AGENDA
REGULAR MEETING DES MOINES CITY COUNCIL
August 16, 2007 - 7:30 p.m.

CALL TO ORDER - Mayor Sheckler

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

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

BOARD & COMMITTEE REPORTS

PRESIDING OFFICER'S REPORT

COUNCILMEMBER COMMENTS

ADMINISTRATION REPORTS

CONSENT CALENDAR*

1. Motion is to approve the regular minutes of June 14, and the regular and special minutes of July 26, 2007.
2. Findings: Vouchers audited and certified by the auditing officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, have been recorded on a listing which has been made available to the City Council.

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

   Claim checks #110125 through #110370 & electronic fund transfers in the total amount of $1,685,463.14

   Payroll fund transfers in the total amount of $338,066.19
3. Motion is to authorize the City Manager to sign the $75,000 contract amendment with ClearPath, LLC for real estate and economic development consultant services for the Des Moines Creek Business Park Project proposals, substantially in the form as submitted, and to direct the Finance Director to include funds for this contract in the next budget amendment.
4. Motion is to grant Puget Sound Energy a non-exclusive utility easement for gas service within Des Moines Beach Park for the Auditorium and Sun Home Lodge as submitted in Attachment 2.
5. Motion is to approve the contract for Architectural & Engineering Services between the City of Des Moines and BOLA Corporation for rehabilitation of Des Moines Beach Park historic buildings in the amount of $253,447, plus a 10% contingency and authorize the City Manager to sign the 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.

OLD BUSINESS

1. Draft Ordinance No. 07-096 Council Compensation
   SUMMARY: At the Council meeting of August 2nd the Council voted to suspend the rules to enact draft Ordinance No. 07-096 on the first reading, the Council should now act to vote on draft Ordinance No. 07-096.
   Staff Presentation: City Attorney

2. Zoning Code Work Package #1
   SUMMARY: The purpose of this agenda item is to discuss with Council the proposed text amendments for the Division 1: Administration and Enforcement section of the Zoning Code update.
   Staff Presentation: Planning, Building and Public Works Director Fredricks

NEW BUSINESS

1. Vision 2040 Briefing by Puget Sound Regional Council
   SUMMARY: The purpose of this agenda item is to hear a briefing by Puget Sound Regional Council on the Draft VISION 2040 Plan and Supplemental Draft EIS, and to direct staff in preparing a comment letter on the Draft VISION 2040 Plan and Supplement Draft EIS.
   Staff Presentation: Planning Manager

NEXT MEETING DATE - Study Session September 6, 2007

ADJOURNMENT

PRELIMINARY
REGULAR MEETING DES MOINES CITY COUNCIL

MINUTES June 14, 2007

CALL TO ORDER - The regular meeting of the Des Moines City Council was called to order at 7:32 p.m. by Mayor Sheckler at the City of Des Moines Council Chambers, 21630 11th Avenue South, Des Moines, WA.

ALLEGIANCE - The pledge was lead by Councilmember Dave Kaplan.

ROLL CALL - Present: Mayor Bob Sheckler, Councilmembers Dave Kaplan, Ed Pina, Carmen Scott, and Dan Sherman. Also attending were City Manager Tony Piasecki, City Attorney Pat Bosmans, and City Council Clerk Tina McVey. Councilmember Susan White was unable to attend and motion to excuse was approved unanimously by the remaining members of the City Council. Mayor Pro Tem Scott Thomasson arrived at 7:36pm.

PUBLIC COMMENTS:
Ms. Alice McCabe introduced herself and stated her opposition to the sidewalk planned for the Zenith Viewpoint development. She stated the public road the City is requiring of the developer is actually more of a private drive which will only extend as far as the new structures being built. She offered to swap the City the 5 feet proposed for the sidewalk location for land on 7th Avenue which she owns. As her property lines show to extend as far as the neighbor's garage across the street from her on 7th Avenue, it was her feeling the City should expend energy in solving the lot line confusion in the neighborhood rather than on 5 feet of sidewalk which no one but the City seems to want built. She stated the Zenith neighborhood is a very unique neighborhood and that the sidewalk would detract from that uniqueness. She stated that the developer did not want the sidewalk either and was concerned about preserving the character and uniqueness of the neighborhood.

Mr. Robert Benson introduced himself and stated he was also concerned over the building of this sidewalk. He provided a history of the area, relating how the street because a stairway and platform which is now little more than a path to the beach. He stated the street being built would be extending only as far as the new development project and that he did not see the necessity behind having the sidewalk built. He questioned why the City was requiring the sidewalk when the developer didn't want it and neither did the neighbors.

Mrs. Debbie Workman was unable to attend and the Council allowed Ms McCabe to read aloud Mrs. Workman's written comments. She wrote that she was concerned regarding the loss of five feet of mature landscaping on the property in question, including the removal of a tree because it would be overhanging part of the sidewalk. She wrote that she was concerned that with the property line issues in the entire neighborhood that they would lose their front yard under the same type of circumstances Ms. McCabe was losing 5 feet of what she thought was her property.

Mr. Wayne Corey introduced himself as a representative of the Enhanced Public Safety Committee. He expressed his thanks to all those who attended the open house for the new Redondo Substation. He then announced the Emergency Preparedness Fair at the Activity Center on June 24th. He stated there would be vendors available for those who wished to purchase emergency preparedness kits. He also stated there was now a special coupon for low income senior citizens which would allow them to obtain the kits for free.

Mr. Lloyd Lytle introduced himself and stated his opposition to the sidewalk to be built in Zenith and asked the Council to reconsider the City's requirements.

Mr. Allen Smith introduced himself and stated his opposition to the sidewalk to be built in Zenith and questioned why the Masonic Lodge was not made to build a sidewalk after their new construction.

George Pettibone introduced himself and stated his opposition to the sidewalk to be built in Zenith and related instances where he felt others had had to fight with the City to have their concerns addressed. He stated he felt that sidewalks were more needed by schools and in other neighborhoods and wished for the City to pass a resolution that would leave Zenith alone.

Mayor Sheckler stated that with the comments made over the past month, City Staff was well aware of the concerns of those in the neighborhood. He further stated that Staff had nearly all their homework done and the Council and Staff would be speaking with the City Manager and would be trying to come to a resolution in the near future.

City Manager Piasecki stated in regard to the 7th Avenue issue, he had spoken with Mrs. Workman last week and that Staff was very aware of the particular situation in that area. He stated it was thought the City needed to draw new lines which would determine how much roadway the City needed. He stated it would take quite a bit of work to develop a compromise which everyone would accept, but they would be working toward that goal. He stated that in regard to the Masonic Lodge, they would be required to build sidewalks when the development actually goes in. The construction which has occurred at this point was to build 2 model homes to assist with the selling of the development. He further stated that he and Ms. McCabe had spoken several times in the last week and a half regarding the sidewalk issue. He stated that with the way the Code is written, he was unable to justify waving the requirement but had asked Staff to try and be creative. As the sidewalk is one of the last things to be done, there is some time to try and see what could be done.

Councilmember Scott stated she felt the development standards should not be forced on historic areas if they conflict with the character of the neighborhood.

Councilmember Pina stated his agreement with the need for Council to consider modifying the rules in order to keep the continuity of the area.

Councilmember Sherman stated his concerns were more focused on the lot line issues on 7th Avenue. He stated he would like a visual regarding the neighborhood and the issues the neighbors which concerned the neighbors.

Mayor Sheckler reminded the audience and Councilmembers that this is not an agenda item for this Council meeting and, while he had been flexible in allowing comments, discussion needed to close in order to continue with the scheduled agenda items.

BOARD & COMMITTEE REPORTS & COUNCILMEMBER COMMENTS

Councilmember Scott: Attended the Open House for the Redondo Substation earlier that day. She will also be meeting a group of Farmers' Market individuals who had been encouraged to dress as farmers and bring some of their produce with them as they would all be traveling to KOMO TV offices to be possibly interviewed.

Councilmember Sherman: (1) Attended Human Services Advisory Committee meeting for the first time as his schedule rarely allows him to attend. He was very impressed with the committee and thought they were doing an excellent job in the difficult task of decided how and where the money in the budget should be spent. (2) There was now wi-fi in the Marina. The Marina has had limited wi-fi service provided by a company (Nohbell) with a small antenna on the area restaurant. As a result of a cooperative effort between the City and Nohbell, there is now going to be a taller antenna placed on a mast which will provide service to a much larger area. This will be a pay service which will require payment based on day, week, or month. The southernmost docks may have trouble receiving the signal, but there are smaller antennae which can be bought to allow better reception. For anyone wanting more information, the website for the company is http://nohbell.net. (3) Reminded everyone of the upcoming road construction in the Spokane Street area in Seattle. (4) Announced that as there were no opponents to any of the currently held three seats on the Council this year, he wanted to make a presentation to the City in the form of a donation of $2,000 to build a water station on what will be the newly constructed trail head for the Des Moines Creek Trail. He presented the check to Parks and Recreation Director, Patrice Thorell.

PRESIDING OFFICER'S REPORT
Mayor Sheckler at this time asked Chief Roger Baker to take the floor in order to discuss the opening of the new Redondo Substation.

- Chief Baker provided a history behind the opening of the substation, including the changes in personnel and space requirements brought about by the passing of the Levy LID Lift last year. The extra funding allowed the PD to restore three Community Service Officer positions, six Commissioned Officers positions, and 1 Records Clerk position created challenges in space. Stored furniture and office equipment which was originally intended to support these restored personnel were used to create office space in the substation. He thanked Councilmember Scott for the period photographs which are in the substation, Commander Kevin Tucker for his assistance with the project from its conception, Capital Improvement Program Manager Scott Romano for his assistance working with the contractors and Helen Watley-Ames of the Joshua Green Property Management Company, and the volunteers of the Enhanced Public Safety Committee and its members for helping with the open house. He announced there would be another open house on Saturday, June 16th from 10am – 4pm. Chief Baker then invited comments and questions from the Council.

- City Manager Piasecki passed out a handout of the costs requested in an earlier meeting by Councilmember Kaplan and stated construction costs had come in $28 under budget. He also stated the majority of the costs resulted from the City having to buy office furniture and supplies which was originally thought could be obtained from State Surplus, but couldn't. He also stated Chief Baker used money from other parts of the PD's budget to pay for the extra cost items.

Mayor Sheckler then continued his report, inquiring as to the news he'd heard earlier that day regarding the leaving of Barbara Gladding, the Nutrionist with Senior Services. City Manager Piasecki stated that this was her last day as Ms. Gladding was leaving to pursue other interests. Parks and Recreation Director Thorell was asked to inform the Council of the arrangements being made to cover her duties. Director Thorell stated there would be replacing the position with 2 nutrition outreach coordinators who will share the weekly hours. Mayor Sheckler asked that Director Thorell pass along the City's thanks and appreciation for all her hard work.

ADMINISTRATIVE REPORTS
City Manager Piasecki signed the contract today to enable the contractor for the Saltwater State Bridge project to begin.

CONSENT CALENDAR was read by City Council Clerk Tina McVey.

1. Motion is to approve the regular minutes of May 10, 2007.
2. Findings: Vouchers audited and certified by the auditing officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, have been recorded on a listing which has been made available to the City Council.
   Motion: As of this date the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers included in the above list and further described as follows:
   Claim checks #109339 through #109566 & electronic fund transfers in the total amount of $1,472,010.96.
   Payroll fund transfers in the total amount of $320,974.08.
3. ~~Draft Resolution No. 07-111 Title: A Resolution of the City Council of the City of Des Moines, Washington, relating to Claims for Damages, and appointing Acceptance Agents for Claims for Damages filed against the City pursuant to chapter 49.60 RCW.~~
   ~~Motion is to approve Draft Resolution No. 07-111.~~ (removed by Mayor ProTem Thomasson for further discussion)
4. ~~Motion is to approve the professional services contract Supplemental Agreement No. 1 with INCA Engineers, Inc. for the repair of a landslide that occurred in January of 2007 on Des Moines Memorial Drive in the amount of $64,684.90 and to authorize the City Manager to sign the agreement substantially in the form as submitted, and further to authorize the City Manager to approve contract changes up to 10% of the contract amount.~~(removed by Mayor ProTem Thomasson for further discussion)
5. Motion is to remand to the Public Safety and Transportation Committee the following two items: 1) Revision of the Des Moines Street Development Standards, and 2) Development of a proposal for City Council consideration of a photo enforcement program for stop lights and/or school zone speed limits.
6. Motion is to approve the agreement with Moffatt & Nichol for engineering, design, and permitting services for the Bulkhead Replacement Project, Phase 1, and authorize the City Manager to sign the agreement substantially in the form as submitted.
7. ~~Draft Resolution No. 07-121 Title: A Resolution of the City Council of the City of Des Moines, Washington, expressing the Council's intent for the City staff and City Council to work cooperatively with the City of SeaTac to coordinate transportation and land use planning and development efforts in the 24th/28th Avenue South and International Boulevard/Pacific Highway South (SR 99) corridors.~~
   ~~Motion is to approve Draft Resolution No. 07-121.~~ (removed by Mayor ProTem Thomasson and Councilmember Dave Kaplan for further discussion)

➢ Motion was made by Mayor ProTem Thomasson, seconded by Councilmember Kaplan, to approve the Consent Calendar as amended. Motion passed unanimously.

REMOVED CONSENT ITEMS

Item #3 - Draft Resolution No. 07-111 – Title: A Resolution of the City Council of the City of Des Moines, Washington, relating to Claims for Damages, and appointing Acceptance Agents for Claims for Damages filed against the City pursuant to chapter 49.60 RCW.

Motion is to approve Draft Resolution No. 07-111.

Discussion began with Mayor ProTem Thomasson asking if the City Council could delegate that the City Manager could appoint the acceptance managers rather than have it come before the Council in an effort to streamline. City Attorney Bosmans stated it was considered describing this as position only, but the purpose of naming individuals is to allow attorneys to look up who they should present services and processes to in the City government. She will research as to whether the City Manager can be allowed to appoint the agents. City Manager Piasecki inquired as to whether the wording "governing body" would not mean that the Council would have to name the agents. City Attorney Bosmans stated that she believed it was saying that the City Council can direct the City Manager to name the agents. City Manager Piasecki advised Council that it would be a good idea to approve this resolution as it was tonight and then have the City Attorney research whether there could be a more streamlined way to name the agents.

➢ Motion to approve Item #3 was made by Mayor ProTem Thomasson and seconded by Councilmember Pina. Motion passed unanimously.

Item #4 - Motion is to approve the professional services contract Supplemental Agreement No. 1 with INCA Engineers, Inc. for the repair of a landslide that occurred in January of 2007 on Des Moines Memorial Drive in the amount of $64,684.90 and to authorize the City Manager to sign the agreement substantially in the form as submitted, and further to authorize the City Manager to approve contract changes up to 10% of the contract amount.

Discussion began with Mayor ProTem Thomasson stating that his concern was for the method of funding the project, not for the agreement itself. He stated it did seem to be appropriate to spend Stormwater funds to repair a slide for public property when those funds would not be used to repair a slide on private property. Councilmember Kaplan stated that it was his concern that we make certain that adequate improvements are made to prevent these slides from happening in the future. It was his opinion that improvements have not occurred on many of these old roads and the City needs to have a better drainage in those areas. Mayor ProTem Thomasson stated his concern was that the funds were being used for road repair rather than building drainage facilities. City Surface Water Management Engineer Loren Reinhold informed the Council that there was a drainage component to the repairs as the major part of the cost was in road drainage on Des Moines Memorial Drive and adding an outfall that would discharge down the hillside. Council requested that in future recommendations that justification for using Stormwater funds be explained more fully in the documentation.

➢ Motion to approve Item #4 was made by Mayor ProTem Thomasson and seconded by Councilmember Sherman. Motion passed unanimously.

Item # 7 - Draft Resolution No. 07-121 - Title: A Resolution of the City Council of the City of Des Moines, Washington, expressing the Council's intent for the City staff and City Council to work cooperatively with the City of SeaTac to coordinate transportation and land use planning and development efforts in the 24^{th}/28^{th} Avenue South and International Boulevard/Pacific Highway South (SR 99) corridors.

Motion is to approve Draft Resolution No. 07-121.

- **Council Amendments and Motions Regarding Resolution No. 07-0121.**

- Councilmember Kaplan making the motion to amend the Draft by removing "efforts in the 24th/28th Avenue South and International Boulevard/Pacific Highway South (SR 99) corridors." The Resolution would then read "A Resolution of the City Council of the City of Des Moines, Washington, expressing the Council's intent for the City staff and City Council to work cooperatively with the City of SeaTac to coordinate transportation and land use planning and development efforts." The motion was seconded by Councilmember Scott.

  Councilmember Kaplan then made an amending motion to add in the first paragraph of the actual resolution in the Title, the locations "Des Moines Memorial Drive, South 216th Street," after "...development efforts in the 24th/28th Avenue South" the and to have that same language added in the second paragraph after "....significant development along SR 99,", which was seconded by Councilmember Scott.

  Councilmember Kaplan made a second motion to amend the original motion and to also include changing the language on Page 3, sub 4, so that it would read "Further, that the City **may** seek..", which was seconded by Mayor ProTem Thomasson.

➢ **Motion passed unanimously.**

- Councilmember Scott stated her concerns regarding the language on the 2nd page which assumes both cities will always agree when in reality, they may not. She asked Planning Building and Public Works Director Grant Fredricks to provide more information. Director Fredricks stated it was the Department and the Port's intention with this resolution to create a framework for having discussions between the entities on a political and staff level. This would put Staff in a position to facilitate the Council's decisions as to what direction they wished to pursue. It also provides for a more coordinated planning effort with those areas of the City which could be impacted by this development.

  Mayor ProTem Thomasson stated his concerns regarding the part of the statement in the second Whereas on Page 1 that discuss the light rail. Council's decision previous was that the light rail was not wanted down SR 99 and this statement makes it sound as if the Council is agreed to allow it. City Manager Piasecki suggested that the entire statement regarding the bus rapid transit and light rail link be removed. Motion was made by Mayor ProTem Thomasson and seconded by Councilmember Dave Kaplan to amend the statement, removing everything after "...are expected to be approved in the future."

➢ **Motion passed unanimously.**

- Mayor ProTem Thomasson stated his concern regarding the language in the fifth "Whereas" on the 1st page with the language "freight mobility." Councilmember Pina suggested the wording be changed to "freight access" and City Manager Piasecki then suggested it be further modified to read "vehicular access." Motion was made by Mayor ProTem Thomasson and seconded by Councilmember Dave Kaplan.

➢ **Motion passed unanimously.**

- Mayor ProTem Thomasson stated his concerned regarding the language in the first "Whereas" on the second page. He felt the phrases "Cities further agree" "will pursue" was binding and did not want to have that in the resolution. The 1st and 3rd "Whereas" should be softened to say the City is interested and will explore options. He stated that in the previous meeting, the Council had empowered Staff to have discussions about these matters, not make agreements. Councilmember Pina suggested the wording be changed in the 1st "Whereas" be changed to read "..the Cities further agree that to preserve the option of considering..." Mayor ProTem Thomasson agreed to that modification of the statement. Mayor ProTem Thomasson next stated he also did not want "no protest LID agreement" as part of the resolution as it has been his experience that these are of no value and should not be something the Council agrees to have. Councilmember Sherman also expressed concern and said that the entire paragraph was unwieldy and needed to be simplified. His suggestion was to change it to "...Cities agree to discuss transportation funding, including but not limited to local improvement districts and no protest LIDs." It was Councilmember Sherman's concern that this resolution was making statements on points which the Council had only agreed to only discuss at this point and modifying in this way would bring this back to a discussion item, not an agreement to pursue. Motion was made by Mayor ProTem Thomasson and seconded by Councilmember Dave Kaplan.

➢ **Motion passed unanimously.**

❖ Mayor ProTem Thomasson's next concern was in the language at the body of the Resolution itself, Section 1, where it discusses the corridors as the corridors from earlier discussions are also not included, and the Link Light Rail along SR99. City Manager Piasecki suggested removing the phrase "..along SR99,.." and adding the other corridors to leave the items as discussion points and doesn't compromise the City's position. Motion was made by Mayor ProTem Thomasson and seconded by Councilmember Dave Kaplan.

➢ **Motion passed unanimously.**

❖ Vote on the Motion to approve Draft Resolution No. 07-121 as amended by Council - Original motion made by Councilmember Kaplan and seconded by Councilmember Scott.

➢ **Motion passed unanimously.**

Council unanimously recommended that the Public Hearing items be moved to hear the New Business item regarding Mediterranean Heights in the interest of conserving time.

<u>NEW BUSINESS</u>
<u>Draft Resolution No. 07-012 Approving Mediterranean Height Final Plat</u>
Mayor Sheckler turned the floor over to Development Services Manager, Robert Ruth.

DS Manager Ruth stated this was the request for final plat approval for Mediterranean Heights. The preliminary plat was originally approved in 2001, and had also reviewed a revision for the plat in December of 2006 when another lot was added to make it a 12 lot proposal. At this time, there is one primary access and we have reviewed the final plat document for correctness as well as performing inspections on the plat. It is the opinion of Staff that this project has met the requirements of a plat. There have been improvements made to add curbs, gutters, and sidewalks, as well as a first layer of asphalt. Along the project perimeter there is a half street section which also now has curbs, gutters, sidewalks, and asphalt. There has been an extensive sewer work completed, and all that remain to be completed are minor pickup items. Staff believes there is sufficient bonding and securities to make sure those things are done in a timely manner.

<u>Questions/Comments from the Council and Mayor:</u>

- Councilmember Kaplan asked as to whether there was a timeline in place for getting these other items completed. DS Manager Ruth stated there was not, but that his department would be working with Engineering and with Mr. Ayar to see that they were completed in a timely fashion.

- Motion was made by Councilmember Kaplan to approve the Final Plat and seconded by Councilmember Sherman.
- Councilmember Scott had questions regarding how the resolution states there will be as part of the final plat common areas to be maintained by the HOA, but the first page seems to show that some of the areas being landscaped will be donated to the public. Will that then make the City responsible for the maintenance of the tracts? DS Manager Ruth stated there would be some tracts which would be maintained by the HOA, but those which were donated to the City would be maintained by the City. She further questioned if the City would be accepting liability for the retaining wall. DS Manager Ruth stated the applicant and engineer would be responsible for liabilities to do with the wall, but after the required 2 year monitoring area by the applicant, the City would be responsible for maintaining the planter wall as it is in the City Right of Way.
- Councilmember Sherman asked if the City was satisfied that the retaining wall would adequately hold back the surcharge and not fall into the road. DS Manager Ruth stated that our Engineering staff worked with 2 separate engineers hired by the applicant and were satisfied that it was adequate. This was also monitored through the winter and, with the addition of a curtain drainage system, it did very well.
- Mayor ProTem Thomasson requested the following changes/modifications:
  - Requested that the mylar have a note on it to state that the retaining wall was a private wall and that it was the responsible of the lots bordering it. DS Manager Ruth stated it could possibly be something that would be shared ownership/responsibility by the entire HOA and he would need to check with the applicant to be sure. DS Manager Ruth and City Manager Piasecki stated they would research further to make sure the appropriate language was noted on the mylar.
  - Note 8 and the easement provision on the first page read similarly and are redundant. Page one should be eliminated and note 8 move to the front page or leave as Note 8. DS Manager Ruth stated the notes were more specific and that it would be his inclination to remove that on the front page.
  - Typo in Note 7. The note itself gives a tax parcel ID number as .....9057, but the plat itself gives the parcel number as .....9075.
  - Note 6 in the last sentence, the property owner is responsible for adjacent lot improvements and maintenance of tract fees. However, the City does not have the authority to make the homeowner responsible for those improvements and maintenance in the subdivision process.
  - Note 3, last sentence, the word should be formed instead of form.
  - Note 9 should reference lots 8 & 9.
- Mayor ProTem Thomasson stated his next concern was in regard to the "park in lieu fees." He stated the Code is very explicit and states 5% of the market value of all of the lots in the subdivision. This means it should be 5% of the improved land and not just raw land. The memo presented to Council by Staff during the hearing stated the number was derived by the amount was based by market value of the entire site without improvements or home built onto the site. It is his opinion that Staff does not have the authority to do something other than what the Code says. While he would approve what's been calculated, but he is concerned as to whether we are collecting the right park-in-lieu fees by the Code. City Manager Bosmans stated the law in the area has changed in regard to park and open space. Her research into other similar cases stated the City had to have a basis for making these demands upon development and have to be site specific as to what is requested. Holding onto the percentage type calculation could cause the City to have difficulties should it be challenged in court. Mayor ProTem Thomasson stated if the Code could be challenged in Court, then perhaps it should be changed. However, until it is changed, there is no authority to allow the City to deviate from the Code and if the City is sued

by someone, the City will deal with the lawsuit at that time. City Attorney Bosmans stated the City does not have authority to deviate from the Code unless there is a reason for it. The reason for it in this instance is that the Council had already considered a park dedication in this instance and decided what that parcel would be. If that in-lieu fee was equivalent of the fees of the lot agreed to previously, the City should be ok. Councilmember Kaplan asked for clarification as to which amount was the correct amount. DS Manager stated that the number Staff derived was about $4,000 a lot, which is higher than a lot of other subdivisions. To run the numbers as improved lots, the impact becomes $10,000 - $12,000 per lot.

- Councilmember Kaplan stated the Final Plat needed to approved.
- Councilmember Sherman stated there was definitely some confusion as to how the numbers were determined, that this has indeed been in process for quite a while, that there are apparently policy issues that do need to be straightened out, and the City needs to take a deeper look into how the City determines the park-in-lieu fees. He stated this did need to be approved at this time, even with those issues.
- Councilmember Scott stated she too felt this should be approved.

➢ Motion passed 6-1, Mayor ProTem Thomasson voting Nay.

At 9:29, Mayor Sheckler announced a 10 minute break.
At 9:39, Council resumed.

PUBLIC HEARING

Draft Resolution No. 07-092 – Adopting 6 Year Transportation Improvement Program 2008-2013.
Mayor Sheckler stated no one had signed in to speak to this matter and he asked if any one in the audience wanted to speak. This was asked three times, each with no response. Mayor Sheckler then closed the public hearing and turned to the Council for discussion.

Councilmember Sherman made the motion to approve the resolution, Councilmember Kaplan seconded.

Councilmember Sherman provided the basic details as to what the program entailed. Each year the City must put together a six-year plan which includes all the projects which will need to be done during that time frame regarding transportation improvements. The Public Safety and Transportation Committee had reviewed the resolution and were satisfied with it.

Councilmember Kaplan requested that Staff develop a scope and/or definition for a study of the entire 216th corridor from the Bridge to Marine View Drive.

➢ Motion unanimously passed.

Draft Resolution No. 07-106 Landmarque Modified Subdivision
Mayor Sheckler read the rules for speaking to those in the audience who had signed in to speak during the Public Hearing. Those speakers who had signed in were then sworn in by the Mayor.

Jason Sullivan, Land Use Planner, who provided the Council with the background of the development's process from application to the current Public Hearing for the approval of Draft Resolution No. 07-106. Mr. Sullivan summarized the requirements for the subdivision and related how Landmarque had met each of the requirements of the Comp Plan, compliance with Title 18, design and layout, and SEPA. Mr. Sullivan further stated that this was a coordinated development involving the municipalities of Des Moines, Federal Way, and Kent as there would be significant access impacts within each of the cities' boundary lines.

Mr. Sullivan then listed the areas in which the developers were requesting deviations from current subdivision requirements:

- Lot depth to width ratio
- Alleys will be built to private street standards, but will be serving more than 4 lots
- Right of Way widths
- Distance between driveways
- Distance between intersections

Mr. Sullivan stated that these deviations were recommended for approval by the department for this project.

The Mayor then invited the first of the speakers, Mr. David Litowitz, to the podium to address the Council. Mr. Litowitz introduced himself as the developer for this project and provided the Council with background information of his personal involvement with this project and with his past history with the City of Des Moines in other projects. He then went on to state that in regard to this development, the City of Des Moines would benefit from approving the resolution as the development had been designed to provide ample sidewalks and will create excess park space from what is presently required.

The Mayor then invited the second speaker, Mr. Paul Morrow, to the podium to address the Council. Mr. Morrow introduced himself as the surveyor and engineer for the development and provided the Council with his credentials in both the surveying and engineering fields. He then gave his comments on the proposed draft ordinance and development, reiterating that the design and layout called for all lots to be developed in compliance with the Comp Plan and Des Moines Municipal Code. He stated the smaller lot sizes being requested in the draft resolution were in keeping with Growth Management and that the property set aside for the park would have plenty of sidewalks throughout it. Mr. Morrow then explained that the vault required for surface water management needs would be built under the park and that the limited vehicular access throughout the park area would, in their opinion, encourage a sense of community type activities which would better the area. He stated the development would have several house plans, some of which would front the park area, others which would have front porches facing the street, some houses would have front facing garages, and some would not.

The Mayor then called three times for other speakers and when none came forward, the Mayor asked if Council had comments and/or questions for the proponents or for staff.

<u>Council Comments and Questions:</u>

Mayor ProTem Thomasson stated he had sent an email to Staff regarding his concerns about some technical issues to do with the proposed development and ordinance, but had not heard the speakers address any of them to that point. At this time, Land Use Planner Jason Sullivan returned to the podium and stated that Staff had taken those questions and developed handouts for each of the Councilmembers which Staff hoped would provide those answers.

Handout 1 referred to the utility easements on the property:
(1) Do the subdivision requirements of 20 foot utility easements apply to lots 10-17? Staff stated that this was a pre-existing easement and that as long as it was a sewer easement, the City could not enforce the 20 foot easement requirement. After discussion by various Councilmembers requesting more

information regarding whose authority would make the official decisions, City Manager Piasecki stated it would need to be researched further.
(2) Who is the grantee of the 10 foot drainage easement on lots 45-48, are there pipes in the easement, are they public or private, should the 20 foot requirement apply, should the easement be released? Mr. Sullivan stated this was on the books but never developed, so there was no pipe and it was a private easement and the City, therefore, has no involvement in deciding whether or not it should be released.
(3) Does the 5 foot sewer easement that crosses the upper portion of the site have any pipes and if so, shouldn't the 20 foot width apply? Mr. Sullivan stated there was no pipe in the easement and the side sewer will be provided for in a different location which will meet the 20 foot requirement.
(4) Do the easements fronting Highway 99 meet the 20 foot requirement? Mr. Sullivan stated that this was also a pre-existing sewer easement and the City could not enforce the 20 foot requirement. City Manager Piasecki stated this would also need to be researched for the same purpose as was stated in the first question.

Mayor ProTem Thomasson asked if the easement which was northeast of the tract part of the same easement and Mr. Sullivan responded that it was.

Handout 2 referred to the Wetlands in and around the property:
(1) Mr. Sullivan passed out a requested map depicting McSorley Creek and the associated wetlands near the development as well as the stream or wetland buffers that would extend onto the subdivision.
(2) Are there any wetlands on the City of Kent's parcel adjacent to the proposed subdivision? Staff's response was that there are none.
(3) Mr. Sullivan next passed out a requested map and supporting calculations regarding the filing of wetland "B" as represented on the development layout map.
(4) What is the area of wetland "A" and what is the area of the required buffer for wetland "A"? What is the area required to be replaced for wetland "B" and it's buffer? Mr. Sullivan stated the area for wetland "A" was 9,021 square feet and the required buffers and areas were further detailed in the Agenda under the Environmentally Sensitive Area's Section on page 11.
(5) What is the total area proposed for the improved wetland and what is its shape? Mr. Sullivan stated the applicant is proposing to create 9, 115 square feet of wetland adjacent to wetland "A". He then referred the Council to page 12 of the Agenda Item and page 8 of the wetland report prepared by Sewall Wetland Consulting.
(6) What is the total area proposed for the improved wetland "A" buffer and what is its shape? Under the conceptual mitigation plan there are 29,456 square feet of buffer enhancement and replacement. The proposed buffer requires a 35 foot buffer for important wetlands. He then referred Council to Sheet 1 of 3 of the preliminary subdivision attached to the Agenda Item for the shape of the buffer.
(7) How are the buffers along Highway 99 addressed and adjusted? Mr. Sullivan stated the only portion of the wetland that does not have a buffer is located adjacent to Highway 99 and was legally altered by the original development of Pacific Highway and recent reconstruction of the highway. As this was legally altered, the application is not being required to restore it.
(8) There are several proposed sewer and stormwater pipes within the existing wetland "A" and proposed new wetland "A" buffers. Shouldn't this be avoided, what does the code say, and what attempts have Staff made to avoid this from happening? Mr. Sullivan stated that some of the pipes that are currently within the buffer can be removed during the review of the final engineering and that approval of the preliminary plat only approves the conceptual layout. The approval of the final engineering design would occur afterward.

Handout 3 referred to perimeter yard dimensions:

(1) Mr. Sullivan passed out the requested map of the front, side, and rear perimeter yards, showing compliance with all yard requirements.
(2) Are the setbacks for the lots and homes adjacent to the commercial properties (lots 44-48, and 35-42) considered adequate? Mr. Sullivan stated that they were consistent with the Des Moines Municipal Code.

Handout 4 referred to conditions of approval for rezoning:
What conditions of approval were made during the rezone that affect the subdivision? Mr. Sullivan stated there were 7 conditions of approval that were tied to the Mitchell-Chamlian Rezone approved under Ordinance 1372 and that out of those 7 conditions of approval, only 2 provided specific guidance related to the future development of the property. Those two conditions are (1) the rezone of parcel #282204-9233 to RA3600 is approved only with concurrent townhouse development of parcel #'s 282204-9067 & 282204-9209, and (2) access from these properties along 20th Avenue South and South 261st Place shall be restricted to emergency vehicles only.

- At this time, Mayor Sheckler pointed out the time to the Council and asked if there was a motion to extend the Council meeting or did Council wish to continue the discussion at a later time. Mayor ProTem Thomasson made the motion to extend until 11 with Councilmember Kaplan seconding. The motion passed unanimously.

Mayor ProTem Thomasson inquired as to planned parking for the development. Mr. Sullivan stated that per the City's Municipal Code, there would be 2 spaces required per unit.

Mayor ProTem Thomasson inquired (a) as to why there were no planter strips indicated as the City has historically required them in subdivisions. Mr. Sullivan stated that it was determined with the Transportation Department that because of the classification of the road, it was not required in this instance.

Mayor ProTem Thomasson then noted for Staff that regarding the right of way to 20th which is 50 feet, and by that determination, Lot 61 would need to have a 60 foot turning radius and that the parking area on the map is marked as "open space A". Mr. Sullivan stated that was a labeling error and would be corrected.

Mayor ProTem Thomasson reiterated his concerns regarding the 20 foot easements and if the City would allow utilities to dictate the widths for the development. It would be his choice to have this addressed by the City Attorney and Staff by the time of Final Plat. He would also like to see as a condition of the rezone that the access via 20th be more clearly defined as to what the City's authority would be in the future as to whether the City can decide whether or not to open that access.

Councilmember Scott expressed her concerns regarding the floor plan options and the quality of the living space in regard to available storage. Her concern was that the garage which was meant to enclose vehicles would turn into storage space and cars would have to be parked in the driveway. She would like to see it addressed so that the neighborhood did not turn into one where all the cars were parked outside.

Mayor ProTem Thomasson stated that lots 18-20 showed where they opened onto the park, but there are no sidewalks which connected them to the park. Mr. Sullivan stated that this was something that would be brought in with a blending of a path rather than a road. Mayor ProTem Thomasson then asked if there should be an easement which would allow the homeowners to use that access if they are outside of standard park times and Mr. Sullivan stated they could work with the developers to insure that the homeowners could use that access after park hours.

Mayor Sheckler asked the Council for other comments or questions and receiving none, closed the Public Hearing.

➢ Councilmember Kaplan made the motion to approve, Councilmember Scott seconded the motion. The motion passed unanimously.

NEW BUSINESS ITEM 2:

Des Moines Activity Center Landscaping Project Bid Award
Mayor Sheckler introduced Park and Recreation Director Patrice Thorell who then explained the need for the landscaping at the Activity Center and the associated bid process for the work. The options available as recommended by Staff are:
(1) direct staff to transfer $21,799.60 from un-programmed excess 2006 Real Estate Excise Tax year end balance, in the next budget amendment; or
(2) approve the contract for the Des Moines Activity Center Project to the lowest bidder, Creative Brothers Landscape Corporation for the bid amount of $15,957 plus tax and authorize the City Manager to sign the contract, substantially in the form as submitted. And to authorize the City Manager to approve change orders not to exceed 10% of the total contract amount; or
(3) approve the contract for the Des Moines Activity Center Project to the lowest bidder, Creative Brothers Landscape Corporation to include the bid amount of $15,453 and Alternate #1 in the additive amount of $4,565 for a total bid of $20,018 plus tax and authorize the City Manager to sign the contract, substantially in the form as submitted and to authorize him to approve change orders not to exceed 10% of the total contract amount

Director Thorell stated Alternative #1 included renovating and grading 19,000 square feet east and south of the Activity Center, installation of top soil, hydroseeding 15,400 square feet, and installing 3,600 square feet of matching sod. She also provided three other possible options to this alternative:
(1) Hydroseed entire area east and south of the Activity Center at a cost of $15,957 plus tax, totally $17,377.17; or
(2) Hydroseed 15,400 square feet of identified area and install 3,600 square feet of matching sod at a cost of $20,018 plus tax, totaling $21,799.60; or
(3) Reject all bids received on May 30, 2007.

Councilmember Sherman inquired as to the length of time between seeding and growth and Director Thorell stated it took approximately 3 weeks to start growing.
Councilmember Pina made the motion to approve option 3 - approve the contract for the Des Moines Activity Center Project to the lowest bidder, Creative Brothers Landscape Corporation to include the bid amount of $15,453 and Alternate #1 in the additive amount of $4,565 for a total bid of $20,018 plus tax and authorize the City Manager to sign the contract, substantially in the form as submitted. And to authorize the City Manager to approve change orders not to exceed 10% of the total contract amount. Councilmember Scott seconded the motion.

Councilmember Sherman asked if this motion included the sod and Director Thorell stated it did. He then stated he would not be in favor of this motion due to the costs involved.

Councilmember Kaplan inquired as to the amount of un-programmed excess 2006 real estate excise tax was available and Director Thorell stated she did not know. City Manager Piasecki said that he could find out for Council.

Mayor ProTem Thomasson stated that in months previous, a similar motion was made and the point was made that there was no un-programmed excess 2006 real estate excise tax funds as that was actually beginning fund balance. He stated the motion could not be made in the language that it is currently in the motion. He suggested that a second motion be made to change the wording to state it would come out of ending fund balance instead.

Councilmember Kaplan stated that while he agreed it would be nice to do the landscaping, this would be using nearly $22,000 in real estate excise tax while the Council has been discussing using those monies to pay for the Marina Master Plan for public use of such things as sidewalks. He stated he was concerned because anticipated one-time monies may not possibly come in this year and would have an impact on the budget and would be uncomfortable approving this proposal with the budgeting concerns.

Councilmember Scott stated the original discussion involved the area between the Activity Center and the Memorial Park. She stated that the original proposed amount would have been $100,000 and it was her suggestion at the time that it just include the area around the Activity Center, which lowered it to the $20,000. She suggested removing the sod from the contract if it lowered the costs enough to have this pass.

Councilmember Sherman stated he would like to make the motion to amend the original motion for option 3 to leave out the sod and vote for the hydroseed. Mayor Sheckler stated that it would be clearer to amend the motion to vote for option 2 as that is essentially the same. Mayor ProTem Thomasson stated the Council would need to make the motion to switch the motions and then after that to make the motion to approve option 2.

- Councilmember Sherman made the motion to switch from option 3 to option 2 with Councilmember Scott seconding. Motion passed 5-1 with Councilmember Kaplan voting nay.

- After further discussion regarding irrigation costs, the main motion was brought back with option 2 as the recommended alternative. Motion passed 4-2 with Councilmember Kaplan and Mayor ProTem Thomasson voting nay.

- Mayor ProTem Thomasson made the motion to direct Administration to transfer up to $18,000 from the ending fund balance in the CIP in the next available budget amendment which was seconded by Councilmember Scott. Motion passed 5-1 with Councilmember Kaplan voting nay.

- Mayor ProTem Thomasson made the motion to adjourn with Councilmember Scott seconding. Motion passed unanimously.

<u>NEXT MEETING DATE</u> - Regular Council Session, June 28th, 2007.

<u>ADJOURNMENT</u>
At 10:55 p.m., the meeting adjourned.

Respectfully submitted,

Tina R McVey
Permit Technician II
Planning Building and Public Works

PRELIMINARY
SPECIAL MEETING DES MOINES CITY COUNCIL

MINUTES July 26, 2007

The special meeting of the Des Moines City Council was called to order at 6:30 p.m. by Mayor Sheckler in the City Hall Conference Room, 21630 11th Avenue South, #A.

ROLL CALL - Present: Mayor Bob Sheckler, Mayor Pro Tem Scott Thomasson, Councilmembers Dave Kaplan, Ed Pina, Carmen Scott and Dan Sherman. Absent: Councilmember Susan White. Also in attendance were City Manager Tony Piasecki, City Attorney Pat Bosmans, Planning, Building & Public Works Director Grant Fredricks, Assistant City Attorney Richard Brown, Planning Manager Denise Lathrop, Assistant Engineer Dan Brewer and Consultant Rob Larsen of ClearPath.

Mayor Sheckler announced that the purpose of the special meeting was to hold an Executive Session for approximately one hour to discuss with legal counsel representing the City pending litigation to which the City is a party and about which public knowledge regarding the discussion was likely to result in an adverse legal or financial consequence to the City.

No formal action was taken.

ADJOURNMENT
The meeting adjourned at 7:25 p.m.

Respectfully submitted,

Pat Bosmans
City Attorney

PRELIMINARY
REGULAR MEETING DES MOINES CITY COUNCIL

MINUTES July 26, 2007

The regular meeting of the Des Moines City Council was called to order at 7:30 p.m. by Mayor Sheckler in the City Council Chambers, 21630 11th Avenue South, #B.

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

ROLL CALL - Present: Mayor Bob Sheckler, Mayor Pro Tem Scott Thomasson, Councilmembers Dave Kaplan, Ed Pina, Carmen Scott and Dan Sherman. Absent: Councilmember Susan White. Also in attendance were City Manager Tony Piasecki, City Attorney Pat Bosmans, Assistant City Attorney Richard Brown, Planning, Building & Public Works Director Grant Fredericks, Planning Manager Denise Lathrop and City Clerk Denis Staab.

> **MOTION** was made by Councilmember Kaplan, seconded by Councilmember Scott and passed unanimously, to excuse Councilmember White.

COMMENTS FROM THE PUBLIC

Wayne Corey, 22218 5th Avenue South #101

Mr. Corey addressed Council as the only citizen member of the King County EMS Medic I Advisory Committee, speaking about the Emergency Medical Services Levy that is on Council's agenda later this evening. He noted the King County Council has adopted the Advisory Committee's recommendation and it will be placed on the November Ballot to continue the levy with a 6 year cycle with a rate of 30 cents per $1 thousand assessed value. He advised that the Medic One stationed in Des Moines is only half time, which handled 476 in the first six months of 2007. In conclusion, he encouraged everyone to vote yes.

He further noted that South King Fire and Rescue has a levy on the August Ballot, for continuing at the same rate, for six years instead of one. He noted by going for a six year levy the District could save over $1 million dollars. He urged everyone to vote yes.

As a member of the Enhanced Public Safety Committee, Mr. Corey advised that the Committee has created a web site at publicsafe.org where Des Moines' citizens can go to get information, links and print out forms regarding public safety issues. This site covers Des Moines Police Department, South King Fire and Rescue and Emergency Management Agencies.

Cheri McWethy, 1835 SW 152nd Street

Ms. McWethy stated that providing a clean environment to residents is what draws citizens to Des Moines and the foundation to a clean and healthy environment, in her opinion, is providing sewers. As a property owner in the proposed ULID #79, she has prepared a petition for sewers and requested Council's support by authorizing City Manager Piasecki to sign the petition.

Matt Moeller, 20218 12th Avenue South

Mr. Moeller advised that he is seeking to promote the City's Park and Recreation Department for support of a new Puget Sound Pop Warner Junior Football and Cheer. He informed Council that the league offers young people the opportunity to participate in a national youth football and cheer organization focusing on instilling wholesome values as well as the development of essential life skills. He stated that the Puget Sound Pop Warner is working to create partnerships with city parks and recreation departments, The Port of Seattle, local schools and school districts. He noted the parent organization is Pop Warner Little Scholars, Inc. a non-profit organization that provides youth football and cheer and dance programs for participants in 41 states and several countries around the world for young people ranging in ages from 5 to 16 years old and is the largest such program in the United States. He informed Council that he is working with the Highline Forum in efforts to get a parcel of Port Buy-out land for a Pop Warner field for the 2008 season.

Upon questioning as to what Mr. Moeller needs from the City in terms of funding, he replied that money is made in concessions in terms of benefiting the City.

City Attorney Piasecki advised the City could treat this as another program that is offered through the Parks and Recreation Department. He noted there might be initial investment beyond what we get in revenue the first year, after that it may break even or even bring a little extra to cover the first year's loss. If Council so chooses, staff can develop a proposal in regards to costs and what other resources may be needed to review in the 2008 budget process.

Mr. Moeller advised the Puget Sound Pop Warner group will need to put together a solid proposal, including insurance costs. In response to questioning, he advised they are not competing with existing youth football programs, but offering an alternative. He distributed a video for Council to view and advised it is also available on line at PSPW.org.

BOARD & COMMITTEE REPORTS & COUNCILMEMBER COMMENTS

National Night Out in Des Moines

Councilmember Scott remarked that on August 7th the annual event designed to increase community unity and support local crime prevention efforts will be held from 5 p.m. to 10 p.m. The event will be kicked off on August 6th by Des Moines Police Department sponsoring a Des Moines Walk Against Crime. Community members will meet at 7 p.m. at the Des Moines Public Works Service Center, 2255 South 223rd Street and everyone is encourage to attend and show a united front against crime in Des Moines.

Waterfront Happenings

Councilmember Scott reported a couple of events are happening that citizens may have wondered about. They are 1) a new outfall line being installed by Midway Sewer District and 2) the City is dredging the stream at the Beach Park. She advised this work will go through this summer, but once completed, the City should be in a much better position to control flooding that happens during the worst of the winter weather and to allow us to move forward with repairs and updating of the Auditorium at the Beach Park.

Public Safety and Transportation Committee

Councilmember Kaplan noted that the Committee met earlier tonight to go over the slide repairs, repairs to Saltwater Park Bridge, 16th Avenue South Project and to talk about a multi-year engineering services contract to help with fielding a number of design and engineering services over the course of the next several years. He advised that the initial emergency repairs to the Saltwater bridge have taken place to help stabilize the ground under the bridge and the permanent repairs will be begin in August and take at least 3 months to complete. The repairs on

Des Moines Memorial Drive are expected to begin in early November. In regards to the 16th Avenue South Project, the intersection at Woodmont Drive was originally to be closed for up to 2 weeks, however that has been reduced to 4 days from August 4th through the 7th. The ingress and egress for that neighborhood has been a challenge but there will be 16 hours of traffic control provided for each of those 4 days. Any questions should be directed to City staff or the project manager.

MEDIC I Proposal

Councilmember Kaplan remarked that Des Moines' citizens pay a significant amount of money to King County to provide services to the City. He felt those services should include MEDIC I as King County has the ability, but they have shunted it aside. He reiterated Council's and Suburban Cities Association position in terms of telling the County that this needs to funded on an on-going basis and not based upon a series of one time additional funding measures.

South King Fire and Rescue Levy

Councilmember Sherman referenced Mr. Corey's earlier public comment, noting this levy is an increase in taxes, but not a change in rate. He noted it will be $1.50 per $1 thousand of assessed value, but if the value of your home goes up then your taxes go up accordingly, as this is a fixed rate, not a fixed amount.

Mayor Pro Tem Thomasson agreed with Councilmember Sherman. He requested Administration have the Fire District tell the Councilmembers what their revenue increases have been relative to what the rate of inflation has been. He felt with the recent Fire District mergers the Board of Commissioners should be doing a better job at managing the District so they do not need the full levy increase every year. He felt if property taxes go up 20% and the District gets a 20% increase, and inflation was only 3 to 4%, then the District got quite a "wind fall". He hoped they would be more truthful in how they are advertising their campaign.

PRESIDING OFFICER'S REPORT

July 4th 2007 Events Summary

At the request of Mayor Sheckler, Police Chief Baker distributed a written memo regarding the 4th of July, 2007 Events. He noted this is the 2nd year of prohibiting fireworks in Des Moines and highlighted some of the following items:

- June 2, 2007 through July 11, 2007 there was a 19% decrease from 2006 calls for service relating to fireworks
- More people coming to the Marina and enjoying the fireworks show
- There were no fires in 2007 related to fireworks in the City of Des Moines
- Gave out or put up over 150 signs to remind everyone that fireworks are prohibited
- No arrests or citations issued, and fewer fireworks were confiscated this year than last

In conclusion, Chief Baker thanked the Council on behalf of the Police and Fire Department for passing the ordinance in 2005 which prohibited the use of Fireworks in Des Moines.

ADMINISTRATION REPORTS

Council Meeting Video

City Manager Piasecki advised that the first half of the July 19th Council meeting was not recorded because of a technical difficulty and therefore could not be televised. He apologized to citizens unable to view this portion of the meeting, including Councilmember White being honored for all her work in historic preservation. He reported that the glitz has been fixed.

Zenith Neighborhood Meeting

City Manager Piasecki reported that he and staff met with several residents in the Zenith Neighborhood regarding the issues of property lines and right-of-way. In regards to the right-of-way along 239th, he reported that those neighbors met with the developer of the property at the old Zenith Grocery and are working on a vacation petition. He felt issues are being resolved.

Levy Lid Lift for Police Services

City Manager Piasecki informed Council that several months ago, Finance Director Henderson sent an e-mail to the Municipal Research Services Center (MRSC) asking several questions based on some of the issues brought up such as: Does the 1% have to go to the Levy Lid Lift Fund, or can it be used for general fund? Can the Levy Lid Lift money be used for things like the cost of living increases that go to regular officers, not just Levy Lid Lift officers? And, are we allowed to use the Levy Lid Lift money for items that are enhancements, improvements or additions to our Police Department. He reported some of MRSC's responses as:

- The 1% can be used for General Fund purposes if you want.
- No, you cannot fund COLA for non-Levy Lid Lift Officers, with Levy Lid Lift funds.
- You can only use the Levy Lid Lift money for the officers the City is restoring. You cannot use that money for anything that was not specifically listed on the ballot title.

He pointed out that some of the things we had thought we would be able to use the money for, including the South Sub-Station, MSRC said no. He requested a second opinion from the State Auditor's Office and they agree fully with MSRC, this means the money is a little bit more limited than originally thought. He noted we have the Levy Lid Lift to pay for the officers we want to restore, the bad news is that is all we can use it for. He stated if Council is comfortable with that, that is what we will continue to do and if there is excess money collected in that fund it can go beyond the six years and since it is still restricted, it still can be used to pay for those new officers. He advised that another option would be for Council to go back to the voters and clarifying the question, essentially another Levy Lid Lift, asking: "do you want to authorize the City to use this money for those purposes that we had in the flyers that we use the money, as an example, for new technology, a new computer system, on a limited basis or fair share of the new officers? He informed Council that staff could schedule this as an item for a quick Council discussion because if Council does want to put something on the ballot for November, the deadline to get it to King County Elections is August 14th.

Councilmember Sherman stated he sees nothing bad in the opinions received. He felt the City wanted the money to restore our Police Officers and that we can spend the money for any improvements, in as much as a certain percentage relates to the new officers. He advised that was what he approved, and what we sent as an issue to the public.

City Manager Piasecki noted he can justify a fair portion of the funds going to the Redondo South Station as some of the new hire CSO's will be housed there.

CONSENT CALENDAR was read by City Clerk Staab.

1. Motion is to approve the special and regular minutes of June 28, and the regular minutes of July 5, 2007.

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

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

Claim checks #110045 through #110124 & electronic fund transfers in the total amount of $306,858.18

Payroll fund transfers in the total amount of $334,321.43

3. Motion is to confirm the City Manager's extension of Donna Tucker's appointment as the interim Municipal Court Judge, through September 14, 2007.

4.A Motion is to award the construction contract for the 2007 Pavement Management Program to Lakeside Industries, in the amount of $270,577.50 and to authorize the City Manager to sign the contract substantially in the form as submitted, plus authorize the City Manager or his designee to approve changes orders up to an amount of 15% of the contract amount.

4.B Motion is to supplement the current contract for professional engineering services for the 2007 Pavement Management Program with KPG to include construction management services in the amount of $30,112.62 bringing the total to $56,698.00 and authorize the City Manager or his designee to approve change orders up to an amount of 10% of the supplemented amount.

~~**5. Draft Ordinance No. 07-142 - Title: An Ordinance of the City of Des Moines, Washington, related to the height requirements established for the Pacific Ridge by Chapter 18.31 of the Des Moines Municipal Code.**~~

~~**MOTION is to approve Draft Ordinance No. 07-142 on second reading.**~~ [ED NOTE: Item Removed by Mayor Pro Tem Thomasson.]

~~**6. Draft Ordinance No. 07-143 - Title: An Ordinance of the City of Des Moines, Washington, related to the mixed use requirements established for the Pacific Ridge by Chapter 18.31 of the Des Moines Municipal Code.**~~

~~**MOTION is to approve Draft Ordinance No. 07-143 on second reading.**~~ [ED NOTE: Item Removed by Mayor Pro Tem Thomasson.]

Mayor Pro Tem Thomasson requested consent items 5 and 6 be removed.

ABSENTATION: Councilmember Kaplan advised he would be abstaining from voting on item 4.A and 4.B as the contract is being awarded to a company that is a member of the Association that he is the Executive Director of and their representative services on the Board of Directors.

MOTION was made by Councilmember Sherman, seconded by Councilmember Pina and passed unanimously, to approve the Consent Calendar as amended.

REMOVED CONSENT ITEMS

Item #5 - Draft Ordinance No. 07-142 ***[ASSIGNED ORDINANCE NO 1405]*** Height Requirements in Pacific Ridge - 2nd Reading

Mayor Pro Tem Thomasson referenced page 6, Section 1 (9)(a), noting the wording sort of falls apart as you read further down the page. He felt it should reference 35' or buildings with a condominium height bonus would be 120', then the clustering height would be up to 200', or at least mention both alternatives, not just the one. In Section 1 (12)(b) floor area, he noted sometimes a ratio type thing that is used so you know how much square footage you get and he questioned if this had been done or not.

In regards to Sect. 1(12)(b), City Manager Piasecki explained that staff feels how you measure what you can build is a simple mathematical calculation, you look at the property, what the setbacks are, then you go up eleven stories and calculate the total square footage of the building that could have been built and that is the maximum square footage that would be allowed if you went up 200 feet. Referencing Sect. 1(9)(a), he stated the requirement for condominium is in there, but you will not get the 200' if you already have the condominium bonus that is allowed earlier in the Code.

Mayor Pro Tem Thomasson suggested staff take the 200' out of the first paragraph and just say "you can build higher than the 35' if you either do a condominium height bonus or a floor area cluster". Also he felt you could take the 200' out and say "building height bonuses can be achieved as described below.

Land Use Planner Sullivan suggested that we drop the height and say "can be built higher than 35' if approved by either a condominium height bonus or the clustering bonus". Mayor Pro Tem Thomasson stated this would meet his approval.

MOTION was made by Councilmember Sherman, seconded by Mayor Pro Tem Thomasson to adopt Draft Ordinance 07-142 amending Chapter 18.31 DMMC establishing a new height bonus allowing a maximum building height of 200 feet in the Pacific Ridge Residential Zone, with the verbiage change on page 6 per current discussion.

Councilmember Scott felt it is important to make it clear that 200' is allowed. The new wording for page 6 (9)(a) would be "Buildings may be built to a height of 120' with approval of a condominium height bonus, or 200' with approval of a floor area clustering height bonus as provided by this chapter." This was accepted as a FRIENDLY AMENDMENT by the maker and seconder of the motion.

Mayor Pro Tem Thomasson suggested that item (12)(b) be amended to insert the words "that could have been built" between the words 'building' and 'built' in the second line. This was accepted as a FRIENDLY AMENDMENT by the maker and seconder of the motion.

In item (12)(c), Mayor Pro Tem Thomasson requested the last 3 words of the sentence "between the buildings" be deleted. This was accepted as a FRIENDLY AMENDMENT by the maker and seconder of the motion.

Upon questioning regarding (12)(c) on page 6, Land Use Planner Sullivan advised that the minimum building site area was based on staff's best estimate of the minimum site you would need to have in order to do a 200 foot tower, the bare bones necessity to make it functional.

VOTE ON MOTION: Motion passed unanimously.

Item #6 - Draft Ordinance No. 07-142 ***[ASSIGNED ORDINANCE NO. 1406]*** Mixed Use in Pacific Ridge - 2nd Reading

Mayor Pro Tem Thomasson referenced page 4, (5)(a) and felt it is confusing as to what is required on the ground floor.

MOTION was made by Councilmember Sherman, seconded by Councilmember Kaplan, to adopt Draft Ordinance 07-143 amending Chapter 18.31 DMMC changing the way the commercial component is determined for mixed use buildings in the Pacific Ridge Residential Zone allowing up to 15% of the total floor area to be used for commercial purposes instead of a mandatory maximum of 900 square feet.

Land Use Planner Sullivan noted the intent was that in the total commercial space, two and half percent of that total needs to be at the ground level. He suggested in (5)(a) after the word 'and' we insert "at least" and before 'commercial' insert "the total" and that would clarify that the two and a half percent is based on the total commercial space.

Councilmember Sherman noted the main goal was to keep the commercial space on the main floor to entice more customers.

Councilmember Kaplan felt that if you use the commercial space as the base then the number should be around 25% of the total commercial space. However, if it is based on the total square footage of the building the percentage needs to be much lower.

MOTION was made by Councilmember Kaplan, seconded by Mayor Pro Tem Thomasson, to amend (5)(a) to change 2.5% to read "25% of the total commercial space". Motion passed unanimously.

MOTION was made by Councilmember Scott, seconded by Councilmember Kaplan, to amend (5)(a) to change 15% to 25%.

Land Use Planner Sullivan pointed out that this change would open up SEPA review again. He pointed out that the current 15% is in keeping with the SEPA planned action ordinance.

MOTION WAS WITHDRAWN.

Councilmember Sherman suggested that staff may wish to go back and look at a SEPA process down the road to consider changing the 15% to 25% sometime in the next 6 to 12 months.

City Manager Piasecki noted he will have staff check the costs to have the consultant come in and re-open the SEPA to consider such an amendment.

VOTE ON MAIN MOTION: Motion passed unanimously.

AGENDA REVISION

Mayor Sheckler advised he will take New Business Item #2 prior to Council taking their break.

NEW BUSINESS

Southwest Suburban Sewer District Proposed ULID #79

City Manager Piasecki noted that Ms. McWehy (ED NOTE: see Comments From the Public) has been working to bring sewer services to an area where she owns property. He referenced a map included in Council's packet. He noted they are in the formative stage, petitions have been signed and presented to the District. They are just over 51% requirement, and there is some controversy as a few individuals wish to remove their names and the District is checking on whether or not that can occur based upon how State law reads. He informed Council that the City owns a piece of property contained within the proposed area that is our part of the Surface Water Pond along 1st Avenue near South 200th. He advised that the City has the ability to sign or not sign the petition because of the ownership of that property. He stated that because the property is undeveloped, and most likely will not be developed for quite some time, our assessment would be deferred, but if the property is ever developed then the assessment could be assessed. He advised that legal staff has spent some time researching this, and the Sewer District assures us that a deferment can happen.

Mayor Pro Tem Thomasson advised that ULIDs are complicated. He noted that the suggested costs shown in Council's packet are not necessarily what a preliminary assessment roll would be. He questioned how the District's method of assessment might be determined.

Jodi Baker, Senior Inspector with Southwest Suburban Sewer District, stated the assessment would be applied by parcel, by taking the total number of parcels, divided by the total dollar amount and that would be the assessment.

Mayor Pro Tem Thomasson commented that he could see where that method of assessment could be challenged. He noted he is still not clear on the City getting a deferral.

Assistant City Attorney Brown noted at this time, it is being inferred that the City will not receive any special benefit from the ULID and therefore will not be assessed. However, if the City ever develops the property then it would be assessed.

Mayor Pro Tem Thomasson stated he is in favor of the neighborhood getting sewers, but LIDs traditionally make "enemies of neighbors". He stated that it is his preference that the Agency form the LID by resolution, which then sets a trigger that at least 40% have to protest the formation. He advised when you sign a petition you are in effect signing a "blank check", essentially a contract which forces you to pay. He advised he would not be willing to have the City sign the petition which would drag everybody into having to play the game. However, if it was formed by the resolution method, he would not oppose it.

Councilmember Kaplan stated one of Council's responsibilities is protecting the public's health, welfare and safety. There is a problem in town, environmentally, with the fact that there are a number of failing septic systems. This impacts the streams and indirectly impacts the Sound. When you have a group of neighbors trying to make improvements to their neighborhood which benefits the City as a whole, it would be hard for us to turn aside. He noted it is unusual that the City has a direct stake in this as we are one of the property owners. Even with our signature, it is possible that they may not reach the percentage needed to complete the ULID. He has no objection to the City signing as he believes it is good public policy.

Upon questioning, Ms. Baker advised that there are problems developing with raw sewage coming out of the ground in the south end of the proposed ULID. She noted it is inevitable as septic systems do fail in time especially if they are not maintained properly. She further noted that the Church in this area is one parcel and they approached the Sewer District over concern of the amount of their frontal footage they could be charged for and the fact that they are a poor church, and requested they only be charged as a parcel. Noting that in the future, if the Church were torn down, the Sewer District could reserve the right to charge what is called a local facilities charge to future developers. She informed Council that based on the volume of water consumption at the Church it is just slightly over what a single family home would use.

Councilmember Sherman remarked that the Growth Management Plan encourages sewer systems and of course, it is just good public health policy. While there may be other ways to form an ULID, he is not opposed to the City signing the petition.

Mayor Pro Tem Thomasson stated he would have preferred that the City's surface water pond had been left out of the boundary of the ULID. He felt that for the City to sign the petition, knowing that it is not going to cost us anything, is troublesome to him in that if our signature causes the ULID to form and the City does not pay, we will most likely get bad press.

MOTION was made by Mayor Sheckler, seconded by Councilmember Pina, to authorize the City Manager to sign the petition on behalf of the City approving the proposed ULID #79 by Southwest Suburban Sewer District.

Councilmember Pina noted there are a significant number of failing septic systems in this area and the residents are willing to accept the ULID and if these systems do not get fixed it will impact the City's property in its current intended use. He supports the motion.

Upon questioning, Ms. McWethy informed Council that the District has already received over 51% signatures in support, so the City signing is not the deciding factor. She noted the residents in the area are well aware that the City owns land in the area and are relying on the City to step up and support the sewers as contained in the City's Comprehensive Plan, the Clean Water Act and under the Governor's direction.

Councilmember Sherman felt by not signing, the City is making a statement just as much as it would by signing.

Councilmember Scott questioned whether the cost of $22,739 per property is inclusive, or is it just the cost of assessment.

Ms. Baker advised that is just the cost of the assessment, and then there is a cost that the property owners incur to connect physically to the system. She noted that those costs can range widely. She further noted that most of the lots in this area are not big enough to support a replacement drain field.

VOTE ON MOTION: Motion passed 4 to 2 with Councilmember Scott and Mayor Pro Tem Thomasson opposed.

9:21 p.m. Mayor Sheckler announced Council will take a 10 minute break and then go into an Executive Session. City Attorney Bosmans noted Council will go into an Executive Session for approximately 15 minutes to discuss with legal counsel representing the City litigation or potential litigation to which the City is, or is likely, to become a party and about which public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the City.

Executive Session

Attendance: Mayor Bob Sheckler, Mayor Pro Tem Scott Thomasson, Councilmembers Dave Kaplan, Ed Pina, Carmen Scott and Dan Sherman. Absent: Councilmember Susan White. Also in attendance were City Manager Tony Piasecki, City Attorney Pat Bosmans and Planning, Building & Public Works Director Grant Fredricks.

At 9:48 p.m. the City Manager announced that the Executive Session will last approximately another 10 minutes.

No formal action was taken.

Adjournment - At 10:11 p.m. the Executive Session adjourned and Council returned to the regular meeting.

NEW BUSINESS CONTINUED

Suburban Cities Association Position on King County Emergency Medical Services Levy

Mayor Sheckler noted the purpose of this item is for the Council to provide direction to Councilmember Pina regarding the City's position on King County's proposed Emergency Medical Services Levy and how Councilmember Pina should vote at the upcoming meeting of the Suburban Cities Association's Public Issues Committee.

City Manager Piasecki noted this is in regards as whether to support the Levy as proposed by King County Council as an Excess Levy, versus a Levy Lid Lift.

Councilmember Sherman felt part of the issue with Emergency Medical Services is that we are supporting the rural area as more money comes from us, because the rural areas do not have the density of population to allow for the necessary services. He stated he is absolutely astounded that we have to keep reauthorizing this basic essential service. He feels that the Puget Sound area, King County in particular, have been leaders in the United States for the provision of these kind of services. He does not believe that we should be voting every year or so to provide these services as he feels it should be automatic. He suggested Councilmember Pina should convey this opinion that they should forge a system that is covered as an essential service. In regards to the immediate question, he felt this should have been handled by a Levy Lid Lift and if successful, at the end of the six year period they would be allowed to keep that level of taxation to continue to fund the service, even if some sort of adjustment may be needed then.

In regards to the Fire Districts supporting the levy as proposed, Councilmember Sherman pointed out they are supporting it because it does not take away from their ability to keep increasing the percentage citizens pay. In most cases levy rates go down as the value of the home goes up, but with the Fire levies the rates also increase with the value of the home. His bottom line was he will say yes this time, but never again.

Councilmember Pina commented that the suburban cities do pay more of the County tax, and the County does spend a disproportionate share of the money on unincorporated areas, and that message has been delivered from Des Moines.

Councilmember Sherman advised he is going to have to say no, because the last time we voted on this the County said that they would come up with a permanent solution, and they have not. He felt if we turn this down, they will find a way to fund it because it is an essential service.

Councilmember Pina noted that finding a solution will, in some cases, involve State law changes.

Mayor Sheckler stated he will support this, because the City cannot change what the Legislature should be changing. He felt if Councilmember Sherman is correct, then it should be incorporated into our statement the County must find a permanent solution.

Upon questioning, City Manager Piasecki advised that if this is not passed, 30 cents of property tax will go away.

Councilmember Sherman requested research to determine if he is correct that we were promised a permanent solution, then he would say go for "no". If that is not correct then he would say to support the Levy, but with a strong statement "never again" as this is an essential service that needs a permanent funding source.

Councilmember Kaplan expressed agreement with Councilmember Sherman, noting that the County used to fund this directly out of their operating revenues, without additional funds. He questioned what actually are the citizens of Des Moines getting from the County. We get funds taken away by the County, but we still have to pay the County to run an election in Des Moines, and to pay for EMS services. He felt it is important to communicate that we will not support this any more.

MOTION was made by Councilmember Kaplan, seconded by Mayor Pro Tem Thomasson, that Councilmember Pina be directed to vote in opposition to the proposed motion to be made at the upcoming meeting of the Suburban Cities Association's Public Issues Committee that recommends that SCA support King County Ordinance 15861, which provides for a regular property lax levy to fund emergency medical services.

It was noted that the Public Issues Committee will not be meeting before the next City Council meeting, therefore Councilmember Sherman suggested this matter be tabled until the next Council meeting, in order to study the legality of this subject without proper public notification.

Councilmember Kaplan felt there is no legal issue as Council is only informing our representative on an organization, Council's opinion, which is not a corporate decision directly to the public on a public matter.

Councilmember Sherman stated he would prefer providing a consensus opinion, instead of taking a vote.

Councilmember Pina advised that he would have no problem with postponing a decision until next week.

Councilmember Scott stated she would prefer the decision be postponed.

VOTE ON MOTION: Motion failed 4 to 2, with Councilmember Kaplan and Mayor Pro Tem Thomasson voting yes.

MOTION was made by Mayor Pro Tem Thomasson, seconded by Councilmember Pina, to place this item on next week's agenda. Motion passed 5 to 1 with Councilmember Kaplan opposed.

OLD BUSINESS

Des Moines Zoning Code Update

Upon questioning as to what staff needed regarding this item, Planning Manager Lathrop noted that Council had asked to see the next section of the document in the new format.

City Manager Piasecki stated that if some Councilmembers have some specific issues or concerns they can work directly with staff, but if most are comfortable we can just move on to the next step.

At 10:30 p.m. **MOTION** was made by Councilmember Kaplan and seconded, to extend the meeting 30 seconds. Motion passed

Planning Manager Lathrop advised the notebook is set up so that the information behind the first tab basically shows how the document has been reorganized and it is done in track changes and a footnoted version. Tab 2 is basically the text with those changes already accepted, so Council has the ability to read it without having to read the track changes. Also, the Zoning Code, as it exists today is provided as an appendix for Council's reference.

Mayor Pro Tem Thomasson remarked he is content with the format, but noted some of the definitions are not grouped as well as could be, which is more of a content issue than formatting.

At 10:31 p.m. **MOTION** was made by Councilmember Kaplan and seconded by Councilmember Scott to extend the meeting one minute. Motion passed.

Councilmember Scott remarked that in regards to different items like signs, there is no one place to look. She felt the code should be set up in this manner so a layman could locate a specific category and find what they need, making it more user friendly.

Planning Manager Lathrop stated the goal was to do glaring text edit things, then consolidate all of the definitions into one section.

NEXT MEETING DATE - August 2, 2007

ADJOURNMENT

10:32 p.m. the meeting adjourned by time expiring.

Respectfully submitted,

Denis Staab, City Clerk

ACTION ITEMS FROM July 26, 2007 MEETING

- Report from South King Fire & Rescue on revenue increases relative to rate of inflation
- Check cost of having consultant to re-open SEPA (% of commercial) for Pacific Ridge
- Determine whether the County promised to find a permanent solution at the time of the last Emergency Medical Services Levy

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Real Estate and Economic Development Consultant Contract -- Des Moines Creek Business Park

FOR AGENDA OF: August 16, 2007

DEPT. OF ORIGIN: Planning, Building & Public Works

ATTACHMENTS:

1: Contract for Real Estate and Economic Development Services Between the City of Des Moines and ClearPath, LLC, 9/29/06 with contract amendment approved 1/25/07.
2: Draft Contract Addendum/Amendment

DATE SUBMITTED: August 8, 2007

CLEARANCES:
[X] Planning, Building & Public Works
[X] Legal
[X] Finance ____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: ____

Purpose and Recommendation

The purpose of this agenda item is to request Council approval on a contract amendment with ClearPath, LLC for additional real estate and economic development consultant services to the City for the Des Moines Creek Business Park.

Suggested Motions

"I move to authorize the City Manager to sign the $75,000 contract amendment with ClearPath, LLC for real estate and economic development consultant services for the DesMoines Creek Business Park Project proposals, substantially in the form as submitted, and to direct the Finance Director to include funds for this contract in the next budget amendment."

Background

In September 2006, the City Managed hired Rob Larsen and his firm ClearPath, LLC, under the City Manager's $20,000 contracting authority using 2006 budgeted funds, to serve as real estate advisor to the City and provide guidance to the City and staff regarding decisions and milestones for the project.

As staff explained when City Council was briefed on the DMCBP on December 7, 2006, ClearPaths's efforts extended beyond pure advice to the City to assistance in facilitating the process of working with Port staff and joint project management. With their help, the efficiency, pace and effectiveness of joint Port/City planning had greatly accelerated, shaving months off the expected schedule and saving countless precious staff hours. The result, however, was a contract spending rate that reached the limit of the City Manager's contract authority.

The City Council, at its January 25, 2007 Council Meeting, authorized the City Manager to sign a $35,000 contract amendment with ClearPath bringing the total contract amount to $55,000, and further agreed that ClearPath should continue to provide process facilitation and management with costs shared equally by the Port and City. The Port decided against entering into an interlocal agreement with the City for this joint facilitation and, instead, contract separately with ClearPath for their share to avoid the appearance of any conflict of interest.

Discussion

ClearPath has reached the limit of their $55,000 contract and the contract must be amended if their support is to continue. Extending ClearPath's real estate and economic development support to the City is critical at this point in time given the urgency and economic benefits of moving forward on completing the sale of City rights-of-way, vacating those rights-of-way and underlying plats, completing the Port's solicitation and selecting a master developer, reviewing and approving that developer's master plan, considering additional changes to the City's development regulations, finalizing a Second Development Agreement, and starting construction.

The proposed $75,000 amendment to complete the remaining work in support of the Des Moines Creek Business Park would bring the total contract not-to-exceed amount to $130,000. Billings against this contract will be based on actual contractor time spent working on the project.

Financial Impact

The additional $75,000 for the consultant contract will be provided by a budget amendment using the General Fund's fund balance. The budget amendment will be included in the next budget amendment ordinance presented to the City Council for approval.

Recommendation

Staff requests that Council approve the proposed motion.

CONTRACT FOR REAL ESTATE DEVELOPMENT SERVICES BETWEEN THE CITY OF DES MOINES AND CLEARPATH, LLC

THIS CONTRACT is made and entered into this 26th day of September, 2006, by and between the CITY OF DES MOINES, Washington, hereinafter called the "City," and ClearPath, LLC, hereinafter called the "Consultant."

WHEREAS, the City is working with the Port of Seattle to develop Port-owned property in Des Moines (hereinafter called the Des Moines Creek Business Park or DMCBP); and

WHEREAS, the City and the Port have entered into a development agreement that outlines the process that will be followed in the effort to develop the DMCBP; and

WHEREAS, the City and the Port are currently drafting a second development agreement further implementing development of the DMCBP; and

WHEREAS, the City will require analysis and advice regarding real estate, economic development, and potential/desirable businesses issues pertaining to the development of the DMCBP; and

WHEREAS, the City may, from time-to-time, require such analysis and advice in regards to other potential developments or areas of the City; and

WHEREAS, Consultant has the expertise, knowledge, and experience to provide such analyses and advice to the City;

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 following services identified in the Scope of Work which is attached to this document as "Exhibit A" and shall be considered part of this contract.

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

ATTACHMENT 1

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 Seattle, 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.

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 noted in the "Scope of Work and Billing/Expense Rates" in Exhibit A in a total amount not to exceed $20,000.

The Consultant shall submit invoices in a timely manner, in a form as directed by the City's authorized representative(s). Invoices shall be paid within thirty (30) days of receipt. 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 fee proposal.

5. ***Term and Termination.*** The term of this Contract shall continue from the date of execution until the $20,000 total compensation amount has been reached or is terminated by either party with 30 days written notice. This Contract may be extended beyond the $20,000 total compensation amount upon written agreement of both parties, upon approval by the City Council of the City of Des Moines.

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, defend, 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 or equivalent 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 Consultant's Commercial General Liability insurance policy by means of an additional insured endorsement 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 $1,000,000 per claim and $1,000,000 policy aggregate limit.

c) Other Insurance Provisions

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

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

2. The Consultant's Insurance carrier(s) shall endeavor to notify the City within thirty (30) days of its intent to cancel the Consultant's

insurance policies, except the notification period shall be ten (10) days in the event of non-payment of the premium by the Consultant. The Consultant agrees not to cancel its insurance policies without thirty (30) days prior written notice to the City.

d) Acceptability of Insurers

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

e) Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not 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.

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

By____________________
Anthony A. Piasecki
Its: City Manager
21630 11th Avenue S, Suite A
Des Moines, WA 98198

Dated 9/29/06

CLEARPATH, LLC

By____________________
Rob Larsen
Its: ____________________
815 Western Avenue, Suite 300
Seattle, WA 98104

Dated ____________________

APPROVED AS TO FORM:

____
Linda A. Marousek

Des Moines City Attorney

CONTRACT ClearPath, LLC

CONTRACT ADDENDUM/AMENDMENT

This is an addendum/amendment to that contract dated September 29, 2006 between the City of Des Moines and ClearPath, LLC.

Paragraph 4 of said contract is changed to read as follows:

"In consideration for the complete and faithful performance of the Contract, the Consultant shall be paid as noted in the Scope of Work and Billing/Expense Rates" in Exhibit A in a total amount not to exceed $55,000."

Except as modified hereby, all terms and conditions of said contract shall remain in full force and effect.

IN WITNESS WHEREOF, four (4) identical counterparts of this Contract Addendum/Amendment, each of which shall be deemed an original, have been executed by the parties this 8th day of June, 2007.

CITY OF DES MOINES

By Anthony A. Piasecki
Its City Manager
By Direction of the Des Moines City Council in Open Public Meeting on January 25, 2007.

21630 11th Avenue So.
Des Moines, WA 98198

Dated 6/12/07

(Name of Contractor)

By [signature]
Its Principal

815 Western Ave #300
Seattle WA 98104

Dated 6/8/07

APPROVED AS TO FORM:

P. Bosmer

City Attorney

CONTRACT ADDENDUM/AMENDMENT

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Paragraph 4 of said contract is changed to read as follows:

"In consideration for the complete and faithful performance of the Contract, the Consultant shall be paid as noted in the Scope of Work and Billing/Expense Rates" in Exhibit A in a total amount not to exceed $130,000."

Except as modified hereby, all terms and conditions of said contract shall remain in full force and effect.

IN WITNESS WHEREOF, four (4) identical counterparts of this Contract Addendum/Amendment, each of which shall be deemed an original, have been executed by the parties this ________ day of _________, 2007.

CITY OF DES MOINES	(Name of Contractor)
By Anthony A. Piasecki Its City Manager By Direction of the Des Moines City Council in Open Public Meeting on August 16, 2007.	By____________________ Its____________________
21630 11th Avenue So. Des Moines, WA 98198	____________________ ____________________
Dated____________________	Dated____________________

APPROVED AS TO FORM:

P Brennan
____
City Attorney

ATTACHMENT 2

CONSENT CALENDAR
Item #4

AGENDA ITEM

SUBJECT: PSE Gas Easement within Des Moines Beach Park for the Auditorium and Sun Home Lodge

ATTACHMENTS:

1. Map of site showing proposed gas route
2. Easement Agreement

AGENDA OF: August 16, 2007

DEPT. OF ORIGIN: Planning, Building and Public Works

DATE SUBMITTED: August 8, 2007

CLEARANCES:
[X] PB&PW
[X] Legal P. Bosma

APPROVED BY CITY MANAGER FOR SUBMITTAL:

Purpose and Recommendation:
The purpose of this item is to grant Puget Sound Energy (PSE) a non-exclusive utility easement within Des Moines Beach Park so that gas service can be provided to the Auditorium and Sun Home Lodge

Suggested Motion:

"I move to grant Puget Sound Energy a non-exclusive utility easement for gas service within Des Moines Beach Park for the Auditorium and Sun Home Lodge per Attachment 2."

Background:
As part of the Auditorium and Sun Home Lodge remodeling projects, we need to have natural gas available. PSE has indicated they can provide the needed service. A design is currently in process. PSE needs to have this easement in place prior to any work taking place on this gas line extension.

Discussion:
Having natural gas available to both the Auditorium and Sun Home Lodge will result in lower energy bills, more efficient heating/cooking ability, and will possibly attract more renters.

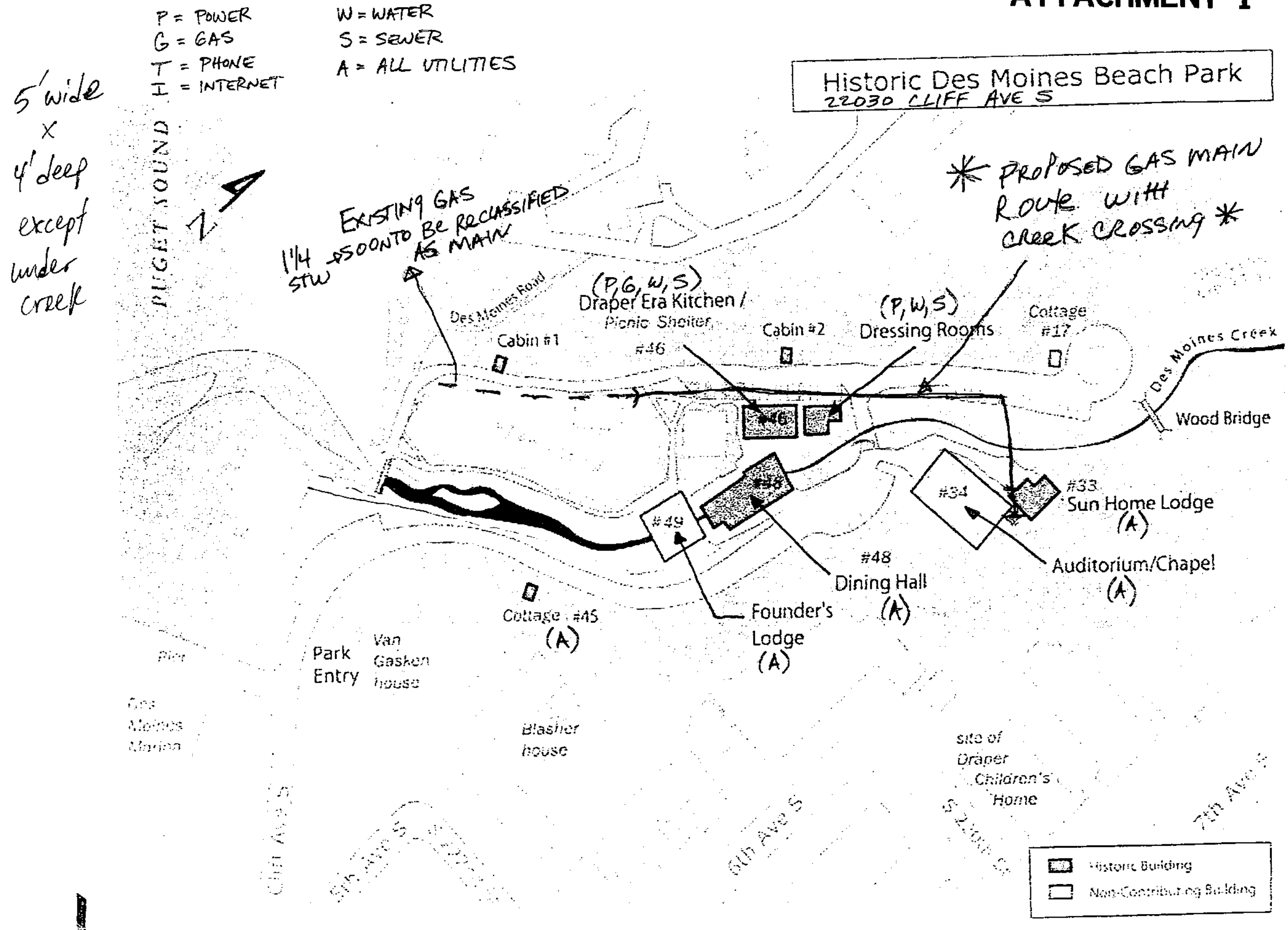
Alternatives:
If Council does not grant the PSE easement, we will have to redesign the Auditorium for another source of heat; thus causing additional delay and costs to the City.

Financial Impact:
Design of the gas line extension costs the City a one-time, non-refundable fee of $19,610.00.

Recommendation/Conclusion:
Staff recommends that Council approve the PSE non-exclusive utility easement per Attachment 2.

Concurrence:
Legal has reviewed and approved the language as well as content included in the PSE easement.

ATTACHMENT 1



RETURN ADDRESS:
Puget Sound Energy, Inc.
Attention: R/W Department
PO Box 90868, EST-06W
Bellevue, WA 98009-9868

EASEMENT

REFERENCE #:
GRANTOR: **CITY OF DES MOINES**
GRANTEE: **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **SW ¼ Sec. 08, Twp. 22N, Rg. 04E, W.M.**
ASSESSOR'S PROPERTY TAX PARCELS: **200900-2860 and 200900-3390**

For and in consideration of One Dollar ($1.00) and other valuable consideration in hand paid, **CITY OF DES MOINES,** a municipal corporation of the State of Washington, ("Grantor" herein), hereby conveys and warrants to **PUGET SOUND ENERGY, INC.,** a Washington Corporation ("Grantee" herein), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along across and through the following described real property ("Property" herein) in **KING** County, Washington:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

An Easement Area __10__ feet in width having __5__ feet of such width on each side of a centerline described as follows:

THE CENTERLINE OF GRANTEE'S FACILITIES AS CONSTRUCTED OR TO BE CONSTRUCTED, EXTENDED OR RELOCATED WITHIN THE REAL PROPERTY AS DESCRIBED IN EXHIBIT "A".

1. Purpose. Grantee shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, and enlarge one or more utility systems for purposes of transmission, distribution and sale of gas. Such system may include, but are not limited to:

Underground facilities. Pipes, pipelines, mains, laterals, conduits, regulators and feeders for gas; fiber optic cable and other lines, cables and facilities for communications, semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, Grantee may, from time to time, construct such additional facilities as it may require for such systems. Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.

2. Easement Area Clearing and Maintenance. Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. Grantee shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

3. Grantor's Use of Easement Area. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not construct or maintain any buildings, structures or other objects on the Easement Area and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent.

4. Indemnity. Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

5. Abandonment. The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event, this easement shall terminate and all rights hereunder, and any improvements remaining in the Easement Area, shall revert to or otherwise become the property of Grantor; provided, however, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its systems on the Easement Area within any period of time from the date hereof.

WO# 107028459 / RW-065397
OP Map 216.068 / Plat Map 219.070
ses

ATTACHMENT 2

6. Successors and Assigns. Grantee shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

DATED this ________ day of ____________________________, 2007.

GRANTOR:
The City of Des Moines, a municipal corporation of the State of Washington

By direction of the Des Moines City Council in open public meeting on ____________________, 2007.

GRANTOR:
City of Des Moines, a Washington municipal corporation

BY:_______________________________

____
Its City Manager

Attest:

BY: _______________________________
Des Moines City Clerk

Approved as to form:

BY: P. Bozman
Des Moines City Attorney

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this __________ day of ____________________, 2007, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ______________________________, and ______________________________ to me known to be the ______________________________ and ____________________________ of the municipal corporation that executed the within and foregoing instrument, and acknowledged the same to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned and on oath stated that ______ are authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

____

____
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at ______________________________
My appointment expires____________________

Notary seal, text and all notations must be inside 1" margins

EXHIBIT 'A'

Attached hereto and made a part hereof Easement dated _______________, 2007
By and between
City of Des Moines, a municipal corporation of the State of Washington, as Grantor
And
Puget Sound Energy, Inc., a Washington corporation, as Grantee.

Assessor's Parcel Nos. 082204-2860 and 082204-3390

PARCEL A:

Lots 10, 11, 12, and 13, Block 3, The Town of Des Moines, according to the plat thereof recorded in Volume 3 of Plats, page 165, in King County, Washington;
EXCEPT portion of said Lot 10 deeded to King County for road;

TOGETHER WITH those portions of vacated 6th Street as originally platted, and vacated alley adjacent which attach by operation of law.

PARCEL B:

That portion of Blocks 4 and 5, The Town of Des Moines, according to the plat thereof recorded in Volume 3 of Plats, page 165, in King County, Washington; and of the vacated alley lying between said Blocks 4 and 5, and that portion of the vacated east 15 feet of 6th Avenue South adjacent to said Block 5, lying easterly and southerly of the following described line:

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Beginning on the north line of said Block 4, at a point 5 feet east of the northwest corner thereof;
thence south parallel with the west line of said block to the south line of Lot 3 in said Block 4;
thence southeasterly in a straight line, 75 feet more or less, to a point on the south line of Lot 6 in said Block 4, a distance of 20 feet east of the southwest corner thereof;
thence southerly in a straight line, 100 feet more or less, to a point on the south line of Lot 10 in said Block 4, a distance of 10 feet east of the southwest corner thereof;
thence southwesterly in a straight line 115 feet, more or less, to a point on the south line of Lot 15 of said Block 5, distant 107.94 feet northeasterly from a point on the westerly production of the south line of Lot 16 of said Block 5, 15 feet west of the southwest corner of said Lot 16;
thence southwesterly in a straight line 107.94 feet to said point on the westerly production of said south line of Lot 16, and the terminus of said line;

TOGETHER WITH those portions of vacated South 218th Street adjacent to the south, and vacated 7th Avenue South adjacent on the east which attach by operation of law;
EXCEPT any portion of the above described Tract lying within Marine View Drive.

PARCEL C:

Lots 9 through 16, inclusive, Block 22, The Town of Des Moines, according to the plat thereof recorded in Volume 3 of Plats, page 165, in King County, Washington;

TOGETHER WITH those portions of vacated alley adjacent, vacated 4th Street as originally platted adjacent, and vacated Spruce Street adjacent which attach by operation of law.

PARCEL D:

All of Block 23, The Town of Des Moines, according to the plat thereof recorded in Volume 3 of Plats, page 165, in King County, Washington;

TOGETHER WITH those portions of vacated alley adjacent, vacated Grand Avenue as originally platted adjacent, and vacated Spruce Street as originally platted adjacent, which attach by operation of law.

EXHIBIT 'A'

continued

Attached hereto and made a part hereof Easement dated ________________, 2007

By and between

City of Des Moines, a municipal corporation of the State of Washington, as Grantor

And

Puget Sound Energy, Inc., a Washington corporation, as Grantee.

PARCEL E:

Lots 1 through 14, inclusive, Block 24, The Town of Des Moines, according to the plat thereof recorded in Volume 3 of Plats, page 165, in King County, Washington;

TOGETHER WITH those portions of vacated alley adjacent, vacated Maple Street as originally platted adjacent, and vacated Grand Avenue as originally platted adjacent, which attach by operation of law.

PARCEL F:

The west 110 feet of Lots 15 and 16, Block 24, The Town of Des Moines, according to the plat thereof recorded in Volume 3 of Plats, page 165, in King County, Washington;

TOGETHER WITH the north 26 feet of vacated 219th Street adjacent, and that portion of vacated Grand Avenue as originally platted adjacent which attaches by operation of law.

PARCEL G:

The west 110 feet of Lots 1, 2, 3, and 4, Block 33, The Town of Des Moines, according to the plat thereof recorded in Volume 3 of Plats, page 165, in King County, Washington;

TOGETHER WITH the southerly 54 feet of vacated Spruce Street as originally platted adjacent, and that portion of vacated Grand Avenue as originally platted adjacent which attach by operation of law.

PARCEL H:

Lots 1 through 11, inclusive, Block 34, The Town of Des Moines, according to the plat thereof recorded in Volume 3 of Plats, page 165, in King County, Washington;

TOGETHER WITH those portions of vacated alley adjacent, vacated Spruce Street as originally platted adjacent and vacated Grand Avenue as originally platted adjacent, which attach by operation of law.

PARCEL I:

All of Block 35, The Town of Des Moines, according to the plat thereof recorded in Volume 3 of Plats, page 165, in King County, Washington;

TOGETHER WITH those portions of vacated alley adjacent, vacated 4th Street adjacent, vacated Puyallup Street as originally platted adjacent, and vacated Spruce Street as originally platted adjacent, which attach by operation of law.

PARCEL J:

Lots 5 through 16, inclusive, Block 36, The Town of Des Moines, according to the plat thereof recorded in Volume 3 of Plats, page 165, in King County, Washington;

TOGETHER WITH those portions of vacated alley adjacent, vacated 4th Street as originally platted adjacent, and vacated Puyallup Street as originally platted adjacent, which attach by operation of law.

EXHIBIT 'A'

continued

Attached hereto and made a part hereof Easement dated __________________, 2007

By and between

City of Des Moines, a municipal corporation of the State of Washington, as Grantor

And

Puget Sound Energy, Inc., a Washington corporation, as Grantee.

PARCEL K:

Lots 1 through 16, inclusive, Block 40, The Town of Des Moines, according to the plat thereof recorded in Volume 3 of Plats, page 165, in King County, Washington;

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TOGETHER WITH the vacated westerly 10 feet of Cliff Avenue adjacent;

AND TOGETHER WITH second class tidelands in front of said Lots 5 through 8, inclusive, and the north 16.33 feet of said Lot 9;

AND TOGETHER WITH all second class tidelands to the line of extreme low tide and in front of that part of Lot 2, Section 8, Township 22 North, Range 4 East, W.M., in King County, Washington, which borders upon the line of ordinary high tide, described as follows:

Beginning at the point where the northwest line of Vashon Avenue, as shown on the plat of The Town of Des Moines, intersects said high tide line 41 feet to the True Point of Beginning;
thence northwesterly along said high tide line, 3 chains to the terminal point of this description;
EXCEPT those second class tidelands fronting and abutting said Lots 13, 14, 15, and 16, as conveyed to the City of Des Moines by deed recorded under King County Recording Number 7903160873.

PARCEL L:

Lots 1 through 8, inclusive, and Lots 17 through 26, inclusive, All in Block 41, The Town of Des Moines, according to the plat thereof recorded in Volume 3 of Plats, page 165, in King County, Washington;

TOGETHER WITH that portion of vacated Fourth Street as originally platted adjacent to said Lots 1 through 7, inclusive, which attaches by operation of law;

AND TOGETHER WITH that portion of vacated Puyallup Street as originally platted adjacent which attaches by operation of law;

AND TOGETHER WITH the vacated easterly 10 feet of Cliff Avenue which attaches by operation of law.

PARCEL M:

That portion of Lots 1 through 7, inclusive, Block 42, The Town of Des Moines, according to the plat thereof recorded in Volume 3 of Plats, page 165, in King County, Washington, lying west of a line drawn from the northeast corner of said Lot 1 to the southwest corner of said Lot 7;

TOGETHER WITH those portions of vacated Puyallup Street as originally platted adjacent and vacated 4th Street as originals platted adjacent, which attach by operation of law.

PARCEL N:

Lot 7, Covenant Beach Estates, according to the plat thereof recorded in Volume 108 of Plats, page 20, in King County, Washington.

PARCEL O:

Lots 13 through 24, inclusive, Block 39, The Town of Des Moines, as recorded in Volume 3 of Plats, page 165, Records of King County, Washington;

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EXCEPT the northeasterly 20 feet of said Lots 13 through 18, inclusive;

TOGETHER WITH second class tidelands abutting said Lots 19 through 24, inclusive.

All being a portion of the southwest quarter of Section 8, Township 22 North, Range 4, W.M.

CONSENT CALENDAR
Item #5

AGENDA ITEM

SUBJECT: Des Moines Beach Park Historic Buildings Rehabilitation Projects

ATTACHMENTS:
A) BOLA Contract for Architectural & Engineering Services
B) 2007 Capital Improvement Plan Project Request Forms

FOR AGENDA OF: August 16, 2007

DEPT. OF ORIGIN: Parks, Recreation & Senior Services

DATE SUBMITTED: August 9, 2007

CLEARANCES:
X] Parks, Recreation & Senior Services ______
[x] City Attorney ______

APPROVED BY THE CITY MANAGER FOR SUBMITTAL ______

Purpose and Recommendation:
The purpose of this agenda item is to request Council approval of the Agreement between the City and BOLA Architecture and Planning for the Des Moines Beach Park Historic Buildings Rehabilitation Projects to include the Dining Hall, Sun Home Lodge, Picnic Shelter and Restroom.

Policy Statement:
City Council approved 2007 Capital Improvement Project Requests for the rehabilitation of Des Moines Beach Park historic buildings. Request is for approval to initiate the contract for the design, engineering, construction documents and permitting work for those projects.

Suggested Motion: "I move to approve the Contract for Architectural & Engineering Services between the City of Des Moines and BOLA Corporation for Rehabilitation of Des Moines Beach Park historic buildings in the amount of $253,447, plus 10% contingency and authorize the City Manager to sign the Agreement substantially in the form as submitted."

Background:
The Dining Hall, Sun Home Lodge, Picnic Shelter, and Restroom Building are part of the Des Moines Beach Park Historic District, which is listed on the City, King County, State and National Historic Registers.

The City of Des Moines has commissioned numerous studies in recent years such as the Parks, Recreation and Senior Services Master Plan, Des Moines Beach Park Master Plan Update, Des Moines Beach Park Conservation Guidance and Advocacy Report, the Des Moines Economic Development Plan that have identified the reuse of the Des Moines Beach Park facilities for public recreation and downtown economic benefit.

Beginning in 2005, numerous rehabilitation projects were approved and funded by City Council in the Capital Improvement Plan. BOLA Architecture and Planning was selected and hired to provide Architectural & Engineering Services and to serve as Historic Preservation Consultant for the projects because of their expertise in the rehabilitation of historic recreation structures. In 2006, BOLA also provided the City with a Beach Park Building Flood Damage Assessment that identified additional flood related building repairs and costs estimates for the repairs. These repairs will be incorporated into the overall rehabilitation plans. All work performed on the buildings and grounds are guided by the *Secretary of the Interior's Standards for the Treatment of Historic Properties* and received a Certificate of Appropriateness from the local King County Preservation Office for design approval.

Discussion:
BOLA's scope of work for Programming, Design, Construction Documents, and Cost Estimating will include: 1) two site visits to measure the buildings; 2) provision of CAD Plans, elevations, and sections of existing conditions; 3) programming; 4) concept sketches and cost estimates for the four buildings; 5) design and construction documents and specifications suitable for permitting and bidding; 6) phasing options; 7) up to three meetings to present options and design; 8) one meeting each with the Des Moines Building Department, City Council, and King County Landmarks Commission.

Dining Hall Scope of Work: Lift the building in place above the 100 yr flood level (and temporary raising for FEMA and flooding mitigation if needed); Repair flood damage and reconstruct foundation and repair framing and exterior decks and stairs; Replace kitchen flooring and restore wood flooring at Dining Hall and Kaffe Stuga Expansion; Refurbish windows and doors; Add sheathing and repair framing; New shingle roofing; gutters and downspouts; Remove below-building plumbing, reroute in building; Rehab attic and restore "cool room"; Repair and paint exterior siding and trim; Minimal interior mechanical improvements; Fire suppression system; Add exterior lighting; ADA modifications for restrooms and accessibility

Sun Home Lodge Scope of Work: Connect gutter and downspouts to storm drainage; Improve site drainage to remove standing water from below the building and the site; Remove vegetation from against and adjacent to the building; Restore windows and doors; re-glaze windows in-kind and remove Plexiglas coverings; Remove non-original vertical aluminum windows and horizontal fixed-pane windows; Repair deteriorated and replace missing siding and corner boards in-kind; Scrape, prime and repaint the building and window sash, sills, and casings; Maintain an open crawl space beneath the building to facilitate ventilation; Repair and rebuild deck and exterior stairways and revise for improved access from Auditorium; Rebuild foundation; Clean roof; Redesign interior spaces to include: catering kitchen, meeting rooms; Update restrooms to ADA standards; Lighting (as needed); Fire suppression system (if required)

Picnic Shelter Scope of Work: Clean up interior and restore concrete floor; Replace deteriorated framing; Remove stored materials; Rebuild chimney and cooking area; Add sheathing and repair framing; New shingle roofing; gutters and downspouts; Install heaters for year round use (+ fuel source); Repair and repaint exterior; Refurbish windows; Repair vending area pulleys; Restore concrete post plinths

For the Restroom Building, the final disposition is unclear at this time. Options include: 1) mothballing - stabilizing the building to allow it to remain on the site as a non-public, visible remnant of its previous use; 2) relocation to another portion of the site and reopening it is a restroom facility; or 3) documentation and removal of the building from the site. These options will need to be explored further with the King County Landmarks Commission, and the State Department of Archeology and Historic Preservation.
Project Schedule

If approval to proceed with this project is received by the City Council in August 2007, BOLA proposes the following schedule. The schedule will be adjusted accordingly if the agreement is delayed. The project target dates are as follow:

Notice to Proceed	by August 20, 2007
Phase 1	
Design Phases and Cost Estimating (22 weeks)	August 20–January 15, 2008
Environmental Permitting Design (10 weeks)	September 6-November 5, 2008
Environmental Permitting (26 weeks)	December 3, 2007–May, 2008
Building Phasing Options (2 weeks)	by February 1, 2008
Phase 2	
CDs for Selected Building Option(s) (16 weeks)	February 15–June 6, 2008
Building Permitting (8-10 weeks)	June–September 2008
Bidding and Contracting (4 weeks)	October 2008
Phase 3	
Creek and Foundation Construction (12 weeks)	July–September, 2008
Building Construction (52 weeks)	November 2008–November 2009

A construction budget of $1,660,000 has been identified by the City of Des Moines for the work on the four buildings, exclusive of design, engineering, permits, construction, building equipment, exterior drainage, contingencies, and sales tax. BOLA recommends that an additional budget for adjacent site work, utilities, and drainage be added to this budget, if it is not already being considered in another project.

Financial Impact:
The three rehabilitation project budgets were identified in the City of Des Moines 2007 Capital Improvement Plan and have been updated for the 2008 CIP to include additional grant funds awarded by the State. The updated budgets are as follows: $2,186,982 is budgeted for the Dining Hall (budget increased due to increased funding from State grant), $195,902 is budgeted for the Picnic Shelter and Restroom Building and $315,005 is budgeted for the Sun Home Lodge. These budgets are inclusive of design, engineering, permitting, construction, utilities and building equipment. Individual CIP Budget Requests are attached as Attachment B. Architecture and Engineers fees associated with this contract are $253,447 and are approximately 9.5% of the overall projects budgets.

Recommendation/Conclusion:
Administration recommends that Council approve the contract with BOLA Corporation for Des Moines Beach Park historic buildings projects.

Concurrence: None provided.

CONTRACT
For
ARCHITECTURAL & ENGINEERING SERVICES
Between
THE CITY OF DES MOINES
And
BOLA CORPORATION

THIS CONTRACT is made and entered into as of the 17th day of August 2007, between the CITY OF DES MOINES, a Washington Municipal Corporation (the "City") and BOLA CORPORATION, a Washington Corporation, dba BOLA Architecture + Planning ("Consultant").

WHEREAS, the City has requested assistance in providing architectural and engineering services for the rehabilitation of the Des Moines Beach Park Dining Hall, Sun Home Lodge, Picnic Shelter and Restroom Building (the "Project"); and

WHEREAS, Consultant has agreed and is qualified to provide and perform the requested services;

THEREFORE, in consideration of the promises and covenants set forth herein, it is agreed as follows:

1. ***Scope of Service.*** The Consultant shall provide the services identified in Attachment A, Scope of Work- Tasks for Programming, Design, Construction Documents, and Permitting for Des Moines Beach Park Dining Hall, Sun Home Lodge, Picnic Shelter and Restroom Building to include schematic design, design development, construction documents, and subconsultant fees, and emergency FEMA flood damage assessment for historic building rehabilitation. All work is to be done in accordance with City, County and State laws and ordinances and Secretary of Interior's Standards for the Treatment of Historic Properties.

2. ***Consultant's Obligations.*** 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 shall be 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 reproducible IBM compatible disc copies of all original documents, drawings, designs, and reports 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 Seattle, Washington. Consultant shall make such data, documents, and files available to 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. Any use or reuse of the documents, data, and files created by Contractor 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 Park and Recreation Director has authorized payment to Consultant of no more than $15,500.00 for emergency FEMA flood damage design and temporary structural, architectural and civil work; $237,947.00, for programming, design, construction documents and permitting for historic buildings rehabilitation. The Consultant shall bill on an hourly basis for all progress performed to the date of invoice generation. The Consultant shall submit invoices in a timely manner, in a form as directed by the City's authorized representative(s). Invoices shall be paid within thirty days (30) of receipt. 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 Attachment A.

5. Term. The term of this Contract shall be no longer than thirty two months (32) 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 the City, officials, employees and volunteers from damages, to the extent caused by the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries or 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 consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party except after thirty (30) days prior written notice.

d) Acceptability of Insurers

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

e) Verification of Coverage

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

13. Dispute Resolution Procedures.

a) ***Mediation/Arbitration***. 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. ***Business Licenses.*** The Contractor and all subcontractors that perform work on this project shall obtain a City of Des Moines business license per Des Moines Municipal Code Chapter 5.04.020. Information and forms can be found on the City website at www.desmoineswa.gov.

15. ***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.

16. ***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.

17. ***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.

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

19. ***Concurrent Originals.*** This Contract may be signed in counterpart originals.

20. ***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

By____________________
Anthony Piasecki
City Manager
21630 11th Avenue South
Des Moines, WA 98198
Dated____________

BOLA CORPORATION

By________________________
Rhoda A. R. Lawrence
Principal
320 Terry Avenue N.
Seattle, WA 98109
Dated____________

APPROVED AS TO FORM:

____
Richard S. Brown
Assistant City Attorney of Des Moines

Attachment A
BOLA Architecture + Planning
Scope of Work

Project Understanding
The Dining Hall, Sun Home Lodge, and Picnic Shelter are part of the Des Moines Beach Park Historic District, which is listed on the county, state, and National Registers. All work performed on the buildings and the grounds should be guided by the *Secretary of the Interior's Standards for the Treatment of Historic Properties*, and reviewed and approved by the King County Landmarks Commission.

Dining Hall
Built in 1934, the two-story Dining Hall straddles the Des Moines Creek on a 44' x 110 post and beam wood frame structure. Essentially rectangular in shape, the building has a few subsequent additions. The exterior cladding is horizontal wood siding, and vertical board and batten, with painted wood trim. The windows are wood, in a variety of fenestration patterns and types. The cross-gabled roof structure is clad in asphalt shingles. Interior volumes consist of a large dining area, with an adjacent kitchen with short-term sleeping quarters above. Wood trusses with metal truss rods and decorative wood brackets define the visual character of the dining hall volume.

Sun Home Lodge
Built in circa 1934 as the girls' dormitory, this two-story wood framed building has a 24' x 50' footprint, plus a 10' x 24' entry and perimeter deck The L-shaped building is sited on a deteriorating wood post and beam foundation, and is clad on the exterior with a combination of wood shakes and wood siding with rusticated rounded edges and corner boards. The windows are generally wood casements with multiple-panes. The interior arrangement consists of a central, double-loaded hallway on each floor, with bedrooms and common bathrooms.

Picnic Shelter
Built in the 1920s, this one-story, 36' x 52' structure features a T-shaped footprint, with an exposed wood frame on a concrete foundation. Asphalt shingles cover the dual pitched, side gable roof, and horizontal wood siding clads the building's enclosed short sides. The long sides are open, with a brick chimney and fireplace on the east end of the open volume.

Restroom (aka Woodshop)
This one-story, 28' x 54' building occupies a rectangular footprint. It was constructed in 1945 as a woodshop, and later converted to a restroom facility. It has a concrete foundation, with a wood frame structure; asphalt roof shingles; and horizontal wood siding. A covered walkway connects this building with the Picnic Shelter.
In recent years, flooding has caused extreme structural and physical damage to all of the buildings, requiring their closure. We understand it is now the City's intent to explore and execute one of the following options: 1)
mothballing - stabilizing the building to allow it to remain on the site as a non-public, visible remnant of its previous use; 2) relocation to another portion of the site and reopening it is a restroom facility; or 3) documentation and removal of the building from the site.

A construction budget of $1,660,000 has been identified by the City of Des Moines for the work on the four buildings, exclusive of design, engineering, permits, construction, building equipment, exterior drainage, contingencies, and sales tax. BOLA recommends that an additional budget for adjacent site work, utilities, and drainage be added to this budget, if it is not already being considered in another project.

Scope of Work
BOLA's scope of work for Programming, Design, Construction Documents, and Cost Estimating will include: 1) two site visits to measure the buildings; 2) provision of CAD Plans, elevations, and sections of existing conditions; 3) programming; 4) concept sketches and cost estimates for the four buildings; 5) design and construction documents and specifications suitable for permitting and bidding; 6) phasing options; 7) up to three meetings to present options and design; 8) one meeting each with the Des Moines Building Department, City Council, and King County Landmarks Commission.

For the Dining Hall, BOLA has assumed the following scope:
• Lifting the building in place above 100 yr flood level (and temporary raising for FEMA and flooding mitigation (if needed)
• Repair flood damage and reconstruct foundation and repair framing and exterior decks and stairs
• Replace kitchen flooring and restore wood flooring at Dining Hall and Kaffe Stuga Expansion
• Refurbish windows and doors
• Add sheathing and repair framing
• New shingle roofing; gutters and downspouts
• Remove below-building plumbing, reroute in building
• Rehab attic and restore "cool room"
• Repair and paint exterior siding and trim
• Minimal interior mechanical improvements
• Fire suppression system
• Add exterior lighting
• ADA modifications for restrooms and accessibility

For the Sun Home Lodge, BOLA has assumed the following scope:
• Connect gutter and downspouts to storm drainage
• Improve site drainage to remove standing water from below the building and the site
• Remove vegetation from against and adjacent to the building.
• Restore windows and doors; re-glaze windows in-kind and remove Plexiglas coverings
• Remove non-original vertical aluminum windows and horizontal fixed-pane windows
• Repair deteriorated and replace missing siding and corner boards in-kind
• Scrape, prime and repaint the building and window sash, sills, and casings
• Maintain an open crawl space beneath the building to facilitate ventilation
• Repair and rebuild deck and exterior stairways and revise for improved access from Auditorium
• Rebuild foundation
• Clean roof
• Redesign interior spaces to include: catering kitchen, meeting rooms
• Update restrooms to ADA standards
• Lighting (as needed)
• Fire suppression system (if required)

For the Picnic Shelter, BOLA has assumed the following scope, primarily to address flood damage:
• Clean up interior and restore concrete floor

- Replace deteriorated framing
- Remove stored materials
- Rebuild chimney and cooking area
- Add sheathing and repair framing
- New shingle roofing; gutters and downspouts
- Install heaters for year round use (+ fuel source)
- Repair and repaint exterior
- Refurbish windows
- Repair vending area pulleys
- Restore concrete post plinths

For the Restroom Building, the final disposition is unclear at this time. Options include 1) mothballing - stabilizing the building to allow it to remain on the site as a non-public, visible remnant of its previous use; 2) relocation to another portion of the site and reopening it is a restroom facility; or 3) documentation and removal of the building from the site. These options will need to be explored with you, the King County Landmarks Commission, and the State Department of Archeology and Historic Preservation.

BOLA has assumed that upgraded utility services for the buildings - telephone, data, power, gas, water, and sewer - will be addressed during a simultaneous design and construction phase, in conjunction with environmental reviews and design assistance provided by Adolfson.

For the construction administration, we anticipate the following tasks: 1) Up to 40 weekly or biweekly site meetings and in-office responses to contractor questions; 2) Review of contractor submitted shop drawings and submittals; and 3) close-out activities, such as one punchlist and site visit, and provision of record drawings. Fees for these services are not included at this time. The City will contract separately for a hazardous material report, if needed. A site survey, including topography and existing site utilities was completed in 2006. This should be updated to include newly installed utilities.

The following tasks are excluded from BOLA's scope:
a) Additional scope of work tasks, except as extra services negotiated between the City of Des Moines and BOLA
b) Additional meetings, site visits, and/or presentations to other agencies or the public not listed above
c) Printing and/or distribution of review and final documents in excess of 3 sets each

Schedule
If verbal approval to proceed with this project is received by the middle of August 2007, BOLA proposes the following schedule. The schedule will be adjusted accordingly if the agreement is delayed. The project target dates are as follow:

Notice to Proceed	by August 20, 2007
Phase 1	
Design Phases and Cost Estimating (22 weeks)	August 20–January 15, 2008
Environmental Permitting Design (10 weeks)	September 6-November 5, 2008
Environmental Permitting (26 weeks)	December 3, 2007–May, 2008
Building Phasing Options (2 weeks)	by February 1, 2008

Phase 2

CDs for Selected Building Option(s) (16 weeks)	February 15–June 6. 2008
Building Permitting (8-10 weeks)	June–September 2008
Bidding and Contracting (4 weeks)	October 2008

Phase 3

Creek and Foundation Construction (12 weeks)	July–September. 2008
Building Construction (52 weeks)	November 2008–November 2009

Proposed Fee

BOLA proposes a fixed fee of $253.447 for their team's work on Programming, Design. and Construction Documents, based on an estimate of time and expenses to address the outlined tasks. The proposal includes the fees for the services of Swenson Say Faget, structural engineers; Greenbusch Group. mechanical engineers; Tres West Engineers. electrical engineers; SvR civil engineers and landscape architects; and Matson Carlson, cost estimator. The fee for SEPA and permitting assistance by Adolfson (Adolfson's fee of $28. 273 is included in this proposal).along with an allowance of $5.000 for the services of a geo-engineer and soils testing for the new foundation areas. An estimate of $3.450 for reimbursable expenses, such as copies, drawing sets (3 for each of three submittals). and photographs. mileage to the project site, deliveries, and long distance telephone calls is also included.

Other reimbursable consultant and reimbursable expenses not specifically identified are excluded from this proposed fee. They include fees for other consultants such as property surveying, hazardous materials consultants, and any fees required by government agencies.

In addition, to address the coordination with FEMA and design of temporary structural, architectural, and civil solutions for the site and Dining Hall work needed to complete Phase 1 of the City's stream work proposal, discussed on April 17, 2007, BOLA proposes a supplemental not-to-exceed fee of $15.500. At the City's request, it will be tracked and billed separately on an hourly based.

For the Bidding and Construction Administration Phase, the fee estimate is in the range of $77.000 - $80.000, depending on the final scope. BOLA reserves the right to modify this estimate once the design is finalized. The Construction Administration Fee will be based on 2008 rates.

Invoice and Payment Terms

Standard payment terms call for BOLA's provision of invoices to the City of Des Moines by the 10th of each month for work completed in the previous month, and for full payment within 30 days of the invoice date.

•

2007 - 2012 CAPITAL IMPROVEMENT PLAN
Municipal Capital Improvement

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	050-200
CATEGORY	General Government	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Des Moines Beach Park Rehabilitation- Dining Hall Rehabilitation	Plans in Preparation	
		P.S.E. Complete	

LOCATION 22030 Cliff Avenue South

DESCRIPTION: Historic Preservation "Community Heritage" improvements: Rehabilitation of the Dining Hall. This project will provide for funds for Dining Hall Construction.

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL	FY 07	FY 08	FY 09	FY 10	FY 11	FY 12
ADMINISTRATION	$ 15,796	**$ 9,606**	**$ 6,190**				
CIP PROJ MGT 1%	15,796	**9,606**	**6,190**				
DESIGN / ENGINEERING	90,675	**90,675**					
& PERMITS	50,000	**50,000**					
SURVEY (Land/Arch)	0						
BUILDINGS	1,360,000	**860,000**	**500,000**				
IMPROVEMENTS							
Construction MGT	50,000	**25,000**	**25,000**				
CONTINGENCY	85,035	**18,659**	**66,376**				
SALES TAX	119,680	**75,680**	**44,000**				
EQUIPMENT	50,000		**50,000**				
TOTAL	$ 1,836,982	**$ 1,139,226**	**$ 697,756**				

FUNDING SOURCES	TOTAL	FY 07	FY 08	FY 09	FY10	FY 11	FY 12
REET	$ 851,351	**$ 626,351**	**$ 225,000**				
Park In-lieu	100,000		**100,000**				
MCI	222,756		**222,756**				
4Culture	12,875	**12,875**					
State (confirmed)	650,000	**500,000**	**150,000**				
State (additional confirmed*)			**350,000**				
TOTAL	**$ 1,836,982**	**$ 1,139,226**	**$ 1,047,756**				

*** 2008 CIP increased $350,000 to $2,186,982 to include State grant funds**

OPERATING COSTS	TOTAL	FY 07	FY 08	FY 09	FY10	FY 11	FY 12
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

ATTACHMENT B

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	050-200
CATEGORY	General Government	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Des Moines Beach Park Rehabilitation- Dining Hall Rehabilitation	Plans in Preparation	
		P.S.E. Complete	
LOCATION	22030 Cliff Avenue South		

DESCRIPTION:

Historic Preservation "Community Heritage" improvements: Rehabilitation of the Dining Hall. This project will provide for funds for Dining Hall Rehabilitation/Construction.

JUSTIFICATION:

Des Moines Beach Park is listed on the State Historic Register. Application is underway for National Historic Preservation Registry. Expert analysis was completed in 2004 regarding prioritized and phased rehabilitation of the park's assets. Rehabilitation of the following buildings is proposed: Auditorium **(1957),** Dining Hall **(1934)**, Picnic Shelter **(1924),** Sun Home Lodge **(1934)**, Caretaker's Cabin **(1935)**, and Workshop/Bath House **(1945),** and Founder's Lodge **(1970).**

SCOPE OF WORK:

Historic Beach Park Buildings- Dining Hall Rehabilitation

Administration	$ 15,796
PM	17,925
Design/Engineering/Permits	212,875
Rehabilitation:	
2007- Dining Hall: lift above 100 yr flood, foundation rehabilita	860,000
2008- Dining Hall foundation and interior repairs	500,000
Construction Mgt.	50,000
Sales Tax	119,680
Equipment	50,000
Contingency	85,035
TOTAL	$ 1,911,311

2007 - 2012 CAPITAL IMPROVEMENT PLAN

Municipal Capital Improvement

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	2
CATEGORY	General Government	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Des Moines Beach Park Rehab - Sun Home Lodge	Plans in Preparation	
		P.S.E. Complete	

LOCATION 22030 Cliff Avenue South

DESCRIPTION: Historic Preservation "Community Heritage" improvements: Rehabilitation of the Sun Home Lodge for its continued use as a recreation facility.

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL	FY 07	FY 08	FY 09	FY 10	FY 11	FY 12
ADMINISTRATION	$ 3,080	**$ 3,080**					
CIP PROJ MGT 1.5%		**4,620**					
DESIGN / ENGINEERING	39,000	**39,000**					
LAND							
BUILDINGS	195,800	**195,800**					
IMPROVEMENTS							
INSPECTION/CONST. MGT.	16,000	**16,000**					
CONTINGENCY	40,000	**40,000**					
SALES TAX	17,230	**17,230**					
OTHER							
TOTAL	$ 315,730	**$ 315,730**					

FUNDING SOURCES	TOTAL	FY 07	FY 08	FY 09	FY10	FY 11	FY 12
REET	$ 146,730	**$ 146,730**					
MCI	154,000	**154,000**					
Federal							
Park In-Lieu							
King County	15,000	**15,000**					
TOTAL	$ 315,730	**$ 315,730**					

OPERATING COSTS	TOTAL	FY 07	FY 08	FY 09	FY10	FY 11	FY 12
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO. -	2
CATEGORY	General Government	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Des Moines Beach Park Rehab - Sun Home Lodge	Plans in Preparation	
		P.S.E. Complete	
LOCATION	22030 Cliff Avenue South		

DESCRIPTION:

Historic Preservation "Community Heritage" improvements: Rehabilitation of the Sun Home Lodge,

JUSTIFICATION:

Des Moines Beach Park is listed on the State and National Historic Register. Expert analysis was completed in 2004 regarding prioritized and phased rehabilitation of the park's assets. Rehabilitation of the following buildings is proposed: Auditorium **(1957)**, Dining Hall **(1934)** Picnic Shelter **(1924)**, Sun Home Lodge **(1934)**, Caretaker's Cabin **(1935)**, and Workshop/Bath House **(1945)**, and Founder's Lodge **(1970)**.
The Sun Home Lodge is in desperate need of safety repairs for its continue use as a recreation facility.

SCOPE OF WORK:

<u>**Historic Beach Park Buildings Rehabilitation**</u>

Administration	$ 3,080
Prj.Mgt.	4,620
Design/Engineering/Permits 20%	39,000
Rehabilitation:	
2007- Sun Home Lodge: foundation, ADA ramp & restrooms, kitchen, fire suppression, exterior doors and stairs and meeting room improvements.	195,800
Inspection	16,000
Sales Tax	17,230
Contingency	40,000
TOTAL	$ 315,730

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

CATEGORY	General Government	PROJECT NO.	050-300
		PROJECT STATUS:	
PROJECT	Des Moines Beach Park Rehab - Picnic Shelter/ Restroom Building	Preliminary Estimate	X
		Plans in Preparation	
		P.S.E. Complete	
LOCATION	22030 Cliff Avenue South		

DESCRIPTION:
Historic Preservation "Community Heritage" improvements: Rehabilitation of the Picnic Shelter and mothball Workshop/Restroom.

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL	FY 07	FY 08	FY 09	FY 10	FY 11	FY 12
ADMINISTRATION	$ 1,911		**$ 1,911**				
CIP PROJ MGT 1.5%	-		**2,867**				
DESIGN / ENGINEERING	8,880		**8,880**				
LAND							
BUILDINGS	165,000		**165,000**				
IMPROVEMENTS							
INSPECTION/PROJ MGT	9,000		**9,000**				
CONTINGENCY	2,524		**2,524**				
SALES TAX	5,720		**5,720**				
OTHER							
TOTAL	$ 195,902		**$ 195,902**				

FUNDING SOURCES	TOTAL	FY 07	FY 08	FY 09	FY10	FY 11	FY 12
REET	$ 195,902		**$ 195,902**				
State							
Federal							
Park In-Lieu							
King County							
TOTAL	$ 195,902		**$ 195,902**				

OPERATING COSTS	TOTAL	FY 07	FY 08	FY 09	FY10	FY 11	FY 12
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	050-300
CATEGORY	General Government	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Des Moines Beach Park Rehab - Picnic Shelter/ Restroom Building	Plans in Preparation	
		P.S.E. Complete	
LOCATION	22030 Cliff Avenue South		

DESCRIPTION: Historic Preservation "Community Heritage" improvements: Rehabilitation of the Picnic Shelter and mothball Workshop/Restroom.

JUSTIFICATION: Des Moines Beach Park is listed on the State Historic Register. Application is underway for National Historic Preservation Registry. Expert analysis was completed in 2004 regarding prioritized and phased rehabilitation of the Park's assets. Rehabilitation of the following buildings is proposed: Auditorium **(1957)**, Dining Hall **(1934)**, Picnic Shelter **(1924)**, Sun Home Lodge **(1934)**, Caretaker's Cabin **(1935)**, and Workshop/Bath House **(1945)**, and Founder's Lodge **(1970)**.

SCOPE OF WORK:

Historic Beach Park Buildings Rehabilitation	
Administration	$ 1,911
PM	2,867
Design/Engineering/Permits 20%	8,880
Rehabilitation:	165,000
2007- Picnic Shelter/Fireplace: structural & roof repairs, rebuild fireplace, Mothball Restroom Building	
Inspection	9,000
Sales Tax	5,720
Contingency	2,524
TOTAL	$ 195,902

OLD BUSINESS
Item #1

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Councilmember Meetings

FOR AGENDA OF: August 16, 2007

DEPT. OF ORIGIN: Legal

ATTACHMENTS: 1. Draft Ordinance No. 07-096
2. Substitute Ordinance No. 07-096.

DATE SUBMITTED: August 6, 2007

CLEARANCES:
[X] Legal PB

APPROVED BY CITY MANAGER
FOR SUBMITTAL: AT

PURPOSE AND RECOMMENDATION

It is recommended that Council pass Draft Ordinance No. 07-096 on first reading, amending chapter 4.08 DMMC. At the Council meeting of August 2 the Council voted to suspend the rules to enact draft Ordinance 07-096 on the first reading, the Council should now act to vote on draft Ordinance No. 07-096.

MOTIONS: 1. To consider Substitute Ordinance No. 07-096, amending chapter 4.08 DMMC by changing the number of compensated Council meetings from 36 to 40 per year."

2. To enact Substitute Ordinance No. 07-096.

BACKGROUND

At the August 2, 2007 Council meeting, the City Council reviewed a draft ordinance to increase the number of compensated meetings from 36-40. The following motions were made: Motion by Councilmember White, seconded by Councilmember Scott, "To suspend Rule 26(b) in order to enact Draft Ordinance No. 07-096." Without a vote on the procedural motion the Council moved on to the discussion of proposed amendments. Three motions to amend were considered: First amendment by Councilmember Sherman, seconded by Councilmember Kaplan: *Move to amend Section 2 by combining subsections 4 and 5 to allow all councilmembers to be eligible for the increase compensation* *from the increased number of council meetings as of January 1, 2010* (this amendment passed six to zero); second amendment by Councilmember Sherman, seconded by Councilmember Kaplan, was a motion to amend Section 2. 1 (4) to add the following language after 2010 "*or when the general Fund is balanced without the use of one time revenues as certified by the Finance Director and confirmed by Resolution of the City Council whichever is later.*" This motion failed four to two. Third amendment was by Councilmember Kaplan, seconded by Councilmember Scott, was a *motion to amend Section 3 to read 2009 instead of 2007.* This motion was adopted six to zero.

The Mayor returned to the Main Motion, *to suspend Rule 26(b) in order to enact Draft Ordinance No. 07-096.* The motion passed four to two.

DISCUSSION

The Council has voted procedurally to allow draft Ordinance No. 07-96 to be considered in one reading but now must vote substantively to bring draft Ordinance No. 07-096 before them, amend and toe on the Ordinance to amend chapter 4.08 DMMC by changing the amount of compensated meetings from 36 to 40 per year. Upon proper motion to enact the Ordinance and second, the amendments could be considered at the discretion of the Council.

ALTERNATIVES

1. The Council should consider a substitute Ordinance No. 07-96 that incorporates the changes voted on at the August 2 meeting. This alternative would require a motion to considerer Substitute Ordinance No. 07-096 followed by a motion to enact Substitute Ordinance No. 07-096.

2. The Council should return to draft Ordinance No. 07-96 and move to enact Draft Ordinance No. 07-096, amending chapter 4.08 DMMC by changing the amount of compensated meetings from 36 to 40 per year. Upon proper second, the amendments considered on August 2 could be reconsidered one at a time at the discretion of the Council.

3. Not amend chapter 4.08 DMMC.

FINANCIAL IMPACT

The additional cost of compensated City Council meetings for the years 2008 and 2009 would be $3,400 per year. The additional cost for the years 2010 and beyond would be $7,400 per year.

RECOMMENDATION (OR CONCLUSION)

Due to the procedural issues raised by the August 2, 2007 meeting, the Council should move to enact Draft Ordinance 07-096 to pay Council for a maximum of 40 meeting per year along with any amendments the Council deems necessary.

CITY ATTORNEY'S FIRST DRAFT 07/26/2007

DRAFT ORDINANCE NO. 07-096

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON, relating to compensation for elected officials, repealing a portion of DMMC 4.08.020, adding new sections to DMMC 4.08 DMMC, setting effective dates for amendments, adding a sunset provision, and codifying new sections to chapter 4.08 DMMC.

WHEREAS, Council and Mayor compensation are established, and amended from time to time, by Council ordinance, and

WHEREAS, DMMC 4.08.020 limits the number of Council meetings that Councilmembers may be compensated for to 36 per year, and

WHEREAS, increased Council business justifies additional meetings per year than 36 meetings that Councilmembers are currently compensated for, and

WHEREAS, no City Councilmember holding office when this ordinance is enacted shall receive compensation for more than 36 meetings until re-elected; now therefore,

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

Sec. 1. DMMC 4.08.020 (the portion effective beginning January 1, 2000) and section 2 of Ordinance No. 418 as amended by section 1 of Ordinance No. 569 as amended by section 3 of Ordinance No. 1152 are each repealed.

NEW SECTION. Sec. 2. A new section is added to chapter 4.08 DMMC to read as follows:

Compensation - Mayor and Councilmembers.

(1) Except as provided in subsections (2) through (7) of this section, Councilmembers shall receive as compensation the sum of $250.00 for attendance at each regular and special Council meeting.

ATTACHMENT 1

(2) Except as provided in subsections (3) through (7) of this section, the Councilmember elected Mayor shall receive as compensation the sum of $350.00 for attendance at each regular and special Council meeting.

(3) A Councilmember may have their compensation reduced to a specific amount for a fixed period of time upon written request to the Finance Director.

(4) Council positions No. 2, 4, and 6 shall receive compensation for a total of 40 regular and special Council meetings per calendar year, effective January 1, 2008.

(5) Council positions No. 1, 3, 5, and 7 shall receive compensation for a total of 40 regular and special Council meetings per calendar year, effective January 1, 2010.

(6) No Councilmember shall receive compensation for attendance at more than a total of ((36)) <u>40</u> regular and special Council meetings per calendar year.

(7) No Councilmember shall receive compensation for attendance at more than one regular or special council meeting per day.

NEW SECTION. Sec. 3. Sunset provision. DMMC 4.08.020 (the portion effective beginning January 1, 2001) and section 2 of Ordinance No. 418, as amended by section 1 of Ordinance No. 569 as amended by sections 1-3 of Ordinance No. 1152 as amended by section 1 of Ordinance No. 1253 shall automatically expire and terminate on December 31, 2007.

NEW SECTION. Sec. 4. Codification. Sections 2 and 3 of this ordinance shall be codified as new sections in chapter 4.08 DMMC.

NEW SECTION. Sec. 5. 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.

PASSED BY the City Council of the City of Des Moines this ____ day of __________, 2007 and signed in authentication thereof this ____ day of ________, 2007.

____
M A Y O R

APPROVED AS TO FORM:

____
City Attorney

ATTEST:

____
City Clerk

Published:

Effective Date:

CITY ATTORNEY'S FIRST DRAFT - 08/09/07

SUBSTITUTE ORDINANCE NO. 07-096

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON, relating to compensation for elected officials, repealing a portion of DMMC 4.08.020, adding new sections to DMMC 4.08 DMMC, setting effective date for amendments, adding a sunset provision, and codifying new sections to chapter 4.08 DMMC.

WHEREAS, Council and Mayor compensation are established, and amended from time to time, by Council ordinance, and

WHEREAS, DMMC 4.08.020 limits the number of Council meetings that Councilmembers may be compensated for to 36 per year, and

WHEREAS, increased Council business justifies additional meetings per year than 36 meetings that Councilmembers are currently compensated for, and

WHEREAS, no City Councilmember holding office when this ordinance is enacted shall receive compensation for more than 36 meetings until re-elected; now therefore,

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

Sec. 1. DMMC 4.08.020 (the portion effective beginning January 1, 2000) and section 2 of Ordinance No. 418 as amended by section 1 of Ordinance No. 569 as amended by section 3 of Ordinance No. 1152 are each repealed.

Sec. 2. A new section is added to chapter 4.08 DMMC to read as follows:

Compensation - Mayor and Councilmembers.

(1) Except as provided in subsections (2) through (6) of this section, Councilmembers shall receive as compensation the sum of $250.00 for attendance at each regular and special Council meeting.

ATTACHMENT 2

(2) Except as provided in subsections (3) through (6) of this section, the Councilmember elected Mayor shall receive as compensation the sum of $350.00 for attendance at each regular and special Council meeting.

(3) A Councilmember may have their compensation reduced to a specific amount for a fixed period of time upon written request to the Finance Director.

(4) Council positions No. 1, 2, 3, 4, 5, 6, and 7 shall receive compensation for a total of 40 regular and special Council meetings per calendar year, effective January 1, 2010.

(5) No Councilmember shall receive compensation for attendance at more than a total of 40 regular and special Council meetings per calendar year.

(6) No Councilmember shall receive compensation for attendance at more than one regular or special council meeting per day.

Sec. 3. Sunset provision. DMMC 4.08.020 (the portion effective beginning January 1, 2001) and section 2 of Ordinance No. 418, as amended by section 1 of Ordinance No. 569 as amended by sections 1-3 of Ordinance No. 1152 as amended by section 1 of Ordinance No. 1253 shall automatically expire and terminate on December 31, 2009.

Sec. 4. Codification. Sections 2 and 3 of this ordinance shall be codified as new sections in chapter 4.08 DMMC.

Sec. 5. 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.

PASSED BY the City Council of the City of Des Moines this ___ day of ___________, 2007 and signed in authentication thereof this ___ day of _____________, 2007.

____
M A Y O R

APPROVED AS TO FORM:

____
City Attorney

ATTEST:

____
City Clerk

Published:

Effective Date: January 1, 2010

OLD BUSINESS
Item #2

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Zoning Code Update – Continued discussion of Division 1: Administration and Enforcement

Councilmembers are asked to bring their notebooks with the proposed amendments to Division 1: Administration and Enforcement.

ATTACHMENTS:

Attachment 1: Zoning Code conversion matrix.

FOR AGENDA OF: August 16, 2007

DEPT. OF ORIGIN: PBPW

DATE SUBMITTED: August 7, 2007

CLEARANCES:
[X] Planning, Building & Public Works ____
[ ] Legal ____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: ____

Purpose and Recommendation

The purpose of this agenda item is to discuss with Council the proposed text amendments for the *Division 1: Administration and Enforcement* section of the Zoning Code update.

No formal Council action is required at this meeting. Once the Council completes review of the four Work Packets, Administration will prepare an ordinance for public hearing and Council consideration.

Background

Project Objectives:

- Update and revise zoning code text
- Simplify and reorganize zoning code to a user-friendly format
- Add more flexibility for decision-making

Current Status:

- May 4, 2007 – Staff met with the Council Finance and Economic Development Committee to discuss the proposed approach for completing the update, document organization and schedule.
- May 2007 – Staff coordinated with Code Publishing regarding the staff-proposed document format and organization.
- June 7, 2007 – Council recommended that the zoning code update be considered by full Council and not remanded to a committee.

- July 5, 2007 – Staff presented to Council the approach and process for completing the zoning code update. Council asked staff to provide Council with the reformatted version of the existing zoning code prior to making substantive text amendments.
- July 26, 2007 – Staff presented Work Packet 1, Division 1 Administration and Enforcement section to Council. Council expressed approval of the format for *Division 1. Administration and Enforcement* section provided in Work Packet 1. Staff was directed to group definitions by topic area such as signs and sign types (e.g., sign area; sign structure; sign, marquee; sign, monument; etc.). Council was asked to contact staff directly with comments or questions about proposed text amendments. To date, no comments or questions from Council have been received by Staff.
- August 6, 2007 – Staff briefed the Planning Agency on the proposed organization and amendments associated with the *Division 1 Administration and Enforcement* section that Council is considering.

Discussion

Work Packet 1 is intended to illustrate how the existing zoning code would look in the proposed format for *Division 1 – Administration and Enforcement* with recommended text amendments that are intended to update terminology, reduce redundancies, and simplify the code. The document under Tab 1 shows proposed text changes in strikeout and underline format with footnotes to explain proposed changes.

The text amendments are based on staff recommendations from experience implementing the code, previous work completed by the City's consultant Beckwith, and staff's research of model codes for cities in the Puget Sound region, including neighboring jurisdictions. The result of this work and research is intended to reflect current planning practice in the region and staff's attempt to simplify and modernize the zoning regulations for Des Moines. Proposed revisions include the following changes to the existing code.

1. The current 18.02 General Provisions and 18.72 Permits License and Enforcement were combined to form one new chapter entitled General Administration and Enforcement.
2. The current 18.04 Definitions section has been moved to a new chapter 18.08 and organized by "A" definitions, "B" definitions, etc. Proposed amendments delete definitions that were remaining from the old King County Code, update terminology, add new definitions and consolidate definitions from other sections in Title 18.
3. The current 18.64 Procedures, Fees, Hearing and Notices chapter was split between the new Administration and Enforcement chapter and the revised Land Use Review Procedures chapter.
4. The current 18.76 was added to the Land Use Review Procedures chapter.
5. The general public hearing procedures established by the current version of 18.94 - the Hearing Examiners code were added to the revised Land Use Review Procedures chapter.
6. The Land Use Review Procedures chapter was amended to create only four (4) Land Use Types and remove the sections that identified each of the reviews that fell within each of the land use types. In the later portions of the code, each review section will identify which land use review procedure is followed. The Land Use Review Procedures chapter is intended to include the procedures only and does not attempt to list every review that the City performs.
7. The variance and conditional use criteria were removed from the Hearing Examiners code (18.94) and will be part of a chapter in *Division 4 – Land Development.*
8. Unclassified use permits were removed for the amendments chapter and will be part of a chapter in *Division 4 – Land Development.*
9. Chapter *18.24 Development Agreements* is a new chapter that is proposed for Division 1.

Attachment 1 shows the conversion from the existing zoning code to the new Division 1 format.

Work Packet 2 is scheduled for the September 6, 2007 Council study session. This work packet will include: *Division 2. Zoning Districts and Use Tables* and *Division 3. Environment.* A Planning Agency briefing on this work is scheduled for September 10, 2007.

The remaining work items will be presented to Council in the order that follows:

Work Packet 3 (Oct. 07'): *Division 4. Land Development*
Work Packet 4 (Nov. 07'): *Division 5. General Provisions*

Financial Impact

Updating and reorganizing the Zoning Code to a user-friendly format is anticipated to streamline the development review process for both City customers and staff. This could result in increased tax revenues from new development as well as cost savings in staff time.

Recommendation

Staff recommends Council provide policy direction on the proposed amendments associated with Work Packet 1.

Attachment 1
Zoning Code Conversion

Existing Zoning Code	Reformatted Code[1] Division 1 Administration and Enforcement
Chapters:	**Chapters:**
18.02 General Provisions	18.04 Administrative and Enforcement Provisions
18.04 Definitions	18.08 Definitions
18.06 Zones, Maps, and Boundaries	
18.08 Single-Family Residential Zone	
18.10 RA-3,600 Residential: Attached Townhouse and Duplex 3,600 Zone	
18.12 RM-2,400 Residential: Multifamily 2,400 Zone	
18.14 RM-1,800 Residential: Multifamily 1,800 Zone	
18.16 RM-900 Residential: Multifamily 900 Zone	
18.18 RM-900A and RM-900B Residential: Multifamily 900A Zone – RM-900A and Restricted Service Zone – RM-900B	
18.19 R-SE Residential: Suburban Estate Zone	
18.20 N-C Neighborhood Commercial Zone	
18.24 B-C Business Commercial Zone	
18.25 B-P Business Park Zone	
18.26 C-C Community Commercial Zone	
18.27 D-C Downtown Commercial Zone	
18.28 C-G General Commercial Zone	
18.29 H-C Highway Commercial Zone	
18.30 R-SR Residential: Suburban Residential Zone	
18.31 Pacific Ridge Zone	
18.32 Unclassified Uses	
18.33 Keeping of Animals in Residential Zones	
18.36 General Use Provisions, Conditions, and Exceptions	
18.38 Noise Levels	
18.40 Height, Yards, Area, and Open Spaces – General Provisions	
18.41 Landscaping and Screening	
18.42 Signs	
18.44 Loading Areas and Off-Street Parking	
18.45 Multifamily Recreational Areas	
18.48 Nonconforming Buildings and Uses	
18.52 Planned Unit Development	
18.56 Land Use Review Procedures	18.12 Land Use Review Procedures
18.58 Design Review	

Existing Zoning Code	Reformatted Code[1] **Division 1 Administration and Enforcement**
18.60 Amendments, Unclassified Use Permits, Planned Unit Developments, and Appeals 18.60.020 Unclassified/conditional use permits	18.24 Amendments and Area Wide Rezones Division 4 – Land Development (Work Packet 3)
18.61 Waiver of Zoning Requirements	
18.64 Procedures, Fees, Hearings, and Notices	18.04 Administrative and Enforcement Provisions 18.12 Land Use Review Procedures
18.68 Revocation, Expiration of Permits	18.04 Administrative and Enforcement Provisions 18.12 Land Use Review Procedures
18.72 Permits, Licenses, and Enforcement	18.04 Administrative and Enforcement Provisions
18.76 Interpretation of Code	18.12 Land Use Review Procedures
18.80 Map	
18.84 Comprehensive Plan	18.20 Comprehensive Plan
18.86 Environmentally Critical Areas	
18.88 Repealed	
18.90 Shoreline Master Program	
18.92 Repealed	
18.94 Hearing Examiner 18.94.150 Notice of hearing – Required. 18.94.160 Notice of hearing – Content. 18.94.170 Persons entitled to notice. 18.94.180 Notice of hearing – When given. 18.94.190 Effect of notice. 18.94.310 Variance criteria and 18.94.320 Conditional uses – Criteria	18.16 Hearing Examiner Code 18.12 Land Use Review Procedures" " " " " Division 4 – Land Development (Work Packet 3)
18.96 Protection of Historic and Archeological Resources	
18.98 Development Regulations on Land Acquired and Owned by Public Entities	
18.99 Adult Entertainment Facility Zoning	
	New Chapter: 18.28 Development Agreements (Reserved)

Each Division is denoted by different colored fonts as follows:

Division 1 – gray text
Division 2 – blue text
Division 3 – green text
Division 4 – burgundy text
Division 5 – red text

NEW BUSINESS
Item #1

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: PSRC briefing on the VISION 2040 Draft Supplemental Environmental Impact Statement (EIS)

ATTACHMENTS:

1. Des Moines Comment Letter on the VISION 2020 Update Draft EIS
2. Map of Regional Geographies

FOR AGENDA OF: August 16, 2007

DEPT. OF ORIGIN: PBPW

DATE SUBMITTED: August 9, 2007

CLEARANCES:
[X] Planning, Building & Public Works
[ ] Legal ____

APPROVED BY CITY MANAGER FOR SUBMITTAL: ________

Purpose and Recommendation

The purpose of this agenda item is to:

1. Hear a briefing by Puget Sound Regional Council on the Draft VISION 2040 Plan and Supplemental Draft EIS.
2. Direct staff in preparing a comment letter on the Draft VISION 2040 Plan and Supplemental Draft EIS.

Background

The technical details of this background information are from the Vision 2040 update document and Supplemental Draft EIS.

The Puget Sound Regional Council (PSRC) serves the people of central Puget Sound in developing and implementing regional growth management, transportation and economic development strategies and plans. PSRC is the region's federally designated Metropolitan Transportation Planning Organization and houses the federally designated Economic Development District. It is the Regional Transportation Planning Organization under the State of Washington's Growth Management Act. It serves King, Pierce, Snohomish and Kitsap counties, and the cities and towns, ports, transportation agencies, tribes contained within them by agreement of local jurisdictions and the State of Washington.

In July 2006, Des Moines City Council received a briefing from PSRC regarding the VISION 2020 Update Draft EIS that represented a revised and enhanced regional growth management, economic and transportation strategy. The Draft EIS presented and discussed the potential significant environmental impacts that may occur upon implementation of four growth management alternatives that distribute forecast growth into different types of areas throughout the region:

- Growth Targets Extended Alternative
- Metropolitan Cities Alternative
- Larger Cities Alternative
- Smaller Cities Alternative

Attachment 1 is the comment letter that Des Moines submitted on the VISION 2020 Update Draft EIS.

The updated plan, VISION 2040, contains the region's multicounty planning policies that are required by the Washington State Growth Management Act. VISION 2040 is integrated with PSRC's two functional transportation and economic development plans – *Destination 2030* and the *Regional Economic Strategy* – that provide additional regional guidance and detail. The principles included in all of these documents result in a wide variety of residential, commercial, civic, and transportation investments that benefit and improve the region's communities.

VISION 2040 is the coordinated, long-range vision for the future that balances competing interests and lays out a strategy for maintaining a healthy region – one that promotes the well-being of people, the environment and economic vitality. The goal of VISION 2040 is to ensure that the region continues to thrive while it grows. VISION 2040 embodies the essential ingredients for a great quality of life: a healthy environment, good jobs and economic opportunities, attractive and safe places to live, and a transportation system that keeps us moving.

The purpose of the Supplemental Draft EIS is to assess and document the environmental impacts of a Preferred Growth Alternative and to provide additional opportunities for public comment. The analysis of the additional alternative supplements the information provided in a Draft EIS, released in May 2006.

Under the Preferred Growth Alternative, planned growth would be focused inside the urban area in cities with regional and subregional centers. Growth in unincorporated urban growth areas is envisioned as occurring in affiliated annexation areas, and growth in rural areas is minimized as compared to current plans and trends. The focus of growth creates a closer jobs-to-housing balance than exists today in all of the regional geographies, including unincorporated urban and rural areas. The regional geographies are *metropolitan cities*, *core cities*, *larger cities* and *smaller cities* (Attachment 2).

The Preferred Growth Alternative is a hybrid of the alternatives studied in the Draft EIS, and accommodates future growth in a compact regional pattern. Similar to the Growth Targets Extended and Metropolitan Cities alternatives, the largest shares of the region's future growth would occur in the region's five major metropolitan cities: Seattle, Bellevue, Everett, Bremerton and Tacoma. Growth would also be focused into the region's core cities – those larger municipalities that are already envisioned as important locations for regional concentrations of growth. In this alternative, considerable redevelopment could occur in the region's metropolitan and core cities, with most new jobs reinforcing these areas as major regional employment centers. Job growth would be accompanied by a significant concentration of new residential growth in a variety of types and styles including new high-rise and mid-rise apartments, condominiums and townhouses built near job centers and in areas close to high capacity transit systems.

Centers in larger cities would play an important and increased role over time as places that accommodate growth. These areas would develop in and around traditional downtown main streets, town centers and neighborhood shopping areas, key transit stations, ferry terminals, park and ride facilities, and other transportation and service centers. They would provide local and regional services and amenities, and would likely experience substantial redevelopment and increased activity, becoming more significant regional job centers. Many new mid- and low-rise apartments, condominiums and townhouses could also be built in these areas, although likely at lower intensities and at a reduced scale when compared to development in the larger regional growth centers in metropolitan and core cities.

The Preferred Growth Alternative shares, and intensifies, some of the localized impacts of current plans (Growth Targets Extended Alternative) for the region's major cities (the metropolitan cities), including intensified development and activity levels, affecting the amount of traffic, noise, and the need for public services in areas where growth would be focused. The growth patterns of the Preferred Growth Alternative could also provide economies of scale for brownfields redevelopment, and the higher potential need for retrofits to older infrastructure, while reducing expansion of infrastructure in less developed or rural areas. It could have impacts on already degraded urban waterways, and result in potential exposure to traffic, air pollution, noise, and hazardous waste sites for residents and employees in these areas.

The Preferred Growth Alternative is similar to the other focused growth alternatives discussed in the Draft EIS (Metropolitan Cities and Larger Cities), and falls in the middle of the range of the alternatives for the amount of vehicle miles traveled, delay, trip times, and levels of air pollution emissions at the regional level. It could require less land than under current plans (Growth Targets Extended Alternative) to meet population and employment growth needs, resulting in lower levels of development and associated infrastructure in the region's undeveloped areas. The Preferred Growth Alternative also has some of the lowest estimates for impervious surface coverage at the regional level.

Discussion

PSRC encourages jurisdictions to submit comments letters on the Supplemental Draft EIS. The public comment period for the Supplemental EIS ends Friday, September 7, 2007. Staff will prepare a draft comment letter on the Vision 2040 Draft Supplemental EIS based on Councilmember comments on the PSRC's presentation at the August 16th City Council meeting.

Alternatives

The City can elect not to submit a comment letter on the Supplemental Draft EIS.

Financial Impact

The preferred growth alternative will provide the framework for coordinating and prioritizing resources to fund regional needs. Priority for funding will likely be given to those communities accepting growth.

Recommendation

Staff recommends that the City submit a comment letter on the VISION 2040 Supplemental Draft EIS.

City of Des Moines

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

July 28, 2006

Norman A. Abbott, PhD, AICP
Director of Growth Management Planning and SEPA Responsible Official
Puget Sound Regional Council
1011 Western Avenue, Suite 500
Seattle, WA 98104-1035

Subject: City of Des Moines Comments on the VISION 2020 Update Draft Environmental Impact Statement

Dear Dr. Abbott:

The City of Des Moines is pleased to have an opportunity to comment on the VISION 2020 Update Draft Environmental Impact Statement (Draft EIS). Our comments are based on our review of the Draft EIS as well as information presented by PSRC staff to the Des Moines City Council on July 8, 2006. City of Des Moines comments represent the position of the entire City Council.

The City of Des Moines does not support any of the growth alternatives as presented nor do we agree with the grouping of Des Moines into the Larger Suburban Cities geographic sector. In summary, we are very much concerned that any preferred strategy would be applied without regard to the ability of largely built out communities like ours to accommodate population growth without severely impacting neighborhoods or our modest commercial areas. Any of the growth alternatives if extended to Des Moines would have just this negative effect. This requires, in our judgment, a preferred alternative that allows a variation from city to city that acknowledges the carrying capacity of the city and honors the discretion that local elected officials must have to accommodate modest additional growth in a way that best meets the needs of their communities.

No minimum densities, such as the often mentioned 4 dwelling units per acre, should be required. The City of Des Moines has consciously zoned our city to accept the growth targets that we have been given and it is our belief that density decisions should be made by local officials. Local officials need to have this discretion in order to realize their visions for their cities and in Des Moines case, to maintain our city's character and quality of life.

The carrying capacity of the Puget Sound region needs to be considered in an effort to balance the need and desire to accommodate future growth and sustain the quality of life and environment in the region. There needs to be a statewide focus and strategy for allocating growth to other areas in the state.

PSRC's Resolution A-96-02 amended the 1995 Metropolitan Transportation Plan to include the third runway at Seattle-Tacoma International Airport. Section III.I of the Resolutions' Appendix G, states that PSRC shall "Recommend that the State, in cooperation with appropriate local jurisdictions and regional transportation planning organizations, implement a comprehensive process for evaluating all options to meet the State of Washington's long-term air travel and inter-regional ground transportation needs, including high speed rail." Des Moines is please to see that PSRC made this recommendation in late 2004, the Legislature passed and the Governor sign ESSB 5121 that lays out a three phase effort to study long-range air transportation capacity and PSRC plans to be active in this effort. It is our expectation that PSRC will work diligently to make sure that an honest assessment is made of the efficacy of a second regional airport and that the entire region's needs will be studied, taking into account the growth projections included in the update to Vision 2020,

Our more specific comments are organized into the following topic areas:

- Local Policy Framework and Context for Des Moines
- Preferred Growth Alternative
- Multicounty Planning Policies

Local Policy Framework and Context for Des Moines

The City of Des Moines recognizes the need for coordinated planning to address future growth. The City of Des Moines Comprehensive Plan Policies 1-03-01 through 1-03-09 and Strategy 1-04-04 reflect the City's vision for its future and the need for coordinated planning to:

- Manage community growth so that overall public benefits exceed public cost.
- Utilize the Comprehensive Plan as the policy basis for making decisions affecting the growth and development of Des Moines.
- Plan for and regulate development to enhance the quality and maintain the unique character of Des Moines' neighborhoods and business districts.
- Coordinate the planning for Des Moines with state, regional, county-wide and neighboring jurisdiction planning activities.
- Participate in planning activities affecting Des Moines undertaken by state agencies, King County, regional agencies, tribes, and special purpose districts. Seek to influence the decisions of those agencies to be consistent with the City of Des Moines Comprehensive Plan.
- Protect and preserve environmental features, and air and water quality.
- Provide for urban densities in areas where adequate public facilities and services are in place or will be in place concurrent with development approval.
- Provide for economic development that meets regional employment needs and a local balance of jobs and housing.

During the past two and a half decades, the rate of population growth in Des Moines has varied from an average annual decrease of 0.1 percent (2000-2005) to increases of 6.93 percent (1990-

2000) and 13.4 percent (1980-1990) respectively. The majority of the City's growth during the 1980's and 1990's was the result of annexations to the City.

The 20-year (2002-2022) adopted growth target for Des Moines is 1,576 households. Assuming an average household size of 2.47 (2000 census) this equates to approximately 3,893 people. This represents an increase of 13.2 percent over the 20-year period or an average annual growth rate of 0.66 percent. The 2002 buildable lands analysis for Des Moines determined that the City has the capacity to accommodate an additional 437 housing units (1,079 people) beyond its 20-year adopted growth target.

Growth Alternatives

As previously stated, the City of Des Moines does not support any of the growth alternatives as proposed. The Preferred Growth Alternative should be a hybrid of alternatives that:

- Concentrates growth in a focused growth pattern in the major metropolitan cities and core suburban cities currently designated as Regional Growth Centers because of the lower environmental impacts.
- Directs future population and job growth first to areas with current or planned capacity and infrastructure to serve that growth.
- Improves the balance between housing and job locations.
- Is developed in coordination with the region's economic development strategy.
- Is consistent with current comprehensive plans of cities, including the local vision for growth during the 20-year planning period.
- Avoids a "one size fits all" or "bright line" approach.
- Is consistent with the long-term financial stability of cities, in particular, the need for cities to attract business to maintain and grow their tax base to support additional infrastructure investments.
- Promotes creating quality communities, environmentally sustainable development, design standards, and market-based techniques for preservation of land with public benefits.
- Recognizes that the arterial systems in large suburban cities will be affected by commuters traveling to major metropolitan and core suburban cities and regional transportation facilities.

Multi-county Planning Policies

Multi-county Planning Policies (MPPs) should promote incentives to help local governments make decisions that reflect the regional vision while being consistent with local visions and needs and protecting established neighborhoods, recognize local discretion in zoning for future jobs and housing without imposing a uniform minimum urban residential density, and provide financial support for transportation infrastructure throughout the region.

- Regional transportation funding must support the adopted regional growth pattern, in particular to support the ability of cities where population and jobs are focused to accommodate that growth, but large suburban cities such as Des Moines will also see growth and will be expected to support commuters, and therefore should get a share of regional transportation dollars.

- MPPs should promote transit-supportive land uses as well as regional and local infrastructure improvements that reduce dependency on the single-occupancy vehicle, reduce air and water pollution, are energy efficient, and reduce congestion.
- MPPs should respect local discretion in establishing levels-of-service and transportation concurrency standards.
- MPPs should promote creating viable and quality communities with vibrant town centers in large suburban cities with environmentally sustainable development, design standards, and innovative programs.

We appreciate the opportunity to offer our comments on the Vision 2020 +20 Update and look forward to continued coordination with the Puget Sound Regional Council and its member jurisdictions in the continued evaluation of the growth issues for our regions.

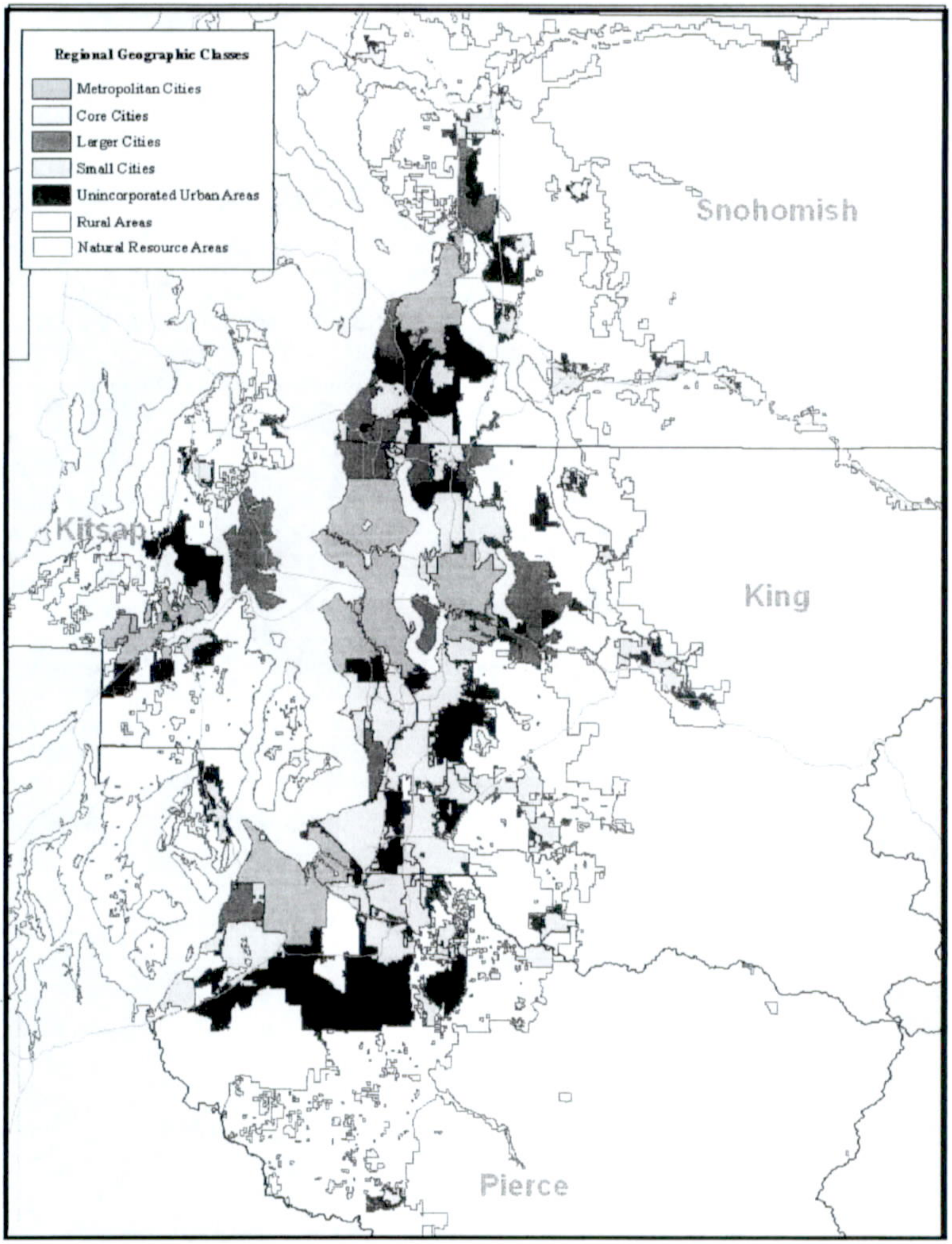
Sincerely,

Mayor Bob Sheckler
City of Des Moines

cc:

Mayor Pro Tem Scott Thomasson
Councilmember Ed Pina
Councilmember Dan Sherman
Councilmember Carmen Scott
Councilmember Dave Kaplan
Councilmember Susan White
Tony Piasecki, City Manager

REGIONAL GEOGRAPHIES MAP



Metropolitan Cities. The region's largest cities in each county containing designated Regional Growth Centers. Regional Growth Centers serve as a key framework for the region's adopted long-range multimodal transportation system. *Bellevue, Bremerton, Everett, Seattle, Tacoma* (5 cities, 216 square miles).

Core Cities. The region's core cities containing designated Regional Growth Centers. Regional Growth Centers serve as a key framework for the region's adopted long-range multimodal transportation system. *Auburn, Bothell, Burien, Federal Way, Kent, Kirkland, Lakewood, Lynnwood, Puyallup, Redmond, Renton, SeaTac, Silverdale (Kitsap County), and Tukwila* (13 cities, plus unincorporated Silverdale, 197 square miles).

Larger Cities. The region's inner-ring cities with combined population and employment over 22,500. Many of these cities contain important local and regional transit stations, park-and-ride facilities, ferry terminals, and other transportation connections. *Bainbridge Island, **Des Moines**, Edmonds, Issaquah, Kenmore, Marysville, Mercer Island, Mountlake Terrace, Mukilteo, Sammamish, Shoreline, University Place, and Woodinville* (13 cities, 131 square miles).

Small cities. The region's small cities and towns. These jurisdictions represent a wide variety of communities, from historic towns and growing new cities, bedroom communities with limited retail and commercial activity and growth potential, to freestanding cities and towns separated from the region's contiguous urban growth area. As such, they have been divided into three sub-categories:

— *Type A:* Small Cities and Towns (located inside the contiguous urban growth area). These are often surrounded by larger jurisdictions, often with greater potential to absorb both population and employment growth than purely residential communities. *Algona, Arlington, Black Diamond, Bonney Lake, Brier, Covington, DuPont, Edgewood, Fife, Fircrest, Gig Harbor, Lake Forest Park, Lake Stevens, Maple Valley, Medina, Mill Creek, Milton, Newcastle, Normandy Park, Orting, Pacific, Port Orchard, Poulsbo, Ruston, Steilacoom, and Sumner.*

– *Type B:* Small Residential Towns (inside the contiguous urban growth area). Small residential enclaves with little capacity to accommodate a great deal of future growth. *Beaux Arts, Clyde Hill, Hunts Point, Woodway, and Yarrow Point.*

– *Type C:* Free-Standing Cities and Towns (outside the contiguous urban growth area). *Buckley, Carbonado, Carnation, Darrington, Duvall, Eatonville, Enumclaw, Gold Bar, Granite Falls, Index, Monroe, North Bend, Roy, Skykomish, Snohomish, Snoqualmie, South Prairie, Stanwood, Sultan, and Wilkeson.*