment
June 5 & June 10, 2003	Publish notice of public hearing
June 10, 2003	Mail notices of public hearing to L.I.D. participants
June 26, 2003	Conduct final assessment roll hearing
July 10, 2003	Continue final assessment roll hearing
July 10, 2003	Council adopts ordinance confirming final assessment roll
July 11 to July 20, 2003	Appeal period for L.I.D. participants
July 21 to August 19, 2003	Thirty-day prepayment period for L.I.D. participants

The city attorney's opinion regarding the two protests based upon lack of notice is as follows:

- 1) Proper notice was given to the owners of all affected properties prior to the formation of the LID and the preliminary assessment;
- 2) Even though it is good practice for the City to record the ordinance establishing the LID it is not required for the City to do so. Apparently the City did not do so in this instance;
- 3) Even though the ordinance was not recorded, the fact that the LID had been established and that the properties were subject to the LID assessment should have been disclosed by anyone selling the properties and should have been discovered and disclosed by the title insurance companies. The title companies all subscribe to a service that reports newly formed LIDs;
- 4) If the homes subject to the LID assessment were sold subsequent to the preliminary assessment and the new purchasers were not made aware of the LID assessments, the properties are still subject to the assessments because the properties benefited from the improvements;

- 5) The new purchasers may claim that the benefit from the improvement was figured into the purchase price of their home when they purchased it. While this may very well be true, the purchasers still have a remedy to recover the amount of the assessment, either from the seller from whom they purchased the property or from their title insurance company that failed to notify them of the assessment lien.

Alternatives

1. Council may close the public hearing, waive rule 26(b), and adopt the LID assessment roll ordinance on the first reading.
2. Council may close the public hearing and adopt the final assessment roll ordinance at a subsequent second reading of the ordinance.
3. Council may direct staff to revise the assessment roll and set another public hearing date for the revised assessments.

Financial Impact

The City's Arterial Street Fund paid the construction costs associated with this LID at the time of construction in 1998. Because of the relatively small amount of debt, financing internally saved the LID participants debt issuance costs.

Recommendation

Staff recommends alternative #1, closing the public hearing and adopting the assessment roll at the first reading of Draft Ordinance No. 03-125.

Concurrence

None.

DRAFT ORDINANCE NO. 03-125

CITY ATTORNEY'S FIRST DRAFT, 6-16-03

CITY ATTORNEY'S SECOND DRAFT, 7-3-03

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to Local Improvement District No. 1-97-9, approving and confirming the assessments and assessment roll of Local Improvement District No. 1-97-9, which has been created and established for the purpose of construction of a paved street within the 4th Place South right-of-way in the City of Des Moines, Washington; and levying and assessing the costs and expense thereof against the several lots, tracts, parcels of land, and other property shown on the roll.

WHEREAS, the assessment roll levying the special assessments against properties located in Local Improvement District No. 1-97-9 in the City of Des Moines, Washington (the "city"), has been filed with the city clerk as provided by law, and

WHEREAS, notice of the time and place of hearing thereon and of making objections and protests to the roll was duly published at and for the time and in the manner provided by law fixing the time, date, and place of hearing for the 26th day of June, 2003, at the hour of 7:30 p.m., local time, in the Council Chambers, Des Moines, Washington, and further notice thereof was duly mailed by the city clerk to each property owner shown on the roll, and

WHEREAS, at the time and place fixed and designated in the notice, the hearing was duly held, written protests were acknowledged and oral testimony was received, and

WHEREAS, the City Council has determined that the final assessment is fair and appropriate; now therefore,

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

Sec. 1. The assessments and assessment roll of Local Improvement District No. 1-97-9 which has been created and established for the purpose of construction of a paved street within the 4th Place South right-of-way in the city, as provided by Ordinance No. 1194 as the same now stands be and the same are in all things and respects approved and confirmed in the total amount of \$21,693.30.

Sec. 2. Each of the lots, tracts, parcels of land, and other property shown upon the roll is determined and declared to be specially benefited by this improvement in at least the amount

charged against the same and the assessment appearing against the same is in proportion to the several assessments appearing upon the roll. There is hereby levied and assessed against each lot, tract, parcel of land and other property appearing upon the roll the amount finally charged against the same thereon.

Sec. 3. The assessment roll as approved and confirmed shall be filed with the treasurer of the city for collection and the treasurer is authorized and directed to publish notice as required by law stating that the roll is in the treasurer's hands for collection and payment of any assessment thereon or any portion of the assessment ((can)) may be made at any time within thirty days from the date of the first publication of such notice without penalty, interest, or cost, and that thereafter the sum remaining unpaid may be paid in ten equal annual installments. The estimated interest rate on the whole unpaid sum is stated to be four point one percent (4.1%) per annum. The first installment of assessments on such assessment roll shall become due and payable during the thirty-day period succeeding the date one year after the date of first publication by the city treasurer of notice that the assessment roll is in her hands for collection and annually thereafter each succeeding installment shall become due and payable in like manner. If the whole or any portion of the assessment remains unpaid after the thirty-day period, interest upon the whole unpaid sum shall be charged at the rate as determined above and each year thereafter one of such installments, together with interest due on the whole of the unpaid balance, shall be collected. Any installment not paid prior to the expiration of the thirty-day period during which the installment is due and payable shall thereupon become delinquent. All delinquent installments shall be subject to a charge of interest at the rate as determined above and for additional charge of six percent (6%) penalty levied upon both principal and interest due upon such installment or installments. The collection of such delinquent installments shall be enforced in the manner provided by law.

Sec. 2. Severability - Construction.

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

Ordinance No. _____
Page 3 of _____

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

Sec. 3. Effective date. This ordinance shall take effect and be in full force five (5) days after its passage, approval, and publication in accordance with law.

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

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published: _____, 2003
DRAFTORD/03-125

LEGAL DESCRIPTION
 LOTS 1 THRU 16, BLOCK 66 AND
 LOTS 2 THRU 16, BLOCK 67 OF
 SOUTHERN PACIFIC LAND COMPANY'S
 HUNTINGTON PARK ADDITION TO
 DES MOINES, VOLUME 4, PAGE 24,
 RECORDS OF KING COUNTY, WASHINGTON

Flood Impacted Area

-  — ASSESSMENT AREA BOUNDARY
-  — PETITIONERS FAVORING LID
-  — IMPROVEMENT AREA



City of Des Moines

4th Place South LID
 Asphalt Pavement

Filename: 4thPLLID

SHT 1 OF 1

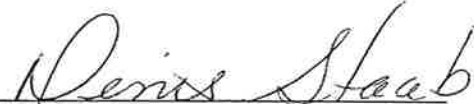
ATTACHMENT 1

4th Place LID Cost Summary

	Estimate	Actual	Variance Favorable (Unfavorable)
Construction	\$17,864.00	\$19,593.30	(\$1,729.30) See Attached
Debt Issue Costs	\$1,954.00	\$0.00	\$1,954.00
County Filing Fees	\$1,320.00	\$600.00	\$720.00
City Administration	\$1,400.00	\$1,500.00	(\$100.00)
Total LID	<u>\$22,538.00</u>	<u>\$21,693.30</u>	<u>\$844.70</u>
Number of Parcels	12	12	
Principal per parcel	\$1,878.17	\$1,807.78	\$70.39

CERTIFICATE OF MAILING

I, Denis Staab, City Clerk of the City of Des Moines, declare under penalty of perjury that on the 23rd day of May, 2003, I mailed a "Notice of Public Hearing for LID No. 1-97-9 Final Assessment Roll" attached to this certificate, to the property owners named therein, who are the owners within Local Improvement District No. 1-97-9.


Denis Staab, City Clerk

City of Des Moines
LID 4TH PLACE (LID 1-97-9) FINAL ASSESSMENT ROLL - TREASURY INFORMATION

<u>County Tax #</u>	<u>Account #</u>	<u>Name Address and Legal</u>	<u>Final Assessment</u>
7893204870	1	Salvador Verbera 20204 4th PI So Des Moines WA 98198 Lot 1 thru 3, Block 66	\$ 1,807.78
7893204881	2	Jill and Jon Brehmer 20212 4th PI So Des Moines WA 98198 Lot 3 thru 6, Block 66	\$ 1,807.78
7893204880	3	James R. & Shannon E. Brattkus 20218 4th PI So Des Moines WA 98198 Lot 7 thru 9, Block 66	\$ 1,807.78
7893204931	4	Ronnie D. Felix 20228 4th PI So Des Moines WA 98198 Lot 12 thru 14, Block 66	\$ 1,807.78
7893204930	5	Tony C. Wilson 20234 4th PI So Des Moines WA 98198 Lot 15 thru 16, Block 66	\$ 1,807.78
7893204950	6	Lynn D. Cluck 417 So 202nd Street Des Moines WA 98198 Lot 1 thru 2, Block 67	\$ 1,807.78
7893204960	7	Jack W. and Mary Jean Benner 20209 4th PI So Des Moines WA 98198 Lot 3 thru 4, Block 67	\$ 1,807.78
7893204970	8	Sylvia Ruth Church 20215 4th PI So Des Moines WA 98198 Lot 5 thru 7, Block 67	\$ 1,807.78
7893204975	9	Glendon L. and Darlene M. Dixon 20221 4th PI So Des Moines WA 98198 Lot 8 thru 10, Block 67	\$ 1,807.78
7893204981	10	Roger L. and Sharon L. Collicott 20227 4th PI So Des Moines WA 98198 Lot 11 thru 13, Block 67	\$ 1,807.78
7893204980	11	Phay and Phanphimon Vilaysom 20235 4th PI So Des Moines WA 98198 Lot 14 thru 16, Block 67	\$ 1,807.78
7893204920	12	Alejandro and Alicia M. Flores 20222 4th PI So Des Moines WA 98198 Lot 10 thru 11, Block 66	\$ 1,807.78

September 16, 2002

RECEIVED
03 JUN 26 AM 7:04
CITY OF DES MOINES

June 25, 2003

Des Moines City Council
21630 11th Avenue South
Des Moines, WA 98198

RE: Public Hearing for LID #1-97-9

Dear Council:

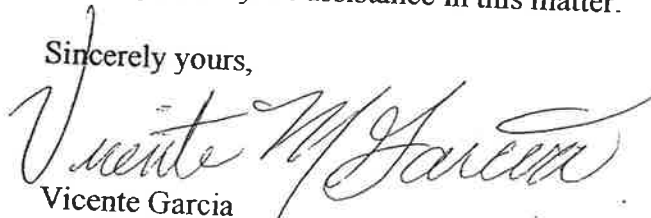
On April 30, 2003, my wife and I purchased a house located at 20228 4th Place South. The buying procedure included the usual title search process. The title report indicated no lien against the property. The family we purchased the house from had only owned it for approximately two years so it is possible that they also were not aware of the pending LID assessment.

On May 9, 2003, my neighbor showed me a copy of the Public Hearing notice that he had received in the mail. Since the notice for my property was apparently forwarded to the previous owner, I contacted City Hall and requested a copy of the notice.

In light of the fact that the assessment did not appear on my title and that, if it had, the assessment price would have been included in the negotiation process for the purchase price, I respectfully ask that no assessment be levied against my property. If a copy of the title report is necessary, please contact me at (206) 878-7352.

Thank you for your assistance in this matter.

Sincerely yours,


Vicente Garcia

Lynn D. Cluck
Lynn D. Cluck-Property Owner

It is my contention that had none of the other homes been built, requiring access, and extension of 4th Place South where 4th Place South did not connect to South 204th, that none of the improvements comprising LID 1-97-9 would have been necessary. My neighbor to the East, at 20204 4th Place South, is the only other home that predates my home. His driveway is not even located on 4th Pl. So. Nor does the pavement extend up So. 202nd. St. I believe that neither of our homes benefit, to the extent of the homes to our South, from the paving 4th Pl So. My assessed amount of \$1,807.78, should be waived, or at the very least substantially reduced.

I, Lynn D. Cluck, at this time, declare my objection to the assessment on my property, legal description Lot 1 thru 2 Block 67 Southern Pacific Land Company Huntington Park Addition to Des Moines. Although I acknowledge the benefits of the LID improvements, I do not believe that my property benefits from these improvements equally in proportion to the other property owners affected by LID No. 1-97-9. My home address is on South 202nd Street, which was already paved through to the intersection of 4th Place South. The homes that are to the South of my house, on 4th Place South, were constructed several years later than mine, by the same developer. 4th Place South, from the intersection at South 202nd Street, to South 204th, was left unpaved, with only gravel, and a very unacceptable, open ditch for managing surface water. The developer, JB Development, borrowed several millions of dollars, for their development projects, and defaulted on the loan obligation, leaving this project, and others unfinished.

CITY OF DES MOINES

Des Moines City Council:

6/24/03

03 JUN 26 PM 7:13

Des Moines, WA. 98198

RECEIVED

Lynn D. Cluck
417 So. 202nd St.

RECEIVED

03 JUN 12 AM 11:38

CITY OF DES MOINES

June 10, 2003

Alejandro & Alicia M. Flores
20222 4th Place South
Des Moines, WA 98198
Lot 10 thru 11, Block 66

RE: LID NO. 1-97-9 FINAL ASSESSMENT ROLL

Dear City of Des Moines,

We are in receipt of an assessment of \$1,807.78 against our property for the paving of 4th Place South. We purchased our home in July of 1999. 4th Place South was paved prior to the construction of our home. The road was existing when we purchased our home and we are therefore objecting to put forth money for an expense we were unaware of at the time of purchase, and an expense that we cannot afford. Isn't this an expense that should typically be paid for out of property taxes?

Alejandro Flores

Alejandro Flores

Alicia M. Flores

Alicia M. Flores

CC: City Clerk of Des Moines

May 30, 2003

Mr. Joe Dusenbury
Harbor Master
City of Des Moines
22307 Dock Avenue South
Des Moines, WA 98198-4627

Subject: Engineering & Design - Electrical Upgrades Phase 1 Fee Proposal

Dear Mr. Dusenbury:

Thank you for this opportunity to provide engineering services to upgrade the City of Des Moines Marina electrical infrastructure. Our primary scope of work will be to provide the design in accordance with the published Report dated, June 2003. You will find attached the breakdown of our fees the Electrical Upgrade design effort.

Wood/Harbinger will maintain the team comprised of Mr. Simmons; for code conformance, Mr. Bartram; for structural design of the dock upgrades and Wood/Harbinger staff; to design the power distribution and fire protection systems in accordance with the scope described.

During the study phase, we evaluated the docks, the uplands, and the structures for code issues, deterioration, and conformance to the comprehensive master plan for the future development of the marina. The next step is the development of the construction documentation for the design of Phase 1 of the Marina Electrical Upgrades.

Phase 1 will include the installation of a portion of the upland system, which includes 15kV switchgear, part of the north 15kV distribution loop and ductbank system, unit substations for Dock K,L, M and N, Office Building and Dry Storage.

Dock K, L, M and N will also be included in this phase. For these docks, we will provide upgrade of the electrical system and installation of a new fire protection standpipe system.

Phase 1 documentation will include the following:

- Documentation showing the design of the power distribution system for a portion of upland system, which includes the 15kV switchgear, Unit Substations (located next to the Marina office building and new dry storage) and part of the 15kV north loop (Manholes MH4 to MH7).

This portion of the design will provide a second service into the marina while maintaining the existing 15kV system for phasing of the new electrical system.

- Documentation showing the design of the power distribution system, fire protection system and associative structural for docks K, L, M and N.

This portion of the design will provide a second service into the marina while maintaining the existing 15kV system for phasing of the new electrical system.

- Coordination with Puget Sound Energy for primary service design requirements.

Provide coordination of a plan for the new service to the marina. This plan will require maintaining the existing 15kV system while phasing in the new electrical system.

- Prepare specifications for construction of Phase 1.
- Prepare cost estimate for construction for Phase 1 of the project.

The total fee for the Phase 1 effort is \$81,995.00 (Eighty One Thousand, Nine Hundred and Ninety-Five dollars), based upon a completion date for bid issuance by the end of August. The design effort will be billed on a percent-complete lump-sum basis. Expenses are included in the lump sum fee for this phase of effort. The Construction Services effort will be billed on a time and expense not-to-exceed basis. The summary and task details of the design and construction period fees are attached.

Thank you again for selecting the Wood/Harbinger Team for this effort. We look forward to continuing the working relationship with you and your staff.

If you have any questions or need additional information, please contact Peter Lekhakul or me at 425-822-9499 or you can reach me at my home by dialing 206-842-0694 any time.

If this proposal is acceptable, please sign and return one copy and retain the other copy for your records.

Sincerely,
Wood/Harbinger, Inc.
Consulting Engineers

Bruce G. Alward, PE
Vice President, Electrical Division

Accepted by
City of Des Moines Marina

Joe Dusenbury
Harbor Master

A-E FEE PROPOSAL

Estimated Activities

Project Title			City of Des Moines Marina Electrical Upgrades			W/H Project No. 02056.02			Date: 30-May-2003 Rev:			Page 1 of 1	
Location						Design Services - Phase 1							
Des Moines, Washington													
List of Activities - (Manhours)													
No.	No. Dwgs	Description				W/H	Pro- Dgn	Simmons *** Elec					Total
I		Schematic Design				\$5,480							\$5,480
II		Construction Documents				\$45,270	\$6,643	\$3,102					\$55,015
III		Construction Administration				\$16,020	\$1,565	\$1,724					\$19,309
IV		Reprographics / Printing				\$750	\$125						\$875
		Subtotal				\$67,520	\$8,333	\$4,826					\$80,679
		W/H Markup 10%					\$833	\$483					\$1,316
N/A		Sales Tax											
		Total				\$67,520	\$9,166	\$5,308					\$81,995

*** Billed on a Time and Expense not-to-exceed basis and as needed for plan review.

Total Fee	\$81,995
------------------	-----------------

Anticipated Drawing List

T1 TITLE SHEET

S0.1 STRUCT LEGEND, SYMBOLS, GEN NOTES
S1.1 EXISTING SITE PLAN, DOCK K, L, M AND N
S1.2 NEW SITE PLAN, DOCK K, L, M AND N
S1.3 NEW SITE PLAN, DOCK K, L, M AND N
S2.1 DETAILS AND DIAGRAMS
S3.1 DETAILS AND DIAGRAMS

E0.1 ELECT LEGEND, SYMBOLS, GEN NOTES
E0.2 -
E1.1 EXISTING SITE PLAN, NORTH
E1.2 EXISTING SITE PLAN, SOUTH
E1.3 EXISTING SITE PLAN, DOCK K, L, M AND N
E1.4 NEW SITE PLAN, NORTH
E1.5 NEW SITE PLAN, DOCK K, L, M AND N
E2.1 ENLARGED PLANS, SITE
E2.2 ENLARGED PLANS, SITE AND DOCKS
E2.3 ENLARGED PLANS, DOCK K, L, M AND N
E3.1 EXISTING ONE-LINE DIAGRAM
E3.2 NEW ONE-LINE DIAGRAM
E3.3 PHASING PLAN
E4.1 UTILITY DETAILS/DIAGRAMS
E4.2 UTILITY AND DUCTBANK DETAILS
E4.3 SWITCHBOARD ELEVATIONS
E4.4 MISC SITE DETAILS
E5.1 DOCK DETAILS AND DIAGRAMS
E5.2 MISC DOCK DETAILS
E6.1 SCHEDULES - 15KV, FEEDER
E6.2 SCHEDULES - SWBD, PANELBOARDS, UPLAND
E6.3 SCHEDULES - PANELBOARDS, DOCK
E6.4 SCHEDULES - PANELBOARDS, DOCK

F0.1 FIRE SUPPRESSION LEGEND, SYMBOLS, GEN NOTES
F1.1 NEW SITE PLAN, DOCK K, L, M AND N
F1.2 ENLARGED PLANS, DOCK K, L, M AND N
F2.1 MISC DETAILS
F3.1 MISC SCHEDULES

A-E FEE PROPOSAL

Estimated Activities

Project Title City of Des Moines Marina Electrical Upgrades			W/H Project No. 02056.02				Date: 30-May-2003 Rev:		Page 1 of 1	
Location Des Moines, Washington			Design Services - Phase 1							
List of Activities - (Manhours)										
No.	No. Dwgs	Description	Princ	Proj Mgr	Fire Pro Engr	Sr. Elec	Elect Engr	Draft	Typ	Total
WOOD/HARBINGER, INC.										
		Schematic Design								
		Upland PSE Service Coordination	12			24		8	1	45
		Fire Suppression System			8					8
		Dock Power for K,L,M and N No Chrg								
										53
		Total Hours	12		8	24		8	1	53
		Site Investigation Subtotal	\$1,656		\$824	\$2,472		\$480	\$48	\$5,480
		Construction Documents								
		Upland Distribution System	4	4		40	24	40		112
		Fire Suppression System	4	4	40			24		72
		Dock Power for K,L,M and N	4	4		40	24	24		96
		Develop Specifications	4		16	40			32	92
		Develop Cost Estimate Packages	2		6	16			4	28
		Meetings (6hrs each/mtg total Incl Travel)	12		12	24			4	52
		Submittal, 90% Review	4		6	6		2	8	
		Submittal, Bid	4		6	6		2	8	26
										478
		Total Hours	38	12	86	172	48	92	56	504
		Study/Report Subtotal	\$5,244	\$1,356	\$8,858	\$17,716	\$3,888	\$5,520	\$2,688	\$45,270
		Construction Administration								
		Meetings (6hrs/mtg total Incl Travel)	12		12	24			8	56
		Submittals			8	24			2	
		RFI's			8	24			4	
		Punchlist (6hrs/punch), 100% & Final			12	12				
		Punchlist write-up, 100% & Final			4	4			2	10
		Total Hours	12		44	88			16	160
		Miscellaneous Cost	\$1,656		\$4,532	\$9,064			\$768	\$16,020
		Total Hours	62	12	138	284	48	100	73	717
		Composite Rates	\$138	\$113	\$103	\$103	\$81	\$60	\$48	
		Total Study Phase Cost	\$8,556	\$1,356	\$14,214	\$29,252	\$3,888	\$6,000	\$3,504	\$66,770

Plus Estimated Reimbursible Costs: Printing: \$750

Total Fee \$67,520

A-E FEE PROPOSAL
Estimated Activities

Project Title			City of Des Moines Marina Electrical Upgrades			W/H Project No. 02056.02			Date: 30-May-2003 Rev:			Page 1 of 1	
Location						Design Services - Phase 1							
Des Moines, Washington													
List of Activities - (Manhours)													
No.	No. Dwgs	Description				Princ	Proj Engr	Dgn	Draft	Typ			Total
PRODESIGN													
		Schematic Design											
		Upland Distribution System											
		Fire Suppression System											
		Dock Power for K,L,M and N											
		Total Hours											
		Site Investigation Subtotal											
		Construction Documents											
		Site Investigation & Meetings - assume 3 trips				9		9					18
		Pier & Gangway - adtl wt, supports, & reinf				2	3		4				9
		Transformer Float - First Copy Design/draft				2	4	3	6				15
		Mods for Specific Locs (12 locs - 3 variants)					3	4	8				
		Panelboard & Shore Power Mounts					1		2				3
		Floatation Replacement Plan & Details				2	6	8	14				30
		Specs					3			3			
		Cost Estimates					2	3					5
		Total Hours				15	22	27	34	3			80
													101
		Study/Report Subtotal				\$1,575	\$1,980	\$1,755	\$1,258	\$75			\$6,643
		Construction Administration											
		Bidding Support CCSS services				2	8			2			12
		Submittal Review				1	3	3					
		Site Visits & Meetings - assume 2 trips				4		6					
		Respond to RFI's - assume 6					2	3					
		Total Hours				7		12		2			21
		Miscellaneous Cost				\$735		\$780		\$50			\$1,565
		Total Hours				9	4	15	6	2			36
		Composite Rates				\$105	\$90	\$65	\$37	\$25			
		Total Study Phase Cost				\$945	\$360	\$975	\$222	\$50			\$2,552

Plus Estimated Reimbursible Costs: Printing: \$125

Total Fee \$2,677

A-E FEE PROPOSAL

Estimated Activities

Project Title			City of Des Moines Marina Electrical Upgrades				W/H Project No. 02056.02			Date: Rev:		30-May-2003		Page			
Location						Des Moines, Washington										Design Services - Phase 1	
List of Activities - (Manhours)																	
No.	No. Dwgs	Description				Princ								Total			
SIMMONS ELECTRICAL SERVICES																	
		Schematic Design															
		Upland Distribution System															
		Fire Suppression System															
		Dock Power for K,L,M and N															
		Total Hours															
		Site Investigation Subtotal															
		Construction Documents															
		Meetings (6hrs/mtg total Incl Travel)				6								6			
		Mileage					60										
		Submittal, 90%				8											
		Submittal, Bid				8								8			
		Total Hours				22	60							14 82			
		Study/Report Subtotal				\$3,080	\$22							\$3,102			
		Construction Administration															
		Meetings (6hrs/mtg total Incl Travel)				12								12			
		Mileage					120										
		Total Hours				12	120							132			
		Miscellaneous Cost				\$1,680	\$44							\$1,724			
		Total Hours				34	180							214			
		Composite Rates				\$140	\$0.365										
		Total Study Phase Cost				\$4,760	\$66							\$4,826			

Plus Estimated Reimbursible Costs: Printing:

Total Fee	\$4,826
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CONSTRUCTION COST ESTIMATE

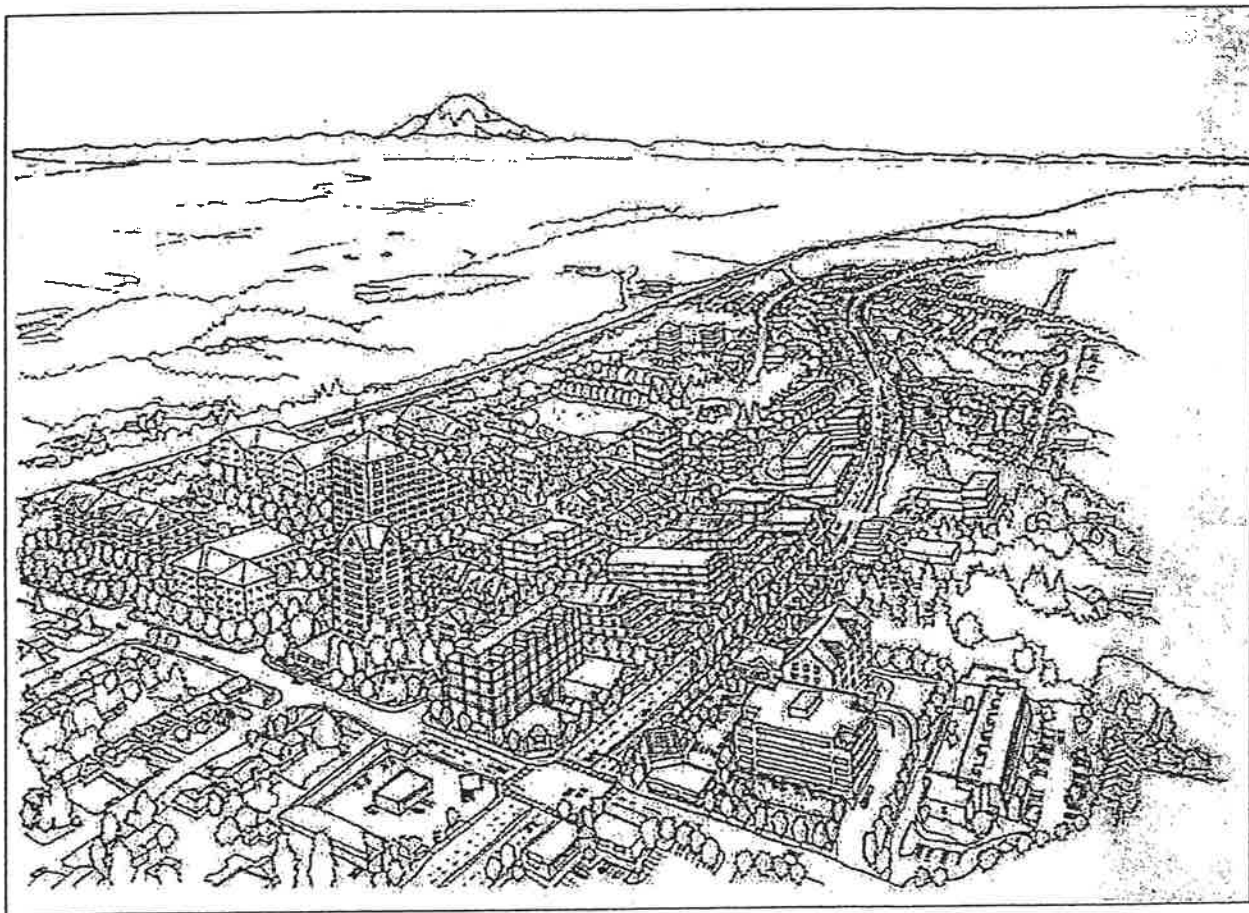
Upgrades to the Electric Power Distribution System Project - Phase 1

Description	Material Cost	Labor Cost	Total	
Upland				
Utility Service Modification	\$5,000.00	\$10,000.00	\$15,000.00	
Underground Ducts & Manholes	\$57,348.00	\$54,389.00	\$111,737.00	
15KV Switchgear	\$123,000.00	\$5,000.00	\$128,000.00	
Padmount Transformers	\$24,500.00	\$5,000.00	\$29,500.00	
Distribution Switchboards	\$22,600.00	\$1,000.00	\$23,600.00	
Medium Voltage Cable	\$102,024.00	\$48,128.00	\$150,152.00	
Wire & Cable - 600 Volt or less	\$2,775.00	\$1,467.00	\$4,242.00	
Raceways and Boxes	\$3,662.00	\$1,857.00	\$5,519.00	
Grounding	\$2,665.00	\$2,960.00	\$5,625.00	
				\$473,375.00
N Dock				
Switchboards & panels	\$11,324.00	\$4,476.00	\$15,800.00	
Transformers	\$21,270.00	\$3,000.00	\$24,270.00	
				\$40,070.00
N Dock Structural				
Structural	\$2,651.00	\$2,982.00	\$5,633.00	
				\$5,633.00
N Dock Fire Suppression				
Fire Suppression	\$2,679.00	\$8,435.00	\$11,114.00	
				\$11,114.00
Project Subtotal				\$530,192.00
Construction contingency - 5%				\$26,510.00
Sales tax - 8.8%				\$46,657.00
Permits - Electrical, Shoreline, SEPA				\$14,750.00
Wood/Harbinger - D&E and Const Mgmt				\$81,995.00
Project Total				\$700,104.00

EXHIBIT "A"
Ord. No 1284

CITY OF DES MOINES

STREET DEVELOPMENT STANDARDS FOR PACIFIC RIDGE



Sec. __, Ord. __, 2001

City of Des Moines
21630 11th Avenue South
Des Moines, WA 98198
www.ci.des-moines.wa.us



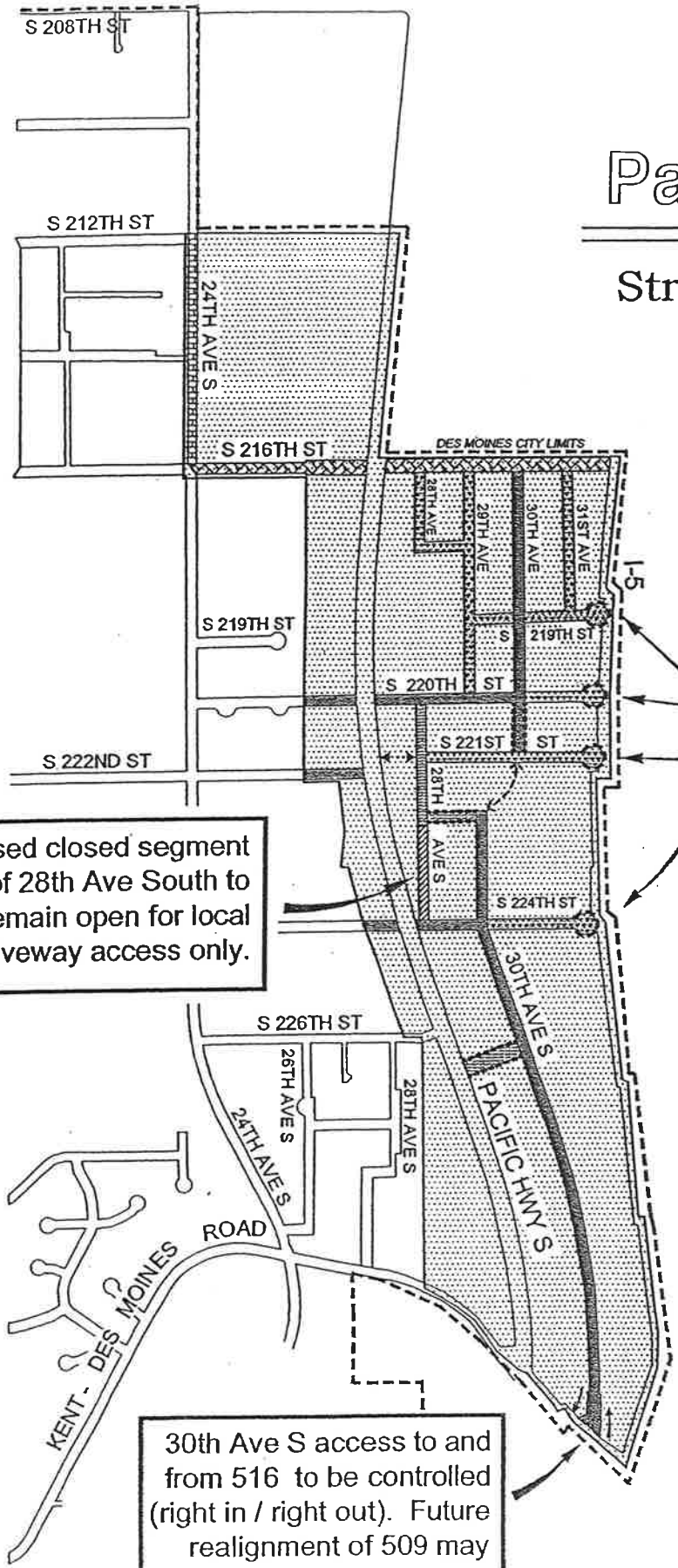
Pacific Ridge

Street Development Standards

Proposed closed segment of 28th Ave South to remain open for local driveway access only.

Turnarounds may be relocated if additional right-of-way is required for freeway or light rail improvements.

30th Ave S access to and from 516 to be controlled (right in / right out). Future realignment of 509 may alter this configuration.



- Type A Street
- Type B Street
- Type C Street
- Type D Street
- Type E Street
- Proposed Right-of-Way Closure
- Proposed Right-of-Way
- Proposed Turnaround
- Proposed Bicycle Path
- Proposed Pedestrian Hill Climb

Des Moines
Community Development

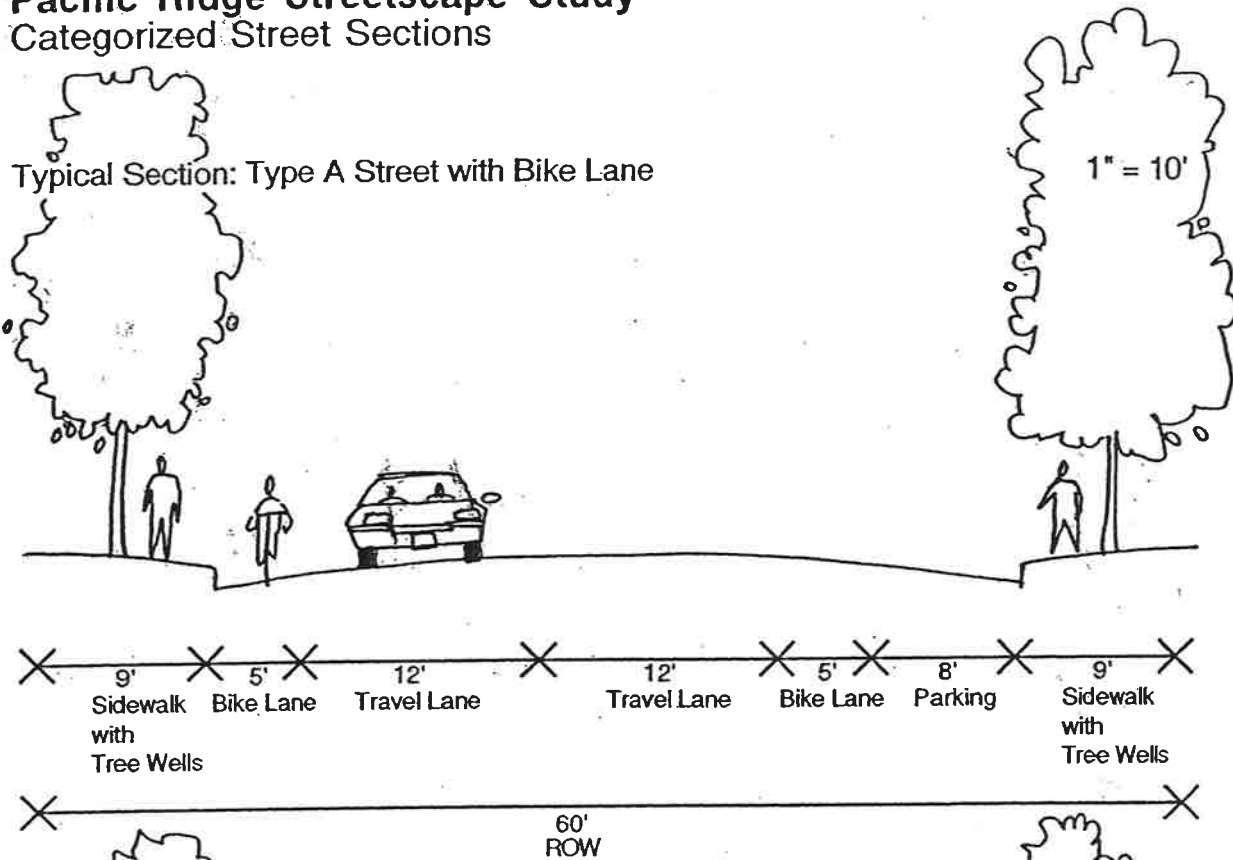
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StreetscapeStudy.dwg
May 23, 2001

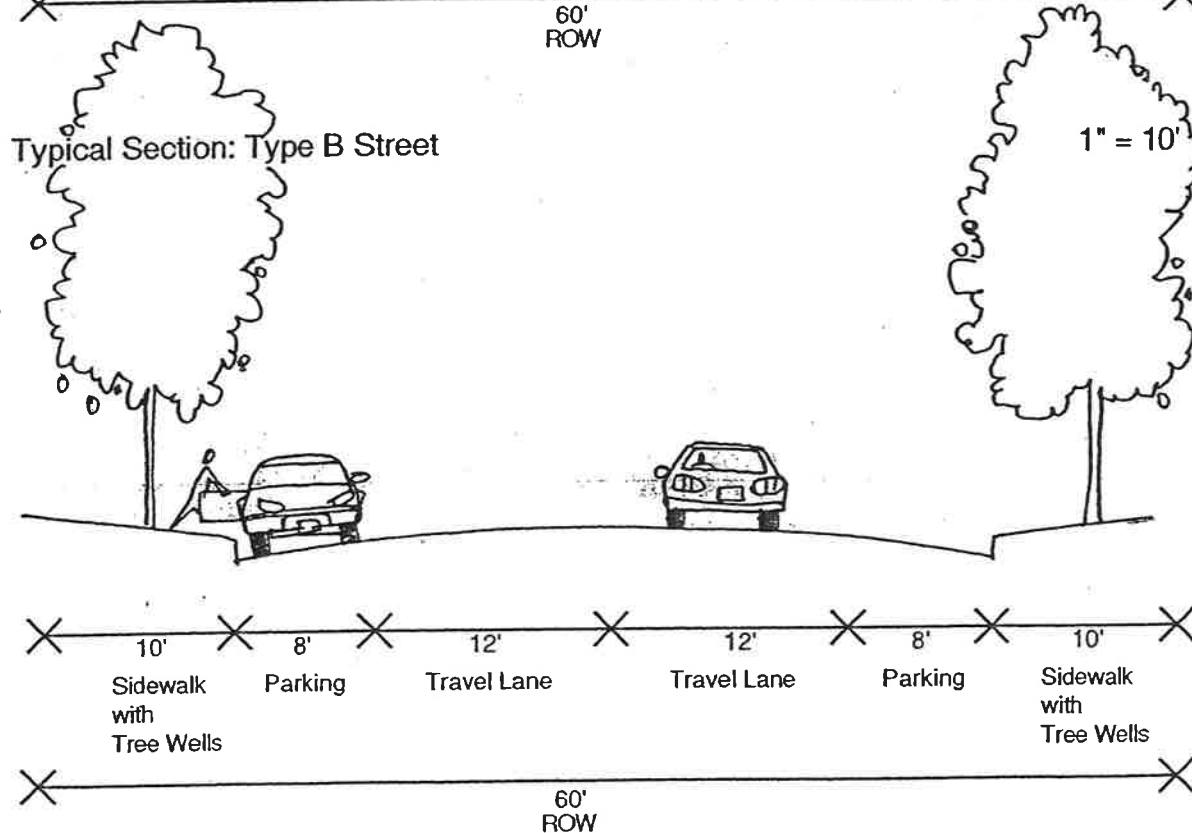
Pacific Ridge Streetscape Study

Categorized Street Sections

Typical Section: Type A Street with Bike Lane



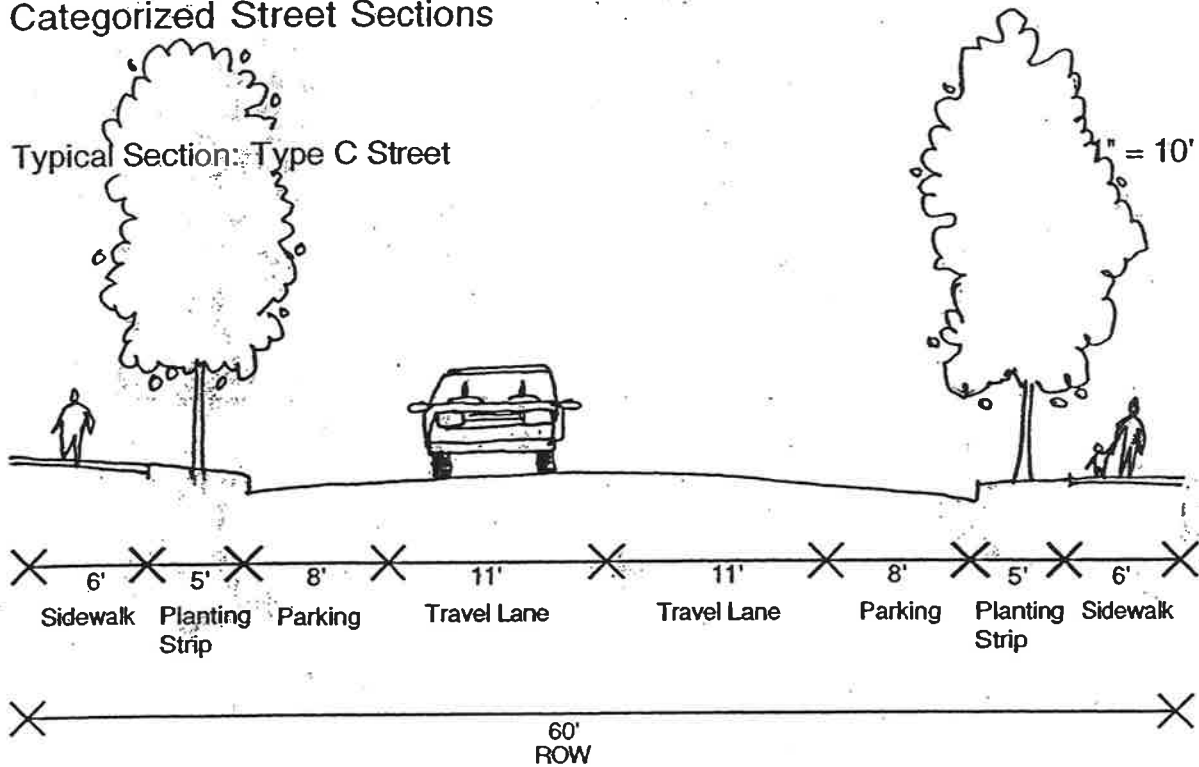
Typical Section: Type B Street



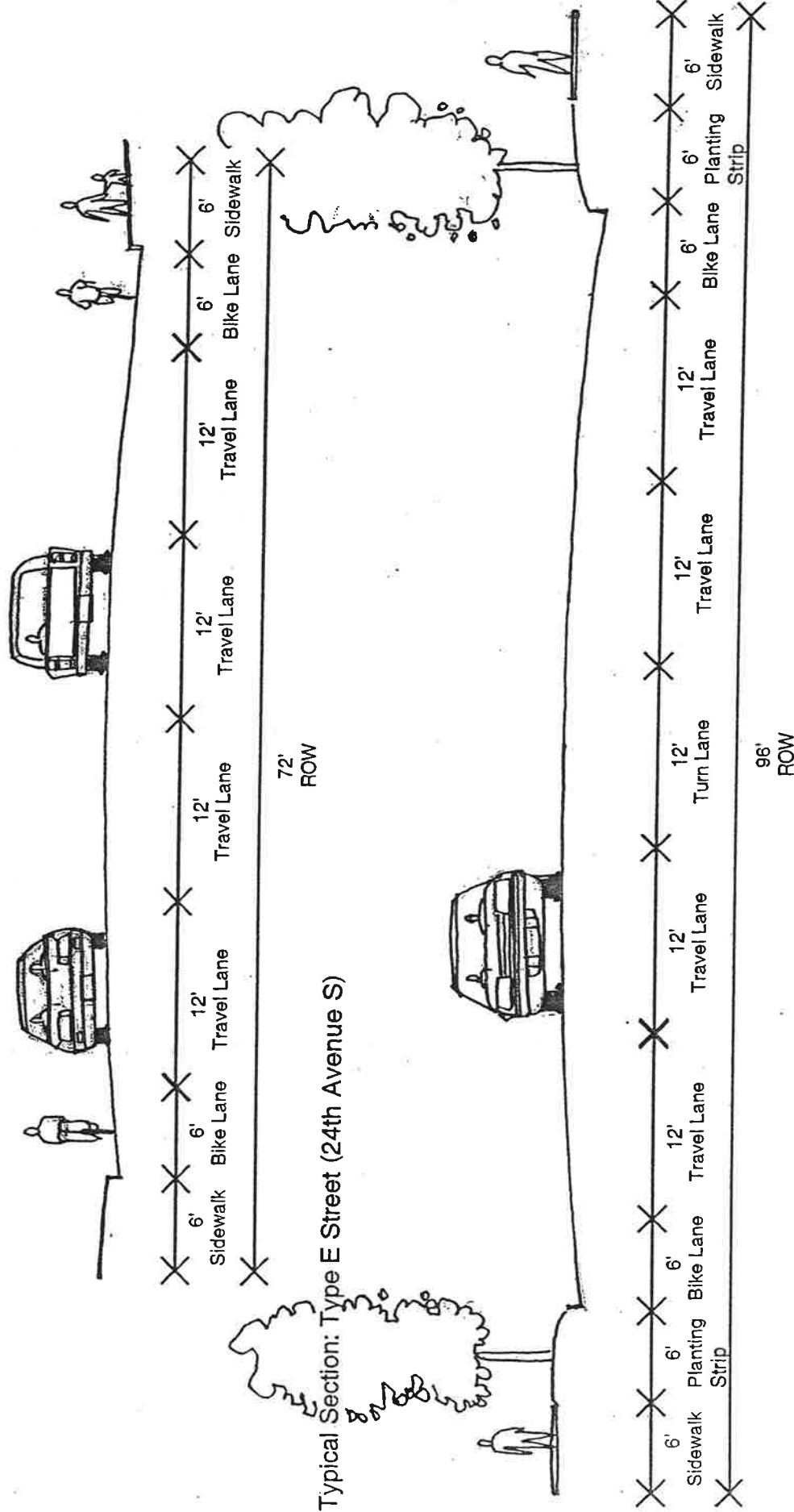
Pacific Ridge Streetscape Study

Categorized Street Sections

Typical Section: Type C Street



Pacific Ridge Streetscape Study **Categorized Street Sections** Typical Section: Type D Street (S 216th Street)



Typical Section: Type E Street (24th Avenue S)

Prepared by: Madrona Planning
 5604 20th Avenue NW
 Seattle, Washington 98107
 206.297.2106

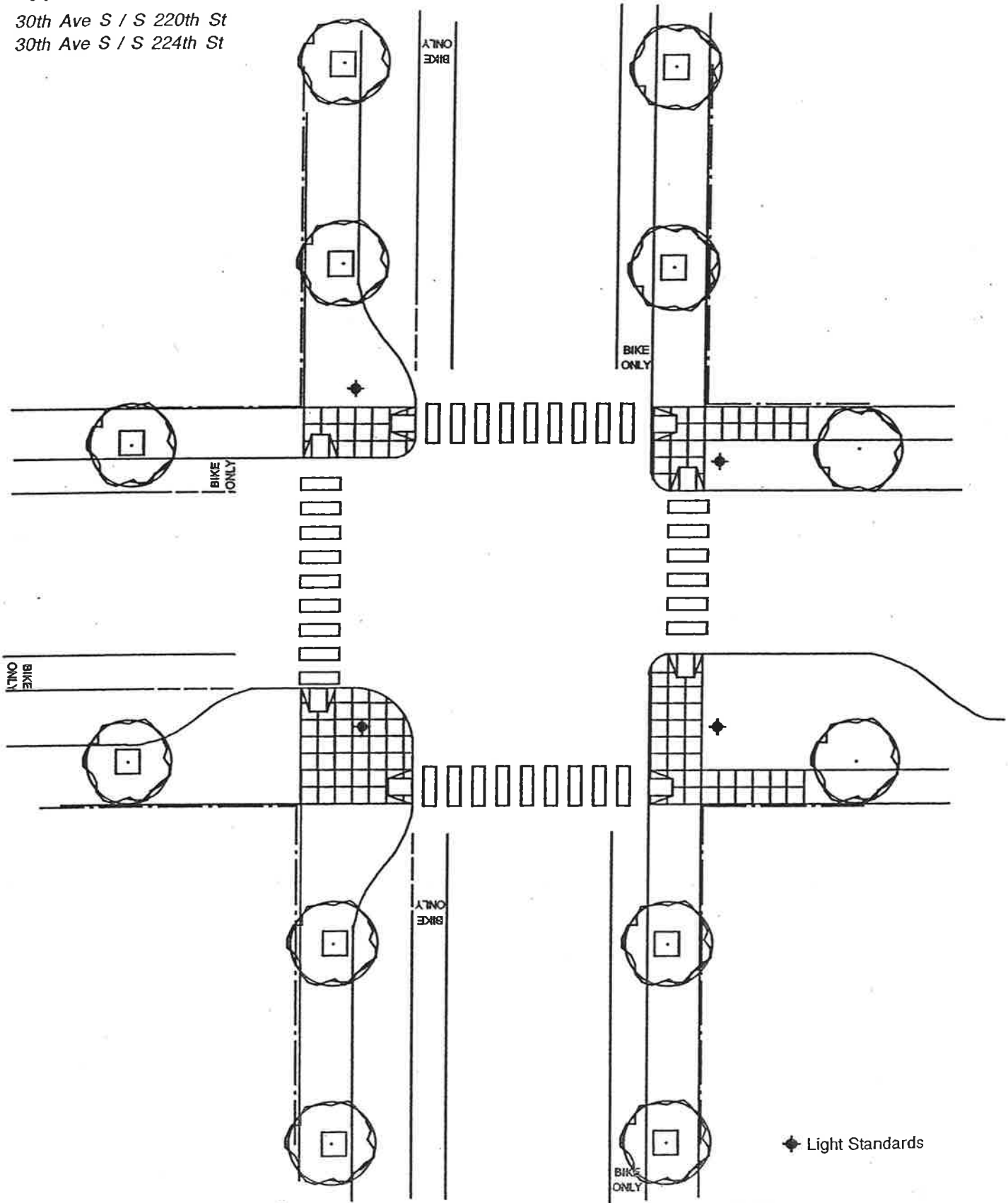
Date: 21 May 01
 Revised:
 Sheet 3 of 3

Pacific Ridge Streetscape Study

Type A and C Streets - "Regular" Intersection

1" = 20'

30th Ave S / S 220th St
30th Ave S / S 224th St



Prepared by: Madrona Planning
5604 20th Avenue NW
Seattle, Washington 98107 206.297.2106

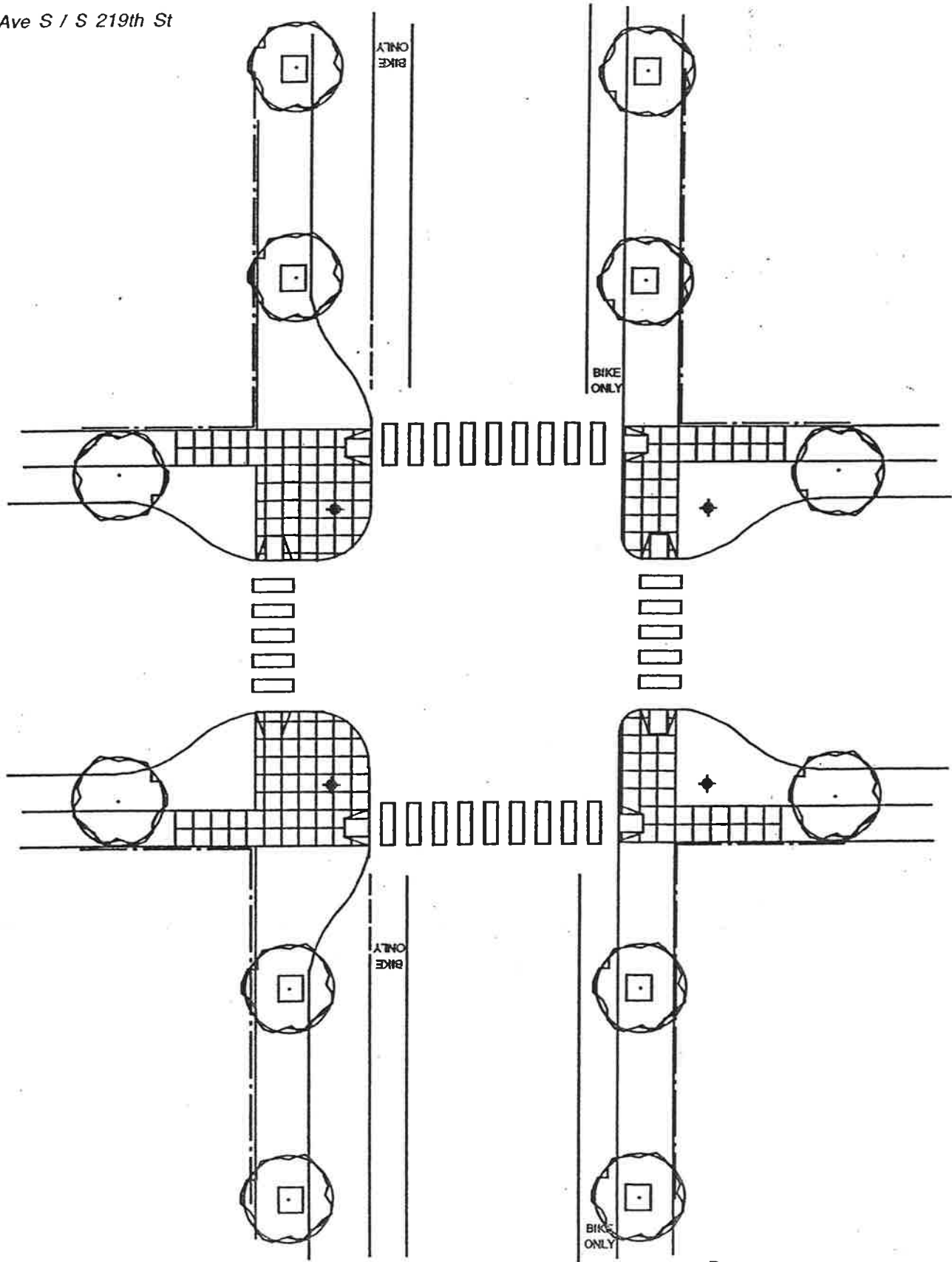
Date:
Revised: 19 June 01
Sheet ____ of ____

Pacific Ridge Streetscape Study

Type A and C Streets - "Regular" Intersection

30th Ave S / S 219th St

1" = 20'



Prepared by: Madrona Planning
5604 20th Avenue NW
Seattle, Washington 98107 206.297.2106

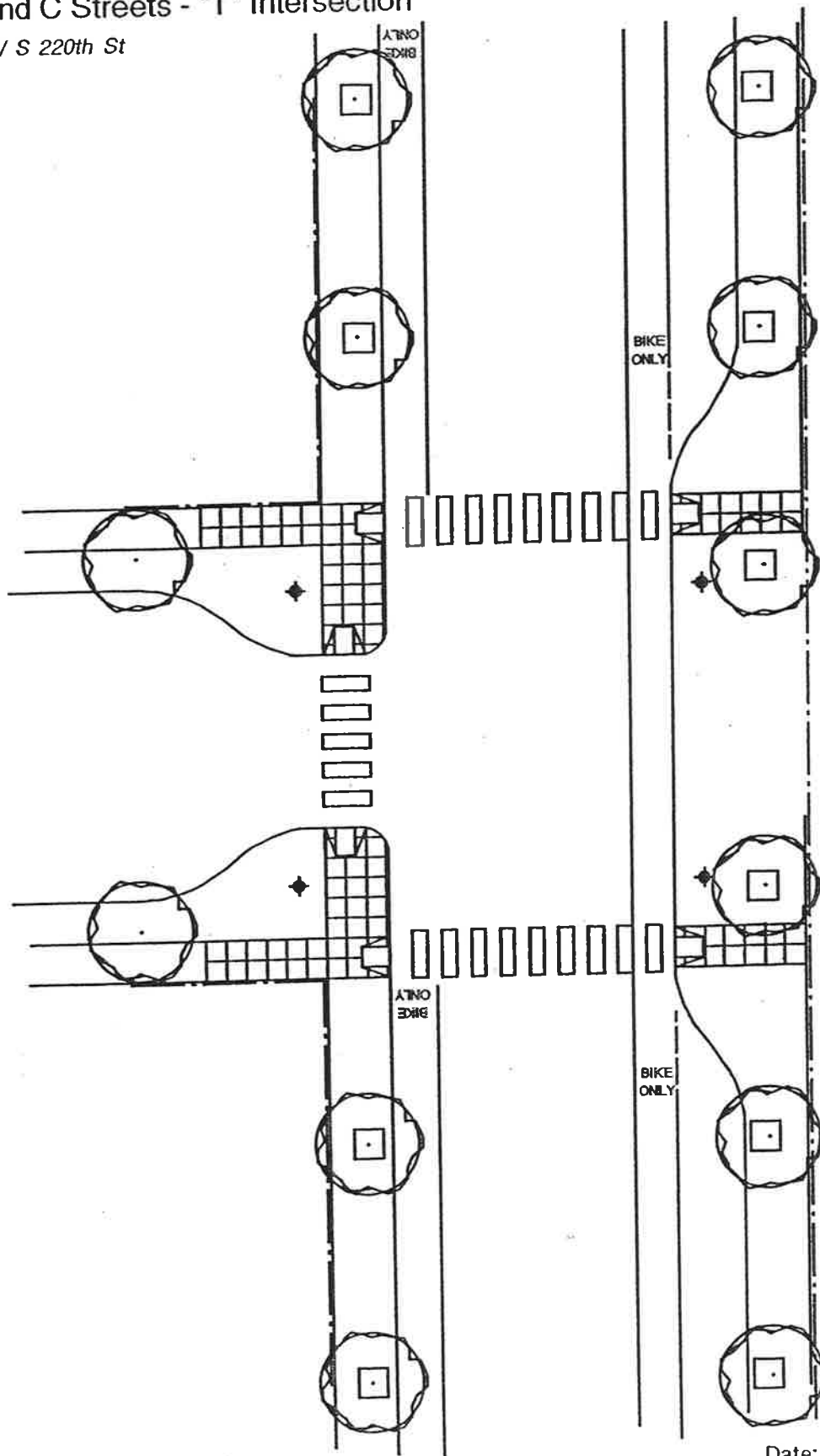
Date: _____
Revised: _____
Sheet _____ of _____

Pacific Ridge Streetscape Study

Type A and C Streets - "T" Intersection

29th Ave S / S 220th St

1" = 20'



Prepared by: Madrona Planning
5604 20th Avenue NW
Seattle, Washington 98107 206.297.2106

Date:
Revised:
Sheet ____ of ____

Pacific Ridge Streetscape Study

Type A Streets - "Arterial" Intersection

1" = 20'

30th Ave S / S 216th St
S 220th St / Pac Hwy S
S 224th St / Pac Hwy S

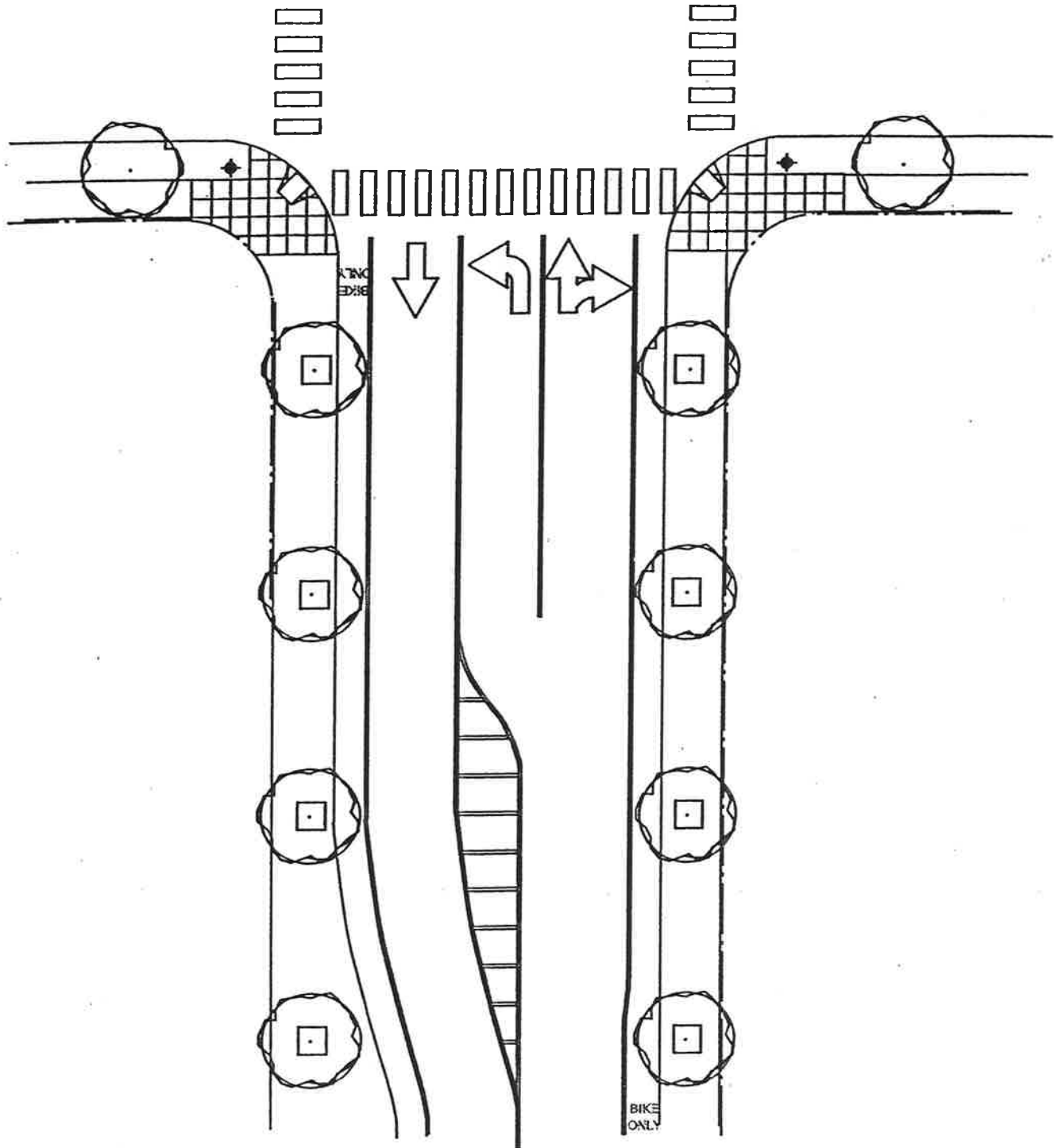


EXHIBIT "B"

Appendix ____ City of Des Moines Street Development Standards

Street Tree Standards

Purpose and Intent

The following requirements apply to the installation of street trees within the public right-of-way. The purpose of these standards is to ensure that trees planted in the public right-of-way are installed and maintained in a manner that promotes public health, safety, and welfare.

Administration

A Type C right-of-way use permit as provided by chapter 12.04 DMMC is required for the planting or removal of trees within the public right-of-way.

Street Tree Species

1. The city manager shall authorize the planting of only those species of trees deemed appropriate for the proposed location. Species characteristics to be considered include, but are not limited to: mature height; shape and span of canopy; color; limb structure and strength; rooting patterns; nuisance fruit; drought tolerance; and resistance to disease, insects, and air pollution.
2. The city manager may specify the species of street trees to be provided. In instances where the City has not specified the type of tree(s) to be planted, the city manager may consult the *Seattle Street Tree Planting Procedures* (City of Seattle Engineering Department Publication No. 520, as presently constituted or as may be subsequently amended).
3. Only small-scale canopy trees are allowed where overhead conflicts exist, including but not limited to utility lines, building overhangs, etc.
4. The following trees are prohibited for use as street trees:
 - a. *Acer negundo*, *acer saccharinum*, *acer macrophyllum* (boxelder, silver maple, bigleaf maple, and oregon maple).
 - b. *Ailanthus althissima* (tree of heaven).
 - c. *Alnus rubra* (red alder).
 - d. *Malus* (fruiting apples).
 - e. *Prunus* (fruiting cherries).

- f. *Pyrus* (fruiting pears).
- g. *Populus spp.* (poplars and cottonwoods).
- h. *Robinia pseudoacacia* (black locust).
- i. *Salix spp.* (willows).

Design of Street Tree Planting Areas

1. The spread or width of the tree crown or canopy at maturity shall determine the appropriate spacing of street trees. Slight variation in spacing may be permitted where necessary to avoid utilities, driveways, or similar features. Small-scale trees are typically planted 20-25 feet on center. Small-to-medium scale trees are typically planted 25-30 feet on center. Medium-to-large scale trees are typically planted 30-35 feet on center. Large-scale trees are typically planted 35-40 feet on center.

2. The minimum distances allowed from the centerline of a tree are as follows:

Object	Distance (feet)
Face of curb	3
Edge of sidewalk or sidewalk landing	2
Edge of driveway at sidewalk	7.5
Streetlight poles	20
Utility poles	5-10
Fire hydrants	5
Street intersection	30
Underground utility duct or pipe	5
Grass, shrubs, flowers, weeds	2

3. Tree pits shall not be less than four feet wide and four feet long. Tree pits and grates shall conform with all applicable provisions of chapter 51-10 WAC – Barrier-free facilities, as presently constituted or as may be subsequently amended. The placement of street trees within a public sidewalk shall provide for a minimum of five feet of unobstructed sidewalk.

4. When necessary to protect sidewalks, roadways, or underground utilities from damage, the city manager may require the installation of a root barrier prior to planting of the tree.

5. All street trees installed in conjunction with new development shall be irrigated by a permanent, underground sprinkler or drip watering system complete with automatic controls. Unless waived by the city manager, irrigation systems located in the right-of-way shall be circuited independently from on-site irrigation. Installation and maintenance of the irrigation system shall be responsibility of the adjacent property owner.

6. Street trees shall be pruned to provide eight feet of clearance above a sidewalk and 14 feet of clearance above a roadway.

Minimum Tree Size at Time of Planting

1. Deciduous trees planted in the right-of-way of an arterial or collector street shall be a minimum of two inches (2") in caliper diameter and eight feet (8') in height.
2. Deciduous trees planted in the right-of-way of a residential street shall be a minimum of one inch (1") in caliper diameter and six feet (6") in height.
3. Tree caliper shall be measured at diameter at breast height (DBH) – 4.5 feet above grade.

Planting Guidelines

1. Trees shall be installed as specified by Figures 1 and 2 of these Street Tree Standards.
2. A layer of mulch two inches in depth shall be provided within a two-foot radius of the tree.

Maintenance of Street Trees

1. Unless specifically waived by the city manager, maintenance of street trees, including the irrigation system, staking, mulching, etc., shall be the responsibility of the adjacent property owner.
2. Notwithstanding the above provision, the city manager may plant, prune, maintain, and remove trees within the right-of-way to ensure public health, safety, and welfare.
3. Pruning of trees within the right-of-way shall conform to the standards set forth by the International Society of Arboriculture and the National Arborist Association.

Figure 1
 Street Tree in Planter Strip, With Staking

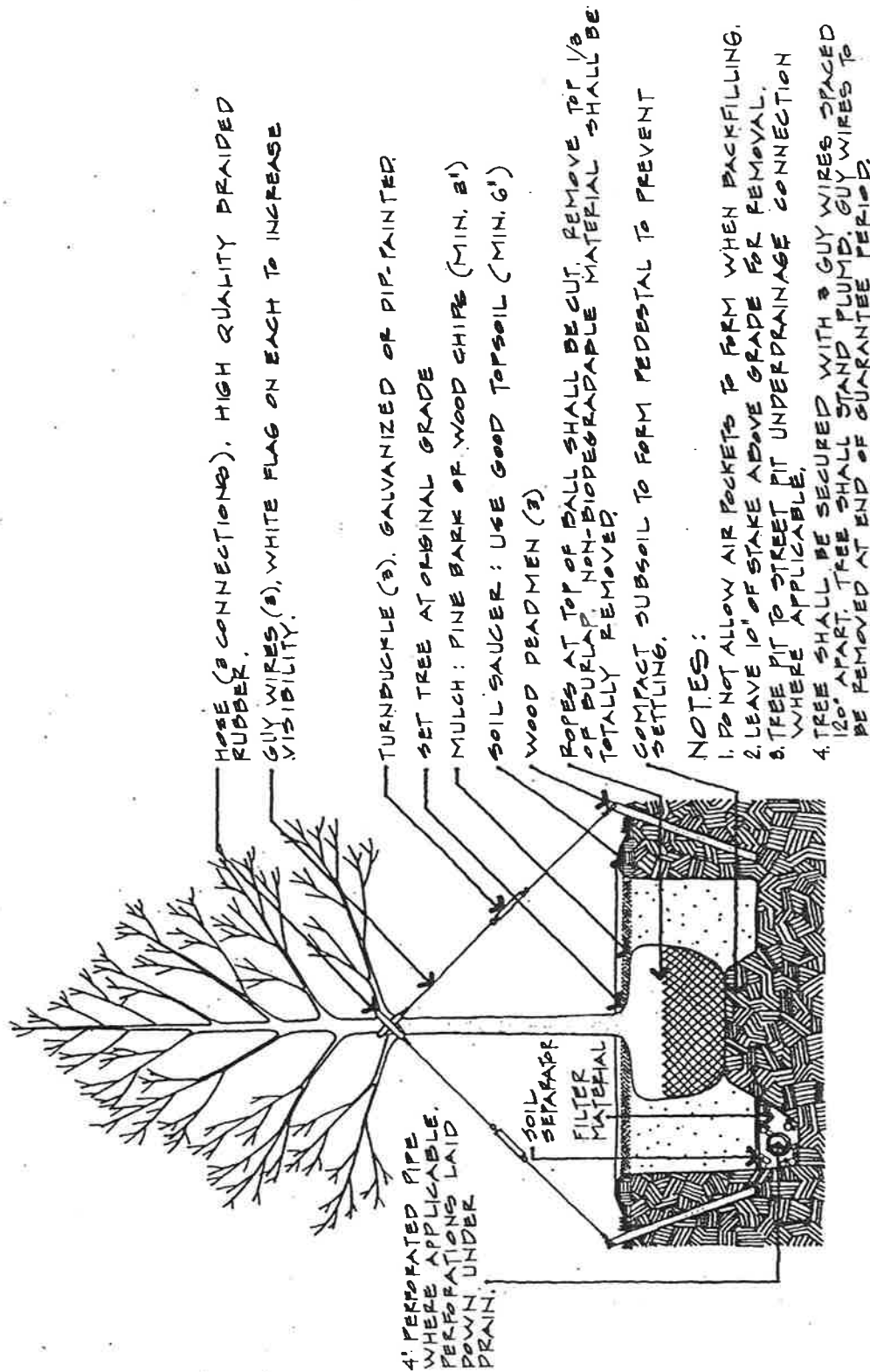


Figure 2
Planting Diagram

Street Tree in Tree Pit With Grate, and Without Staking

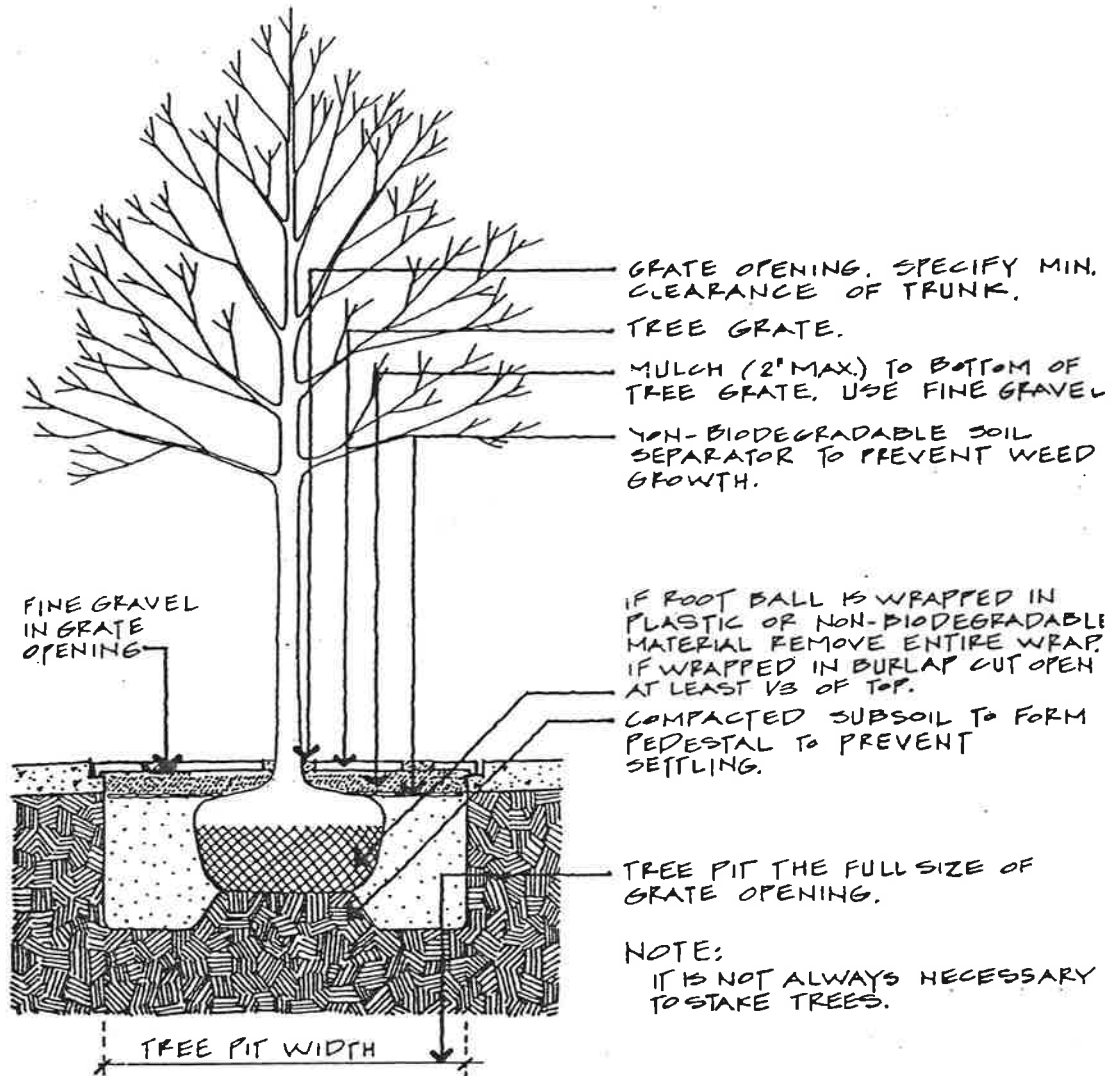


EXHIBIT "C"



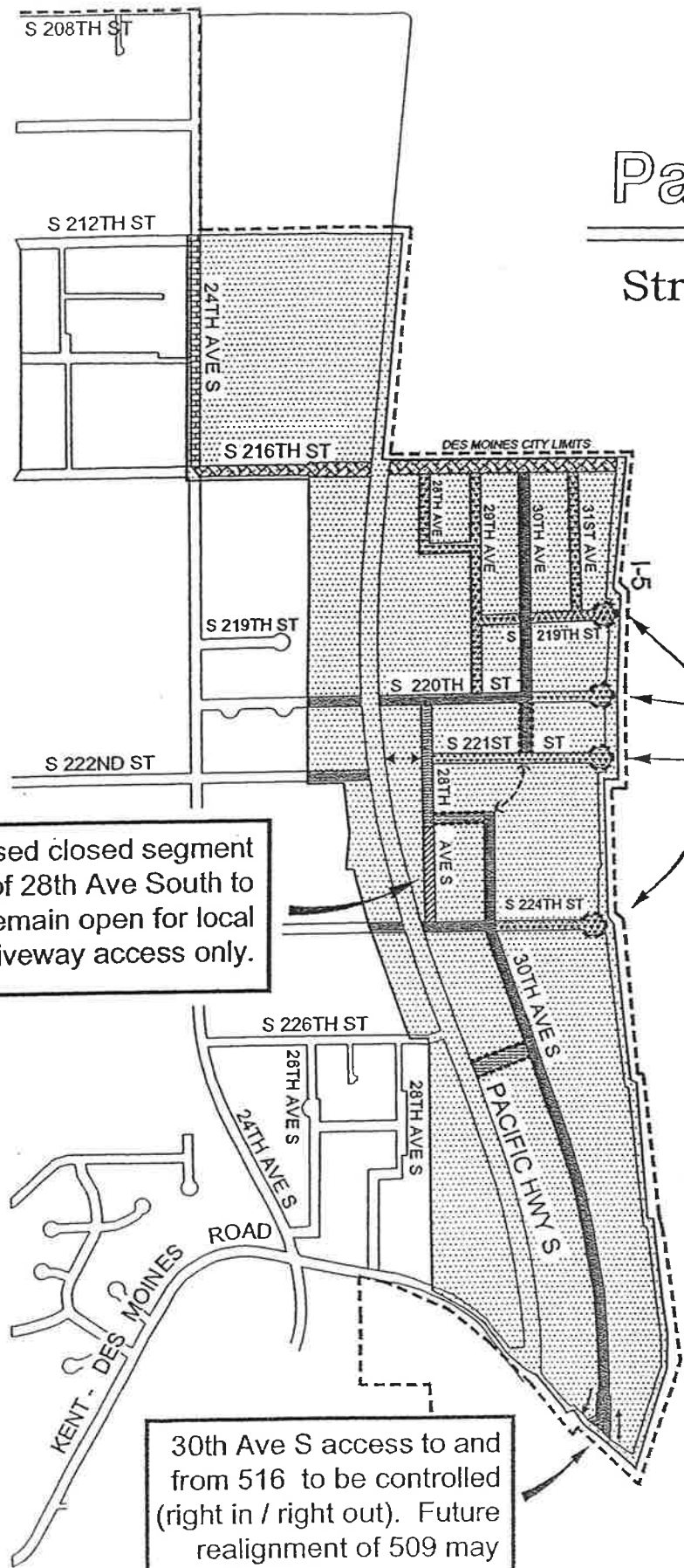
Pacific Ridge

Street Development Standards

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30th Ave S access to and from 516 to be controlled (right in / right out). Future realignment of 509 may alter this configuration.



- Type A Street
- Type B Street
- Type C Street
- Type D Street
- Type E Street
- Proposed Right-of-Way Closure
- Proposed Right-of-Way
- Proposed Turnaround
- Proposed Bicycle Path
- Proposed Pedestrian Hill Climb

Des. Moines
Community Development

No Scale

StreetscapeStudy.dwg
May 23, 2001

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Property Acquisition for Pacific
Highway South Project
(Pete's Towing Parcel #5)

ATTACHMENTS: Consent Judgment &
Decree of Appropriation

FOR AGENDA OF: July 10, 2003

DEPT. OF ORIGIN: Legal

DATE SUBMITTED: June 26, 2003

CLEARANCES:

[X] Legal RS
[X] Public Works TP

APPROVED BY CITY MANAGER
FOR SUBMITTAL: CTC for TP

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. 02-2-33626-4 KNT, which provides for acquisition by the City, for \$50,000.00, 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's retained counsel 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. 02-2-33626-4 KNT and to authorize the City's retained counsel to approve said Judgment and Decree and present it to the court, for approval and entry, substantially in the form as submitted.

BACKGROUND

On May 9, 2002, the City Council, through the exercise of its powers of eminent domain, enacted Ordinance No. 1303 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. Because ownership of this property involved a city councilmember, outside counsel was retained. 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. 2,546 square feet) and a temporary construction easement (over approximately another 9,094 square feet) for a total of \$50,000.00 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, 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's retained counsel 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.

The Honorable James Cayce

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY

CITY OF DES MOINES,

NO. 02-2-33626-4KNT

Petitioner,

vs.

Consent Judgment and Decree of
Appropriation

GARY W. PETERSON and ADELE A.
PETERSON, husband and wife and the marital
community composed thereof; KEYBANK
NATIONAL ASSOCIATION, a nationally
chartered banking institution; and all persons,
parties, firms or corporations unknown, or
unknown owners claiming any right, title lien or
interest in and to the property herein described,
and the estate and personal representative,
executor or executrix of any deceased person
having or claiming an interest therein,

Respondents.

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SUMMARY OF JUDGMENT
(RCW 4.64.030)

Judgment Creditors	Gary W. Peterson and Adele A. Peterson; KeyBank National Association
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SAMPSON & WILSON, INC., P.S.
1400 Talbot Road So. 9 Ste. 400
Renton, Washington 98055-4282
King County Facsimile
(425) 235-4800 (425) 235-4838

Attorneys for Judgment	Gary W. Peterson and Adele A. Peterson - Daryl A. Deutsch	Judgment Debtor	City of Des Moines, a Washington Municipal Corporation	Principal Judgment Amount	\$49,250.00	Acquisition	None	Pre-judgment Interest	None	Post-judgment Interest	None, the Petitioner/City has deposited the amount of the judgment into the registry of the court on or before the date of this judgment	Attorney Fees	\$750.00	Expert Fees	Included above	Total Judgment Amount	\$50,000.00	Real Property Awarded	Described herein	Assessor's Tax Parcel Number(s)	215640-0281-00
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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 owners and all other persons interested in the subject property for the taking and appropriation of the subject property;
2. A judgment and decree of the Court providing for payment of the just compensation so determined; 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.

1 The court has previously entered an adjudication of public use and necessity declaring that the use
2 for which the subject property is sought is a public use and declaring that there is a necessity for such
3 appropriation.

4 The parties, through their attorneys, have stipulated and approved this Consent Judgment and
5 Decree of Appropriation. The petitioner was represented by their attorney, Duncan C. Wilson. The
6 respondents, Gary W. Peterson and Adele A. Peterson, were represented by their attorney, Daryl A. Deutsch.
7 The respondents, KeyBank National Association, were represented by their attorney, Mark J. Rosenblum.

8 The petitioner has, on or before the date of this judgment, deposited the full amount of the consent
9 judgment, inclusive of the sum previously paid at the time of immediate use and possession, including attorney
10 and expert witness fees, into the registry of the court.

11 NOW, THEREFORE, in accordance with the parties' stipulation and agreement, it is hereby
12 ORDERED, ADJUDGED and DECREED as follows:
13

- 14 1. The sum of \$49,250.00 represents the just compensation for the acquisition of property and
15 property rights;
- 16 2. The sum of \$750.00 for attorney fees and expert fees is reasonable;
- 17 3. The petitioner, City of Des Moines, is granted the right to appropriate, use and take the following
18 described property (the subject property):

19 The east 7.0 feet, **containing 2546 square feet**, more or less of that property as
20 described in instrument recorded under Recording Number 9705131117 records
21 of King County, Washington.

22 The land referred to is situated in the county of King, State of Washington, and
23 described as follows:

24 That portion of the south half of the northeast quarter of the northwest quarter of
25 the southeast quarter of Section 9, Township 22 north, range 4 East, W.M., in
King County, Washington, lying westerly of State Road No. 1; EXCEPT the north
200 feet thereof;

ALSO KNOWN AS that portion of Tract 15 of East Des Moines 5-Acre Tracts, an
unrecorded plat, lying westerly of State Road No. 1; EXCEPT the north 200 feet

thereof;

ALSO that portion of the north half of the southeast quarter of the northwest quarter of the southeast quarter of Section 9, Township 22 North, Range 4 East, W.M., in King County, Washington, lying westerly of State Road No. 1, EXCEPT the south 110 feet thereof;

ALSO KNOWN AS that portion of Tract 14 of East Des Moines 5-Acre Tracts, unrecorded plat, lying westerly of State Road No. 1, EXCEPT the south 100 feet thereof.

All identified as tax parcel number 215640-0281-00.

4. All of the right, title and interest in and to the above described property shall be and is hereby vested in the petitioner, City of Des Moines, in fee simple absolute.

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

The west 25 feet of the east 32 feet, containing 9094 square feet, more or less, of that property as described in instrument recorded under Recording Number 9705131117, records of King County, Washington.

6. The terms of the temporary construction easement are as follows:

a. The easement shall allow the City, its contractors, employees, agents, successors and assigns, the right of ingress and egress to enter upon the land subject to the temporary easement as required to complete the construction work on the subject property, to place personnel and equipment to the extent necessary to complete the construction work on or adjacent to the subject property, and to reconstruct roadway access;

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

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

d. The City, its agents and assigns, will notify the respondent of its construction schedule, and will, to the full extent possible, schedule the construction activity so as to minimize any inconvenience to the property it being understood that respondent may use a portion of the remaining property for parking and that respondent's access to said property shall remain open at all times and not be materially impaired;

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

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

3 DONE IN OPEN COURT this ____ day of _____, 2003

4
5 _____
6 Judge/Court Commissioner

7 Presented by:

8 _____
9 Duncan C. Wilson WSBA # 12883
10 Attorney for Petitioner
City of Des Moines

11 Stipulated for Entry,
12 Agreed to as to form and content; and
13 Notice of Presentation Waived by:

14 _____
15 Daryl A. Deutsch, WSBA # 11003
16 Attorney for Respondent
Gary W. Peterson and Adele A. Peterson

17
18 _____
19 Mark J Rosenblum, WSBA # 09393
20 Attorney for Respondent
KeyBank National Association

AGENDA ITEM

CONSENT CALENDAR
Item #6

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Steven J. Underwood
Memorial Park Phase One-
Parking Lot Paving Contract

FOR AGENDA OF: July 10, 2003

DEPT. OF ORIGIN: Parks, Recreation and
Senior Services

DATE SUBMITTED: July 1, 2003

ATTACHMENTS:

- A. Draft Contract between the City of Des
Moines and _____ (Paving Contractor)
- B. 2003-2004 Capital Improvement Plan
Steven J. Underwood Memorial Park
Phase One (see prior years funding)
- C. Paving Bid Tabulation (Available 7-8-03)

CLEARANCES:

- ☐ Parks & Recreation Director
- ☒ City Attorney

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *CTL for TP*

Purpose and Recommendation:

The purpose of this agenda item is to award a Small Works Project for the installation of parking lot pavement at Steven J. Underwood Memorial Park.

Motion: "I move to approve the Contract with _____ in the amount of up to \$_____ plus tax and authorize the City Manager to sign the contract, substantially in the form as submitted. And to authorize City Manager to approve change orders not to exceed 10% of the total contract amount."

Background:

The Steven J. Underwood Memorial Park Phase One construction is now near completion. Funding for the project came from the City's Municipal Capital Improvement Fund, Washington State Interagency Committee for Outdoor Recreation Local Parks Grant Fund and Paul Allen Youth Athletic Fields Grant Fund, King County Real Estate Excise Tax Fund and King County Youth Sports Facilities Grant Fund. Land acquisition has been underway since 1998 and design and construction has been completed in phases over the past three years.

The majority of Phase One construction including site earthwork, erosion control, installation of water, sanitary and storm utilities, concrete work and paving needed for two softball fields, parking lot, and infrastructure to provide for water, sewer and storm detention for full build out of the park including the Activity Center and proposed Community Center site was bid out to general contractor Specialized Landscaping Inc., in 2002. Although the parking lot paving work was part of Specialized Landscaping Inc.'s original bid, the asphalt paving and striping portion of the parking lot work was recently removed from the contract for public convenience. The Steven J. Underwood Memorial Park Parking Lot Paving Project was then advertised for

bid to contractors on the City's Small Works Roster with a public bid opening on Tuesday, July 8, 2003 at 9:00 a.m.

In the 2003 Capital Improvement Program, City Council approved funding for Steven J. Underwood Memorial Park Phase I-B to build a third ballfield and restrooms at the park. The third field is currently under construction by Grants Landscaping to be completed in mid-July. Phase I-B restroom construction is scheduled in 2004 when additional capital funding is available for the project.

Discussion:

Construction contractor Specialized Landscaping Inc. (SLI) was awarded the bid for Steven J. Underwood Memorial Park Phase I Part A and Part B as identified in the Background Section above in 2002. By the end of 2002, SLI had completed all project elements except the parking lot paving and striping work and project punch list items required for project acceptance and completion. Since that time, the city and contractor have been in negotiations to resolve disagreements regarding project change orders and delays. The contractor agreed to finish remaining project punch list items and to remove the parking lot paving portion of the bid to allow the city to complete the parking lot paving project at its convenience. This agreement with SLI allows the city to pave the parking lot after the completion of the third ballfield (Phase I-B) currently under construction by Grants Landscaping to avoid parking lot pavement destruction caused by large construction vehicles and equipment. The Parking Lot Paving Project has been timed to begin after third field completion and the removal of construction equipment from the site.

The Parking Lot Paving Small Works project consists of asphalt paving of approximately 41,000 SF over existing compacted base course. Work is to be done per Washington State Department of Transportation specifications and includes the striping the 92 parking spaces, including 4 handicap spaces.

The city received bids by paving contractors for the work (see Attachment C Paving Project Tabulation) and submitted the lowest and best bid for the project. The intent of this project is to pave the parking lot prior to the park's opening date on July 25, 2003. Upon completion of the parking lot, the Interagency Committee for Outdoor Recreation will release the final portion (approximately \$20,000) of the Paul Allen Youth Athletic Fields Grant awarded to the Phase One project in 2001.

Alternatives:

None Provided

Financial Impact:

The Parking Lot Paving Project is budgeted as part of the Steven J. Underwood Memorial Park Phase One scope of work in the 2002 Capital Improvement Plan and is part of the IAC Paul Allen Youth Athletics Facilities Grant project awarded in 2001 (See 2003-2004 Capital Improvement Plan- Steven J. Underwood Memorial Park Phase One prior years funding). The engineer's estimate for this portion of the Phase One project is \$35,000.

Recommendation/Conclusion:

Staff recommends approval of the Parking Lot Paving Project contract with _____

Concurrence

The Steven J. Underwood Memorial Park Phase One Project was part of the 2001-2002 Capital Improvement Program as approved by City Council. Plans were reviewed, approved and permitted by city permitting personnel from Community Development and Public Works Departments.

ATTACHMENT A

SECTION 2 - CONTRACT DOCUMENTS

**STEVEN J. UNDERWOOD MEMORIAL PARK
PARKING LOT PAVING PROJECT**

CONTRACT CHECKLIST

THE FOLLOWING FORMS ARE TO BE EXECUTED AFTER THE CONTRACT IS AWARDED:

- (a) Agreement
This agreement to be executed by the successful bidder. Four (4) copies are required.
- (b) Performance and Payment Bond
To be executed by the successful bidder and his surety company. Four (4) copies are required.
- (c) Certificate of Insurance
All insurance certificates must show thirty (30) days cancellation notice by certified mail and Hold Harmless Statement. Insurance certificates are required for the prime contractor and all subcontractors prior to commencement of any work.
- (d) Progress Schedule
Prior to beginning any work on site, a progress schedule, either in the form of a C.P.M. or Bar Chart, shall be submitted showing: (1) each element of work; (2) dates each element of work will be accomplished; and (3) materials order and delivery dates.
- (e) Department of Labor and Industries Fees
The Contractor is responsible for all fees relating to the processing of the Department of Labor and Industries: (1) Intent to Pay Prevailing Wages, (2) Certificate of Prevailing Wages Paid.

PROPOSED AGREEMENT

(This document is a proposed form of agreement. It is subject to revision by agreement of both parties, following award of the bid, and prior to execution of the final contract.)

STEVEN J. UNDERWOOD MEMORIAL PARK PARKING LOT PAVING PROJECT

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between The City of Des Moines, Washington, hereinafter called the "Owner", and _____, 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 PARKING LOT PAVING 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:
 - Exhibit A: Bid Documents
 - Exhibit B: Contract Documents
 - Exhibit C: General Conditions
 - Exhibit D: General Special Provisions & Technical Specifications
 - Appendix A: Prevailing Wages
 - Appendix B: Contract Plans

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: Anthony Piascki, City Manager
By direction of the Des Moines City Council
At an open public meeting on _____, 2003.

ATTEST:

This _____ day of _____, 20____

City Clerk

APPROVED AS TO FORM:

Linda A. Marousek, City Attorney

Contractor

By:

Title:

Address:

(Corporate Seal)

ATTEST: (If Corporation):

Title: _____
WITNESS (If individual or partnership) _____

GENERAL CONDITIONS

G-1. CONTRACT DOCUMENTS

The intent of these documents is to include all labor, material, appliances, transportation, utilities, and services necessary for the proper execution of the work and the terms and conditions of payment therefore. The documents are to be considered as one, and whatever is called for by one shall be binding as if called for by all of them.

G-2. MATERIALS, APPLIANCES, EMPLOYEES

The Contractor shall provide and pay for all labor, materials, tools, transportation, utilities, bonds, permits, insurance, and all other things necessary to properly and safely complete the work, unless otherwise provided in the Technical Provisions. Unless otherwise specified, all materials shall be new, and both materials and workmanship shall be of good quality. The Contractor shall only utilize workmen and subcontractors who are experienced and skilled in their trade.

G-3. ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. He shall defend any and all suits or claims for infringement of any patent or copyrights and shall save the Owner harmless from loss on account thereof.

G-4. PROTECTION OF WORK AND PUBLIC

The Contractor shall be responsible for any damage or claims resulting from her/his act or negligence while performing the work under this Contract. Materials delivered and work performed as well as adjacent property and the general public shall be adequately protected.

G-5. INSPECTION AND DEFECTIVE WORK

The Contractor shall permit and facilitate inspection of the work by the Owner and his agents and public authorities at all times. Any work which does not conform with the requirements of the Contract shall be repaired or replaced to the satisfaction of the Engineers. Any defects due to faulty materials or workmanship which become apparent within one (1) year from the date of final acceptance by the Owner shall be repaired or replaced unless otherwise provided in the Special Conditions.

G-6. CHANGES IN THE WORK

During the period when this Contract is in force, the Owner may find it necessary or advisable to make additions to, deductions from, or other changes in the nature of the work. No change shall be made without the prior written approval of the Owner establishing the nature of the change and compensation therefore. All changes involving an increase in the contract amount or time of completion will require a written Change Order.

G-7. FAILURE TO PERFORM THE WORK

In the event the Contractor should fail or refuse to prosecute the work properly, or fail to perform any provision of the Contract, the Owner may, after ten (10) days written notice to the Contractor, without prejudice to any other remedy he may have, make good the deficiencies and may deduct the cost thereof from the payment due or which thereafter may become due the Contractor, or, at his option, may terminate the Contract and take possession of all materials, tools, facilities, and appliances which may be on the site of the work and finish the work by such means which, in his opinion, are the most expeditious, and at the expense of the Contractor, shall be liable to the Owner for any excess costs or other damages occasioned by the Owner thereby.

G-8. PAYMENTS TO THE CONTRACTOR/RETAINAGE

At the end of each month, or other period as set forth in the Special Provisions, the Engineer will approve an estimate of the value of work satisfactorily performed to that time. Payment will be made in the amount said estimate less the total of all previous payments and retainage, payable on or before the 15th of the following month or as near after the first of the following month as the legally established regular meeting times of the governing and disbursing agencies will permit. All payments shall be in accordance with the laws of the place where the work is being performed. Payments due may be withheld on account of defective work not remedied, liens filed, damage by the Contractor to others not adjusted, or failure to make payments properly to subcontractors, or for material or labor.

Consistent with RCW 60.28.011, the City of Des Moines shall reserve a contract retainage of 5% (five percent) of the moneys earned by the Contractor as a trust fund for the protection and payment of claims by any person arising under the Contract and/or State of Washington, with respect to taxes imposed pursuant to Title 82 RCW which may be due from such Contractor.

As provided in WAC 82-32-010, the Contractor shall be required to exercise its option in writing on whether or not monies reserved from the amounts due the Contractor shall be retained by the public body, deposited by the public body in an interest bearing account in a bank, mutual savings bank, or saving and loan association, or placed in escrow by the public body. This provision shall constitute official notice informing the Contractor of the options available and the method for exercising the option selected. Said option must be exercised prior to or at the time of submission of invoices for the first progress payment to be made under the contract. No progress payment shall be made until the Contractor has exercised its option in writing.

G-9. FINAL PAYMENT APPLICATION

Final payment to the Contractor will be made upon completing or receiving the following items:

1. Items specified for completion after substantial completion certification.
2. Ensure in writing that all claims have or will be settled.

3. Transmittal of required project construction records to the Owner.
4. Proof that taxes, wages, fees, and similar obligations were paid (certificates from Labor and Industries and the Department of Revenue.)
5. A signed Lien Release in a form acceptable to the Owner signed by all subcontractors and major suppliers.
6. Removal of all temporary facilities, markings, rubbish and similar elements.

G-10 THE ENGINEERS' STATUS

The Engineers shall have general supervision of the work. They have authority to stop the work, if necessary in their opinion, to ensure its proper execution. The Contractor shall comply with instructions given by the Engineers in accordance with the terms of the Contract, or by their authorized representatives acting within the scope of the duties assigned to them.

G-11. SURVEYS, PERMITS, AND REGULATIONS

The Engineers will furnish control points sufficient to properly control the construction of the work.

G-12. INSURANCE & INDEMNIFICATION REQUIREMENTS

Indemnification / Hold Harmless

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

Should a court of competent jurisdiction determine that this Agreement is subject to RCW4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Insurance

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

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insurance contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City, and the City's consulting design engineer, R.W. Beck, Inc., shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional insured endorsement CG 20 10 11 85 or a substitute endorsement providing equivalent coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washing.
4. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
3. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

C. Other Insurance Provisions

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

1. The Contractor's insurance coverage shall be primary insurance as respect the City. Any insurance, self insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, or forty-five (45) days prior written notice by regular U.S. Mail to the City Manager, has been given to the City.

D. Contractor's Insurance For Other Losses

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

E. Waiver of Subrogation

The Contractor and the City waive all rights against each other any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other periods to the extend covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

F. Acceptability of Insurers

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

G. Verification of Coverage

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this project.

H. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall finish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

G-13. COMPLIANCE WITH APPLICABLE LAWS

The Contractor agrees to fully comply with all applicable Federal, State and local laws, orders, rules, regulations and ordinances, including but not limited to workmen's compensation, pension and social security laws, safety standards and building codes, and the Contractor shall indemnify and save harmless the Owner from any claim, liability or expense by reason of the failure of the Contractor or any of his subcontractors to comply with such laws, orders, rules, regulations or ordinances.

G-14. PERMITS AND REGULATIONS

The Contractor shall obtain and pay for all permits and licenses, but not permanent easements required in connection with the work, and shall give all notices, pay all fees and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Engineer in writing and any necessary changes shall be adjusted. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Engineer, he shall bear all costs arising therefrom.

G-15. WAGE RATES

In conformity with the R.C.W. 39.12, no laborer, workman or mechanic employed in the performance of this Contract either by the Contractor or a subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by this Contract shall be paid less than the minimum hourly rate for his trade or occupation hereinafter set forth or, if none is set forth, the minimum hourly wage rates for his trade or occupation which prevail in the locality where the work is to be performed, and the Contractor agrees

that no such laborer, workman or mechanic shall be paid less than such rate. In case any dispute arises to what are the prevailing rates of wages for work of a similar nature and it cannot be adjusted by the parties involved, the matter shall be referred to the Director of Labor & Industries and his decision shall be final. These rates are subject to change to reflect increases and decreases in the rates which may prevail in the area from time to time during the performance of the Contract. No change in these rates or the rates actually paid by the Contractor shall constitute the basis for a change in the Contract Price.

G-16. RELATIONS WITH OTHER CONTRACTORS

The Contractor shall cooperate with all other contractors who may be performing work in behalf of the Owner on any work in the vicinity of the work to be done under this Contract, and he shall so conduct his operations as to interfere to the least possible extent with the work of such contractors. He shall promptly make good, at his own expense, any injury or damage that may be sustained by other contractors at his hands. Any difference or conflict which may arise between the Contractor and other contractors in regard to their work shall be adjusted and determined by the Engineer. If the work of the Contractor is delayed because of any acts or omissions of any other contractor or contractors, the Contractor shall have no claim against the Owner on that account other than for an extension of time.

When two or more contracts are being executed at one time in such manner that work on one contract may interfere with that on another, the Engineer shall decide which contractor shall cease work and which shall continue, or whether the work on both contracts shall progress at the same time, and in what manner.

When the territory of one contract is the necessary or convenient means of access for the transportation or movement of men, material, or appliances required for the execution of another contract; such privileges of access or any other reasonable privilege may be granted by the Engineer to the contractor so desiring, to the extent and amount, in the manner, and at the time, which may be reasonably necessary.

G-17. MEDIATION/ARBITRATION CLAUSE

If a dispute arises from or relates to the Agreement of the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under the American Arbitration Association's Commercial or Construction Rules before resorting to arbitration. The mediator may be selected by agreement of the parties or through the American Arbitration Association. Following mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be conducted under the American Arbitration Association's Commercial or Construction Arbitration Rules. The arbitrator may be selected by agreement of the parties or through the American Arbitration Association. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own council, experts, witnesses, and preparation and presentation of evidence.

G-18. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

All questions related to this Agreement shall be resolved under the laws of the State of Washington. In the event that either party deems it necessary to institute legal action arising from this Agreement, such action shall be instituted in the King County Superior Court. The parties each consent to the personal jurisdiction of such court. Except as otherwise provided by law, it is expressly understood that neither party can institute legal

action against the other based on this Agreement until the parties have exhausted the mediation and arbitration procedures required by the previous paragraph.

G-19. RECORD KEEPING

All records or papers of any sort relating to the City and the project will at all times be the property of the City and shall be surrendered to the City upon demand. The Contractor is entitled to retain a complete set of work project for historical and evidentiary purposes. All information concerning the City and said project, which is not otherwise a matter of public record by law to be made public, is confidential and the Contractor will not, in whole or in part, now at any time, disclose that information without the express written consent of the City.

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

AGENDA ITEM

SUBJECT:

Interlocal Agreement with King County Metro
for Pacific Highway So. Transit Improvements

ATTACHMENTS:

1. Interlocal Agreement

AGENDA OF: July 10, 2003

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: July 1, 2003

CLEARANCES:

☒ Finance

☒ Public Works

☒ Legal

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *CTC per TP*

Purpose and Recommendation:

The purpose of this item is to enter into an agreement with King County Metro to cover their participation in costs for the transit related improvements of the Pacific Highway South Redevelopment Project.

Suggested Motions

The following motion will appear on the Consent Calendar:

- 1) "I move to enter into the attached agreement with King County Metro for their participation in costs for the transit related improvements of the Pacific Highway South Redevelopment Project and further to authorize the City Manager to sign said agreement substantially in the form as submitted."

Background:

In April of 1999, King County Metro agreed to participate in the project development of transit related improvements along Pacific Highway South up to a total amount of \$500,000.00 through the city limits as part of the Pacific Highway South Redevelopment Project. The funds are a combination of funds from the Speed and Reliability and Bus Zone Safety and Access programs.

The purpose of these funds is to support the City in making transit related improvements along the Pacific Highway South corridor extending from South 216th Street to Kent-Des Moines Road. These funds will be combined with the other grants, loans, and contributions to fund the project, which is estimated at \$22.5 million total. The improvements are included in the completed design for the corridor and will include HOV lanes, ADA access and bus zone amenities at the transit stops. Also, the project will include traffic controller improvements and

bus identification equipment necessary to support transit signal priority at signalized intersections.

Discussion:

The construction work necessary for the City's share of these improvements has been included in the contract plans and specifications. The work includes items such as construction of shelter footings, installation of conduit and interconnect cable, bus zone striping, pedestrian street lighting, installation of traffic signal components, HOV lanes, curb, gutter, sidewalks, curb ramps and pedestrian crosswalks. The attached agreement provides for the implementation of this work.

These transit related improvements have been envisioned from this project's inception, and King County Metro, by their commitment of funds in this agreement, show that they are onboard with our vision for the improvement of this corridor.

Alternatives:

The City could elect to complete the Pacific Highway South Redevelopment Project without accepting funds from King County Metro.

Financial Impact:

Per this agreement, King County Metro will contribute \$500,000.00 toward the City's Pacific Highway South Redevelopment Project, \$350,000 of which can be directly applied to the construction contract. The remaining \$150,000 will be used by Metro to complete the transit priority improvements.

Recommendation/Conclusion:

Staff recommends that we enter into this agreement with King County Metro and accept the funds offered.

Concurrence:

Legal and Finance are in agreement that the City should enter into these agreements with King County Metro.

**Agreement between King County and the City of Des Moines for
Funding, Construction and Implementation of Transit Related Improvements as Part of the
Pacific Highway South Redevelopment Project**

THIS AGREEMENT is made and entered into this _____ day of _____ 2003, by and between the City of Des Moines, hereinafter called the "City," a municipal corporation of the State of Washington, and King County, acting through its Department of Transportation, hereinafter called the "County," both of which entities may be collectively referred to hereinafter as the "Parties".

WHEREAS, the City has undertaken the Pacific Highway South Redevelopment Project to construct right-of-way improvements from S 216th St. to Kent Des Moines Road; and

WHEREAS, Pacific Highway South is a major north/south arterial street that serves both local and regional traffic within the City by all modes, including public transit; and

WHEREAS, the City desires to improve traffic operations and pedestrian circulation, support transit and enhance the overall safety and aesthetics of Pacific Highway South; and

WHEREAS, the City supports the successful deployment of a transit signal priority system as an important tool that supports optimizing the person-carrying capacity of the arterial street system, and within the larger framework of the City's signal system; and

WHEREAS, the County wants to improve transit operations along Pacific Highway South and supports the City's efforts to upgrade this facility in a manner more compatible to transit and pedestrian modes; and

WHEREAS, the City, with the County's support, has secured federal funding support to redevelop Pacific Highway South, upgrade its traffic control system and implement transit related improvements; and

WHEREAS, the County has agreed to contribute a portion of the match required to secure the TIB grant and participate in funding those project elements that directly benefit transit operations;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is acknowledged, the parties hereto agree as follows:

Section 1. City Responsibilities

- 1.1 The City will be responsible for the design, construction/installation, testing and acceptance of all improvements - including those requested by the County - in plans prepared by the City identified as the "Pacific Highway South Redevelopment Project" (hereinafter, the "Project") dated April 2003 and made part of this Agreement. A copy of the plans is available for review at the City of Des Moines.
- 1.2 The City will be responsible for the administration of any contracts it enters into for the performance of its responsibilities under this Agreement. The City will provide the County with quarterly progress reports to identify work progress, schedule adherence, and other matters of significance in the performance of this Agreement. Prior to the issuance of a change order or acceptance of contractor's work, the City will notify the County and provide the County with the opportunity to comment on and inspect the following items included in the Project:

- a. Bus shelter footings
- b. Handholds and conduits for transit priority messenger cable
- c. Handholds and conduits for providing power to bus shelters
- d. Street lights to support transit signal priority (TSP) readers and antennas
- However, neither the County's comments on nor inspection of City-led improvements under this Agreement will relieve the City of its responsibility for said improvements.
- 1.3 The City will provide the wiring and power connections for TSP readers on poles provided by Puget Sound Energy at the locations noted on plans identified as "Pacific Hwy So UG Conversion - Street Light Design", dated April 3, 2003 and April 10, 2003 and made part of this Agreement. The City will be responsible for the ongoing power costs for the readers.
- 1.4 The City will install eight (8) shelter footings as identified in the Project.
- 1.5 The City will be responsible for arranging power service and for paying all ongoing electrical power costs related to internal bus shelter lighting improvements if the County installs internal bus shelter lighting.
- 1.6 The City will install Eagle traffic controllers with firmware that supports TSP operations.
- 1.7 Two pair of the traffic signal interconnect from the 12 pair communications cable shall be reserved for County use to provide communications between the transit signal priority equipment, to be installed by the County consistent with Section 2.0 .
- 1.8 The City will notify the County when power is available and messenger cable is installed to support the installation of the on-street TSP equipment. The on-street equipment includes the antenna, reader, check tag, and mounting arm for each intersection approach, and the interface unit and interface panel located in the traffic controller cabinet.
- Section 2. County Responsibilities**
- 2.1 The County will be responsible for removing the existing shelters and installing new or refurbished shelter units. The Parties agree to manage the phasing of the shelter-related construction so as to minimize the impacts to transit customers.
- 2.2 The County will install bus shelters and its discretion include interior bus shelter lighting at the eight (8) bus zones identified in the Project. The County will maintain the bus shelters.
- 2.3 The County will be responsible for scheduling the power activation for the readers with Puget Sound Energy.
- 2.4 The County will review and approve the selected controller firmware to ensure compatibility with the TSP system. TSP is planned along Pacific Highway South for northbound and southbound approaches at S 216th St., S 220th St., S 224th St., and Kent Des Moines Road.
- 2.5 The County will be responsible for the purchase and installation of the on-street TSP equipment. The County portion of the funding includes the cost of the on-street TSP equipment for four (4) intersections. The County will document the cost of the on-street TSP equipment in a form

consistent with local match requirements, and will provide this documentation to the City as these expenditures are made.

- 2.6 Upon notification by the City of completion of work identified in Section 1.2, the County will inspect the improvements. If the County finds that any work does not meet the terms of this Agreement, or any specifications or terms established hereunder, the County will prepare a punch list of such items and submit it to the City. Work that does not comply with the agreed upon specifications and terms will be corrected by the City at no cost to the County. Notice of acceptance will not constitute acceptance of any unauthorized or defective work or material. The County retains all rights hereunder and at law to require the City to remove, repair, replace, or dispose of any unauthorized or defective work or to recover damages for any such work or material.
- 2.7 The County will develop a draft TSP Operational Plan. The TSP Operational Plan will define the parameters for installing and implementing TSP at S 216th St, S 220th St, S 224th St, and Kent Des Moines Road. The TSP Operational Plan will include the following elements:
- a. Establish the design goal for the TSP System, including the desired improvement in transit performance;
 - b. Identify the schedule for installing TSP. The County with City input will identify the benefits and costs of providing TSP at the four signalized intersections. An initial demonstration intersection will be selected;
 - c. Establish the frequency and times of day that TSP will be granted;
 - d. Identify the transit routes/trips eligible for priority;
 - e. Identify the traffic controller signal timings to employ to provide TSP.

The Parties will approve in writing the TSP Operational Plan prior to the County proceeding with the installation of one TSP demonstration intersection.

- 2.7 Upon successful completion of testing and evaluation of the initial TSP demonstration intersection and approval by the City and the County to proceed, the County will install the TSP equipment at the remaining intersections as identified in the Operational Plan.

Section 3. Additional City Responsibilities in Implementing TSP

- 3.1 The City will assist the County in acquiring plan reviews, permits, and any approvals that may be required by the County to install the transit priority equipment in the City right-of-way. The City will waive any permit and review fees associated with these reviews and approvals.
- 3.2 The City will participate in the development of TSP operations, maintenance and evaluation plans. This will include review and approval of the evaluation methodology, evaluation results, and the issuance of the evaluation report.
- 3.3 The City will insure that the signals impacted by the TSP Operational Plan are optimized prior to activating TSP at these intersections.

Section 4. Financing

- 4.1 The construction budget for the Project is \$12 million. The County will contribute an amount not to exceed \$500,000 to support the construction and installation of transit related improvements as

identified in Attachment A, which, by this reference, is incorporated in and made a part of this agreement.

4.2 The City will invoice the County upon completion of the tasks identified in Attachment A, except for Task 3, Purchase of Transit Signal Priority Equipment, wherein the County will make payment directly to the equipment supplier and installer. The County will make payment to the City within thirty (30) days of receipt of an invoice for work determined to be performed in accordance with the terms of the Agreement. The County's payment to the City will not exceed the amounts specified for Task 1, Task 2, and Task 4 identified in Attachment A.

Section 5. Ownership and Maintenance

5.1 Unless otherwise agreed to by the Parties, the City will own and maintain all improvements constructed by the City as part of the Project.

5.2 The County will own and maintain all bus shelter and bus signage supplied by the County.

5.3 Upon installation and acceptance of the TSP system, it is the intent of the Parties for the City to own, operate, and maintain the on-street components of the TSP system. These devices reside in the City's rights-of-way, are mounted in City owned cabinets, and are connected to the City signal system. The County will own and operate the TSP equipment located on the County's bus fleet. The County will also own, operate and maintain the TSP central management system located at the County.

5.4 A more detailed Operations and Maintenance Agreement will be developed and executed by the parties within twelve months of the completion, testing, and acceptance of the initial TSP installation. The purpose of the Operations and Maintenance Agreement will be to establish and agree upon the day-to-day business practices that the parties will employ to operate and maintain transit signal priority. Items to be addressed include but are not limited to the following: a system of configuration management of hardware and software, the procedures to diagnose, repair, report and document any equipment failures; and guidelines for expected response times to address equipment/system failures.

5.5 The Operations and Maintenance Agreement will include language such that the City or the County may terminate for convenience the Operations and Maintenance Agreement in its entirety at any time.

5.6 In the event that the parties fail to execute an Operations and Maintenance Agreement, the City will collect and return all of the on-street components of the TSP installations to the County at a site designated by the County.

Section 6. Legal Relations

6.1 It is understood that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture, agent-principal relationship or partnership is formed as result of this Agreement. No employees or agents of one party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees or agents of the other party.

- 6.2 To the maximum extent permitted by law, each party shall defend, indemnify, and hold harmless the other party and all of its officials, employees, principals, and agents from all claims, demands, suits, actions and liability of any kind, including injuries to persons or damages to property, that arise out of, are connected with, or are due to any negligent acts or omissions of the indemnifying party and/or its contractors, officials, employees, agents and representatives in performing work under this Agreement; provided, however, that if (and only if) the provisions of RCW 4.24.115 apply and any such damages and injuries to persons or property are caused by or result from the concurrent negligence of both parties to this Agreement, or their contractors, officials, employees, agents and representatives, then in such instance each party's obligation hereunder applies only to the extent of the negligence of such party or its contractors, officials, employees, agents or representatives. Each party specifically assumes potential liability for actions brought by its own employees against the other party and for that purpose only each party specifically waives, as to the other party only, any immunity under the Worker's Compensation Act, RCW Title 51; and the parties recognize that this waiver was the subject of mutual negotiation and specifically entered into pursuant to the provision of RCW 4.24.115.
- 6.3 The City and the County shall comply and shall ensure that their contractors comply with all federal, state and local laws, regulations, and ordinances applicable to work and services to be performed under this Agreement.
- 6.4 If a dispute arises from or relates to this Contract or the breach thereof, the Project Managers shall meet and attempt to resolve the dispute. The Project Managers shall use their best efforts and exercise good faith to resolve disputes and issues arising out of or related to this Agreement. In the event the Project Managers are unable to resolve the dispute, the dispute shall be referred to the Transit General Manager for the County and the Public Works Director for the City for resolution. The Parties may at any time agree to submit the matter to a mutually agreed upon non-binding mediator and share equally in the cost.
- 6.5 In the event any party incurs attorney's fees, costs or other legal expenses to enforce provisions of this section against another party, all such fees, costs, and expenses shall be recoverable by the prevailing party.
- 6.6 This Agreement shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement. The Superior Court of King County, Washington shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.
- 6.7 The provisions of this Section shall survive any expiration or termination of this Agreement.

Section 7. Records and Audit

- 7.1 During the progress of the design and construction of all improvements covered by this Agreement and for a period not less than three (3) years from the date of completion of all improvements, records and accounts pertaining to the work of this Agreement and accounting therefore are to be kept available for inspection and audit by representatives of the parties. Copies of the records shall be furnished upon request and shall be maintained in accordance with a work order accounting procedure prescribed by the State Auditor's Office.

Section 8. Agreement Duration and Termination

8.1 This Agreement shall take effect upon execution by both parties and shall expire January 31, 2006, unless extended by mutual agreement of the Parties or unless terminated in accordance with the provisions of this Section 8.

8.2 Either party may terminate this Agreement in the event that the other party materially breaches this Agreement. Written notice of such termination must be given via certified mail by the party terminating this Agreement to the other party not less than fourteen (14) days prior to the effective date of termination.

8.3 Either party may terminate this Agreement for its convenience and without cause by providing written notice to the other party not less than thirty (30) days prior to the effective date of termination.

8.4 Failure by either party to require full and timely performance of any provision of the Agreement at any time shall not waive or reduce the right of either party to insist upon complete and timely performance of such provisions or any other provision thereafter.

Section 9. Identification of Contacts at City and County

9.1 The City and the County each agree to appoint a Project Manager to represent the interests of their respective agencies. The two Project Managers will work collaboratively to implement this Agreement.

9.2 All official communication concerning this Agreement should be directed to the following Project Managers:

Mayya Andrews Assistant City Engineer 21650 11 th Avenue South Des Moines, WA 98198-6317	David Transportation Planner III King County Dept of Transportation 201 S Jackson Street, MS KSC-TR-0411 Seattle, WA 98104
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Any changes in agency contacts from those noted above must be confirmed in writing to the other party.

Section 10. Entire Agreement

This document contains all terms, conditions and provisions agreed upon by the parties thereto, and shall not be modified except by written amendment. Such amendments may be made to this Agreement within the previously approved budget or other applicable authority for and on behalf of the City by its Mayor or designee, and for and on behalf of the County by its General Manager of the Transit Division or designee.

Section 11. Concurrent Originals

This Agreement may be signed in counterpart originals.

Section 12. Severability

If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives originally contemplated by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

The City of Des Moines

By

Anthony A. Piasecki
City Manager
By direction of the Des Moines City Council
in open public meeting on _____

Date

Approved as to Form

By

Linda A. Marousek
City Attorney

Date

King County

By

Rick C. Walsh, General Manager
King County Metro Transit Division

Date

Approved as to Form

By

Jessica Hardung
Deputy Prosecuting Attorney

Date

Pacific Highway South Redevelopment Project

City of Des Moines, Washington

Project Limits: S 216th St. to Kent Des Moines Road

The County contribution for this project is as follows:

TASK

BUDGET

Task 1: Bus Zone and Shelter Improvements

\$250,000

County contribution to support the construction of full depth asphalt pavement section, shelter footings, conduit runs and handholds for power to shelters, striping of bus zones, and installation of adjacent pedestrian street lighting.

Task 2: Transit Signal Priority Improvements

\$30,000

County contribution to support the supply and installation of conduit and messenger wire for request generator to request generator links and reader to request generator links, and phone drop to S 216th traffic controller. County contribution to support the purchase and installation of Type 2070 supply to readers. County contribution to support transit priority at four (4) intersections.

Task 3: Purchase of Transit Signal Priority Equipment

\$150,000

County cost for purchase and installation of transit priority equipment at four (4) intersections.

Task 4: General Street and Pedestrian Improvements

\$70,000

County contribution to support construction of street rechannelization, northbound and southbound HOV lanes, curb, gutter, sidewalks, curb ramps, and pedestrian crosswalk.

TOTAL COUNTY CONTRIBUTION

\$500,000

*rescheduled
to 7/17*

OLD BUSINESS
Item #1

AGENDA ITEM

SUBJECT: Draft Ordinance No. 03-177
2003 Budget Amendment - MCI Funds

ATTACHMENTS:

- Draft Ordinance No. 03-177
- MCI Fund No. 310 Revised 2003 Budget Worksheet

AGENDA OF: July 10, 2003

DEPT. OF ORIGIN: Finance

DATE SUBMITTED: July 1, 2003

CLEARANCES:

[X] Finance pl
[] _____
[] _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation:

The purpose of this Agenda Item is to provide the City Council an opportunity to decide whether or not to place the Draft Ordinance on future meeting agenda for action.

Suggested Motion:

"To place Draft Ordinance No. 03-177 on the agenda of the _____ meeting."

Background:

Rule 9 of the City Council Rules of Procedure allows the Presiding Officer the "option of deleting any item from the agenda until the next regular Council meeting when the full Council shall vote on whether to introduce the item on the agenda of a subsequent meeting". At the June 26, 2003 meeting, the Presiding Officer pulled Draft Ordinance No. 03-177 from the agenda.

Discussion:

There currently are Council meetings scheduled for July 17 and August 14, 2003 that would be available for this item to be discussed.

Alternatives:

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

Recommendation/Conclusion:

It is recommended that the City Council place the Draft Ordinance on an upcoming Agenda.

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: 2003 Budget Amendment – MCI Fund
No. 310 (Municipal Capital Improvements Fund)

FOR AGENDA OF: June 26, 2003

DEPT. OF ORIGIN: Finance

ATTACHMENTS:

DATE SUBMITTED: June 20, 2003

Draft Ordinance No. 03-177
MCI Fund No. 310 Revised 2003 Budget
Worksheet

CLEARANCES:

[X] Parks, Recreation and Senior Services

[X] Finance *pl*

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *CTL for IT*

Purpose and Recommendation

The purpose of this agenda item is to request Council's approval of Draft Ordinance No. 03-177 amending the 2003 budget by authorizing appropriations to complete the Steven J. Underwood Memorial Sports Park Phase 1 and Activity Center, and to authorize appropriations from Senior Services Donations and Special Events Revenues, and from available unreserved ending fund balance of \$49,418.

Suggested Motions:

1. "I move to suspend Council Rule 26(b) to consider Draft Ordinance No. 03-177 on first reading."
2. "I move to adopt Draft Ordinance No. 03-177 relating to municipal finance, amending the 2003 budget adopted in Ordinance No. 1314."

Background

The MCI Fund 2002 unreserved ending fund balance totals \$397,207 and is made up of the following.

Table 1: 2002 MCI Unreserved Ending Fund Balance

Carry Forward of Unreserved Fund Balance from 2001	\$134,901
Carry Forward of 2002 Balance from Interest Earnings	10,596
Carry Forward of 2002 Balance from REET	66,920
Carry Forward of 2002 Balance from General Fund Transfer	84,790
Sports Park Reservation of Fund Balance from 2001	100,000
Total	\$397,207

The following information outlines staff's recommendation for allocating some of the \$397,207 to two unfinished projects, the Sports Park and the Activity Center.

Sports Park

The Steven J. Underwood Memorial Sports Park Phase 1 project was not complete as of the end of 2002 and the appropriations to finish the project must be reauthorized for 2003. Requested appropriations for 2003 total \$211,988, and consist of \$191,362 from the 2002 unreserved ending fund balance and \$20,626 remaining from an IAC grant. The remaining budget balance from 2002 for the project totals \$180,614. Staff is requesting an additional \$31,374 to complete the project. The additional request is due to unanticipated contractor settlement costs for detention pond repairs and parking lot completion. IAC will not provide the \$20,626 in grant funds unless the parking lot work is completed.

Table 2: Anticipated 2003 Expenditures for 2002 Sports Park Improvements

2003 Expenditures	
Remaining work to be completed	\$180,614
Permit Fees	6,374
Settlement re: parking lot	25,000
Total Expenditures	\$211,988

Table 3: Recommended 2003 Allocation to 2002 Sports Park Improvements

Funding Source	
Unreserved 2002 Ending Fund Balance	\$191,362
IAC Grant	20,626
Total Allocation	\$211,988

If the Council concurs with this recommendation, \$205,845 of the 2002 unreserved fund balance remains (\$397,207 - \$191,362 = \$205,845)

Activity Center

The Activity Center project was not complete as of the end of 2002 and the appropriations to finish the project must be reauthorized for 2003. Requested appropriations for 2003 total \$284,367, and consist of \$81,930 from the 2002 unreserved ending fund balance, \$34,000 from the Legacy Foundation, and \$168,437 from Haunted House proceeds. The remaining balance from the originally authorized budget of \$327,818 totals \$272,612. Staff is requesting an additional \$11,755 to complete the project. The additional request is due to additional costs associated with the phone and data system installation, and floor installation.

The remaining unreserved fund balance of \$123,915 was reprogrammed through the 2003 Capital Improvement Plan budget combined with the 2003 REBT & \$2,593 of the 2003 interest earnings to fund Parks and Recreation projects and the Arterial Street Fund Transfer. The following 2003 funds are available for appropriation:

Table 4: Remaining Unreserved Fund Balance

Item	Amount
2003 Interest Earnings	12,407
Excess Balance from the 2003 Transfer from the General Fund	17,147
Excess Balance from the 2003 Transfer to Debt Service Fund 216	19,864
Total	\$49,418

Staff is requesting \$8,000 be appropriated to fund the purchase of a divider wall system for the Activity Center. The funds were raised through the Senior Services donations and special event revenues. The Des Moines Activity Center hosted a "Raise the Sail" divider wall donation campaign beginning in March 2003 and raised \$6,320 from private donations. And, the Way Off Broadway Revue sponsored by the Senior Center raised the additional \$1,680 funds in May 2003. It is recommended that the City Council approve the transfer from the General Fund of the Senior Services Donations in the amount of \$6,320 and Special Events revenues in the amount of \$1,680 to the Municipal Capital Improvements Fund for the purchase of the divider wall system for the Des Moines Activity Center.

Discussion

The projects requested to be funded under this agenda item have been identified by Council and staff as priorities. Staff is requesting the remaining unreserved fund balance of \$49,418 be appropriated for new projects. A new project listing under alternatives is provided to assist Council with options for spending the remaining unreserved fund balance of \$49,418.

The following recaps the total budget amendment requested in Draft Ordinance No. 03-177:

Table 5: Budget Amendment Recap

Project	Funding Source	Appropriations
SJU Memorial Sports Park PH 1	Fund Balance	\$191,362
	IAC Grant	<u>20,626</u>
	Subtotal	\$211,988
Activity Center	Haunted House	\$168,437
	Legacy Foundation	34,000
	Fund Balance	<u>81,930</u>
	Subtotal	\$284,367
Activity Center Divider Wall System	Interfund Transfer	\$8,000
New Projects	Fund Balance	49,418
Eden Upgrade 2003 Budget Reduction		(\$4,486)
1997 GO Bond Transfer Reduction		(\$19,864)
Total Appropriations		\$529,423
Ending Fund Balance		12,111
Total Budget Amendment		<u>\$541,534</u>

Alternatives

The City has many unmet needs and Council may decide to fund alternative projects with these available funds. The following new project listing is provided to assist Council with options for spending the remaining unreserved fund balance of \$49,418.

Table 6: New Projects

New Projects	Priority	Funding Request
Drainage Work: Activity Center Parking Lot & SJU Memorial Park	1	\$ 4,000
Activity Center Parking Lot Paving, ADA Walkways	2	48,493
Onsite Records Storage	3	44,229
Activity Center Rear Windows Safety Glass	4	2,000
Activity Center Fabric Entry Way Awning	5	4,500
Activity Center Security System	6	4,500

Recommendation

Staff recommends that Council approve Draft Ordinance No. 03-177. Staff recommends that Council approve funding for the drainage work and the Activity Center parking lot paving and ADA walkways. Staff is evaluating the cost elements for the Activity Center parking lot paving and ADA walkways and will provide Council with an affordable solution prior to the meeting.

Concurrence

The Parks, Recreation, and Senior Services Department and Finance Department concur with this action. The Finance and Economic Development Committee and the Municipal Facilities Committee have not reviewed this proposal.

DRAFT ORDINANCE NO. 03-177

CITY ATTORNEY'S FIRST DRAFT, 6-20-03

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to municipal finance, amending the 2003 budget adopted in Ordinance No. 1314 by amending Fund No. 310 (Municipal Capital Improvements Fund), and to authorize certain expenditures in the amounts specified in this ordinance.

WHEREAS, the City Council finds that current revenue and expenditure reports for the City differ from forecasts used to create the 2003 budget, enacted by Ordinance No. 1314, and further finds that such differences justify certain adjustments regarding obligations incurred and expenditures of proceeds for fiscal year 2003, all as described as follows:

(1) **Municipal Capital Improvements Fund: \$541,534.** This adjustment allows for the funding of the following projects: Activity Center Room Divider System - \$8,000; Steven J. Underwood Memorial Sports Park Phase 1 - \$211,988; Activity Center - \$284,367; and reduces the funding for the Eden Software Upgrade - \$4,486 and Transfer-out to Fund 216 - \$19,864; and provides for \$49,418 in additional funding for new projects and increases Fund No. 310 Ending Fund Balance - \$12,111.

WHEREAS, the City Council finds that the 2003 budget amendments to the City's budget are in the public interest; now therefore,

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

Sec. 1. Findings. Each and every of the findings expressed in the recitals to this ordinance are hereby adopted and incorporated by reference.

Sec. 2. Amendment to 2003 Budget. The 2003 budget for Fund 310 (Municipal Capital Improvements Fund) totaling \$1,449,270 originally approved under Ordinance No. 1314, enacted on December 19, 2002, is hereby amended to include additional appropriations of \$529,423 and increase in Ending Fund Balance of \$12,111 for an amended 2003 budget of 1,990,804.

Sec. 3. Ratification and Confirmation. All acts taken by City officers and staff prior to the enactment of this ordinance that are consistent with and in furtherance of the

purpose or intent of this ordinance are hereby ratified and confirmed by the City Council.

Sec. 4. Severability - Construction.

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

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

Sec 5. Effective date. This ordinance shall take effect and be in full force five (5) days after 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.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published: _____, 2003
DRAFTORD/03-177

City of Des Moines
MCI Fund 310
Revised 2003 Budget

	Funding Source	2003 Budget	2003 Revised Bgt	
Beginning Fund Balance		\$188,204	\$664,112	
Reserved Fund Balance:				
Park in Lieu		(\$320)	\$42,188	
Haunted House		49,439	192,248	Reconciliation of Beginning Unreserved Fund Balance: \$ 397,207
Sports Park		0	0	Carryfwd of Unreserved Fund Balance from 2001 (134,901)
King City Open Space		32,469	32,469	Carryfwd of Unused Interest Earnings (10,596)
		<u>81,588</u>	<u>266,905</u>	Carryfwd of Unused Excess Reet from 2002 (66,920)
				Carryfwd of Unused General Fund Transfer from 2002 (84,790)
Unreserved Fund Balance		\$106,616	\$397,207	Sports Park Reservation of Fund Bal in 2001 (100,000)
				<u>\$ -</u>
Revenues:				
Interest Earnings		\$15,000	\$15,000	
REET		600,000	600,000	
Haunted House - 2003 (Estimate from Patrice)		25,000	14,000	
Haunted House - 2002 (Estimate from Patrice)		0	14,000	
Legacy Foundation (Billed June 2003)		0	34,000	
Park In Lieu Fees		70,000	70,000	
CDBG - Fieldhouse		115,585	115,585	
CDBG - Sr Land Acq		72,138	72,138	
Carryfwd fm 2002 - IAC SJU Memorial Park Balance		0	20,626	
Tsf in fm General Fund		283,343	283,343	
Tsf in fm General Fund - Senior Services Special Events & Donations		0	8,000	
Tsf in fm Facilities Repair Fd		80,000	80,000	
Total Revenues		<u>\$1,261,066</u>	<u>\$1,326,692</u>	
				Project Funding:
				REET \$666,920
				MCI 332,880
				CDBG 185,025
				IAC Grant 20,626
				Park in Lieu 60,000
				Legacy Foundation 34,000
				Haunted House 168,437
				Tsf in fm Gen Fund 254,332
				Tsf in fm Fac Repair Fund 80,000
				<u>\$1,802,220</u>
Expenditures:				
DM Beach Park Repairs	REET	\$14,500	\$14,500	
Field House Renovation	REET	44,505	44,505	
Field House Renovation	CDBG	115,585	115,585	
SJU Memorial Park Ph 1 - Community Ctr	MCI	0	71,108	\$211,988
SJU Memorial Park Ph 1 - Community Ctr	MCI	0	65,880	
SJU Memorial Park Ph 1 - Community Ctr	MCI	0	1,500	
SJU Memorial Park Ph 1	MCI	0	52,874	
SJU Memorial Park Ph 1	IAC Grant	0	20,626	\$284,367
SJU Memorial Park Ph 1-1B	REET	173,300	173,300	
SJU Memorial Park Ph 1-1B	PK in Lieu	60,000	60,000	
Activity Center	Legacy	0	34,000	
Activity Center	MCI	0	81,930	
Activity Center	Haunted Hs	0	168,437	
Activity Center - Room Divider System	Sr Donations	0	8,000	
Park n Rec Master Plan	REET	20,000	20,000	
Eden Upgrade	Gen Fd	137,339	137,339	
Eden Upgrade - Adj Bgt for add'l 2002 Expenditures	Gen Fd	0	(4,486)	
City Hall North Wing Remodel	Fac Repair	80,000	80,000	
1998 GO Bond Debt	REET	99,203	99,203	
1998 GO Bond Debt	CDBG	69,440	69,440	
1997 GO Bond Debt	Gen Fd	133,343	133,343	
1997 GO Bond Debt (Tsf-out to Fund 216 Reduced by Fund 317 Tsf to Fund 216 in 2002)		0	(19,864)	
Transfer to Arterial Street	MCI	0	59,588	
Transfer to Arterial Street	REET	375,000	315,412	
Total Expenditures		<u>\$1,322,215</u>	<u>\$1,802,220</u>	
Ending Fund Balance		\$127,055	\$188,584	
Fund Balance Reserves:				
Park in Lieu		\$10,000	\$52,188	
Haunted House		76,672	51,811	
CDBG Sr Land Acquisition		7,138	2,698	
Sports Park		0	0	
King County Open Space		32,469	32,469	
Total Fund Balance Reserves		<u>\$126,279</u>	<u>\$139,166</u>	
Unreserved Fund Balance		<u>\$776</u>	<u>\$49,418</u>	
				\$1,990,804

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Agreement with Wood/Harbinger, Inc. for providing engineering and design services for the Marina's Upgrades to the Power Distribution System Project – Phase 1.

ATTACHMENTS:

1. Draft Agreement;
2. Minutes for Municipal Facilities Committee Meeting on June 4, 2003; and
3. Cost Estimate for Upgrades to the Electric Power Distribution System Project..

FOR AGENDA OF: July 10, 2003
DEPT. OF ORIGIN: Marina

DATE SUBMITTED: June 19, 2003

CLEARANCES:

☒ Marina

☒ Legal

APPROVED BY CITY MANAGER

FOR SUBMITTAL: CTL PM TP

A. Purpose & Recommendation

The purpose of this agenda item is to ask for the Council's approval for an agreement between the City and Wood/Harbinger, Inc., Consulting Engineers for providing engineering and design services for the Marina's Upgrades to the Electric Power Distribution System Project – Phase 1.

Motion: "I move that the City Council approve the agreement with Wood/Harbinger, Inc., providing design and engineering services for the upgrades to the Electric Power Distribution Project, in the amount of \$81,995, plus a 5% contingency; and authorize the City Manager to sign the agreement in substantially the form as approved by the City Attorney."

B. Background

The majority of the existing system of power lines, transformers, and switchgear was installed when the Marina was built in 1969-70. The system was designed for smaller boats with a minimum amount of appliances that require electricity. The maximum design capacity for the majority of the slips was 15 amps. Over the years, many of the services were modified to provide 30 amps, but the transformers and the primary distribution wires were not resized to accommodate the additional loads.

Elements of the "Upgrades to the Electric Power Distribution System Project" were approved by Council as part of the Marina Comprehensive Master Plan in June of 2001. This project was reviewed, updated and presented to Council again as part of the Marina's CIP in December of 2002. At that time Council approved this project as submitted. The goal of this project is to replace the medium voltage power distribution system and rewire all of the docks in the Marina.

design capacity of the new equipment and wires will be sufficient to meet the present and projected future needs of the Marina's customers.

C. Discussion

In January of 2003, the Council approved an agreement between the City and Wood/Harbinger, Inc. to do a complete assessment of the Marina's electrical system and develop options and cost estimates for upgrading the power distribution equipment. Wood/Harbinger, Inc. completed the study phase of the project in May and delivered the final documents to the Marina staff. The administration and members of the Municipal Facilities Committee were briefed on the results and recommendations of the study phase at a meeting held on June 4, 2003. The minutes of that meeting are attached.

Volume One of the Marina Electrical Upgrade Study contains the results of the inspections and recommendations for the upgrades. Volume Two of the Study contains the cost estimates for the recommended improvements.

Wood/Harbinger's Recommendations

At this time the power comes into the Marina on the north end and feeds the transformers located behind the bulkhead. Wood/Harbinger's recommendation is to bring the power into the center of the Marina and distribute it in three "loops". A central loop would feed the office, the boat yard and restaurant and the four largest docks. The north loop would feed the new guest moorage area and the new retail building and the south loop would feed the rest of the docks and the south parking lot area. One of the most important aspects of the system that Wood/Harbinger is recommending is that the new system can be phased in over the next ten years while keeping the remaining elements of the old system operational. This approach would allow the Marina to replace the distribution system in phases that would correspond to the other projects and keep the remaining sections of the old system in place and operating until they are replaced.

The next step is to negotiate an agreement with Wood/Harbinger to design the "central loop" and develop the plans and documents for the construction phase. The central loop is the largest loop and includes the most equipment. Preliminary plans call for bringing the power from PSE's grid to the Marina floor near the center of the Marina by "boring" under the stairway next to the Waterford Condominium. This is a convenient location for PSE also because the 12.47 kV grid is available there and can be brought across the street underground with a minimum impact on the street. The main switchgear for the entire system can be located on the Marina floor in the triangular shaped area adjacent to the bottom of the stairway. The Master Plan shows this area as a small pedestrian plaza. The switchgear can be housed in an above-ground cabinet or installed partially or entirely underground. The switchgear will be located and housed in such a way as to maintain the planned use of the area as a small plaza.

From the main switchgear, the medium voltage cables will be routed north in underground duct banks along the base of the bluff to a manhole close to the location of the proposed dry stack storage facility. If needed a transformer can be set in that location to supply the proposed facility. From that manhole, the cables will be routed to the west, where another manhole/pad mount transformer will be located. This transformer will supply the office, N and M docks, the dry sheds and any future development in that area. Another medium voltage leg will be routed to the south of the main switch gear in the road in front of the condo units to a manhole, and from that point it will be routed to the west to another manhole/pad mount transformer located in the parking lot in front of J Dock, about fifty feet behind the bulkhead. This transformer will supply

J, K, and L docks, plus the boatyard and restaurant. When the bulkhead is replaced in the area between the Marina Office and J Dock, the Marina will have the option of “completing the loop” and connecting the two legs with a third medium voltage run. This will add redundancy to the system and decrease the area of the Marina that will be without power if a failure occurs in one of the power legs or at a transformer location. Once the central loop is completed, K, L, M and N Docks can be rewired. These are the docks where the power distribution system is overloaded. Current plans call for rewiring N dock immediately, and then completing one per year over the next three years.

Wood/Harbinger has given the staff an estimate of approximately \$82,000 to develop the design and construction documents. At this point, the estimated construction cost for the “Central Loop” is \$620,000. The budget for electrical projects in the first phase of the Marina Master Plan is \$750,000. At the time this project was put together for the 2003 CIP the staff anticipated that the entire upland system could be replaced for \$750,000. The central loop is the largest of the three phases, with all of the main switchgear and most of the transformers, but the north loop and the south loop will still have to be budgeted for and constructed sometime in the future. The north loop will need to be built in 2005 or 2006 as part of the Expanded Guest Moorage and Bulkhead replacement project. The south loop will not be needed until the floating docks are reconfigured, which is still six or seven years in the future.

D. Alternatives

Alternative 1. Approve the agreement with Wood/Harbinger, Inc. to provide engineering and design services for the first phase of the project.

Alternative 2. Do not pass or take no action on this item and provide further direction to staff.

E. Financial Impact

The total estimated project costs are summarized in the attachment titled “Electrical Distribution System Upgrade Project”. The budget for upgrades to the electric power distribution system in the first phase of the Marina Comprehensive Master Plan is \$750,000. This phase of the project, and the study phase, (which has been completed), are estimated to cost \$740,000. If these numbers hold up, there will not be enough money left for the rest of the upland system. As mentioned above, the north and south loop will not be needed in the immediate future, but they will need to be budgeted for as the Marina Master Plan progresses.

F. Recommendation

The staff recommends that the Council approve the agreement with Wood/Harbinger for design and engineering services for the first phase of the Electric Power Distribution System Project in the amount of \$81,995, with a 5% contingency, for a total of \$86,095.

G. Concurrence

The Municipal Facilities Committee concurs with staff’s recommendation (see Attachment 2).

**CONTRACT FOR DESIGN AND ENGINEERING SERVICES
BETWEEN THE CITY OF DES MOINES AND WOOD/HARBINGER, INC.
CONSULTING ENGINEERS**

THIS CONTRACT is made and entered into this ____ day of July, 2003, by and between the **CITY OF DES MOINES**, Washington, hereinafter called the "**City**," and **WOOD/HARBINGER, ENGINEERS, INC. CONSULTING ENGINEERS**, hereinafter called the "**Consultant**."

WHEREAS, the City has requested assistance in providing design and engineering services for the **THE UPGRADES TO THE POWER DISTRIBUTION SYSTEM – FIRST PHASE**, hereinafter called the "Project", including but not limited to charges for, payments received by, and work products prepared by Wood/Harbinger, Inc. Consulting Engineers, the firm that contracted with the City to serve as "Consultant" on the Project, and

WHEREAS, Consultant has agreed to provide design and engineering services and is qualified to provide and perform the services described in this Agreement; and

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, to be kept, performed, and fulfilled by the parties, and other good and valuable consideration, it is mutually agreed as follows:

1. ***Scope of Service.*** The Consultant shall provide the services identified in the Engineering & Design – Electrical Upgrades Phase 1 Fee Proposal, dated May 30, 2003 and attached to this agreement as Exhibit No. 1. All work is to be done in accordance with City of Des Moines, County and State laws, which are by this reference incorporated herein and made part hereof, and Consultant shall perform any additions, as negotiated, to the work provided under this Contract and every part thereof.

2. ***Consultant's Obligations.*** That all labor, materials, tools, software, equipment, utilities, services, and all other things necessary or required in the satisfactory performance of the work shall be furnished by the Consultant and the Contract performed and completed under the supervision of and subject to the approval of the City or its authorized representatives.

3. ***Ownership and Use of Records and Documents.*** Consultant shall provide the City with IBM compatible, compact disc copies of all original text documents and reports using Microsoft Word, drawings and design documents using AutoCAD and cost estimates using Microsoft Excel developed under this Agreement, which shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, Consultant shall bear no responsibility for its disclosure, inadvertent, or otherwise.

All data, documents, and files created by Consultant under this Agreement may be stored at the Consultant's office in Bellevue, Washington. Consultant shall make such data, documents, and files available for review by the City upon its request at all reasonable times for the purpose of editing, modifying, and updating as necessary until such time as the City is capable of storing such information in the City's offices. Duplicate copies of this information shall be provided to the City upon its request, and at reasonable cost. Only those documents required under signature and seal of the engineer of record will be available for bid and construction.

Any use or reuse of the documents, data, and files created by Consultant for the City on this project by anyone other than Consultant on any other project shall be without liability or legal exposure to Consultant.

4. Compensation. In consideration for the complete and faithful performance of the Contract, the Consultant shall be paid as follows: Excepting reimbursables, additional services pre-approved by the owner, and/or changes and modifications necessitated or agreed upon as provided in the Contract, the City Council has authorized payment to Consultant of no more than \$81,995. Monthly progress payments shall be made for the percentage of work completed in each of the activities listed in the A-E Fee Proposal, dated May 30, 2003 and attached to this Agreement as Exhibit No. 2. The Consultant shall submit invoices in a timely manner, in a form as directed by the City's authorized representative(s). Invoices, less a 5% retainage, shall be paid within thirty (30) days of receipt. The 5% retainage shall be payable at the end of the project when the final design and construction documents have been delivered to the City. Invoices left unpaid beyond 30 days of receipt of invoice shall be subject to a monthly interest rate of 1 %. Reimbursables, standard hourly rates, and additional services shall be as outlined in the A-E Fee Proposal.

5. Term. The term of this Contract shall be ninety, (90), days from the date of execution. This Contract may be extended upon written agreement of both parties. Within 10 days of execution of this contract the City and Consultant will jointly establish and abide by a schedule, under which the work and services described in this Contract will be performed and completed. It is the responsibility of both City and Consultant to maintain the schedule, unless changes are agreed upon by both parties. This Contract may be terminated by the City on thirty (30) days notice for the Consultant's failure to perform services outlined in the schedule.

6. Performance Standards. Consultant'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.

7. Record Keeping. All records or papers of any sort relating to the City and the project will at all times be the property of the City and shall be surrendered to the City upon demand. All information concerning the City and said project, which is not otherwise a matter of public record or required by law to be made public, is confidential, and the Consultant will not, in whole or in part, now or at any time, disclose that information without the express written consent of the City Attorney.

8. Assignment. This Contract may not be assigned or otherwise transferred by either party hereto.

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

10. Independent Consultant. The services provided by the Consultant under this Contract are provided as an independent Consultant. Nothing in this Contract shall be considered to create the relationship of employer and employee between the parties. Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Contract. 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 Consultant.

11. Indemnification / Hold Harmless. Consultant shall indemnify and hold the City, officials, employees and volunteers harmless from any and all damages, including attorney fees, caused by the negligent acts, errors or omissions of the Consultant in performance of the professional services of this Agreement. The City shall hold the Consultant harmless from any and all damages caused by the negligence of the City.

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

a) Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on the Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors personal injury and advertising injury. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage required by the Industrial Insurance laws of the state of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

b) Minimum Amount of Insurance

Consultant shall maintain the following insurance limits:

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

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

3. Professional Liability insurance shall be written with limits no less than \$100,000 per claim and \$1,000,000 policy aggregate limit.

c) Other Insurance Provisions

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

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

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

d) Acceptability of Insurers

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

e) Verification of Coverage

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

13. Dispute Resolution Procedures.

a) *Mediation/Arbitration Clause.* If a dispute arises from or relates to this

Contract 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 Contract 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.

b) ***Venue, Applicable Law and Personal Jurisdiction.*** All questions related to this Contract shall be resolved under the laws of the State of Washington. In the event that either party deems it necessary to institute legal action arising from this Contract, 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 Contract until the parties have exhausted the mediation and arbitration procedures required by the previous paragraph.

14. Severability. If any term, provision, covenant, or condition of this Contract is held by a court of competitive 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. Waiver. The waiver by either party of any breach of any term, condition, or provision of the Contract 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 Contract.

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

17. Time of Essence. Time is of the essence for each and all of the terms, covenants, and conditions of this Contract.

18. Concurrent Originals. This Contract may be signed in counterpart originals.

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

IN WITNESS THEREOF, four (4) identical counterparts of this Contract, 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

WOOD/HARBINGER, INC.

By _____

Its _____

By Direction of the Des Moines City
Council in Open Public Meeting
On July 10, 2003

21630 11th Avenue So., Suite A
Des Moines, WA 98198

Dated _____

APPROVED AS TO FORM:

City Attorney

VS/CONTRACT/WOODHARBINGER-MARINA CONSULT/03-021

MINUTES

For The Municipal Facilities Committee Meeting June 4, 2003

Chairperson Maggie Steenrod called the Municipal Facilities Committee meeting to order at 3:00 pm. The purpose of the meeting was to get an update from the staff about the capital improvement projects planned for the Marina. The meeting was held in the South Wing Conference Room at City Hall. There were no minutes from previous meetings read and/or approved.

Attendance

Maggie Steenrod, Chairperson
Susan White, Committee Member
Bob Sheckler, Committee Member
Tony Piasecki, City Manager
Corbitt loch, Assistant City Manager
Joe Dusenbury, Harbormaster

Discussion Topics

Electrical Distribution System Project.

Harbormaster Joe Dusenbury updated the Committee on the progress of the power system upgrade project. Mr. Dusenbury told the Committee that Wood/Harbinger, Inc. had completed the study phase of the project and delivered the documents to the Marina staff. The purpose of the study phase was to assess the condition of the current system and determine the best approach to replacing the power distribution equipment in the Marina. At this time the power comes into the Marina on the north end and feeds the transformers located behind the bulkhead. Wood/Harbinger's recommendation is to bring the power into the center of the Marina and distribute it in three "loops". A central loop would feed the office, the boat yard and restaurant and the four largest docks. The north loop would feed the new guest moorage area and the new retail building and the south loop would feed the rest of the docks and the south parking lot area. This approach would allow the Marina to replace the distribution system in phases that would correspond to the other projects and keep the remaining sections of the old system in place and operating until they are replaced. The Harbormaster reported that the next step is to negotiate an agreement with Wood/Harbinger to design the "central loop" and develop the plans and documents for the construction phase. Wood/Harbinger has given the staff an estimate of \$82,000 to develop the design and construction documents. The actual construction costs are estimated to be \$650,000. The budget for electrical projects in the first phase of the Marina Master Plan is \$750,000. The staff anticipated that the entire upland system could be replaced for \$750,000. The central loop is the largest of the three phases, with all of the main switch-gear and most of the transformers, but the staff will still have to budget

for more work on the distribution system in the second and third phases of the Marina Master Plan.

Dry Stack Boat Storage Project

The Harbormaster told the Committee that the staff had selected a consultant to do the site design and architectural specifications for the dry stack boat storage unit. The company is Moffatt & Nichols Engineers, Inc. Moffatt & Nichols has extensive marina experience, including dry stack projects. The Marina staff recommends Moffatt & Nichol because they have developed a computer simulation model to determine the feasibility of dry stack storage projects. In the staff's opinion, this model will allow the consultant and the staff to identify any bottlenecks in the service delivery that may impact the overall feasibility of the stack unit.

To set up the model, the consultant will need to determine the final footprint of the stack unit and where the wash down area and work areas will be. To accomplish that, the consultant will need to address pedestrian access in that area. The staff asked the Committee for direction on which alternatives to analyze. The Committee asked the staff to develop options for pedestrian access on the north end of the site and the south end of the site. The switch back ramp behind the building was dropped from consideration because of logistical problems.

Redondo Boat Ramp Improvement Project

Assistant City Manager Corbitt Loch reported on the progress of the Redondo Boat Ramp Improvement project. He told the Committee that the bids came in a little over budget and that the staff is negotiating with the low bidder on the project on several items. At this time, the gate system has been deleted from the contract, and the staff is looking at the possibility of having the Marina crew do some of the electrical work, and the Redondo Community Club has offered to build the arbors. Mr. Loch told the Committee that he expects the negotiations to be complete this week and that the contract should be in front of Council for final approval on June 12th.

Action Items

- The staff will continue to negotiate a contract with Wood/Harbinger for the design of the first phase of the Marina Power Distribution Project. The Committee asked the staff to have the contract ready for Council action at the June 26th meeting.
- The staff will finalize the contract with Moffatt & Nichols for the Dry Stack Project, with the goal of getting it to Council on June 26th also.
- The Assistant City Manager will prepare the Council packet for the Redondo Project and have it ready for the June 12th meeting.

Respectfully submitted by:

Joe Dusenbury, Harbormaster

Upgrades to the Electric Power Distribution System Project - Phase 1			
Description	Material Cost	Labor Cost	Total
Upland			
Utility Service Modification	\$5,000.00	\$10,000.00	\$15,000.00
Underground Ducts & Manholes	\$57,348.00	\$54,389.00	\$111,737.00
15kV Switchgear	\$123,000.00	\$5,000.00	\$128,000.00
Padmount Transformers	\$24,500.00	\$5,000.00	\$29,500.00
Distribution Switchboards	\$22,600.00	\$1,000.00	\$23,600.00
Medium Voltage Cable	\$102,024.00	\$48,128.00	\$150,152.00
Wire & Cable - 600 Volt or less	\$2,775.00	\$1,467.00	\$4,242.00
Raceways and Boxes	\$3,662.00	\$1,857.00	\$5,519.00
Grounding	\$2,665.00	\$2,960.00	\$5,625.00
			\$473,375.00
N Dock			
Switchboards & panels	\$11,324.00	\$4,476.00	\$15,800.00
Transformers	\$21,270.00	\$3,000.00	\$24,270.00
			\$40,070.00
N Dock Structural			
Structural	\$2,651.00	\$2,982.00	\$5,633.00
			\$5,633.00
N Dock Fire Suppression			
Fire Suppression	\$2,679.00	\$8,435.00	\$11,114.00
Project Subtotal			\$530,192.00
Construction contingency - 5%			\$26,510.00
Sales tax - 8.8%			\$46,657.00
Permits - Electrical, Shoreline, SEPA			\$14,750.00
Wood/Harbinger - D&E and Cons't Mgmt			\$81,995.00
Project Total			\$700,104.00

AGENDA ITEM

SUBJECT: Surplus Property

AGENDA OF: July 10, 2003

DEPT. OF ORIGIN: Administration

ATTACHMENTS:

1. List of surplus property

DATE SUBMITTED: July 1, 2003

CLEARANCES:

[] Legal: _____
[] _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: AT

Purpose and Recommendation:

The purpose of this agenda item is to surplus miscellaneous equipment and materials no longer needed by the City.

Suggested Motion:

The following motion will appear on the Consent Calendar:

“Motion is to approve the surplusing of the items on the list of surplus property dated July 1, 2003 and provided with this agenda item as Attachment 1. The City Manager is authorized to dispose of the surplus property by public auction, as solid waste, or by donation to a public agency or charitable organization.”

Background:

The City periodically surpluses used equipment and materials. Examples include old computers, office partitions, chairs, tape recorders, etc. Council authorization is needed to dispose of surplus City property. This practice helps ensure that resources acquired with public funds are not transferred to others inappropriately.

Some items have value and can be sold at public auction. Other surplused goods have little or no value and the City Manager disposes of the items as garbage, through recycling, or by donating the items to public or charitable agencies. Equipment such as computer monitors that contain hazardous materials must be disposed of as specified by environmental regulations.

Discussion:

The items to be surplused are provided as Attachment 1. This property is currently occupying building space that can be better used for other purposes. Most of the items to be surplused at this time have little or no value. The potential return on the sale of the goods may not equal the cost of auction services.

Alternatives:

1. Authorize the surplusing of City property as recommended by Administration.
2. Authorize the surplusing of City property as specified by the City Council.

Financial Impact:

A small amount of revenue may be generated by this action. All proceeds will be allocated to the General Fund.

Recommendation/Conclusion:

Administration recommends Council surplus the equipment as proposed.

Concurrence:

N/A

**City of Des Moines
List of Surplus Property
July 1, 2003**

Information Services

<u>Qty</u>	<u>Description</u>
5	17in monitors, various manufacturers
4	15in monitors, various manufacturers
5	Generic model Pentium 233mhz, no RAM, no hard drive
2	Epson Stylus 600 inkjet printers
1	HP DeskJet 697 inkjet printer
1	Canon Model 1020 desktop copier

Senior Center

<u>Qty</u>	<u>Description</u>
1	Photocopier (donated to Senior Center)
1	Fax machine (donated to Senior Center)
3	Two-drawer, legal-size file cabinets (two black, one tan)
1	Four-drawer legal size file cabinet (beige)
2	Task chairs with casters (donated by PSE)
1	Executive size desk (donated by HHC)
3	Secretarial size desks (donated by PSE)
3	Fabric armchairs
1	Wood two-shelf bookshelf (donated to Senior Center)
1	3' x 5' table
1	Computer table and keyboard (donated to Senior Center)

Marina

<u>Qty</u>	<u>Description</u>
1	Elevator lift

Public Works

<u>Qty</u>	<u>Description</u>
1	Portable hydraulic pump serial #4558

AGENDA ITEM

SUBJECT: 2003 Arterial Maintenance Program

AGENDA OF: July 10, 2003

DEPT. OF ORIGIN: Public Works

ATTACHMENTS:

1. Bid Tabulation
2. Map of Project
3. Supplement Agreement for Construction Management Services
4. Approved Capital Improvement Plan for Arterial Maintenance Program

DATE SUBMITTED: July 2, 2003

CLEARANCES:

[X] Finance

[X] Public Works

[X] Legal

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *CR for TP*

Purpose and Recommendation:

The purpose of this report is to seek City Council approval for the 2003 Arterial Maintenance Program construction contract and inspection contract.

Suggested Motion:

The following motions will appear on the Consent Calendar:

MOTION #1 "I move to award the construction contract for the 2003 Arterial Maintenance Program to Central Oregon Pavers, Inc. in the amount of \$299,587.07 and further to authorize the City Manager to sign said contract substantially in the form as submitted, plus authorize the City Manager or his designee to approve change orders up to an amount of 10% of the contract amount."

MOTION #2 "I move to supplement the current contract for professional engineering services for the 2003 Arterial Maintenance Program with KPG to include construction management services in the amount of \$36,038.00 bringing the total to \$72,910.12, plus a \$3,600 contingency, and further to authorize the City Manager to sign said supplement substantially in the form as attached."

Background:

BACKGROUND STATEMENT FOR MOTION #1

The City's Comprehensive Transportation Plan has identified the Arterial Maintenance Program as a high priority. This year we will be performing chip seals throughout the City, a process which has not been used by Des Moines in the recent past. Chip seals provide similar results as overlays in extending pavement life at a much lower cost. However, chip seals are only effective on streets that are in relatively good condition. With this program in place, the need for street reconstruction is minimized and the City will be able to cover a lot

more roads with chip seals as opposed to overlays. In future years, staff plans to do a combination of chip seals, overlays and reconstruction in an effort to improve the overall condition of the City's streets in the most cost effective manner possible.

Chips seals are often not popular with the public because of the tendency for loose rock and oil to spread to vehicles or off of the roadway. For this reason, staff has selected a relatively new product (in use since 1993) which is getting rave reviews by other users. The main differences between the selected product and traditional chip seals are the type of oil used, and the fact that the rocks are "pre-coated" before placement on the roadway. The product's biggest benefit is that the oil is very "sticky" and the rocks stay in place far better than other chip seal products.

BACKGROUND STATEMENT FOR MOTION #2

The personnel at KPG have excellent experience working with some of the nearby cities on roadway, sidewalk, and drainage projects. They have designed and inspected the City of Tukwila's small drainage and overlay programs, and provided construction management services to the City of Bellevue for their storm and surface water utility for three years. They have also worked on roadway improvement projects for the cities of Bellevue, Maple Valley, and Issaquah. They have successfully worked on a few Des Moines projects as well. Their experience and recommendations from their references demonstrate that they are more than qualified for this work.

Discussion:

We received bids from two contractors; One bid was under the Engineer's estimate, and one bid was over the Engineer's estimate. Central Oregon Pavers, Inc. is the low bidder at \$1,747.93 under the Engineer's estimate. The bid tabulation is included as Attachment #1, and the 2003 project location map is Attachment 2. Central Oregon Pavers has experience with installing this specific asphalt product on projects in Oregon, including projects in an urban environment (the Salem area). A representative from Central Oregon Pavers expressed that they have been very pleased with this particular product and how well it stays in place. A representative from the oil supplier has worked with Central Oregon Pavers and has given them a very favorable reference for their experience and abilities in using the product.

DISCUSSION FOR MOTION #2

KPG has prepared the contract plans and specifications for this year's project, and has worked well with the City in the past. Staff recommends that we supplement their design contract to include the construction management services.

Alternatives:

ALTERNATIVE FOR MOTION #1

Staff could be directed to reject all bids received and not perform an arterial maintenance project this year. If the arterial maintenance project is canceled, it will likely cost more money next year to do the same amount of work. The chance of a decrease in the price of oil-based products for next year's work is highly unlikely. Also, by not doing the arterial maintenance project this year, we allow the road section to further deteriorate which could lead to

subsurface structural problems, and/or the development of numerous potholes. Pavement maintenance is more cost effective when it is done prior to complete failure of the pavement structure.

ALTERNATIVE FOR MOTION #2

An ad could be placed requesting statements of qualifications for the construction inspection of the Arterial Maintenance Program for 2003. This would probably set the construction of the project back to 2004 since there is only a small window in the year in which chip seals can be performed.

Financial Impact:

FINANCIAL IMPACT FOR MOTION #1

The 2003 Adopted Budget has provided the Arterial Street Fund with \$458,500.00 to perform the 2003 Arterial Maintenance Program. With the use of the City's new pavement management software and recommendations from our consultant engineer, staff has selected appropriate streets for treatment with this product, and determined a cost effective approach to this year's program. Central Oregon Pavers, Inc. has a bid of \$299,587.07 which fits within the budget. When combined with the costs of design and construction management, the total budget used will be approximately \$373,000. The estimated construction price was not refined until well into the design process, and the costs turned out to be cheaper than expected. However, since we are trying a new product for the first time, streets were selected carefully, and staff wants to ensure that the work is successful before proceeding with a more aggressive program.

FINANCIAL IMPACT FOR MOTION #2

Staff proposes to supplement the original agreement with KPG for a revised total amount of \$72,910.12 (Attachment #3). Approximately half of this amount was for design and half is for the added construction management. A copy of the 2003 approved Capital Improvement Plan Request Form is included as Attachment #4 which shows a total budget of \$458,500.00 for the Arterial Maintenance Program.

Recommendation/Conclusion:

RECOMMENDATION FOR MOTION #1

Staff recommends taking advantage of the low bid received, and awarding the 2003 Arterial Maintenance Program Construction contract to Central Oregon Pavers, Inc. in the amount of \$299,587.07.

RECOMMENDATION FOR MOTION #2

Staff recommends awarding the construction inspection for the 2003 Arterial Maintenance Program to KPG for the amount of \$36,038.00

Concurrence:

CONCURRENCE FOR MOTION #1

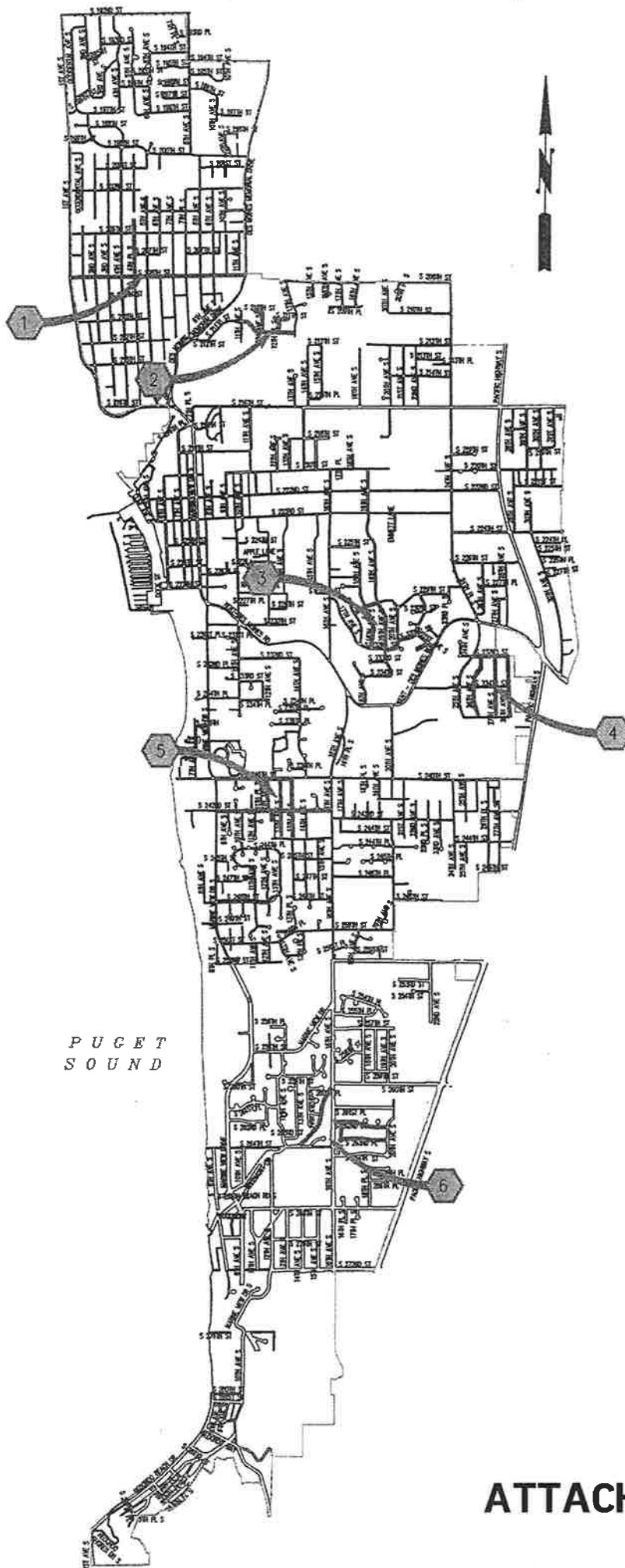
The Legal Department has approved the construction contract as to form, and the funds are available per the 2003 Adopted Budget.

CITY OF DES MOINES
DEPARTMENT OF PUBLIC WORKS
2003 Arterial Maintenance Program
Certified Bid Tabulation

By: Matt Thomas
Date: 30-Jun-03



Section No.	Item	Quantity	Unit	KPG Engineer's Estimate		Central Oregon Pavers, Inc.		Doollittle Construction Co., Inc.	
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	1-07 Catch Basin Insert	40	EA	\$100.00	\$4,000.00	\$92.48	\$3,699.20	\$50.00	\$2,000.00
2	1-09 Mobilization	1	LS	\$26,500.00	\$26,500.00	\$11,142.50	\$11,142.50	\$38,000.00	\$38,000.00
3	1-10 Traffic Control Labor	340	HR	\$38.00	\$12,920.00	\$54.67	\$18,587.80	\$36.00	\$12,240.00
4	2-02 Removing Pavement Markings	1	LS	\$4,000.00	\$4,000.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00
5	2-03 Unsuitable Foundation Incl. Haul	55	CY	\$25.00	\$1,375.00	\$58.83	\$3,235.65	\$20.00	\$1,100.00
6	2-03 Gravel Borrow Incl. Haul	100	TN	\$25.00	\$2,500.00	\$52.66	\$5,266.00	\$25.00	\$2,500.00
7	2-12 Construction Geotextile for Separation	175	SY	\$2.00	\$350.00	\$2.18	\$381.50	\$3.00	\$525.00
8	5-02 Asphalt (AC15-5TR)	205	TN	\$450.00	\$92,250.00	\$456.42	\$93,566.10	\$595.00	\$121,975.00
9	5-02 Aggregate for Bituminous Surface Treatment	1860	TN	\$45.00	\$83,700.00	\$60.65	\$112,809.00	\$60.00	\$111,600.00
10	5-02 Final Sweeping	1	LS	\$7,500.00	\$7,500.00	\$1,904.00	\$1,904.00	\$16,000.00	\$16,000.00
11	5-04 Pavement Repair Excavation Incl. Haul	180	SY	\$25.00	\$4,500.00	\$23.30	\$4,194.00	\$20.00	\$3,600.00
12	5-04 Asphalt Concrete Pavement CL B for PR	65	TN	\$120.00	\$7,800.00	\$138.62	\$9,010.30	\$92.00	\$5,980.00
13	5-04 Crack Sealing	1	FA	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
14	8-06 Miscellaneous Work	1	FA	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
15	8-09 Raised Pavement Marker Type 1	3390	EA	\$4.00	\$13,560.00	\$3.28	\$7,729.20	\$1.50	\$5,085.00
16	8-09 Raised Pavement Marker Type 2	1180	EA	\$6.00	\$7,080.00	\$3.43	\$4,047.40	\$3.00	\$3,540.00
17	8-22 Thermoplastic Crosswalk Stripe	585	SF	\$8.00	\$4,680.00	\$3.16	\$1,848.60	\$2.00	\$1,170.00
18	8-22 Thermoplastic Stop Bar	730	LF	\$8.00	\$5,840.00	\$4.29	\$3,131.70	\$3.00	\$2,190.00
19	8-22 Paint Stripe, 4-inch	7580	LF	\$1.00	\$7,580.00	\$0.18	\$1,364.40	\$0.12	\$909.60
20	8-22 Thermoplastic Traffic Arrow	2	EA	\$100.00	\$200.00	\$84.86	\$169.72	\$75.00	\$150.00
TOTALS:					\$301,335.00		\$299,587.07		\$348,564.60



ATTACHMENT 2

Supplemental Agreement		Organization and Address	
Agreement Number		KPG 753 9th Avenue North Seattle WA 98109	
Project Number		Phone 206.286.1640	
Project Title 2003 Arterial Maintenance Program		New Maximum Amount Payable \$ 72,910.12	
Description of Work Provide construction management services for the 2003 Arterial Maintenance construction contract.			

The Local Agency of City of Des Moines WA
 desires to supplement the agreement entered into with KPG
 and executed on _____ and identified as Agreement No. _____

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

Additional work shall be as described in attached Exhibit B-1.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: See attached Exhibit B-1 for description of time for completion.

III

Section V, PAYMENT, shall be amended as follows:

See attached Exhibit D-1 for costs to be added to Exhibit D-1 in the original agreement.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: _____

By: _____

Merson Davis

Consultant Signature

Approving Authority Signature

Exhibit B-1

City of Des Moines 2003 Arterial Maintenance Program Construction Services Amendment Scope of work June 23, 2003

The Consultant shall provide Construction Management and Field Observation services for the 2003 Arterial Maintenance Program as outlined below:

- A. Prepare for and attend pre-construction conference with the City, Contractor, and affected utilities. The Consultant shall prepare notice of pre-construction meeting and minutes. Utility contacts and coordination during construction will be provided by the City.
 - B. The Consultant shall keep records and prepare correspondence as required for the duration of construction.
 - C. The Consultant shall coordinate the efforts of project subconsultants for field observation and testing. Full time field observation will be provided by KPG staff and shall include field direction for pavement repair areas. A \$5,000 allowance has been included for testing services from an independent lab.
 - D. The Consultant shall review and approve traffic control and schedule submittals provided by the Contractor.
 - E. The Consultant shall provide coordination as required between the Contractor and City for the duration of construction.
 - F. The Consultant shall provide regular, informal site visits with the field observer and Contractor to address concerns, make clarifications, and assure compliance with Contract Documents.
 - G. The Consultant shall review change conditions as they arise and make recommendation to the City for field changes/change orders.
 - H. The Consultant shall track quantities and prepare pay estimates. Two pay estimates are anticipated for this project.
 - I. The Consultant shall provide field inspection for substantial completion and final completion.
 - J. The Consultant shall prepare and review a comprehensive punchlist based on the above field inspections.
- The Construction duration is anticipated to be 25 working days with a construction start date of approximately July 21, 2003.

Deliverables:

Items to be provided by the Consultant:

- Preconstruction notice and minutes
- Daily field inspection reports
- Field testing reports
- Documentation from site meetings, change conditions, and field directives.
- Change orders, if required.
- Punchlist.

All records or papers of any sort relating to the City and the project will at all times be the property of the City and shall be surrendered to the City upon demand. The Consultant is entitled to retain a complete set of work product for historical and evidentiary purposes.

Items to be provided by the City:

- Utility coordination

HOUR AND FEE ESTIMATE

Project: City of Des Moines
2003 Arterial Maintenance Program
Construction Services Amendment



Task	Description	Labor Hour Estimate				Total Fee
		*Senior Engineer	*Project Engineer	*Technician	*Clerical	
		\$ 135.01	\$ 73.90	\$ 62.52	\$ 56.85	Fee

Construction Services Amendment						
A.	Pre-construction conference	4	4	4	4	\$ 1,313.10
B.	Project correspondence	8	4	0	12	\$ 2,057.80
C.	Subconsultant coordination	0	4	0	4	\$ 522.99
D.	Submittal Review	2	4	0	2	\$ 679.31
E.	Field coordination/inspection	20	40	200	8	\$ 18,615.27
F.	Project progress meetings (estimate 4)	8	16	0	4	\$ 2,489.86
G.	Review/recommend change conditions	2	4	0	2	\$ 679.31
H.	Prepare pay estimates (estimate 2)	4	8	4	4	\$ 1,608.71
I.	Substantial completion/ final inspection	4	8	0	4	\$ 1,358.62
J.	Prepare/review punchlist items	4	4	0	4	\$ 1,063.01
Reimbursable expenses - see breakdown for details						\$ 5,650.00
Task Totals						\$ 36,038.00

Total Estimated Fee:

\$ 36,038.00

* Hourly rates are based on the following:

Direct Salary Costs	\$ 45.67	\$ 25.00	\$ 21.15	\$ 19.23	\$ 10,279.76
Overhead Rate			160.61%		\$ 16,510.32
Fixed Fee			35%		\$ 3,597.92

Reimbursable Breakdown

Cost

Construction Services Amendment	\$ 400.00
Mileage	\$ 250.00
Reproduction / photos	\$ 5,000.00
Testing Lab Allowance	\$ 5,650.00
Task 1 - Total	\$ 5,650.00

CIP PROJECTS ARTERIAL STREET FUND

	2003	2004	2005	2006	2007	2008
EXPENDITURES						
REOCCURRING PROJECTS						
Arterial Maintenance Program	\$458,500	\$400,000	\$550,000	\$381,250	\$350,000	\$1,018,967
PROJECTS CONTINUED FROM PRIOR YEARS						
Pacific Highway South, S. 216th to KDM (1998-2002)	\$7,075,831	\$7,834,758				
16th Ave South Improvements (Phase 1)	\$350,089	\$4,714,166				
KDM Road/16th Ave. to 24th Ave.	\$96,356					\$200,000
Neighborhood Traffic Control Program	\$16,000					
NEW PROJECTS						
Marine View Dr Pedestrian Improvement		\$397,500				
10th Avenue S Culvert Replacement	\$142,550					
Pacific Ridge Sidewalks			\$133,154			
Wesley Homes Pedestrian Signal	\$73,000					
S 216th St and 24th Ave S Signal	\$436,900					
North Twin Bridge Project				\$116,438	\$1,047,938	
TOTAL PROJECT EXPENDITURES	\$8,649,226	\$13,346,424	\$683,154	\$497,688	\$1,397,937	\$1,218,967
TRANSFERS TO DEBT SERVICE FUND						
PW Loan-Downtown utility undergrounding (P&I)	\$25,640	\$25,398	\$25,156	\$24,914		
PW Loan - Pacific Highway	\$1,764,226	\$8,821	\$97,362	\$97,362	\$97,362	\$97,362
PW Loan - 16th Ave S.	\$800,000	\$4,000	\$44,150	\$44,150	\$44,150	\$44,150
TOTAL DEBT SERVICE	\$25,640	\$38,219	\$166,668	\$166,426	\$141,512	\$141,512
SALARIES AND BENEFITS						
Transfer to General Fund for Assistant City Engineer	\$88,200	\$92,610	\$97,241	\$102,103	\$107,208	\$112,568
Transfer to General Fund for 100% Civil Engineer	\$74,000	\$75,910				
Transfer to General Fund for 50% Civil Engineer	\$32,800	\$34,440	\$36,162	\$37,970	\$39,869	\$41,862
TOTAL SALARIES AND BENEFITS	\$195,000	\$202,960	\$133,403	\$140,073	\$147,077	\$154,430
TOTAL EXPENDITURES	\$8,869,866	\$13,587,603	\$983,225	\$804,187	\$1,686,526	\$1,514,909
ENDING FUND BALANCE	\$1,033,273	\$480,560	\$581,905	\$686,559	\$737,352	\$257,063
FUND BALANCE RESERVE						
In Lieu	\$60,050	\$16,668	\$16,960	\$17,256	\$17,558	\$17,865
King County Project Funds	\$286,725	\$42,106	\$42,843	\$43,593	\$44,356	\$45,131
UNRESERVED FUND BALANCE	\$686,498	\$421,786	\$522,102	\$625,710	\$675,438	\$694,069
PORTION OF PROJECTS FUNDED BY FUND BALANCE						
Arterial Maintenance Program	\$458,500	\$400,000	\$550,000	\$381,250	\$350,000	\$1,018,967
Neighborhood Traffic Control Program	\$16,000					
Marine View Dr Pedestrian Improvement		\$397,500				
KDM Road/16th Ave. to 24th Ave.	\$96,356					\$40,000
10th Ave S. Culvert Replacement	\$142,550					
Wesley homes Pedestrian Signal	\$13,226					
S 216th St and 24th Ave S Signal	\$115,781					
North Twin Bridge Project				\$11,644	\$104,794	
PW Loan-Downtown utility undergrounding (P&I)	\$25,640	\$25,398	\$25,156	\$24,914		
PW Loan - Pacific Highway	\$1,764,226	\$8,821	\$97,362	\$97,362	\$97,362	\$97,362
PW Loan - 16th Ave S.	\$800,000	\$4,000	\$44,150	\$44,150	\$44,150	\$44,150
In Lieu Fees	\$104,567	\$294,070				
TOTAL USE OF FUND BALANCE	\$972,620	\$1,129,789	\$716,668	\$559,320	\$596,306	\$1,200,479