

AGENDA

DES MOINES CITY COUNCIL
REGULAR MEETING
City Council Chambers
21630 11th Avenue South, Des Moines

January 22, 2015 – 7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC

EXECUTIVE SESSION

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

PRESIDING OFFICER'S REPORT

ADMINISTRATION REPORT

CONSENT AGENDA

- Page 1 Item 1: APPROVAL OF VOUCHERS
Motion is to approve for payment vouchers and payroll transfers included in the attached list and further described as follows:
Claim Checks: \$1,538,984.19
Payroll Fund Transfers: \$479,793.29
Total Certified Wire, Transfers, Voids, A/P and Payroll Vouchers: \$2,018,777.48
- Page 3 Item 2: DRAFT RESOLUTION 15-002: FUNDING CERTIFICATION FOR SOUTH 216TH STREET, SEGMENT 1-A (24TH AVENUE S. TO SR99) IMPROVEMENT PROJECT
Motion is to approve Draft Resolution No. 15-002 certifying to the Washington State Transportation Improvement Board (TIB) that full local funding is secured, authorize the Mayor sign the TIB Funding Status Form and the Fuel Tax Distribution Agreement with TIB, and further authorize the City Manager, or his designee, to advertize the S 216th Street, Segment 1-A (24th Avenue S to SR99) improvement project for construction in the fall of 2015 following right of way acquisition and TIB approval.
- Page 25 Item 3: HUMAN TRAFFICKING AWARENESS DAY
Motion is to approve the Proclamation recognizing annually January 11th as Human Trafficking Awareness Day.
- Page 29 Item 4: MAYORAL APPOINTMENT TO THE SENIOR SERVICES ADVISORY COMMITTEE
Motion is to confirm the Mayoral appointment of Sheila Dahlgren to a two-year term on the City of Des Moines Senior Services Advisory Committee effective January 23, 2015 and expiring on December 31, 2016.

Page 33 Item 5: INTERLOCAL AGREEMENT WITH KING COUNTY, FOR USE OF ELECTRONIC FINGERPRINT EQUIPMENT PROVIDED BY THE REGIONAL AFIS PROGRAM
Motion is to approve the agreement between the City of Des Moines and King County, allowing King County to provide Livescans (electronic fingerprint stations) and Mobile ID (handheld remote fingerprint devices) to the Des Moines Police Department and to authorize the City Manager to sign the interlocal agreement substantially in the form submitted.

PUBLIC HEARING/CONTINUED PUBLIC HEARING

Page 49 Item 1: EMINENT DOMAIN: TRANSPORTATION GATEWAY PROJECT, SEGMENT 1-A
Staff Presentation: Engineering Services Manager Brandon Carver

NEW BUSINESS

Page 149 Item 1: UPDATE ON THE MARINA'S FINANCIAL SUSTAINABILITY PLAN
Staff Presentation: Harbormaster Joe Dusenbury

Page 151 Item 2: NUISANCE PROPERTY ABATEMENT FUND
Staff Presentation: City Attorney Pat Bosmans

NEXT MEETING DATE

February 12, 2015

ADJOURNMENT

CITY OF DES MOINES
Voucher Certification Approval
22-Jan-15
Auditing Officer Certification

Vouchers and Payroll transfers 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.

As of **Jan 22, 2015** the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers included in the attached list and further described as follows:

The vouchers below have been reviewed and certified by individual departments and the City of Des Moines Auditing Officer.

Claims Vouchers:		Numbers				Amounts	
Total A/P Checks/Vouchers		141711	-	141883	173	1,539,485.19	
Electronic Wire Transfers						0.00	
Subtotal for this Council Packet						1,539,485.19	
Voided Claim Checks this check run:						0.00	
Voided Claim Checks from previous check runs		140718	141244		2	(501.00)	
Total Claims/Wire Transfers/Voids						1,538,984.19	
Payroll Vouchers:		DISBURSED 01/05/15				Amounts	
Payroll Checks		18585	-	18594	= 10	9,900.97	
Direct Deposit		10001	-	10157	= 157	307,015.15	
Payroll Taxes						75,296.18	
Wage/Garnishments						572.07	
Voids					0	0.00	
Electronic Wire Transfers						87,008.92	
ICMA 401 Forfeitures						0.00	
Total Claims						479,793.29	
Total certified Wire Transfers, Voids, A/P & Payroll vouchers for Jan 22, 2015						2,018,777.48	

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Draft Resolution 15-002: Funding Certification for South 216th Street, Segment 1-A (24th Ave. S. to SR99) Improvement Project

AGENDA OF: January 22, 2015

DEPT. OF ORIGIN: January 9, 2015

DATE SUBMITTED: January 13, 2015

ATTACHMENTS:

1. Draft Resolution No. 15-002
2. Transportation Improvement Board (TIB) Project Selection Letter
3. TIB Funding Status Form and Fuel Tax Distribution Agreement
4. 2015-2020 CIP Budget, S. 216th Street Segment 1-A, #319.332

CLEARANCES *PO*

- ☒ Legal
- ☐ Economic Development N/A
- ☒ Finance
- ☐ Marina N/A
- ☐ Parks, Recreation & Senior Services N/A
- ☒ Planning, Building & Public Works DJB
- ☐ Police N/A
- ☐ Courts N/A

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *mm/ach*

Purpose and Recommendation:

The purpose of this agenda item is formally certify and pledge to the Washington State Transportation Improvement Board (TIB) that the City has secured local and/or private funding for construction of roadway improvements on the Transportation Gateway Project, S. 216th Street, Segment 1-A from 24th Avenue South to SR99 (Pacific Highway S). It also authorizes staff to prepare the project for advertising once the necessary project right of way has been secured. Award of a contract will be subject to Council approval. The following motion will appear on the consent calendar:

Suggested Motion

MOTION: "I move to approve Draft Resolution No 15-002 certifying to the Washington State Transportation Improvement Board (TIB) that full local funding is secured, authorize the Mayor sign the TIB Funding Status Form and the Fuel Tax Distribution Agreement with TIB, and further authorize the City Manager, or his designee, to advertize the S. 216th Street, Segment 1-A (24th Avenue S to SR99) improvement project for construction in the fall of 2015 following right of way acquisition and TIB approval."

Background:

Widening and improvement of S. 216th Street, Segment #1-A: 24th Avenue S. to SR99 is an element of the City of Des Moines Comprehensive Plan and an adopted element of the 2015 Capital Improvement Program, Project #319.332. This arterial segment is of one of the three roadway segments referred collectively as the

Transportation Gateway Project. This roadway will be widened with an additional travel lane in each direction, a center turn lane, an eastbound to westbound U-turn to mitigate access management, planters, bicycle lanes, curbs, gutters, sidewalks, underground wiring, LED street and pedestrian illumination, and a storm drainage improvements.

Discussion:

On November 24, 2014 the TIB selected the above project (Project Number 8-1-110(007)-1) for \$2,800,000 in grant funding (Attachment 2). The TIB requires certification and verification of funding as well as approval of a Fuel Tax Distribution Agreement (Attachment 3) signed by the Mayor of the City of Des Moines prior reimbursing the City for expenses. Resolution 15-002 (Attachment 1), provides the certification that full funding is available to construct the project as required by the TIB.

Design and environmental permitting are complete. The City adopted a right of way plan and is proceeding with right of way acquisition anticipating use of up to \$1 million in FHWA funds approved by the PSRC. The Washington State Freight Mobility Investment Board has approved a construction grant of up to \$892,000 for the project. Combined with other local funds and the TIB funds, the project is fully funded as represented in the 2015-2020 Capital Improvement program (Attachment 4). The City's design consultant will be finalizing the construction documents for bid advertisement. Required right of way is expected to be secured by October 30, 2015. Utility agreements are being finalized. A joint utility trench is designed into the project to underground remaining aerial distribution and communication lines and agreements will be secured prior to advertizing.

Alternatives:

Alternatives evaluated during preliminary design included an alignment that was centered on the existing roadway verses an offset alignment that attempted to minimize impacts on developed properties. The latter alignment was supported by public input and selected for final design. Another alternative is to defer certification; however, if certification is not forthcoming by November 21, 2015, the TIB grant may be rescinded due to unreasonable delay pursuant to WAC 479-05-211.

Financial Impact:

This project is an adopted 2015 Capital budget item, #319.332, and includes full funding to complete the project.

Recommendation/Conclusion:

Staff recommends adoption of the motion.

Concurrence:

The City Manager, City Attorney, Finance Director, and the Planning, Building and Public Works Director concur with this recommendation.

DRAFT RESOLUTION NO. 15-002

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, certifying funding for the City of Des Moines S. 216th Street, Segment 1-A Improvements (24th Ave. S. SR99).

WHEREAS, the City Council of Des Moines exists to promote the welfare of the citizens of Des Moines, Washington, and recognizes that improvements to S. 216th Street, Segment 1-A are necessary to sustain mobility and serve economic growth of the City; and

WHEREAS, the Comprehensive Transportation Plan for the City of Des Moines, was adopted as an element of the Comprehensive Plan and recommends that this roadway be widened to five lanes including bicycle and pedestrian improvements; and

WHEREAS, design of this project is complete, the City is securing the necessary right of way for construction of the project, and once right of way is secured will prepare to advertize the project for construction bids; and

WHEREAS, the City of Des Moines was selected for a grant from the Washington State Transportation Improvement Board (hereinafter TIB) and on November 24, 2014 the TIB announced that \$2,800,000 in state TIB funds would be available for the project subject to certification full funding for the improvements is available pursuant to RCW 47.26.084;

WHEREAS, the City of Des Moines adopted the 2015-2020 Capital Improvement Program budget including full funding for the S. 216th Street Segment 1-A Improvements (24th Ave. S to SR99; and now, therefore

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

Sec. 1 Funding for the S. 216th Street - Segment 1-A (24th Ave. S. to SR99) Improvement Project is secured and the City Council certifies that the necessary local matching funds will be available for construction.

ADOPTED BY the City Council of the City of Des Moines, Washington this ____ day of January, 2015 and signed in authentication thereof this ____ day of ___, 2015.

M A Y O R

Draft Resolution No. 15-002
Page 2 of 2

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk



Washington State Transportation Improvement Board

DEC 01 2014

BY: *P. Volin*

November 24, 2014

TIB MembersCouncilmember Sam Crawford, Chair
Whatcom CountyJim Albert
Office of Financial ManagementPasco Bakotich, P.E.
WSDOTWendy Clark-Getzin, P.E.
Clallam TransitGary Ekstedt, P.E.
Yakima CountyMayor James Irish
City of La CenterJohn Klekotka, P.E.
Port of EverettCommissioner Robert Koch
Franklin CountyColleen Kuhn
Human Services CouncilMayor Patty Lent
City of BremertonMick Matheson, P.E.
City of SultanCouncilmember R.E. Bob Olson
City of KennewickLaura Philpot, P.E.
City of SammamishDavid Ramsay
Feet FirstAmy Scarton
WSDOTHeidi Stamm
HS Public AffairsCommissioner Richard Stevens
Grant CountyJohn Vodopich
City of Bonney LakeJay Weber
County Road Administration BoardClay White
Snohomish CountyStevan E. Gorcester
Executive DirectorP.O. Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140
Fax: 360-586-1165
www.tib.wa.gov

Mr. Dan Brewer
Planning, Building and Public Works Director
City of Des Moines
21650 11th Avenue South
Des Moines, WA 98198-6317

Dear Mr. Brewer:

Congratulations! We are pleased to announce the selection of your project, S 216th Street (segment 1-A), 24th Avenue S to SR 99, TIB project number 8-1-110(007)-1.

Total TIB funds for this project are \$2,800,000.

Before any work is allowed on this project, you must:

- Verify the information on the Project Funding Status Form, revise if necessary, and sign;
- Submit the section of your adopted Six Year Transportation Plan listing this project;
- Sign both copies of the Fuel Tax Grant Distribution Agreement; and
- Return the above items to TIB.

You may only incur reimbursable expenses after you receive approval from TIB.

In accordance with RCW 47.26.084, you must certify full funding by November 21, 2015 or the grant may be terminated. Grants may also be rescinded due to unreasonable project delay as described in WAC 479-05-211.

If you have questions, please contact Greg Armstrong, TIB Project Engineer, at (360) 586-1142 or e-mail GregA@TIB.wa.gov.

Sincerely,

Stevan Gorcester
Executive Director

Enclosures

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City of Des Moines
8-1-110(007)-1
S 216th Street (segment 1-A)
24th Avenue S to SR 99

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Des Moines
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the S 216th Street (segment 1-A), 24th Avenue S to SR 99 (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Des Moines, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$2,800,000 for the project specified above, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable



amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for costs incurred in excess of the grant amount. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the original ratio between TIB funds and total project costs.



12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Signature of Chairman/Mayor

Date

Executive Director

Date

Print Name

Print Name

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City of Des Moines

8-1-110(007)-1

S 216th Street (segment 1-A)

24th Avenue S to SR 99

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- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
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13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Signature of Chairman/Mayor

Date

Executive Director

Date

Print Name

Print Name

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Transportation Improvement Board Project Funding Status Form

Agency: **DES MOINES**

TIB Project Number: **8-1-110(007)-1**

Project Name: **S 216th Street (segment 1-A)
24th Avenue S to SR 99**

Verify the information below and revise if necessary.

Return to:
Transportation Improvement Board
PO Box 40901
Olympia, WA 98504-0901

PROJECT SCHEDULE

	Target Dates
Construction Approval Date	Nov 2015
Contract Bid Award	Dec 2015
Contract Completion	Dec 2016

PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
DES MOINES	886,724	
WSDOT	0	
Federal Funds	0	
FMSIB	892,000	
TOTAL LOCAL FUNDS	1,778,724	

Signatures are required from two different agency officials. Return the originally signed form to the TIB office.

Mayor or Public Works Director

Signature

Date

Printed or Typed Name

Title

Financial Officer

Signature

Date

Printed or Typed Name

Title

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2015 - 2020 CAPITAL IMPROVEMENT PLAN Transportation CIP Fund

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Transportation	PROJECT NO.	319.332
PROGRAM	Des Moines Transportation Gateway	Project Type:	Capacity
PROJECT	South 216th Street Improvement - Segment 1-A (SR99 to 24th)	Council Goals met:	1, 2, 3
		Council Objectives met:	
		Project Status	Adopted
LOCATION	S. 216th St - SR99 to 24th Avenue South		
DESCRIPTION:	Widen roadway to 5 lanes with two additional travel lanes in each direction, a continuous left turn lane, a U-turn pocket (EN to WB) at SR99, bicycle lanes, planter strips and sidewalks.		

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL*	Prior Years	FY 12 Act	FY 13 Act	FY 14 Amend	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
ADMIN (CITY STAFF)	\$ 230,537	\$ 44,703	\$ 3,148	\$ 2,686	\$ 37,314	\$ 30,000	\$ 40,000	\$ 55,000	\$ 55,000			
CIP PROJ MANAGEMENT	80,664	-		664	(664)		50,000	15,000	15,000			
DESIGN / ENGINEERING	848,472	625,848	8,150	19,474	79,643	75,000	120,000					
LAND	1,100,000				282,500	100,000	1,000,000					
ROW SERVICES	145,716		19,822	40,894	78,236	30,000	55,000					23
IMPROVEMENTS	3,923,553				-			3,500,000	423,553			
INSPECTION	511,271				-			350,000	161,271			
CONTINGENCY	475,000				50,000			275,000	200,000			
Utility Undergrounding	104,400								104,400			
Highline Water District	39,500								39,500			
OTHER	-											
TOTAL	\$ 7,459,113	\$ 670,551	\$ 31,120	\$ 63,718	\$ 527,029	\$ 235,000	\$ 1,265,000	\$ 4,195,000	\$ 998,724			

FUNDING SOURCES	TOTAL*		FY 12 Act	FY 13 Act	FY 14 Amend	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
PWTF Loan (confirmed)	\$ 325,000	\$ 325,000	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -			
Federal STP (confirmed) - ROW	1,000,000	-					1,000,000					
FMSIB (confirmed)	892,000	-						892,000				
TRAFFIC IMPACT FEES	705,000	-			50,000	50,000		275,000	380,000			
IN-LIEU FEES (unconfirmed)	-	-										
TIB (Unconfirmed)	2,800,000	-						2,400,000	400,000			
Highline Water District	39,500	-							39,500			
Utilities (Comcast/CenturyLink)	104,400								104,400			
2008 Bond Proceeds	-	-										
Transportation CIP Fund	1,593,213	345,551	31,120	63,718	477,029	185,000	265,000	628,000	74,824			
TOTAL	\$ 7,459,113	\$ 670,551	\$ 31,120	\$ 63,718	\$ 527,029	\$ 235,000	\$ 1,265,000	\$ 4,195,000	\$ 998,724			

*Excludes FY 14 Amd



2015 - 2020 CAPITAL IMPROVEMENT PLAN Transportation CIP Fund

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Transportation	PROJECT NO.	319.332
PROGRAM	Des Moines Transportation Gateway	Project Type:	Capacity
PROJECT	South 216th Street Improvement - Segment 1-A (SR99 to 24th)	Council Goals met:	1, 2, 3
		Council Objectives met:	
		Project Status	Adopted
LOCATION	S. 216th St - SR99 to 24th Avenue South		

JUSTIFICATION:

The need for capacity increases, pedestrian, bicycle and transit facilities along South 216th Street is identified in the City's Comprehensive Transportation Plan and the Six Year Transportation Improvement Plan. South 216th Street has numerous retail and multi-family developments that generate pedestrian and bicycle traffic along the shoulder of the road. Pedestrians use this route to access bus stops, city buildings, and the Pacific Highway Corridor. Given the eventual development of the Des Moines Creek Business Park and other potential developments, additional capacity improvements will be needed to maintain concurrency and support development activity. With pending development in the immediate area, planning and design for the South 216th Street corridor cannot be delayed. Design was funded by a PWTF loan. The City will need to secure "outside" funding sources for right of way and construction.

A 30% design report (Transportation Gateway Project) was completed in December 2009. The report includes design recommendations for Segment 1, I-5 to 24th Avenue S., described in the 2009 capital budget. Given the lack of foreseeable funding to replace and expand the I-5 overcrossing to 4 lanes, staging is recommended to transition the S. 216th St roadway, bicycle lanes and sidewalk back to the current 3 lane configuration east of SR99. Segment 1-B, I-5 to Pacific Highway S., will remain a capital improvement in the long range plan awaiting SR509 funding to replace and widen the I-5 bridge overpass.

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SCOPE OF WORK:

An 85% design level estimate of probable right-of-way and construction costs are included herein for Segment 1A. The project includes the following improvements: installation of curbs, gutters and sidewalks on both sides of the street, bicycle lanes, transit stop improvements, planters, widening the road with asphalt pavement to four lanes with a center left turn lane and an EB to WB U-turn pocket at Pacific Highway S., improvements to the existing closed drainage system, pedestrian and street lighting, and undergrounding of overhead communication and electrical distribution wires. The scope includes engineering, environmental analysis, permit documents, and preparation of final plans, specifications and cost estimates by a consultant scheduled to be completed by March, 2011. A right of way plan will be adopted, however, right of way acquisition procedures and construction will not be initiated until outside sources of funding can be secured.

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT:

Human Trafficking Awareness Day

ATTACHMENTS:

1. Proclamation

AGENDA OF: January 22, 2015

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: January 14, 2015

CLEARANCES:

[N/A] Legal _____

[N/A] Economic Development _____

[N/A] Finance _____

[N/A] Marina _____

[N/A] Parks, Recreation & Senior Services _____

[N/A] Planning, Building & Public Works _____

[N/A] Police _____

[N/A] Courts _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *WMM/ACM***Purpose and Recommendation:**

The purpose of this item is to observe Human Trafficking Awareness Day, which reaffirms the City of Des Moines' zero-tolerance policy for human trafficking, and encourage all to raise awareness and work collaboratively with law enforcement agencies and community organizations to combat this terrible crime.

Suggested Motion

I move to approve the Proclamation recognizing annually January 11th as Human Trafficking Awareness Day

Background:

In 2007 the U.S. Senate designated annually that January 11 would be recognized as a National Day of Human Trafficking Awareness in an effort to raise consciousness about this global, national and local issue. January 11, 2012, Washington State Senate followed, unanimously adopting Senate Resolution 8663, which honors people and organizations that fight against human trafficking and encourages Washingtonians to observe National Slavery and Human Trafficking Prevention month, as well as the National Day of Human Trafficking.

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City of Des Moines



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



Proclamation

WHEREAS, human trafficking occurs when someone uses force, fraud or coercion to cause another person to engage in forced labor, involuntary servitude, or a commercial sex act; and

WHEREAS, human trafficking is second only to narcotics trafficking in international crime; and

WHEREAS, the International Labor Organization estimates that there are upwards of 20 million victims of modern day slavery worldwide, with children making up 27 percent of the victims; and

WHEREAS, victims of human trafficking may be young, old, male, female, US citizens, or foreign nationals; and

WHEREAS, aggressively identifying and prosecuting the buyers and sellers of trafficking victims is an effective strategy to end the commission of human trafficking; and

WHEREAS, assisting victims of human trafficking requires a coordinate community response among community groups, social services, schools, and law enforcement; and

WHEREAS, Washington State recognizes a National Day of Human Trafficking Awareness, which is designated annually as January 11th; now therefore

THE DES MOINES CITY COUNCIL HEREBY PROCLAIMS, January 11th to be

HUMAN TRAFFICKING AWARENESS DAY

in the City of Des Moines, and reaffirms the City of Des Moines' zero-tolerance policy for human trafficking, and encourages all to raise awareness about human trafficking and work collaboratively with law enforcement agencies and community organizations to combat this terrible crime.

SIGNED this 22nd Day of January, 2015

Dave Kaplan, Mayor

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A G E N D A I T E M

SUBJECT:

Mayoral Appointment to the Senior
Services Advisory Committee

ATTACHMENTS:

Senior Services Advisory Committee
Application

AGENDA OF: January 22, 2015

DEPT. OF ORIGIN: Parks, Recreation, & Senior
Services

DATE SUBMITTED: January 16, 2015

CLEARANCES:

[X] Legal ✓

[NA] Finance _____

[NA] Marina _____

[X] Parks, Recreation & Senior Services ✓

[NA] Planning, Building & Public Works _____

[NA] Police _____

[NA] Courts _____

APPROVED BY THE CITY MANAGER
FOR SUBMITTAL MA/ACH

Purpose and Recommendation

The purpose of this agenda item is to recommend City Council confirmation of one Mayoral appointment to the City of Des Moines Senior Services Advisory Committee.

Suggested Motion

Motion: "I move to confirm the Mayoral appointment of Sheila Dahlgren to a two-year term on the City of Des Moines Senior Services Advisory Committee effective January 23, 2015 and expiring on December 31, 2016."

Background

The Senior Services Advisory Committee was created by chapter 4.44 DMMC, which details the powers and duties of the Committee, ex-officio members, terms, meetings, reports to City Council, and scope of duties for the Senior Services Advisory Committee. The Committee advises the City Council on policy and budgetary subjects related to senior services, current and future facilities relating to senior services, review of federal, state and county laws and regulations, proposed laws and regulations and the impact of such laws and regulations on delivery of senior services, and to perform such other tasks as are assigned by the City Council.

The Committee consists of seven members, one of whom is a member of the City Council. One member of the Committee need not be a resident of the City and up to two members of the Committee may reside outside the City limits but work or volunteer within the City limits. Committee members are appointed to four year terms.

Discussion

Ms. Sheila Dahlgreen is seeking to fill a vacant two year term.

Alternatives

None provided.

Financial Impact

No financial impact.

Recommendation/Concurrence

It is recommended that the Council confirm the Mayoral appointment of Sheila Dahlgreen to the Senior Services Advisory Committee.



CITY OF DES MOINES
APPLICATION FOR APPOINTIVE OFFICE
 21630 11th Avenue South
 Des Moines, WA 98198

Recvd. 12/10/14

Please Check

NAME: Sheila Dahlgren ☐ Civil

Service Commission

ADDRESS: 20405 2nd Ave SW

CITY, ZIP: Normandy Park, W

PHONE: Home 206-852-6605 Work same

LENGTH OF RESIDENCE AT THE ABOVE ADDRESS 25 years

Email address: smdahlgren@msn.com

REGISTERED VOTER? YES!

EMPLOYMENT SUMMARY LAST FIVE YEARS: Renton Technical College - Adjunct Faculty - Nursing Program since 2006; Tacoma Community College - Adjunct Faculty - Nursing Program since 2013

- ☐ Planning Agency
☐ Library Board
☐ Human Services
☐ Senior Services

Are you related to anyone presently employed by the City or a member of a City Board? No

If yes, explain: _____

Do you currently have an owning interest in either real property (other than your primary residence or a business) in the Des Moines planning area? No If so, please describe: _____

IN ORDER FOR THE APPOINTING AUTHORITY TO FULLY EVALUATE YOUR QUALIFICATIONS FOR THIS POSITION, PLEASE ANSWER THE FOLLOWING QUESTIONS USING A SEPARATE PAPER IF NECESSARY.

1. Why do you wish to serve in this capacity and what can you contribute? As a Registered Nurse and Nurse Educator I primarily work with older adults and students. I wish to work in this capacity because this is an important population to me with unique issues that are very often overlooked. I feel I can contribute the perspective of the health care system and how the varying support systems need and can work together to best be there for this population.

2. What problems, programs or improvements are you most interest in? I am most interested in ongoing health education and support systems, caregiver support and enriching lives with FUN!

3. Please list any Des Moines elective/appointive offices you have run/applied for previously. None

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Inter-local Agreement with King County, for Use of Electronic Fingerprint Equipment Provided by the Regional AFIS Program

ATTACHMENTS:

1. King County AFIS Intro Letter
2. Inter-Local Agreement

FOR AGENDA OF: January 22, 2015

DEPT. OF ORIGIN: Police

DATE SUBMITTED: January 15, 2015

CLEARANCES:

[X] Legal 16

[n/a] Finance _____

[n/a] Marina _____

[n/a] Parks, Recreation & Senior Services _____

[n/a] Planning, Building & Public Works _____

[X] Police 910

[n/a] Courts _____

[n/a] Economic Development _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: MM / ACM

Purpose and Recommendation

The purpose of this agenda is to seek the approval from council to enter into an agreement with King County and the City of Des Moines for the purpose of King County providing Livescans (electronic fingerprint stations) and Mobile ID (handheld remote fingerprint devices) to the Des Moines Police Department.

Suggested Motion

"I move to approve the agreement between the City of Des Moines and King County, allowing King County to provide Livescans (electronic fingerprint stations) and Mobile ID (handheld remote fingerprint devices) to the Des Moines Police Department, and to authorize the City Manager to sign the inter-local agreement substantially in the form as submitted."

Background

King County's regional Automated Fingerprint Identification System (AFIS) program, under the administration of the Sheriff's Office, is in the process of establishing an Inter-local Agreement (ILA) with each agency in the county that provides law enforcement and/or booking services. The ILA

addresses use and maintenance of electronic fingerprint equipment provided to the agencies by the AFIS Program.

By way of a King County property tax levy, the AFIS program funds these Livescans and Mobile ID devices located throughout the county. This equipment is the means by which fingerprints are transmitted into the AFIS computer, resulting in the positive identification of individuals.

Livescan is an electronic fingerprinting station that submits fingerprints and palm prints to the King County AFIS computer. The prints are matched against other fingerprint records as well as “latent” prints collected at crime scenes. Along with fingerprints, related arrest information is forwarded to the Washington State Patrol and FBI for entry onto state and national rap sheets. Livescans have been in operation at jails and police departments in the county since the late 1990’s. In many locations, they are also used to fingerprint citizens applying for various permits or licenses. Throughout 2015 and 2016, the AFIS program will replace the Livescans with updated versions.

Mobile ID is a wireless, handheld device used by the officer in the field to submit an individual’s prints when identity is in question. This remote search against the AFIS computer provides an “ID” response in less than two minutes. It gives the officer information when determining whether to take a person into custody. The device is also used to identify injured and/or deceased individuals. The Mobile ID infrastructure and devices were successfully piloted in King County for the past three years. The AFIS program has purchased 250 additional devices for distribution throughout the county this fall.

No ILA currently exists to address the use and maintenance of this equipment. The ILA essentially memorializes and clarifies expectations, responsibilities, and practices in place for many years at agencies already using Livescans.

The ILA also contains a Mobile ID policy that the police agency would be agreeing to implement. This policy was reviewed by police agencies and American Civil Liberties Union (ACLU) representatives. The ACLU’s concerns were that:

- 1) Officers could fingerprint individuals without cause
- 2) The prints would be retained

These concerns are addressed in the policy, and the ACLU representatives were satisfied with the AFIS Program’s responses, as follows:

- 1) The officer must have probable cause, reasonable suspicion, and/or an articulable reason to question a subject’s identity
- 2) The prints are used for a one-time search and response and will *not* be retained in the AFIS database

The ILA is the same for each city and/or entity within King County. It was vetted with a sampling of jurisdictions within King County and reflects those agencies’ input. If approved, the ILA would be in effect from year to year unless modified or terminated in accordance with the terms outlined in the agreement.

Alternatives

The alternative to entering into this agreement would be to have officers continue with the current procedure of bringing subject with identity questions down to the station to confirm their identity using the Livescan machine.

Financial Impact

The current AFIS levy, 2013-2018, funds this equipment. If the AFIS program receives continued support into the future, it intends to continue the purchase, maintenance, and replacement of equipment as needed. The only costs to the agency are: minimal IT staff time to assist AFIS program staff in setting up the software, hardware, and network connections; time for officers to receive training and report any issues; and any on-site change that may be needed to prepare for installing a Livescan station. This information is further addressed in the ILA.

Recommendation or Conclusion

It is staff's recommendation for council to approve acceptance of this inter-local agreement and authorize the City Manager to sign the Interagency Agreement. Without entering into this agreement, the Des Moines Police Department's ability to confirm the identity of subjects in the field would be limited. An officer would be forced to transport the subject to the station and have them fingerprinted on the Livescan machine, rather than having the ability to use the more time efficient Mobile ID equipment.

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KING COUNTY SHERIFF'S OFFICE
516 Third Avenue, W-116
Seattle, WA 98104-2312
Tel: 206-296-4155 • Fax: 206-296-0168

John Urquhart
Sheriff

September 17, 2014

Chief George Delgado
Des Moines Police Department

Dear Chief Delgado,

Please find an enclosed Interlocal Agreement (ILA) regarding your police department's use of electronic fingerprint capture equipment. As the manager of King County's Regional Automated Fingerprint Identification System (AFIS), I respectfully request your city's review and approval of this ILA.

Through levy funding, the AFIS program provides Livescans (electronic fingerprint stations) and Mobile ID (handheld remote fingerprint devices) to police agencies in the county. This equipment is the means by which fingerprints are transmitted into the AFIS, resulting in the positive identification of individuals.

Currently, no ILA exists that addresses the use and maintenance of this equipment. The ILA essentially memorializes practices in place for many years at agencies using Livescans. It also contains a policy that your agency would be agreeing to implement for use of Mobile ID devices.

The ILA is the same for each city and/or entity within King County. It was vetted with a sampling of jurisdictions within King County and reflects those agencies' input. To provide background information to aid in your approval process, I have included a sample for a council meeting agenda item. The sample contains additional information not detailed in this letter.

I hope to have this returned as soon as feasible, and I will follow up within two months. Once the ILA is printed and signed, it can be scanned and sent to me via email. I will return a fully signed version after Executive Constantine signs. Please let me know if a hard copy is preferable.

Thank you for your attention to this request. Should you have questions, please feel free to contact me.

Best Regards,

A handwritten signature in cursive script, appearing to read "Carol Gillespie".

Carol Gillespie, Program Manager
King County Regional AFIS
(206) 263-2721
carol.gillespie@kingcounty.gov

Enclosures

cc: AFIS Advisory Committee Chair Robin Fenton

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**INTERLOCAL AGREEMENT BETWEEN
KING COUNTY AND THE CITY OF DES MOINES**

for use of

ELECTRONIC FINGERPRINT CAPTURE EQUIPMENT

THIS AGREEMENT is entered into between King County ("County") and the city of Des Moines ("Agency"). The County and the Agency may be referred to individually as a "Party" or collectively as "Parties."

WHEREAS, the Automated Fingerprint Identification System (AFIS) has proven to be an effective crime-fighting tool in furtherance of the health, welfare, benefit and safety of the residents within King County; and

WHEREAS, since January 1, 2013, the County has continued to provide effective AFIS services to public law enforcement agencies within King County, through a voter approved six (6) year levy, as authorized by King County Ordinance No. 17381; and

WHEREAS, the Agency wishes to use AFIS services through Electronic Fingerprint Capture Equipment ("FP Equipment") including the necessary software and computer equipment, and system maintenance services;

NOW, THEREFORE, for and in consideration of the promises and covenants contained in this Agreement, the Parties hereto agree as follows:

I. PURPOSE

The purpose of this Interlocal Agreement is to establish the terms under which FP Equipment, which the County approves for placement in the Agency, will be used and maintained. This applies to FP Equipment previously approved for placement in the Agency and FP Equipment approved for placement in the Agency during the term of this agreement. The goals of this Agreement are to:

- Protect the public by assisting law enforcement in identifying potentially wanted or dangerous subjects before they are released from custody.
- Protect law enforcement officers by providing information important to officer safety prior to the release of detained individuals.
- Provide efficiency and accuracy in criminal record reporting to the Washington State Patrol ("WSP") and the Federal Bureau of Investigation ("FBI").
- Improve the quantity and quality of fingerprints available for search in the King County Regional AFIS Database.

FP Equipment is defined as:

- Livescan: stationary electronic fingerprint capture equipment used to obtain full sets of fingerprints for purposes of searching and storing in AFIS;
- Mobile ID: mobile electronic fingerprint capture equipment used to obtain prints from two fingers for purposes of searching AFIS to determine an individual's identity. These prints are not stored in AFIS.

II. CONTRACT ADMINISTRATION

- A. This Agreement shall be administered by the King County Sheriff through the Regional AFIS Manager or other designee and the Agency Chief of Police or its designee. Each Party's governing body shall approve this Agreement. Each Party shall inform the other within thirty (30) days of this Agreement's execution of its respective contract administrator.

III. GENERAL TERMS AND CONDITIONS

- A. The County, in its sole discretion, will decide whether to place FP Equipment in the Agency.
- B. All FP Equipment purchased by the County and located at the Agency's site shall remain the property of the County.
- C. The County may require the Agency to return FP Equipment to the County at any time, for any reason.
- D. All FP Equipment that has been installed by the King County Regional AFIS Program will be available for use by any other law enforcement agency operating within King County, if feasible, and no charge for the use of those devices by other agencies will be levied by the Agency.
- E. All FP Equipment shall be used exclusively for biometric purposes only.
- F. Statistics, or any information, which is pertinent to the FP Equipment and AFIS Program and requested by the King County Regional AFIS Manager, will be compiled by the Agency and submitted as needed.
- G. The Agency shall cooperate with the FBI if contacted through a post-processing review of a Mobile ID match in its database.
- H. The County may remove any Agency employee's rights to use FP Equipment at any time, for any reason.
- I. The Agency shall ensure that no Agency employee, officer or agent sells, transfers, publishes, discloses, or otherwise makes available any FP Equipment, software, documentation or copies thereof to any third party without the express written authorization of the County.
- J. The Agency agrees to notify the County immediately of any FP Equipment access code of any person who leaves Agency employment so that the County may delete that person's access code in order to maintain the integrity of the AFIS.
- K. The Agency will comply with all FP Equipment requirements as detailed in attached Exhibit A. The Regional AFIS Manager may revise these requirements at any time. Any revised requirements will be provided to the Agency and automatically incorporated as a new Exhibit A to this agreement. No council approval will be required to amend the Exhibit A.
- L. The Agency will comply with the Regional AFIS Program Biometric Handheld Fingerprint Identification Policy. Copy attached as Exhibit B. The Regional AFIS Manager may revise this policy at any time. Any revised policy will be provided to the Agency and automatically incorporated as a new Exhibit B to this agreement. No council approval will be required to amend the Exhibit B.

IV. AGENCY LIAISONS AND TRAINING

- A. The Agency shall assign at least one (1) Liaison. The Agency may assign separate Liaisons for each type of FP Equipment.
- B. All Agency Liaisons are required to attend training in the proper use of and the administrative functions of the FP Equipment. Training shall be provided by the County designated Trainer.
- C. Agency Liaisons for Livescan are responsible to work with the County to schedule staff training, provide user access, perform queue maintenance, and conduct system troubleshooting and testing.
- D. Agency Liaisons for Mobile ID are responsible to work with the County to schedule Agency staff to install the Mobile ID software, schedule staff training, and conduct system troubleshooting and testing.
- E. All Agency FP Equipment Operators are required to attend County provided training in the proper use of the FP Equipment by the County designated Trainer.

V. INSTALLATION AND MAINTENANCE OF ELECTRONIC FINGERPRINT CAPTURE EQUIPMENT

A. Costs paid by County

The County shall pay for the one-time delivery and installation of the FP Equipment approved for placement in the Agency. The County shall be responsible for all maintenance costs on the FP Equipment, unless otherwise specified below.

B. Costs paid by Agency

The Agency shall pay the following costs related to FP Equipment:

- 1. Any cost for office space remodeling which may be necessary to accommodate the Agency's Livescan installation;
- 2. Any internal infrastructure which may be necessary to connect the Agency to the King County Network. This infrastructure may include a Local Area Network, wiring, or other equipment;
- 3. Services in connection with the relocation of the FP Equipment or the additional removal of items of equipment, attachments, features, or other devices, except as may be mutually agreed by written amendment to this Agreement;
- 4. Electrical work external to the Agency's FP Equipment;
- 5. Repair or replacement of damaged or lost FP Equipment from any cause whatsoever, while in the care, custody and/or control of the Agency;
- 6. Repair or replacement to FP Equipment due to the FP Equipment being modified, damaged, altered, moved or serviced by personnel other than County's Contractor or its authorized representative;
- 7. Purchase of consumable FP Equipment supplies, such as printer toner cartridges, cleaning supplies, and gloves;

8. Agency employee salary cost and any overtime pay which may be necessary to complete initial or ongoing use or training for FP Equipment;
 9. Cost of integrating any Agency system to the FP Equipment.
 10. Costs associated with moving FP Equipment.
 11. Costs associated with preventative cleaning of FP Equipment.
- C. The County shall act as the point of contact for any questions or service calls from the Agency that need to be relayed to the FP Equipment Contractor. The County shall have a contact person available twenty-four (24) hours a day, seven (7) days a week.
 - D. The Agency shall provide a means of gaining access to the FP Equipment twenty-four (24) hours a day, seven (7) days a week for the purpose of installation, service calls, regular maintenance and special maintenance, when agreed upon in advance between parties. The Agency shall permit the County and/or the FP Equipment Contractor prompt and free access to the FP Equipment, including the ability to access the Livescan remotely.
 - E. The Agency will not make or permit any person other than the County or the FP Equipment Contractor to make any adjustment or repair to the FP Equipment. The Agency will not relocate, modify, change, or attempt to connect said FP Equipment without the prior written permission of the AFIS Regional Manager. The Agency will not attempt to service the FP Equipment, except for normal cleaning, and will not permit anyone other than the County or the FP Equipment Contractor to perform maintenance services in connection with the FP Equipment.
 - F. The Agency shall promptly notify the County of any error, defect, or nonconformity in the FP Equipment.
 - G. The Agency shall perform preventative cleaning of the FP Equipment in accordance with the written instructions and schedules provided by the County.
 - H. Any local system or network changes that would affect the FP Equipment or King County network must be reviewed by King County prior to implementation.
 - I. The Agency shall provide and maintain the network required to submit electronic fingerprint transmissions, in compliance with the FP Equipment Security Policy as described in Exhibit A.

VI. DURATION, TERMINATION AND AMENDMENT

- A. This Agreement shall become effective when it is signed by both Parties.
- B. This Agreement shall continue in full force and effect from year to year unless modified or terminated in accordance with the terms of this Agreement.
- C. This Agreement may be terminated or suspended by either Party without cause, in whole or in part, by providing the other Party's administrator, as described in Article 2, thirty (30) days advance written notice of the termination.
- D. If County or other expected or actual funding is withdrawn, reduced, or limited in any way the County may, upon written notification to the Agency's administrator, as described in Article 2, terminate or suspend this Agreement in whole or in part and such termination or suspension may take place immediately.

- E. This Agreement shall terminate without penalty in the event that, in the opinion of the County, AFIS levy proceeds are, for whatever reason, no longer available for purposes of this Agreement.
- F. Upon termination of this Agreement, the Agency shall cooperate in the return of all King County property to the County. Such a return would be coordinated by the Regional AFIS Manager.
- G. As described in Section III.M and N, any changes to Exhibit A or B may be made by the Regional AFIS Manager. All other amendments to this Agreement must be agreed to in writing by the parties.

VII. INDEMNIFICATION AND LIMITATION OF LIABILITY

- A. In no event will the County be liable for loss of data, loss of use, interruption of service, incompleteness of data and/or for any direct, special, indirect, incidental or consequential damages arising out of this Agreement or any performance or non-performance under this Agreement.
- B. The Agency shall indemnify, defend and hold harmless the County and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of or in any way relating to the installation, maintenance or use of the County's FP Equipment including any claimed violation of any person's civil rights. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the Agency's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the County only, and only to the extent necessary to provide the County with a full and complete indemnity of claims made by the Agency's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County, the Agency shall defend the same at its sole cost and expense; provided, that, the County retains the right to participate in said suit at its own expense if any principle of governmental or public law is involved; and if final judgment be rendered against the County and its officers, agents, and employees, or any of them, or jointly against the County and the Agency and their respective officers, agents, and employees, or any of them, the Agency shall satisfy the same.
- C. The County assumes no responsibility for the payment of any compensation, fees, wages, benefits or taxes to or on behalf of the Agency, its employees, contractors or others by reason of this Agreement.
- D. The Agency shall protect, indemnify and save harmless the County, its officers, agents and employees from any and all claims, costs and losses whatsoever occurring or resulting from (1) the Agency's failure to pay any compensation, wage, fee, benefit or tax, and (2) the supplying to the Agency of work, services, materials or supplies by Agency employees or agents or other contractors or suppliers in connection with or in support of performance of this Agreement.
- E. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

VIII. CHOICE OF LAW AND VENUE

This Agreement will be governed by the laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity or other judicial proceeding for the enforcement of this Agreement may be instituted only in King County Superior Court.

IX. DISPUTES

The Parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both Parties will make a good faith effort to continue without

delay to carry out their respective responsibilities under this Agreement while attempting to resolve the dispute under this section.

X. NO THIRD PARTY BENEFICIARIES

There are no third party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any person or entity that is not a party hereto.

XI. WARRANTY OF RIGHT TO ENTER INTO AGREEMENT

The Parties each warrant they have the authority to enter into this Agreement and that the persons signing this Agreement for each Party have the authority to bind that Party.

XII. ENTIRE AGREEMENT

No change or waiver of any provision of the Agreement shall be valid unless made in writing and executed in the same manner as this Agreement. Except as to modifications to Exhibits A & B, the governing body of each Party shall approve any amendment to this Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous agreements, written or oral, between the Parties with respect to the subject matter hereof.

KING COUNTY	AGENCY:
_____	_____
NAME OF PERSON SIGNING	NAME OF AGENCY
_____	_____
TITLE OF PERSON SIGNING	NAME OF PERSON SIGNING
_____	_____
DATE SIGNED	TITLE OF PERSON SIGNING

	DATE SIGNED

EXHIBITS:

- A: FP Equipment Requirements
- B: Biometric Handheld Fingerprint Identification Policy

EXHIBIT A

FINGERPRINT EQUIPMENT REQUIREMENTS

I. LIVESCAN SPECIFIC REQUIREMENTS

A. Environmental

The County shall provide an Uninterruptible Power Supply (“UPS”) to be used with the Livescan equipment at no cost to the Agency.

The Agency shall provide the County with a minimum of two fixed IP addresses to be used only for the Livescan system and fingerprint card printer.

Cities must provide the proper environment for the Livescan, to include:

1. Consistent temperature ranging from 60 to 80 degrees Fahrenheit.
2. Consistent humidity ranging from 20% to 80% non-condensing.
3. Network connections no more than 3-4 feet from equipment.
4. Total of 4 power outlets within 3-4 feet of the Livescan system.

Note: It is recommended that Cities have a dedicated 120V, 15Amp, 60Hz power line for the Livescan to avoid circuit overload.

B. Local Interfaces

Livescans may be integrated with local records management systems provided that:

1. All development and installation costs are paid by the Agency
2. The integration specifications are provided for review and approval by the County prior to implementation
3. The integration is tested by the County prior to implementation

C. Fingerprint, Palmprint and Arrest Record Transmission

1. All Agency criminal misdemeanor, gross misdemeanor, and felony fingerprints and palmprints, on both adults and juveniles, will be electronically transmitted to the King County Regional AFIS database for search and registration.
2. The King County Regional AFIS will transmit the Agency’s fingerprint images, charge and demographic data, electronically to the Washington State Patrol for processing.
3. The Agency will be solely responsible for the accuracy of all demographic and charge information on its fingerprint and palmprint submissions. The County will not edit any suburban Agency demographic or charge information prior to submitting to Washington State Patrol.

II. MOBILE IDENTIFICATION SPECIFIC REQUIREMENTS

The Agency must provide the proper environment for the Mobile ID software, to include:

- A. The Mobile Data Terminal or patrol vehicle mounted laptop running Windows 7 (32 or 64 bit) operating system.
- B. The patrol vehicle must be a physically secure location according to current Criminal Justice Information Services Security Policy.

III. QUALITY CONTROL

Maintaining the quality of the Regional AFIS database is important in order to continue our region's ability to identify criminals and solve crimes. The Agency shall submit electronically captured fingerprints and palmprints (where applicable) to the Regional AFIS database that are of the best possible quality. The County will provide training to Agency staff, either through the FP Equipment Contractor or the County. The Agency and County will work together to ensure that all users are trained to competency. The County will review the quality of electronically captured prints and inform Agency of operators not meeting standards. These operators may be required to repeat training, and must improve their overall quality, in order to maintain access to the FP Equipment.

IV. NETWORKING

The Agency will provide coordination of Agency IT staff, when needed, to ensure secure networking is in place.

The Agency shall report, in advance when possible, all network changes and/or outages which have the potential to disrupt FP Equipment connectivity. Reporting can be made via the King County Service Request Line (206-263-2777) or the AFIS IT mailbox (AFISITHelp@kingcounty.gov).

V. SECURITY

A. Roles and Responsibilities

Each participating Agency is responsible for establishing appropriate security control.

All member Cities shall provide security awareness briefing to all personnel who have access to King County FP Equipment.

B. Monitoring

All access attempts are logged and/or recorded and are subject to routine audit or review for detection of inappropriate or illegal activity.

Security-related incidents that impact County FP Equipment data or communications circuits shall be reported immediately upon discovery by the Agency to the King County Regional AFIS Program.

C. Physical Security

Cities must assume responsibility for and enforce the system's security standards with regard to all Cities and users it services. The Agency must have adequate physical security to protect against any unauthorized access to FP Equipment, or stored/printed data at all times.

D. Network Environment Security

Cities hosting the connection of FP Equipment shall ensure adequate security measures are taken to provide protection from all forms of unauthorized and unsolicited access to FP Equipment. These security measures will be in compliance with Federal Information Processing Standard (FIPS) 140-2.

Cities are required to provide, manage, and maintain a firewall that segments the FP Equipment from any foreign non-public safety networks.

Any exceptions to this or any other network security requirement must be approved by the Regional AFIS Manager under the guidance of King County by and through its Sheriff's Office Information Services Section and King County Information Technology.

If a security breach occurs and personal identifiable information or confidential data is released or compromised, the host Agency shall bear the responsibility and costs to notify affected individuals whose information was released or compromised. This will be completed in accordance with any applicable state or federal laws.

EXHIBIT B



BIOMETRIC HANDHELD FINGERPRINT IDENTIFICATION POLICY
King County Regional Automated Fingerprint Identification System (AFIS)

I. **PURPOSE**

To provide direction for the use of the biometric handheld fingerprint identification devices, more commonly known as a mobile identification device or Mobile ID. If an agency wishes to adopt its own or deviate from this policy, the agency must present its request to the Regional AFIS Manager.

II. **PROGRAM**

King County's regional AFIS program has initiated a Mobile ID project, involving the use of wireless remote fingerprint identification throughout the county. The project is designed to assist in identifying persons whose identities are in question. While the fingerprint verification process already exists in King County, Mobile ID moves this function to law enforcement first responders, resulting in a more timely identification process.

The system scans the fingerprints at the Mobile ID device and transmits wirelessly to the King County AFIS. If the fingerprints are in the AFIS database, a positive match returns the person's specific identifiers to the Mobile ID device or officer's mobile computer.

In the future, a simultaneous search may also be conducted to search Washington State Patrol's AFIS database and an FBI database known as the Repository for Individuals of Special Concern (RISC).

- A. Only officers trained by AFIS program staff and operating under the guidelines of the Mobile ID project may use the device.
- B. In the event that lack of usage by the assigned officer is a concern, the AFIS program will communicate with the agency and provide retraining and/or direct a reassignment of the device.
- C. Any use of the device not consistent with this policy and/or law enforcement purposes may result in reassignment or forfeiture of the device, and/or a deactivation of access to the AFIS database. Additionally, any violation of the Mobile ID policy/procedure, or of federal or state law, may subject the officer to internal discipline by his/her agency.

III. **PROCEDURE**

The use or retention of any Mobile ID-collected data shall conform to federal and state laws. It must also conform to individual agency policy as well as the AFIS program procedure as follows:

- A. An officer may use Mobile ID when there is probable cause to arrest a suspect.
- B. An officer may also use Mobile ID during a Terry Stop based upon reasonable suspicion. If a person provides a driver's license or other valid means of identification, or gives the officer a name that can be confirmed through a driver's license check, that form of identification should suffice without the use of Mobile ID. However, if there are articulable facts that give rise to reasonable suspicion regarding the accuracy of a person's identity, the officer may use Mobile ID to verify identity.
- C. Absent probable cause or reasonable suspicion of criminal activity, a person may consent to an officer's request to use Mobile ID. However, the consent must be voluntary as defined by current Washington case law; i.e., the person must be informed that he/she has a right to refuse the officer's request.
- D. Use of the device shall be documented in any report generated as a result of the contact. The officer must articulate the specific facts that support the basis for the use of Mobile ID and must state the voluntary compliance of the Mobile ID if used without arrest, probable cause, or reasonable suspicion.

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Eminent Domain; Transportation
Gateway Project, Segment 1-A

FOR AGENDA OF: January 22, 2015

DEPT. OF ORIGIN: Legal

DATE SUBMITTED: January 6, 2014

ATTACHMENTS:

1. Draft Ordinance No. 14-253
2. Council Agenda Items: April 7, 2011;
February 14, 2013 and March 13, 2014
3. Approved Right-of-Way Plan
4. Letters to Property Owners January 7, 2015
5. Vicinity Map & Acquisition Status
6. City of Des Moines ROW procedures
7. 2015-2020 CIP Project Worksheet

CLEARANCES

☒ Legal RB

☐ Finance N/A

☒ Planning, Building & Public Works DSB

APPROVED BY CITY MANAGER

FOR SUBMITTAL Mum/ACM

Purpose and Recommendation

The purpose of this item is to authorize the City Attorney to begin condemnation proceedings to acquire rights-of-way on tax parcels 215640025, 8582700000, 21564000301, 0922049080, and 0922049054 located on the SW corner of S. 216th Street and Pacific Highway S. These acquisitions are consistent with the approved Right-of-Way Plans for the Transportation Gateway Project, S. 216th Street Improvement, Segment 1-A, between 24th Avenue S. and SR99 (Pacific Highway S.)

Suggested Motion

Motion: "I move to enact Draft Ordinance No. 14-253, directing the City Attorney to prosecute the eminent domain action in King County Superior Court in a manner provided by law to condemn, take, damage, and appropriate the real properties necessary to carry out the provisions of Draft Ordinance No. 14-253."

Background

On April 7, 2011 the City Council approved advancing with property acquisition for the Transportation Gateway Project including properties along S. 216th Street, Segment 1-A as funding and opportunities allowed. (Attachment 2)

The project is now fully financed and approved in the 2015 CIP. Subject to clearing title to all needed right of way, and securing WSDOT ROW certification, staff plans to advertise the Project for construction in 2015. The construction contract, upon Council approval, is expected to be awarded in last quarter of 2015.

On February 14, 2013 the City Council approved the Right-of-Way Plan for S. 216th Street, Segment 1-A of the Transportation Gateway Project. On March 13, 2014 the City Council directed staff to revise the project limits shifting improvements east of SR99 into S.216th St Segment 1-B. The right of way plan was modified by the City's consulting engineer. The modified ROW plan is consistent with Council direction and was approved on, October 30, 2014 (Attachment 3).

Letters of January 7, 2015 (Attachment 4) notified all impacted property owners of Council action on Draft Ordinance No. 14-253 and offered an opportunity to provide input during public hearing.

Discussion:

In general Transportation Gateway Project is a \$20+ million dollar street widening project focused along South 216th Street, and 24th Avenue South. Collectively the project consists of 3 segments in the City's Capital Improvement Plan:

1. S. 216 Street Segment 1-A, between SR99 and 24th Ave. S; (the segment of the Project that is the subject of this Agenda Item and Draft Ordinance);
2. S. 216 Street Segment 2, including 24th Avenue S. to 18th Avenue S. with a new traffic signal at 20th Avenue S. (substantially completed) and widening the 24th Avenue S. intersection including roadway transitions.
3. 24th Avenue S. between S. 208th Street and S. 216 Street (currently under construction).

These improvements are elements of the adopted City of Des Moines Comprehensive Plan. The City has purchased or acquired necessary easements from 22 parcels of property located along these corridors. There are 8 parcels along the S. 216th Street corridor that will be impacted by the project. The city secured title and/or possession and use for 3 of the 8 parcels. Attachment 5 is an illustration of property acquisitions to date. A project funding estimate prepared for each of the remaining 5 properties determined the fair market value of needed ROW will exceed \$25,000 and appraisals are required consistent with the City's Right of way procedures (Attachment 6) and requirements for federally funded projects.

The City's sub-consultant to KPG, Inc for this segment of the Transportation Gateway project is the ROW Group, a real estate and relocation service approved by WSDOT. An appraiser has been selected from the WSDOT approved list and has been given notice to proceed. Following review and approval of the appraisal and offer by the Planning, Building and Public Works Director, right of way agents from the ROW group present offers to the property owners this spring in a good faith in an attempt to reach a settlement without the use of condemnation. No business or residential relocations are anticipated. If settlement agreement(s) cannot be reached, the City Attorney will proceed and secure possession and use of the property with final settlement subject negotiations and court action.

Council action is required prior to acceptance of all offers and property. The widening of South 216 Street between 24th Avenue S. and Pacific Highway S necessitates acquisition of properties and the above ordinance authorizes the city to use its powers of eminent domain (condemnation) as necessary.

The take is generally described as follows:

South Side of S. 216th Street

Project Parcel 17; Assessor's Parcel #2156400025; - Majestic Bay Apartments, LLC

Approximate requirements: Right-of-way acquisition (1,291 sq ft); a slope easement (204 sq ft); and a temporary construction easement

- Roadway and Sidewalk improvements



Project Parcel 18; Assessor's Parcel #8585700000 - Majestic Bay Apartments, LLC

Approximate requirements: Right-of-way acquisition (1,786 sq. ft); utility easement (457 Sq ft); and temporary construction easement

- Roadway, sidewalk, driveway improvements
- Franchise Utility Easement for below/above ground facilities



Project Parcel 19; Assessor's Parcel #2156400301 - Bartell Drugs site, Luria Pacific North West, LLC

Approximate requirements: Right-of-way acquisition (3869 sq ft); a utility easement (221 sq. ft); a slope easement (420 sq ft); and a temporary construction easement

- Roadway, sidewalk, driveway and intersection Improvements
- Utility easement for below/above ground facilities



North Side S. 216th Street

Project Parcel 49; Assessors Parcel #0922049080 – Safeway, Inc.

Approximate requirements: Right-of-way acquisition (1,220 sq ft); a slope easement (sq ft); a utility easement (552 sq. ft); a wall easement (88 sq ft); and a temporary construction easement

- Roadway , sidewalk, driveway improvements
- Retaining wall
- Utility easement for below/above ground facilities



Project Parcel #50; Assessors' Parcel #0922049054 - Des Moines Convenience Center – Roger M. and Susan Belanich

Approximate requirements: Right-of-way acquisition (987 sq ft); a utility easement (150 sq. ft); a wall easement (489 sq ft); and a temporary construction easement

- Roadway, sidewalk, driveway improvements
- Retaining wall
- Utility easement for below/above ground facilities



Alternatives: Absent resolution of this matter during negotiations, there is no alternative other than condemnation action.

Financial Impact: There is adequate funding in the Transportation CIP fund for the acquisition of these properties. Refer to Attachment 8 for a copy of the CIP project worksheet.

Recommendation or Conclusion: The staff recommends that the City Council adopt Draft Ordinance No. 14-253, giving the City Attorney authority to pursue this action in eminent domain in the King County Superior Court to acquire property necessary for the completion of the Transportation Gateway Project.

CITY ATTORNEY'S FIRST DRAFT 01/05/2014

DRAFT ORDINANCE NO. 14-253

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to the acquisition by eminent domain of certain property in the City of Des Moines; describing the public convenience, use and necessity of such property; providing for the condemnation, appropriation and taking of such land, including the mode of payment of cost of acquisition; and directing the City Attorney to prosecute such action in King County Superior Court.

WHEREAS, there exists in the City of Des Moines certain properties legally described in section 1 of this Ordinance, and

WHEREAS, the City Council of the City of Des Moines intends to acquire by the payment of "fair market value" the properties described in section 1 to continue construction of the Transportation Gateway Project located on S. 216th Street, Des Moines, Washington ("Property"), and

WHEREAS, the City Council finds that acquisition of the properties described in section 1 "Legal description" below is critical to construct the street widening for the S. 216th Street Segment 1-A Improvements, the third arterial segment in the City's capital improvement program collectively referred to as the Transportation Gateway Project, and it is in the public interest to acquire such properties for public health, safety, welfare and transportation needs, and

WHEREAS, pursuant to chapter 8.12 RCW, the City is empowered to condemn land and property for transportation purposes (RCW 8.12.030), and

WHEREAS, proper notice of planned final action shall be provided pursuant to RCW 8.25.290 prior to Council final action, and

WHEREAS, based upon the foregoing, the City Council finds that, pending the outcome of negotiations, the only alternative available for acquisition of properties described in section 1, or portions thereof, may be by eminent domain; now therefore,

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

Ordinance No. _____
Page 2 of 3

Sec. 1. Legal description. The real properties that are the subject of this Ordinance are legally described in Exhibits A through E attached hereto.

Sec. 2. Public use and necessity. The public convenience, use and necessity demand the acquisition of the real property described in section 1 herein for the widening of S. 216th Street as part of the Transportation Gateway Project, S. 216th Street, Segment 1-A and for use by the public for transportation purposes. Said improvements have been designed to implement the City of Des Moines Comprehensive Plan, adopted 2009, as amended; the City of Des Moines Transportation Improvement Plan, 2015 to 2034, and the City of Des Moines Capital Improvement Plan, 2015-2020.

Sec. 3. Condemnation of property. All lands, rights, privileges, and other property lying within the limits of the real property described in section 1 herein are hereby condemned, appropriated, taken and damaged for the purposes described in section 2 herein, only after just compensation has been made or paid into the court for the owner thereof in a manner provided by law.

Sec. 4. Costs of acquisition. The costs of the acquisition provided by this Ordinance shall be paid by the City of Des Moines, or such other funds of the City of Des Moines as may be provided by law.

Sec. 5. Authority of the City Attorney. The City Attorney is hereby authorized and directed to begin and prosecute the actions and proceedings in a manner provided by law to condemn, take, damage, and appropriate the real property necessary to carry out the provisions of this Ordinance. In conducting such condemnation; proceedings, the City Attorney is hereby authorized to enter into stipulations for the purpose of minimizing damages.

Ordinance No. _____
 Page 3 of 3

Sec. 6. 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 and decision shall not affect the validity of the remaining portions of this Ordinance.

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

Sec. 7. Effective date. This Ordinance shall take effect and be in full force five (5) days after its passage, approval and publication in accordance with law.

PASSED BY the City Council of the City of Des Moines, Washington, this ____ day of _____, 2015 and signed in authentication thereof this ____ day of _____, 2015.

 M A Y O R

APPROVED AS TO FORM

 City Attorney

ATTEST

 City Clerk

Published: _____, __, 2015

EXHIBIT A
PARCEL NO. 215640-0025
RIGHT OF WAY ACQUISITION

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL "A", SAID CORNER ALSO BEING ON THE SOUTH MARGIN OF SOUTH 216TH STREET;

THENCE SOUTH 01° 03' 46" WEST ALONG THE EAST LINE OF SAID PARCEL "A", 14.55 FEET;

THENCE NORTH 86° 07' 34" WEST, 77.86 FEET;

THENCE WESTERLY ON A CURVE TO THE LEFT WHOSE CENTER BEARS SOUTH 03° 49' 08" WEST, 11,218.50 FEET, AN ARC DISTANCE OF 24.33 FEET TO THE WEST LINE OF SAID PARCEL "A";

THENCE NORTH 01° 03' 45" EAST ALONG SAID WEST LINE, 10.78 FEET TO SAID SOUTH MARGIN OF SOUTH 216TH STREET;

THENCE SOUTH 88° 15' 51" EAST ALONG SAID SOUTH MARGIN, 102.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,291 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER STEWART TITLE COMPANY ORDER NO. 01148-12329, DATED DECEMBER 17, 2014)

THAT PORTION OF LOT 2, CITY OF DES MOINES SHORT PLAT NO. DE-MO-SP-80-5, ACCORDING TO THE SHORT PLAT RECORDED UNDER RECORDING NUMBER 8007220597, RECORDS OF KING COUNTY, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

THENCE SOUTH 88°15'48" EAST ALONG THE EAST-WEST QUARTER SECTION LINE OF SAID SECTION 9 AND THE CENTERLINE OF SOUTH 216TH STREET, 250.02 FEET;

THENCE SOUTH 01°06'21" WEST 30.00 FEET TO THE SOUTHERLY MARGIN OF SOUTH 216TH STREET;

THENCE SOUTH 88°15'48" EAST ALONG SAID SOUTHERLY MARGIN 300.0 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 01°03'59" WEST 82.00 FEET;

THENCE SOUTH 42°56'19" WEST 152.91 FEET;

THENCE NORTH 01°03'59" EAST TO THE SOUTHERLY MARGIN OF SOUTH 216TH STREET;

THENCE SOUTH 88°15'48" EAST ALONG SAID SOUTHERLY MARGIN TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

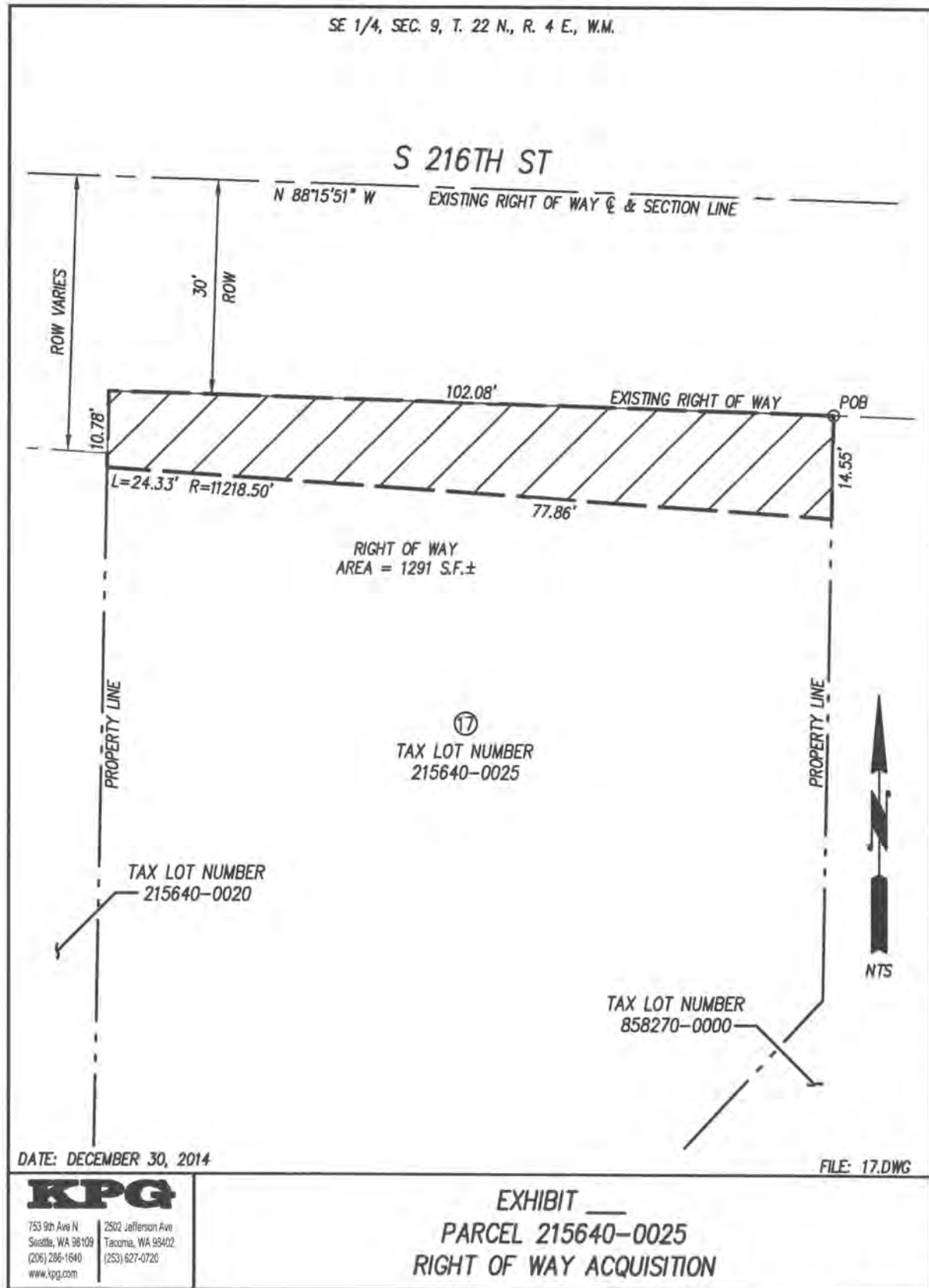


EXHIBIT A
PARCEL NO. 215640-0025
PERMANENT SLOPE EASEMENT

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL "A", SAID CORNER ALSO BEING ON THE SOUTH MARGIN OF SOUTH 216TH STREET;

THENCE SOUTH 01° 03' 46" WEST ALONG THE EAST LINE OF SAID PARCEL "A", 14.55 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 86° 07' 34" WEST, 77.86 FEET;

THENCE WESTERLY ON A CURVE TO THE LEFT WHOSE CENTER BEARS SOUTH 03° 49' 08" WEST, 11,218.50 FEET, AN ARC DISTANCE OF 24.33 FEET TO THE WEST LINE OF SAID PARCEL "A";

THENCE SOUTH 01° 03' 45" WEST ALONG SAID WEST LINE, 2.00 FEET;

THENCE EASTERLY ON A CURVE TO THE RIGHT WHOSE CENTER BEARS SOUTH 03° 38' 26" WEST, 5,946.50 FEET, AN ARC DISTANCE OF 24.23 FEET;

THENCE SOUTH 86° 07' 34" EAST, 77.96 FEET TO THE EAST LINE OF SAID PARCEL "A";

THENCE NORTH 01° 03' 46" EAST ALONG SAID EAST LINE, 2.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 204 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER STEWART TITLE COMPANY ORDER NO. 01148-12329, DATED DECEMBER 17, 2014)

THAT PORTION OF LOT 2, CITY OF DES MOINES SHORT PLAT NO. DE-MO-SP-80-5, ACCORDING TO THE SHORT PLAT RECORDED UNDER RECORDING NUMBER 8007220597, RECORDS OF KING COUNTY, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

THENCE SOUTH 88°15'48" EAST ALONG THE EAST-WEST QUARTER SECTION LINE OF SAID SECTION 9 AND THE CENTERLINE OF SOUTH 216TH STREET, 250.02 FEET;

THENCE SOUTH 01°06'21" WEST 30.00 FEET TO THE SOUTHERLY MARGIN OF SOUTH 216TH STREET;

THENCE SOUTH 88°15'48" EAST ALONG SAID SOUTHERLY MARGIN 300.0 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 01°03'59" WEST 82.00 FEET;

THENCE SOUTH 42°56'19" WEST 152.91 FEET;

THENCE NORTH 01°03'59" EAST TO THE SOUTHERLY MARGIN OF SOUTH 216TH STREET;

THENCE SOUTH 88°15'48" EAST ALONG SAID SOUTHERLY MARGIN TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

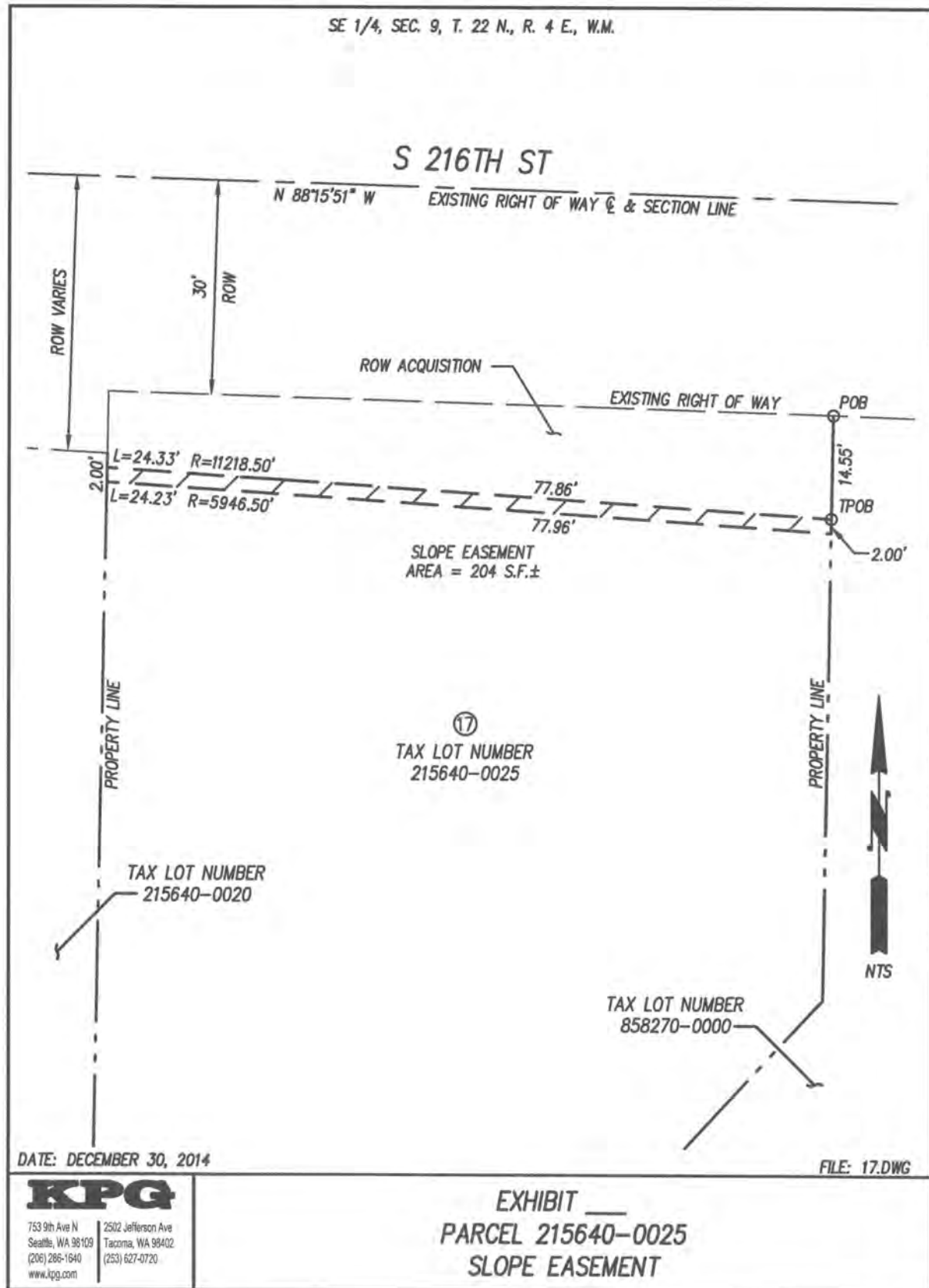


Exhibit A, Continued

Return Address:
 City of Des Moines
 Attn: City Attorney
 21630 11th Avenue So., Suite C
 Des Moines, WA 98198-6398

**TEMPORARY CONSTRUCTION EASEMENT/
 RIGHT OF ENTRY**

ROW Plan #	17
Grantor:	Majestic Bay Apartments LLC
Grantee:	City of Des Moines, a municipal corporation of the State of Washington
Legal Description/STR:	A portion of Sec. 9, T. 22 N., R. 4 E. WM
Assessor's Tax Parcel ID#:	2156400025
Property Address: Mailing Address: Phone Contact #:	2423 S 216 th St, Des Moines, WA 98198 9757 NE Juanita DR #300, Kirkland, WA 98034

**Transportation Gateway Project
 South 216th Street, Segment 1A, Improvements
 24th Avenue South to Pacific Highway So.**

THIS EASEMENT AGREEMENT, made this _____ day of _____, 2015, by and between MAJESTIC BAY APARTMENTS LLC ("Grantor" herein), and the CITY OF DES MOINES, a municipal corporation of the State of Washington, ("Grantee" herein),

In consideration of the transportation, sidewalk, utility and general improvements planned to occur immediately on or adjacent to property that is subject to this easement as a result of the above S. 216th Street Improvements, the Grantor(s) hereby grants to the Grantee, its contractors, employees, agents, successors and assigns the right to enter upon land known as King County Assessor's Parcel Number 2156400025 located adjacent to S. 216th St, Des Moines, WA 98198, as required for the purpose of placing personnel and equipment on said premises to re-construct driveway access, restore fences, signage utility services, mailboxes, plantings, walls and/or walkways to match newly constructed roadway and sidewalk grades within right of way as shown in the plans and specifications found on file with the City Engineer of the Grantee.

SPECIAL STIPULATIONS

1. This easement shall remain in force until such time as the construction of street improvements has been accepted for operation and maintenance by the Grantee. Specific details concerning the public street improvements may be found on maps, plans, and specifications on file with Grantee's City Engineer.
2. Grantee, its agents and assigns, will notify Grantor their agents, successors, and assigns, of its construction schedule, and will, to the greatest extent practicable, schedule the construction activity so as to minimize any inconvenience to the property and business operations. The Grantee agrees to require that the Contractor implement a City approved traffic control plan that maintains 24 hour business access to S. 216th Street.
3. The Grantee agrees, to the extent practicable, to leave the property in as good condition as existed on the day construction commenced. This shall include the timely removal of any and all debris, rubbish or combustible material resulting from construction activities.
4. Compensation: Grantor acknowledges that the property and/or property rights conveyed herein are in consideration for benefits to be derived by matching the roadway improvements with the Grantor's property.
5. Grantor authorizes and appoints Grantee as its agent and attorney-in-fact to make application for any and all permits required to complete the project.
6. The rights herein granted shall include all incidental rights, including but not limited to, rights of ingress and egress necessary to properly perform the work indicated for construction of the project. Grantee and those entitled to exercise the rights granted herein shall exercise all due diligence in their activities upon the property. Grantee hereby agrees to indemnify and hold harmless Grantor against and from any and all liability for losses, damages and expenses on account of damage to property or injury to persons resulting from or arising out of the rights herein granted to Grantee and/or its contractors, employees, agents, successors or assigns.

7. The termination date for this easement shall be by the physical completion date of the project.

DATED this _____ day of _____, 2015.

GRANTOR:

Name:

By: _____

Date: _____

GRANTEE:

CITY OF DES MOINES,
a Washington municipal corporation

By: Anthony A. Piasecki, City Manager

Date: _____

At the direction of the Des Moines City Council on ____ day of _____, 2015.

APPROVED as to form only:

Pat Bosmans, City Attorney

Date _____

STATE OF)
COUNTY OF) ss
)

I certify that I know or have satisfactory evidence that _____ is/ are the person/s who appeared before me, and said person/s acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged it to be his/her/their free and voluntary, act for the uses and purposes mentioned in this instrument.

Dated _____

Notary Public in and for the State of _____
residing at _____
My appointment expires _____

STATE OF WASHINGTON)
COUNTY OF KING) ss
)

This instrument was acknowledged before me on _____ (date of acknowledgment) by Anthony A. Piasecki as City Manager, City of Des Moines, a State of Washington municipal corporation, on behalf of said corporation.

Notary Public in and for the State of _____
residing at _____
My appointment expires _____

EXHIBIT B
PARCEL NO. 8582700000
RIGHT OF WAY ACQUISITION

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL "A", SAID CORNER ALSO BEING ON THE SOUTH MARGIN OF SOUTH 216TH STREET;

THENCE SOUTH 01° 03' 46" WEST ALONG THE EAST LINE OF SAID PARCEL "A", 18.48 FEET;

THENCE WESTERLY ON A CURVE TO THE RIGHT WHOSE CENTER BEARS NORTH 03° 32' 48" EAST, 6,051.50 FEET, AN ARC DISTANCE OF 34.58 FEET;

THENCE NORTH 86° 07' 34" WEST, 73.48 FEET TO THE WEST LINE OF SAID PARCEL "A";

THENCE NORTH 01° 03' 46" EAST ALONG SAID WEST LINE, 14.55 FEET TO SAID SOUTH MARGIN OF SOUTH 216TH STREET;

THENCE SOUTH 88° 15' 51" EAST ALONG SAID SOUTH MARGIN, 107.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,786 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER SPECIAL WARRANTY DEED RECORDED UNDER RECORDING NO. 20130530000393, RECORDS OF KING COUNTY, WASHINGTON)

UNITS 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120 AND 124.

UNITS 201, 202, 203, 204, 205, 206, 208, 221, 222, 223, 224, 225, 226 AND 228.

UNITS 301, 303, 323 AND 324.

UNITS 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 436, 437 AND 438.

UNITS 501, 502, 504, 536, 537 AND 538, TERRA VILLA, A CONDOMINIUM.

SURVEY MAP AND PLANS RECORDED IN VOLUME 55 OF CONDOMINIUMS, PAGE 52 THROUGH 76 INCLUSIVE, CONDOMINIUM DECLARATION RECORDED UNDER RECORDING NO 8107230611, AND ANY AMENDMENTS THERETO, RECORDS OF KING COUNTY, WASHINGTON. TOGETHER WITH 100% OF THE COMMON ELEMENT.

(THE UNITS LISTED CONSTITUTE ALL THE UNITS IN THE CONDOMINIUM)

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON

ALSO KNOWN AS LOT 1 OF SHORT PLAT NO. DE-MO-SP80-5, RECORDED UNDER RECORDING NO. 8007220597, RECORDS OF KING COUNTY, STATE OF WASHINGTON.

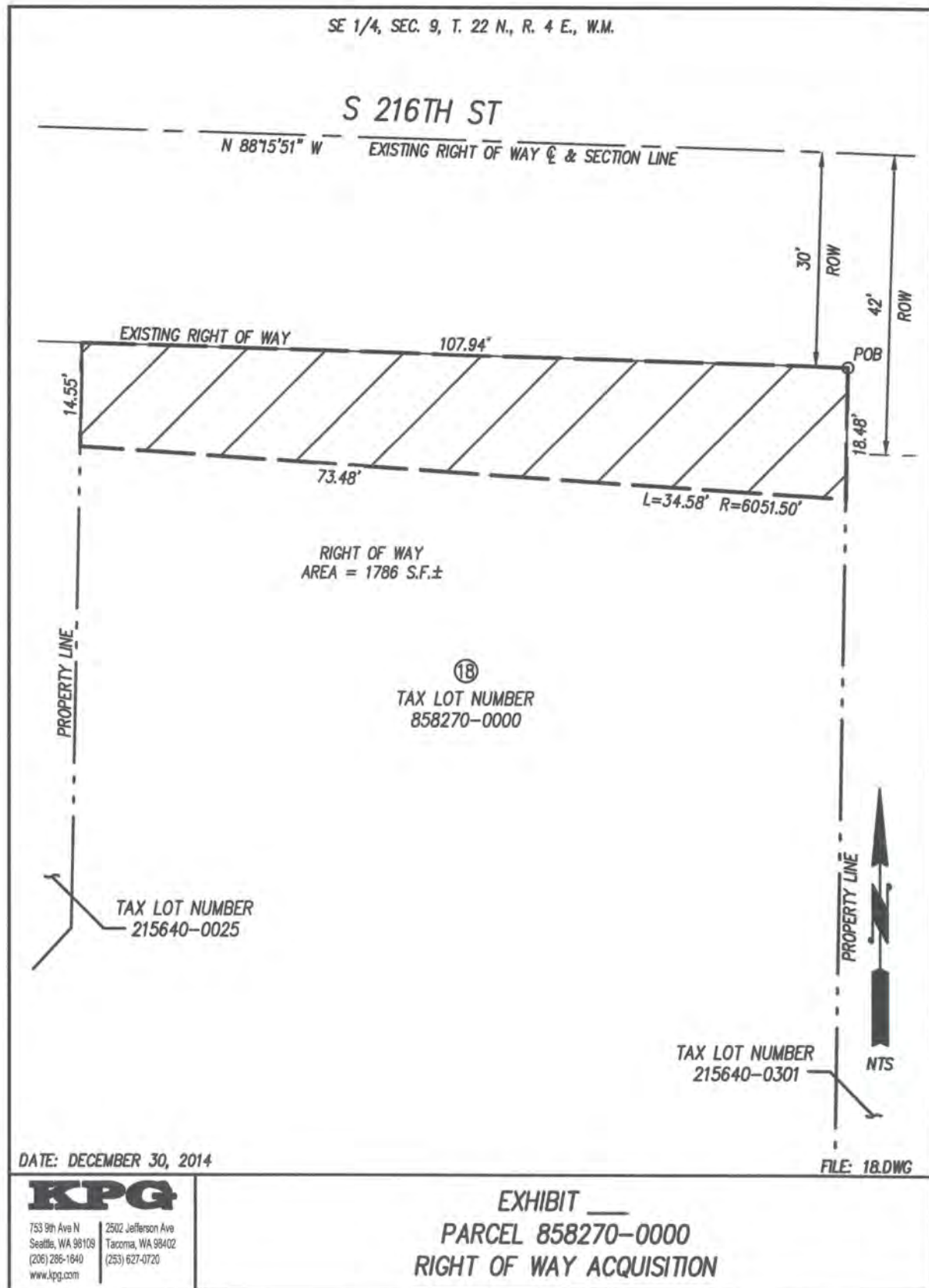


EXHIBIT B
PARCEL NO. 858270-0000
UTILITY EASEMENT

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL "A", SAID CORNER ALSO BEING ON THE SOUTH MARGIN OF SOUTH 216TH STREET;

THENCE SOUTH 01° 03' 46" WEST ALONG THE EAST LINE OF SAID PARCEL "A", 18.48 FEET TO THE TRUE POINT OF BEGINNING;

THENCE WESTERLY ON A CURVE TO THE RIGHT WHOSE CENTER BEARS NORTH 03° 32' 48" EAST, 6,051.50 FEET, AN ARC DISTANCE OF 10.01 FEET;

THENCE SOUTH 01° 03' 46" WEST, 18.35 FEET;

THENCE SOUTH 88° 15' 51" EAST, 5.00 FEET;

THENCE SOUTH 01° 03' 46" WEST, 55.00 FEET;

THENCE SOUTH 88° 15' 51" EAST, 5.00 FEET TO SAID EAST LINE OF PARCEL "A";

THENCE NORTH 01° 03' 46" EAST ALONG SAID EAST LINE, 73.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 457 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER SPECIAL WARRANTY DEED RECORDED UNDER RECORDING NO. 20130530000393, RECORDS OF KING COUNTY, WASHINGTON)

Units 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120 and 124. UNITS 201, 202, 203, 204, 205, 206, 208, 221, 222, 223, 224, 225, 226 AND 228.

UNITS 301, 303, 323 AND 324.

UNITS 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 436, 437 AND 438.

UNITS 501, 502, 504, 536, 537 AND 538, TERRA VILLA, A CONDOMINIUM.

SURVEY MAP AND PLANS RECORDED IN VOLUME 55 OF CONDOMINIUMS, PAGE 52 THROUGH 76 INCLUSIVE, CONDOMINIUM DECLARATION RECORDED UNDER RECORDING NO 8107230611, AND ANY AMENDMENTS THERETO, RECORDS OF KING COUNTY, WASHINGTON. TOGETHER WITH 100% OF THE COMMON ELEMENT.

(THE UNITS LISTED CONSTITUTE ALL THE UNITS IN THE CONDOMINIUM)

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON

ALSO KNOWN AS LOT 1 OF SHORT PLAT NO. DE-MO-SP80-5, RECORDED UNDER RECORDING NO 8007220597, RECORDS OF KING COUNTY, STATE OF WASHINGTON.

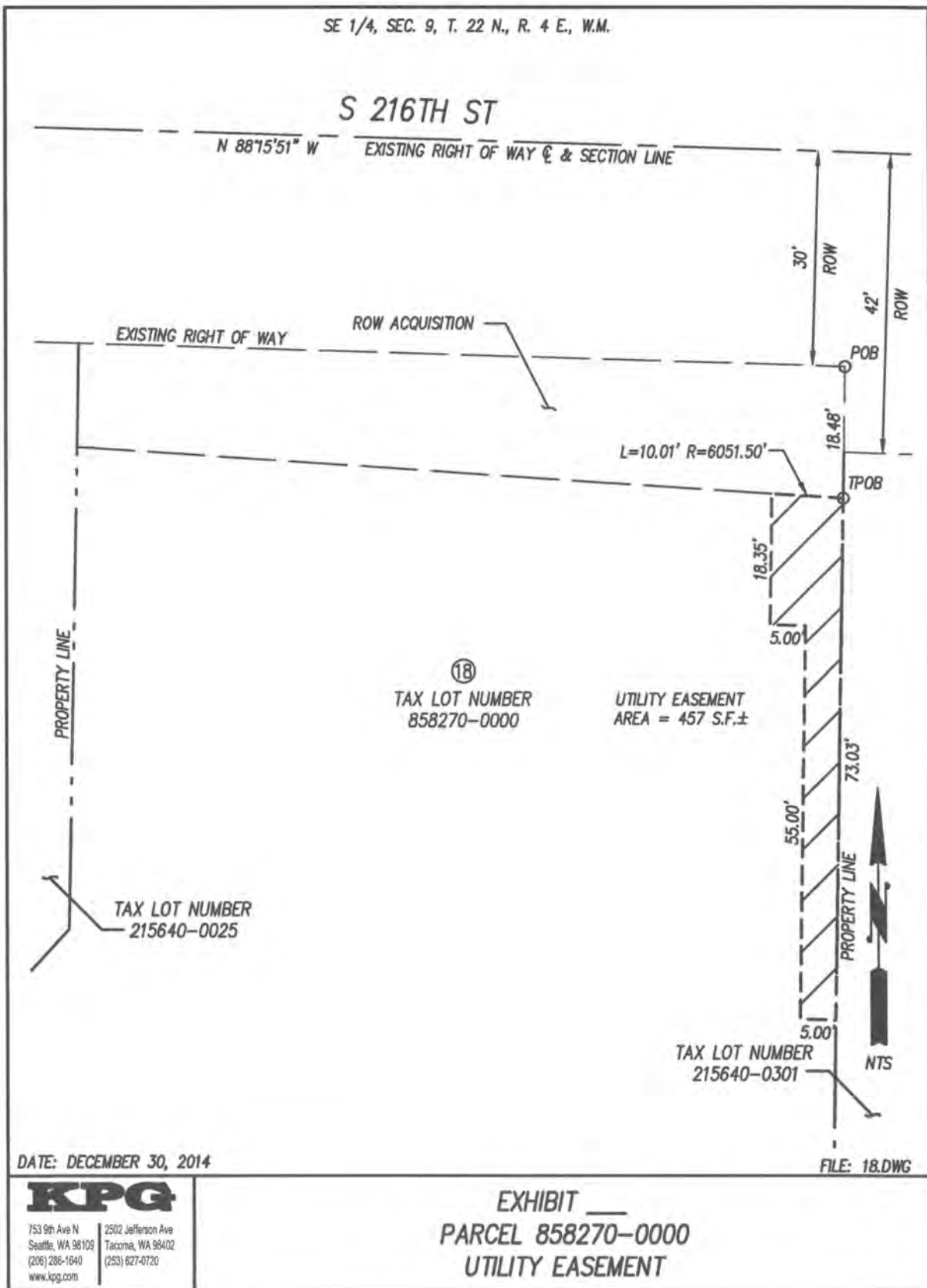


Exhibit B, Continued

Return Address:
 City of Des Moines
 Attn: City Attorney
 21630 11th Avenue So., Suite C
 Des Moines, WA 98198-6398

**TEMPORARY CONSTRUCTION EASEMENT/
 RIGHT OF ENTRY**

ROW Plan #	18
Grantor:	Majestic Bay Apartments LLC
Grantee:	City of Des Moines, a municipal corporation of the State of Washington
Legal Description/STR:	A portion of Sec. 9, T. 22 N., R. 4 E. WM
Assessor's Tax Parcel ID#:	8582700000
Property Address: Mailing Address: Phone Contact #:	2459 S 216th St, Des Moines, WA 98198 9757 NE Juanita DR #300, Kirkland, WA 98034

**Transportation Gateway Project
 South 216th Street, Segment 1A, Improvements
 24th Avenue South to Pacific Highway So.**

THIS EASEMENT AGREEMENT, made this _____ day of _____, 2015, by and between MAJESTIC BAY CONDOMINIUMS LLC ("Grantor" herein), and the CITY OF DES MOINES, a municipal corporation of the State of Washington, ("Grantee" herein),

In consideration of the transportation, sidewalk, utility and general improvements planned to occur immediately on or adjacent to property that is subject to this easement as a result of the above S. 216th Street Improvements, the Grantor(s) hereby grants to the Grantee, its contractors, employees, agents, successors and assigns the right to enter upon land known as King County Assessor's Parcel Number 8582700000 located adjacent to S. 216th St, Des Moines, WA 98198, as required for the purpose of placing personnel and equipment on said premises to re-construct driveway access, parking, restore fences, utility services, mailboxes, plantings, walls and/or walkways to match newly constructed roadway and sidewalk grades within right of way as shown in the plans and specifications found on file with the City Engineer of the Grantee.

SPECIAL STIPULATIONS

1. This easement shall remain in force until such time as the construction of street improvements has been accepted for operation and maintenance by the Grantee. Specific details concerning the public street improvements may be found on maps, plans, and specifications on file with Grantee's City Engineer.
2. Grantee, its agents and assigns, will notify Grantor their agents, successors, and assigns, of its construction schedule, and will, to the greatest extent practicable, schedule the construction activity so as to minimize any inconvenience to the property and business operations. The Grantee agrees to require that the Contractor implement a City approved traffic control plan that maintains 24 hour business access to S. 216th Street.
3. The Grantee agrees, to the extent practicable, to leave the property in as good condition as existed on the day construction commenced. This shall include the timely removal of any and all debris, rubbish or combustible material resulting from construction activities.
4. Compensation: Grantor acknowledges that the property and/or property rights conveyed herein are in consideration for benefits to be derived by matching the roadway improvements with the Grantor's property.
5. Grantor authorizes and appoints Grantee as its agent and attorney-in-fact to make application for any and all permits required to complete the project.
6. The rights herein granted shall include all incidental rights, including but not limited to, rights of ingress and egress necessary to properly perform the work indicated for construction of the project. Grantee and those entitled to exercise the rights granted herein shall exercise all due diligence in their activities upon the property. Grantee hereby agrees to indemnify and hold harmless Grantor against and from any and all liability for losses, damages and expenses on account of damage to property or injury to persons resulting from or arising out of the rights herein granted to Grantee and/or its contractors, employees, agents, successors or assigns.

7. The termination date for this easement shall be by the physical completion date of the project.

DATED this _____ day of _____, 2015.

GRANTOR:

Name:

By: _____

Date: _____

GRANTEE:

CITY OF DES MOINES,
a Washington municipal corporation

By: Anthony A. Piasecki, City Manager

Date: _____

At the direction of the Des Moines City Council on ____ day of _____, 2015.

APPROVED as to form only:

Pat Bosmans, City Attorney

Date: _____

STATE OF)
) ss
 COUNTY OF)

I certify that I know or have satisfactory evidence that _____ is/ are the person/s who appeared before me, and said person/s acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged it to be his/her/their free and voluntary, act for the uses and purposes mentioned in this instrument.

Dated _____

 Notary Public in and for the State of _____
 residing at _____
 My appointment expires _____

STATE OF WASHINGTON)
) ss
 COUNTY OF KING)

This instrument was acknowledged before me on _____ (date of acknowledgment) by Anthony A. Piasecki as City Manager, City of Des Moines, a State of Washington municipal corporation, on behalf of said corporation.

 Notary Public in and for the State of _____
 residing at _____
 My appointment expires _____

EXHIBIT C
PARCEL NO. 215610-0301
RIGHT OF WAY ACQUISITION

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" LYING NORTH AND NORTHEAST OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID PARCEL "A" AND A LINE THAT IS 42.00 FEET SOUTH OF AND PARALLEL WITH THE CENTERLINE OF SOUTH 216TH STREET;

THENCE SOUTH 01° 03' 46" WEST ALONG SAID WEST LINE, 6.48 FEET TO THE TRUE POINT OF BEGINNING;

THENCE EASTERLY ON A CURVE TO THE LEFT WHOSE CENTER BEARS NORTH 03° 32' 48" EAST, 6,051.50 FEET, AN ARC DISTANCE OF 191.24 FEET TO A LINE THAT IS 51.50 FEET SOUTH OF AND PARALLEL WITH SAID CENTERLINE OF SOUTH 216TH STREET;

THENCE SOUTH 88° 15' 51" EAST ALONG SAID PARALLEL LINE, 65.33' FEET;

THENCE SOUTH 01° 44' 09" WEST, 7.00 FEET TO A LINE THAT IS 58.50 FEET SOUTH OF AND PARALLEL WITH SAID CENTERLINE OF SOUTH 216TH STREET;

THENCE SOUTH 88° 15' 51" EAST ALONG SAID PARALLEL LINE, 45.00 FEET;

THENCE SOUTH 41° 00' 21" EAST, 43.82 FEET TO THE EAST LINE OF SAID PARCEL "A" AND END OF SAID LINE DESCRIPTION;

CONTAINING 3,869 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER STEWART TITLE COMPANY ORDER NO. 01148-29577, DATED DECEMBER 17, 2014)

THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9;

THENCE SOUTH 1°03'58" WEST ALONG THE WEST LINE THEREOF 42.00 FEET TO A POINT ON THE SOUTH MARGIN OF SOUTH 216TH STREET AS ESTABLISHED BY DEED RECORDED UNDER RECORDING NO. 7202020313, AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 88°15'50" EAST ALONG THE SOUTH LINE OF THE NORTH 42.00 FEET OF SAID SUBDIVISION, WHICH LINE IS ALSO THE SOUTH MARGIN OF 216TH STREET, 345.57 FEET, MORE OR LESS, TO THE WEST MARGIN OF PRIMARY STATE HIGHWAY NO. 1;

THENCE SOUTH 6°04'10" WEST 250.72 FEET TO THE NORTH LINE OF THAT CERTAIN PROPERTY DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NUMBER 4911747;

THENCE NORTH 88°15'50" WEST, PARALLEL TO THE NORTH LINE OF SAID SUBDIVISION AND ALONG THE NORTH LINE OF THE LAND DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NUMBER 4911747, 322.66 FEET TO THE WEST LINE OF SAID SUBDIVISION;

THENCE NORTH 1°03'58" EAST ALONG THE WEST LINE OF SAID SUBDIVISION 250.02 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF DES MOINES BY DEED RECORDED UNDER RECORDING NO. 9606200764;

AND EXCEPT THAT PORTION THEREOF CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NUMBER 02-2-19397-8 (KENT);

AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF DES MOINES BY RECORDING NUMBER 20130716000279;

19-2156400301 ROW.DOCX

(BEING KNOWN AS A PORTION OF TRACT 16, EAST DES MOINES 5 ACRE TRACTS, ACCORDING TO THE UNRECORDED PLAT THEREOF).

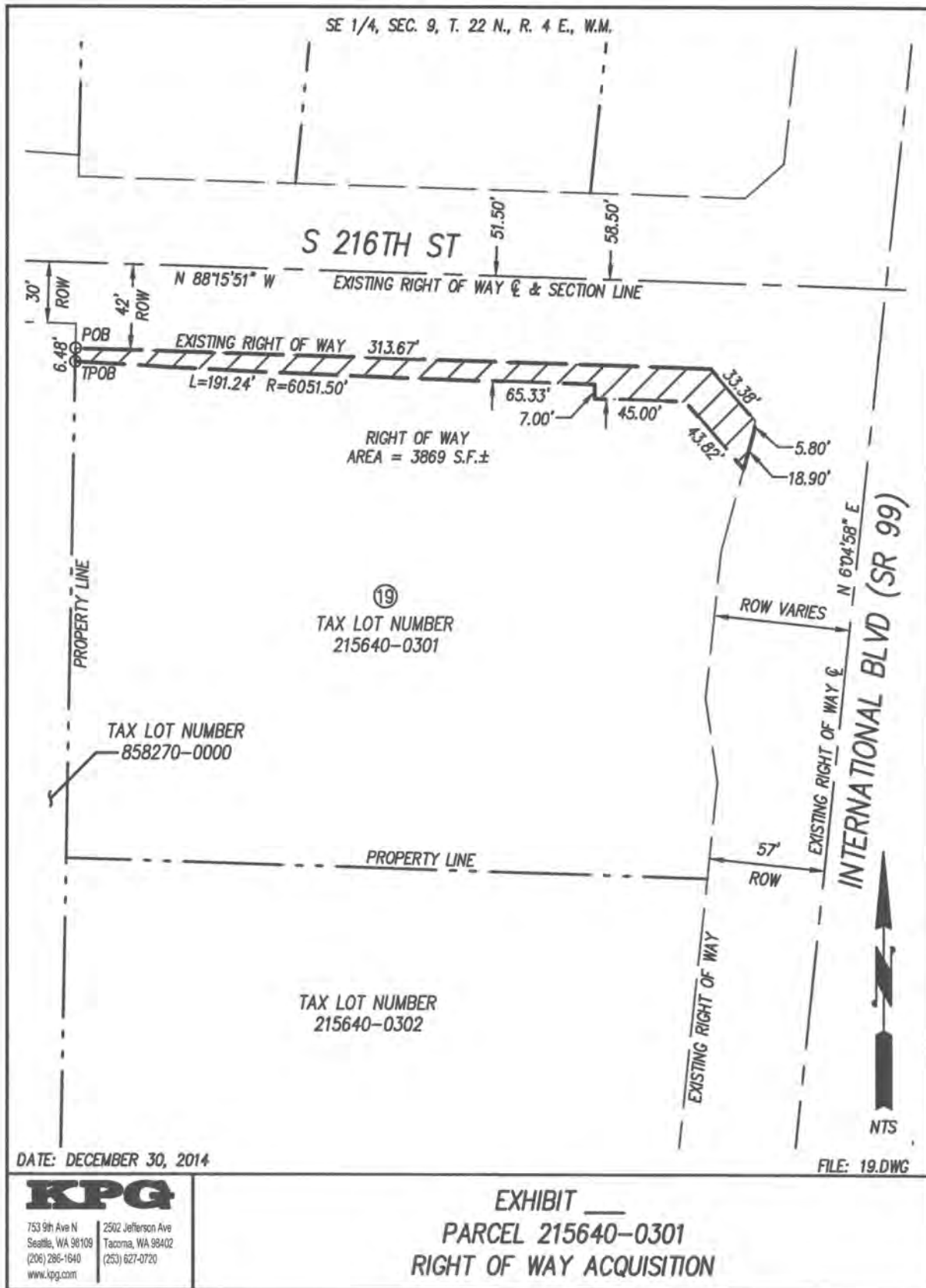


EXHIBIT C
PARCEL NO. 215640-0301
UTILITY EASEMENT

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID PARCEL "A" AND A LINE THAT IS 42.00 FEET SOUTH OF AND PARALLEL WITH THE CENTERLINE OF SOUTH 216TH STREET;

THENCE SOUTH 01° 03' 46" WEST ALONG SAID WEST LINE, 6.48 FEET;

THENCE EASTERLY ON A CURVE TO THE LEFT WHOSE CENTER BEARS NORTH 03° 32' 48" EAST, 6,051.50 FEET, AN ARC DISTANCE OF 191.24 FEET TO A LINE THAT IS 51.50 FEET SOUTH OF AND PARALLEL WITH SAID CENTERLINE OF SOUTH 216TH STREET;

THENCE SOUTH 88° 15' 51" EAST ALONG SAID PARALLEL LINE, 65.33' FEET;

THENCE SOUTH 01° 44' 09" WEST, 7.00 FEET TO A LINE THAT IS 58.50 FEET SOUTH OF AND PARALLEL WITH SAID CENTERLINE OF SOUTH 216TH STREET;

THENCE SOUTH 88° 15' 51" EAST ALONG SAID PARALLEL LINE, 45.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 41° 00' 21" EAST, 13.62 FEET TO A LINE THAT IS 68.50 FEET SOUTH OF AND PARALLEL WITH SAID CENTERLINE OF SOUTH 216TH STREET;

THENCE NORTH 88° 15' 51" WEST ALONG SAID PARALLEL LINE, 26.74 FEET;

THENCE NORTH 01° 44' 09" EAST, 10.00 FEET TO SAID LINE THAT IS 58.50 FEET SOUTH OF AND PARALLEL WITH SAID CENTERLINE OF SOUTH 216TH STREET;

THENCE SOUTH 88° 15' 51" EAST ALONG SAID PARALLEL LINE, 17.50 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 221 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER STEWART TITLE COMPANY ORDER NO. 01148-29577, DATED DECEMBER 17, 2014)

THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9;

THENCE SOUTH 1°03'58" WEST ALONG THE WEST LINE THEREOF 42.00 FEET TO A POINT ON THE SOUTH MARGIN OF SOUTH 216TH STREET AS ESTABLISHED BY DEED RECORDED UNDER RECORDING NO. 7202020313, AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 88°15'50" EAST ALONG THE SOUTH LINE OF THE NORTH 42.00 FEET OF SAID SUBDIVISION, WHICH LINE IS ALSO THE SOUTH MARGIN OF 216TH STREET, 345.57 FEET, MORE OR LESS, TO THE WEST MARGIN OF PRIMARY STATE HIGHWAY NO. 1;

THENCE SOUTH 6°04'10" WEST 250.72 FEET TO THE NORTH LINE OF THAT CERTAIN PROPERTY DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NUMBER 4911747;

THENCE NORTH 88°15'50" WEST, PARALLEL TO THE NORTH LINE OF SAID SUBDIVISION AND ALONG THE NORTH LINE OF THE LAND DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NUMBER 4911747, 322.66 FEET TO THE WEST LINE OF SAID SUBDIVISION;

THENCE NORTH 1°03'58" EAST ALONG THE WEST LINE OF SAID SUBDIVISION 250.02 FEET TO THE TRUE POINT OF BEGINNING;
EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF DES MOINES BY DEED RECORDED UNDER RECORDING NO. 9606200764;
AND EXCEPT THAT PORTION THEREOF CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NUMBER 02-2-19397-8 (KENT);
AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF DES MOINES BY RECORDING NUMBER 20130716000279;

(BEING KNOWN AS A PORTION OF TRACT 16, EAST DES MOINES 5 ACRE TRACTS, ACCORDING TO THE UNRECORDED PLAT THEREOF).

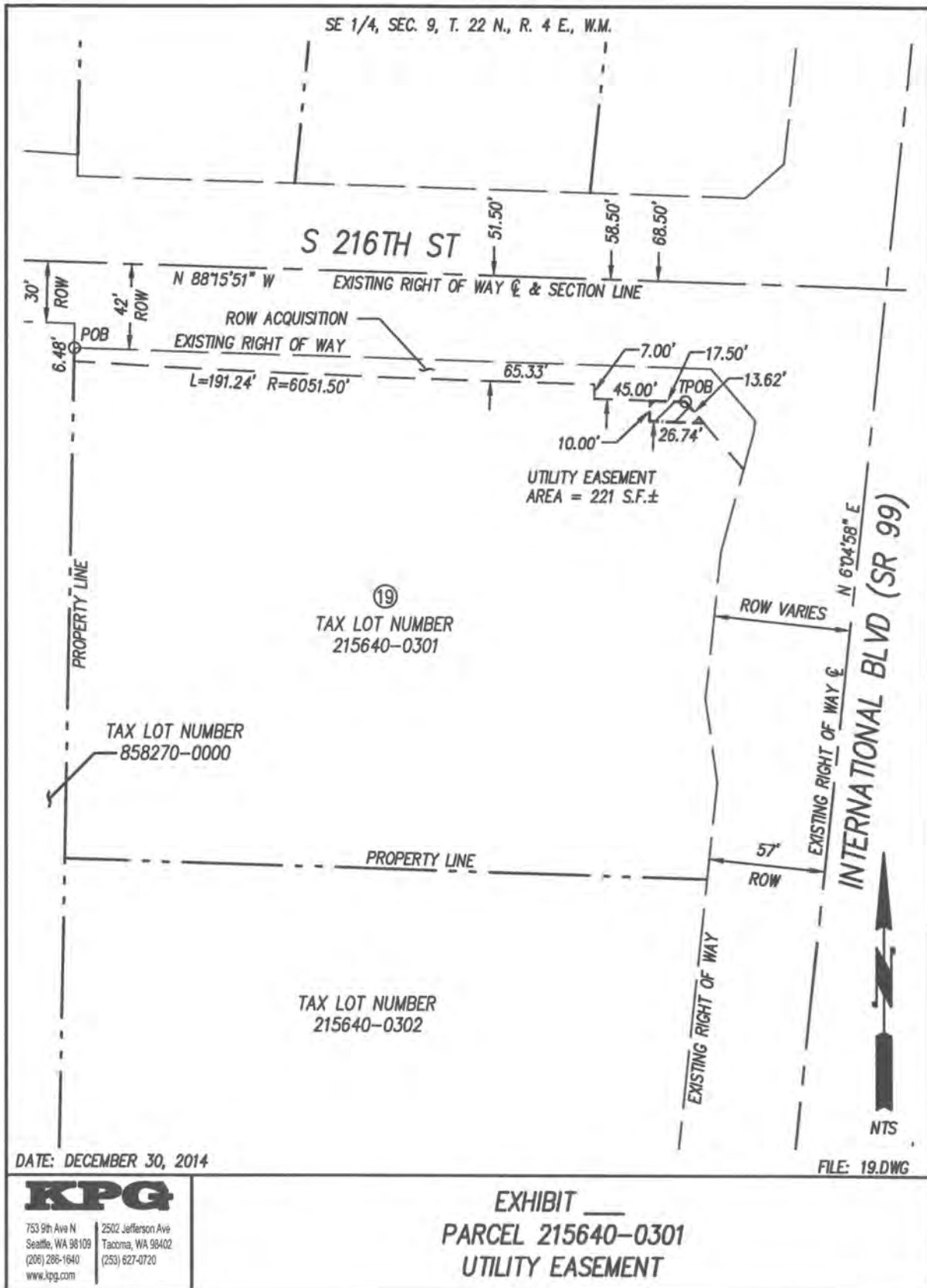


EXHIBIT C
PARCEL NO. 215640-0301
PERMANENT SLOPE EASEMENT

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID PARCEL "A" AND A LINE THAT IS 42.00 FEET SOUTH OF AND PARALLEL WITH THE CENTERLINE OF SOUTH 216TH STREET;

THENCE SOUTH 01° 03' 46" WEST ALONG SAID WEST LINE, 6.48 FEET;

THENCE EASTERLY ON A CURVE TO THE LEFT WHOSE CENTER BEARS NORTH 03° 32' 48" EAST, 6,051.50 FEET, AN ARC DISTANCE OF 191.24 FEET TO A LINE THAT IS 51.50 FEET SOUTH OF AND PARALLEL WITH SAID CENTERLINE OF SOUTH 216TH STREET;

THENCE SOUTH 88° 15' 51" EAST ALONG SAID PARALLEL LINE, 65.33' FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 01° 44' 09" WEST, 7.00 FEET TO A LINE THAT IS 58.50 FEET SOUTH OF AND PARALLEL WITH SAID CENTERLINE OF SOUTH 216TH STREET;

THENCE NORTH 88° 15' 51" WEST ALONG SAID PARALLEL LINE, 60.00 FEET;

THENCE NORTH 01° 44' 09" EAST, 7.00 FEET TO SAID LINE THAT IS 51.50 FEET SOUTH OF AND PARALLEL WITH SAID CENTERLINE OF SOUTH 216TH STREET;

THENCE SOUTH 88° 15' 51" EAST ALONG SAID PARALLEL LINE, 60.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 420 SQUARE FEET, MORE OR LESS.

PARCEL "A": (PER STEWART TITLE COMPANY ORDER NO. 01148-29577, DATED DECEMBER 17, 2014)

THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9;

THENCE SOUTH 1°03'58" WEST ALONG THE WEST LINE THEREOF 42.00 FEET TO A POINT ON THE SOUTH MARGIN OF SOUTH 216TH STREET AS ESTABLISHED BY DEED RECORDED UNDER RECORDING NO. 7202020313, AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 88°15'50" EAST ALONG THE SOUTH LINE OF THE NORTH 42.00 FEET OF SAID SUBDIVISION, WHICH LINE IS ALSO THE SOUTH MARGIN OF 216TH STREET, 345.57 FEET, MORE OR LESS, TO THE WEST MARGIN OF PRIMARY STATE HIGHWAY NO. 1;

THENCE SOUTH 6°04'10" WEST 250.72 FEET TO THE NORTH LINE OF THAT CERTAIN PROPERTY DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NUMBER 4911747;

THENCE NORTH 88°15'50" WEST, PARALLEL TO THE NORTH LINE OF SAID SUBDIVISION AND ALONG THE NORTH LINE OF THE LAND DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NUMBER 4911747, 322.66 FEET TO THE WEST LINE OF SAID SUBDIVISION;

THENCE NORTH 1°03'58" EAST ALONG THE WEST LINE OF SAID SUBDIVISION 250.02 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF DES MOINES BY DEED RECORDED UNDER RECORDING NO. 9606200764;

AND EXCEPT THAT PORTION THEREOF CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NUMBER 02-2-19397-8 (KENT);

AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF DES MOINES BY RECORDING NUMBER 20130716000279;

(BEING KNOWN AS A PORTION OF TRACT 16, EAST DES MOINES 5 ACRE TRACTS, ACCORDING TO THE UNRECORDED PLAT THEREOF).

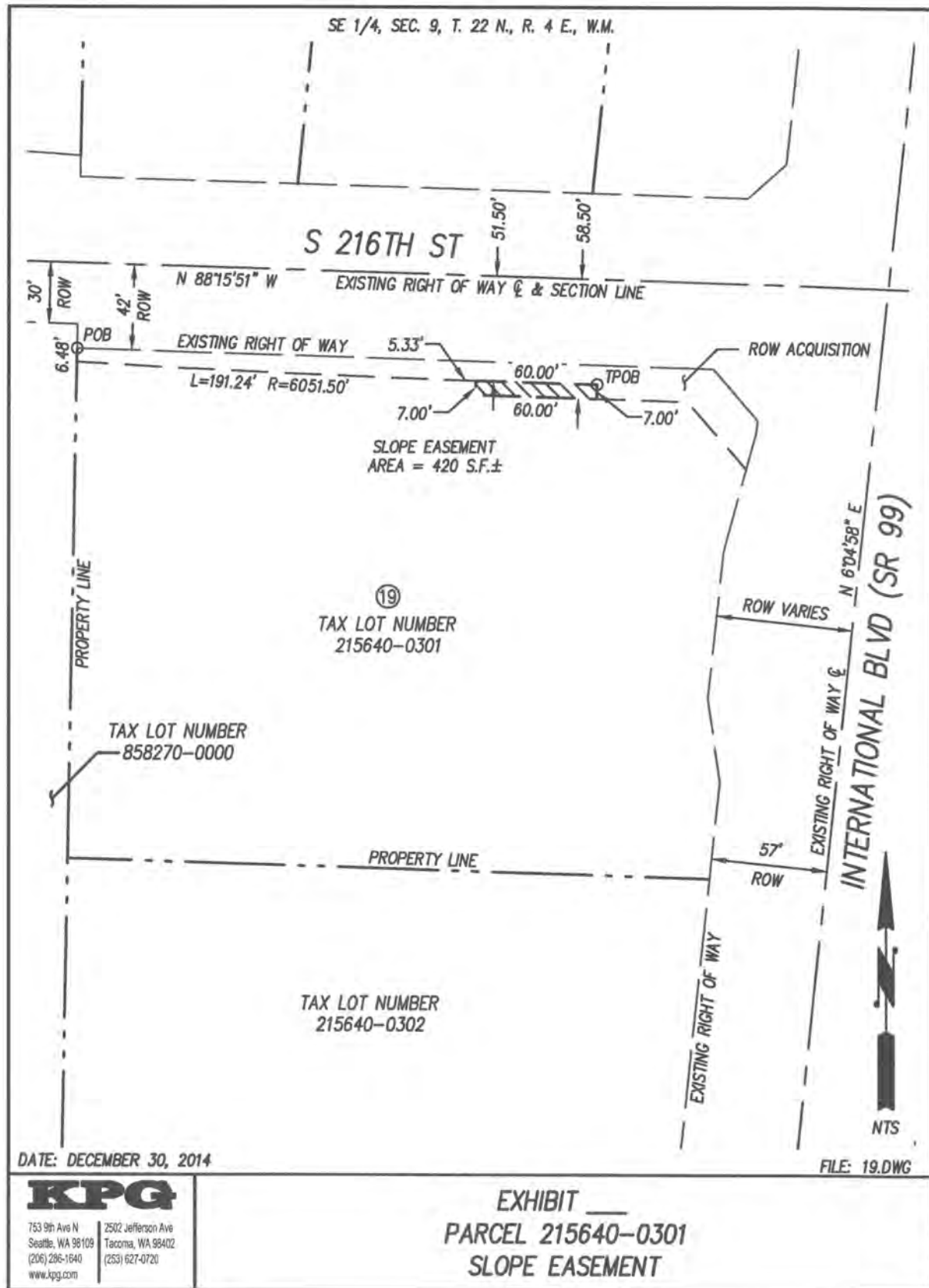


Exhibit C, Continued

Return Address:
 City of Des Moines
 Attn: City Attorney
 21630 11th Avenue So., Suite C
 Des Moines, WA 98198-6398

**TEMPORARY CONSTRUCTION EASEMENT/
 RIGHT OF ENTRY**

ROW Plan #	19
Grantor:	Mark and Josh Luria Luria Pacific North West LLC
Grantee:	City of Des Moines, a municipal corporation of the State of Washington
Legal Description/STR:	A portion of Sec. 9, T. 22 N., R. 4 E. WM
Assessor's Tax Parcel ID#:	2156400301
Property Address: Mailing Address: Phone Contact #:	21515 Pacific Hwy S., Des Moines, WA 98198 1188 Bishop St #1203, Honolulu, HI 96813

Transportation Gateway Project
South 216th Street, Segment 1A, Improvements
24th Avenue South to Pacific Highway So.

THIS EASEMENT AGREEMENT, made this _____ day of _____, 2015, by and between LURIA PACIFIC NORTH WEST LLC, ("Grantor" herein), and the CITY OF DES MOINES, a municipal corporation of the State of Washington, ("Grantee" herein),

In consideration of the transportation, sidewalk, utility and general improvements planned to occur immediately on or adjacent to property that is subject to this easement as a result of the above S. 216th Street Improvements, the Grantor(s) hereby grants to the Grantee, its contractors, employees, agents, successors and assigns the right to enter upon land known as King County Assessor's Parcel Number 2156400301 located adjacent to S. 216th St and Pacific Hwy S., Des Moines, WA 98198, as required for the purpose of placing personnel and equipment on said premises to re-construct driveway access, parking, restore fences, utility services, mailboxes, plantings, walls and/or walkways to match newly constructed roadway and sidewalk grades

within right of way as shown in the plans and specifications found on file with the City Engineer of the Grantee.

SPECIAL STIPULATIONS

1. This easement shall remain in force until such time as the construction of street improvements has been accepted for operation and maintenance by the Grantee. Specific details concerning the public street improvements may be found on maps, plans, and specifications on file with Grantee's City Engineer.
2. Grantee, its agents and assigns, will notify Grantor their agents, successors, and assigns, of its construction schedule, and will, to the greatest extent practicable, schedule the construction activity so as to minimize any inconvenience to the property and business operations. The Grantee agrees to require that the Contractor implement a City approved traffic control plan that maintains 24 hour business access to S. 216th Street.
3. The Grantee agrees, to the extent practicable, to leave the property in as good condition as existed on the day construction commenced. This shall include the timely removal of any and all debris, rubbish or combustible material resulting from construction activities.
4. Compensation: Grantor acknowledges that the property and/or property rights conveyed herein are in consideration for benefits to be derived by matching the roadway improvements with the Grantor's property.
5. Grantor authorizes and appoints Grantee as its agent and attorney-in-fact to make application for any and all permits required to complete the project.
6. The rights herein granted shall include all incidental rights, including but not limited to, rights of ingress and egress necessary to properly perform the work indicated for construction of the project. Grantee and those entitled to exercise the rights granted herein shall exercise all due diligence in their activities upon the property. Grantee hereby agrees to indemnify and hold harmless Grantor against and from any and all liability for losses, damages and expenses on account of damage to property or injury to persons resulting from or arising out of the rights herein granted to Grantee and/or its contractors, employees, agents, successors or assigns.

7. The termination date for this easement shall be by the physical completion date of the project.

DATED this _____ day of _____, 2015.

GRANTOR:

Name:

By: _____

Date: _____

GRANTEE:

CITY OF DES MOINES,
a Washington municipal corporation

By: Anthony A. Piasecki, City Manager

Date: _____

At the direction of the Des Moines City Council on ____ day of _____, 2015.

APPROVED as to form only:

Pat Bosmans, City Attorney

Date _____

STATE OF)
) ss
 COUNTY OF)

I certify that I know or have satisfactory evidence that _____ is/ are the person/s who appeared before me, and said person/s acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged it to be his/her/their free and voluntary, act for the uses and purposes mentioned in this instrument.

Dated _____

 Notary Public in and for the State of _____
 residing at _____
 My appointment expires _____

STATE OF WASHINGTON)
) ss
 COUNTY OF KING)

This instrument was acknowledged before me on _____ (date of acknowledgment) by Anthony A. Piasecki as City Manager, City of Des Moines, a State of Washington municipal corporation, on behalf of said corporation.

 Notary Public in and for the State of _____
 residing at _____
 My appointment expires _____

EXHIBIT D
PARCEL NO. 092204-9080
RIGHT OF WAY ACQUISITION

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL "A", SAID CORNER ALSO BEING ON THE NORTH MARGIN OF SOUTH 216TH STREET;

THENCE NORTH 05° 31' 54" EAST ALONG THE WEST LINE OF SAID PARCEL "A", 8.12 FEET;

THENCE EASTERLY ON A CURVE TO THE LEFT WHOSE CENTER BEARS NORTH 02° 33' 07" EAST, 5950.50 FEET, AN ARC DISTANCE OF 84.73 FEET;

THENCE SOUTH 88° 15' 37" EAST, 27.71 FEET;

THENCE NORTH 80° 25' 34" EAST, 34.33 FEET TO THE EAST LINE OF SAID PARCEL "A";

THENCE SOUTH 06° 04' 58" WEST ALONG SAID EAST LINE, 14.27 FEET TO SAID NORTH MARGIN OF SOUTH 216TH STREET;

THENCE NORTH 88° 15' 51" WEST ALONG SAID NORTH MARGIN, 145.55 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,220 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER STEWART TITLE COMPANY ORDER NO. 01148-12338, DATED DECEMBER 17, 2014)

LOTS IIA (2A) AND IIB (2B) OF CITY OF DES MOINES SHORT PLAT NO. DEMOSP 88-7, AS RECORDED UNDER RECORDING NO. 8808190489, RECORDS OF KING COUNTY AUDITOR;

EXCEPT THAT PORTION OF LOT IIA CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NO. 04-2-29283-2 KNT AND RECORDED UNDER RECORDING NO. 20060407001204.

ALSO EXCEPT THAT PORTION OF LOT IIB CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NO. 04-2-00678-3 KNT AND RECORDED UNDER RECORDING NO. 20060407001205.

TOGETHER WITH NEW LOT A OF CITY OF DES MOINES LOT LINE ADJUSTMENT NO. LUA 00-002, AS RECORDED UNDER RECORDING NO. 20001229900023, RECORDS OF KING COUNTY AUDITOR;

SITUATE IN THE CITY OF DES MOINES, COUNTY OF KING, STATE OF WASHINGTON.

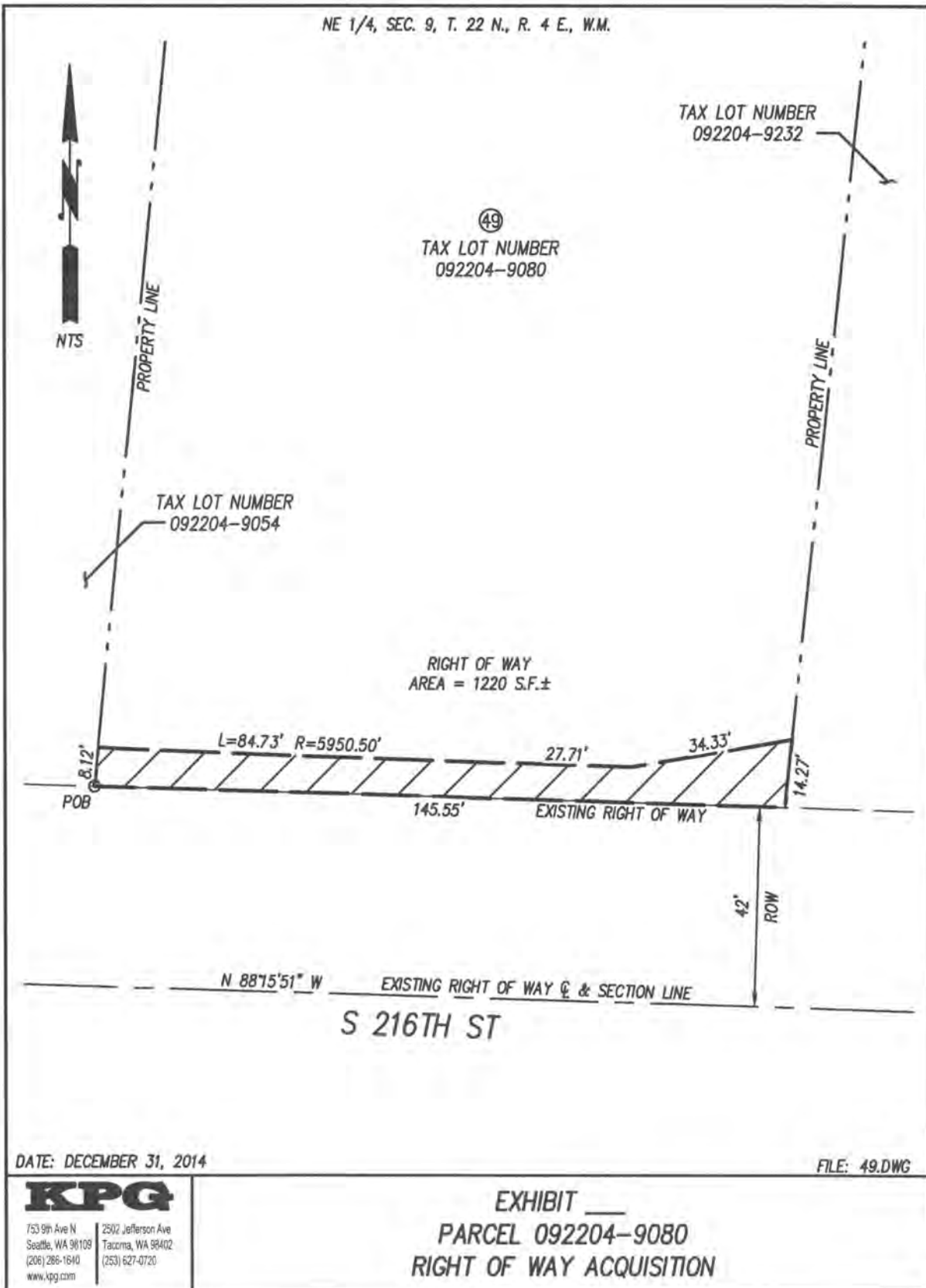


EXHIBIT D
PARCEL NO. 092204-9080
UTILITY EASEMENT

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL "A", SAID CORNER ALSO BEING ON THE NORTH MARGIN OF SOUTH 216TH STREET;

THENCE NORTH 05° 31' 54" EAST ALONG THE WEST LINE OF SAID PARCEL "A", 8.12 FEET;

THENCE EASTERLY ON A CURVE TO THE LEFT WHOSE CENTER BEARS NORTH 02° 33' 07" EAST, 5,950.50 FEET, AN ARC DISTANCE OF 84.73 FEET;

THENCE SOUTH 88° 15' 37" EAST, 5.70 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 06° 04' 58" EAST, 55.16 FEET;

THENCE SOUTH 88° 15' 51" EAST, 10.03 FEET;

THENCE SOUTH 06° 04' 58" WEST, 55.16 FEET;

THENCE NORTH 88° 15' 37" WEST, 10.03 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 552 SQUARE FEET, MORE OR LESS.

PARCEL "A".

(PER STEWART TITLE COMPANY ORDER NO. 01148-12338, DATED DECEMBER 17, 2014)

LOTS IIA (2A) AND IIB (2B) OF CITY OF DES MOINES SHORT PLAT NO. DEMOSP 88-7, AS RECORDED UNDER RECORDING NO. 8808190489, RECORDS OF KING COUNTY AUDITOR;

EXCEPT THAT PORTION OF LOT IIA CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NO. 04-2-29283-2 KNT AND RECORDED UNDER RECORDING NO. 20060407001204.

ALSO EXCEPT THAT PORTION OF LOT IIB CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NO. 04-2-00678-3 KNT AND RECORDED UNDER RECORDING NO. 20060407001205.

TOGETHER WITH NEW LOT A OF CITY OF DES MOINES LOT LINE ADJUSTMENT NO. LUA 00-002, AS RECORDED UNDER RECORDING NO. 20001229900023, RECORDS OF KING COUNTY AUDITOR;

SITUATE IN THE CITY OF DES MOINES, COUNTY OF KING, STATE OF WASHINGTON.

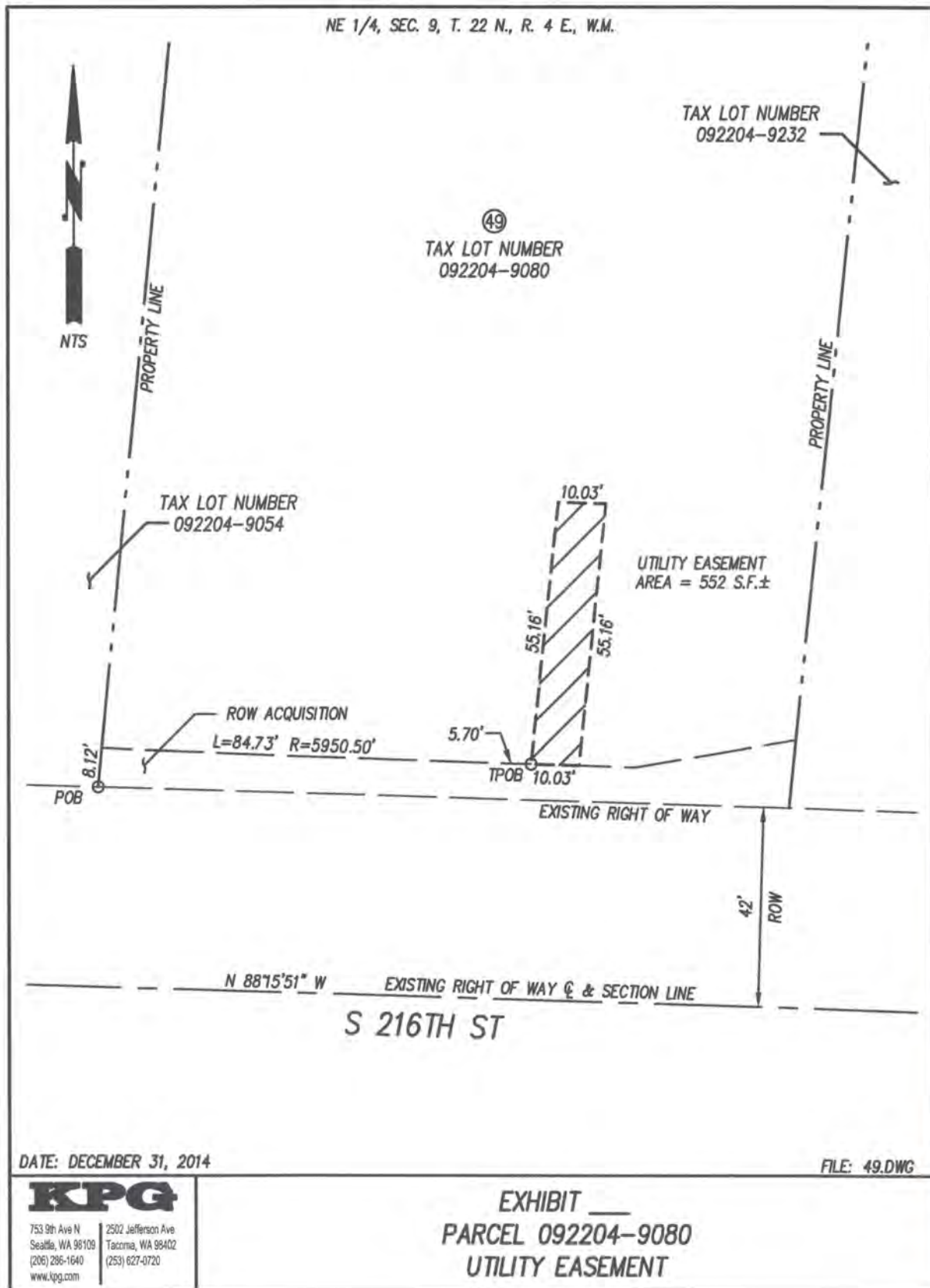


EXHIBIT b
PARCEL NO. 092204-9080
WALL EASEMENT

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL "A", SAID CORNER ALSO BEING ON THE NORTH MARGIN OF SOUTH 216TH STREET;

THENCE NORTH 05° 31' 54" EAST ALONG THE WEST LINE OF SAID PARCEL "A", 8.12 FEET TO THE TRUE POINT OF BEGINNING;

THENCE EASTERLY ON A CURVE TO THE LEFT WHOSE CENTER BEARS NORTH 02° 33' 07" EAST, 5,950.50 FEET, AN ARC DISTANCE OF 17.78 FEET;

THENCE NORTH 02° 22' 50" EAST, 5.00 FEET;

THENCE WESTERLY ON A CURVE TO THE RIGHT WHOSE CENTER BEARS NORTH 02° 22' 50" EAST, 5,945.50 FEET, AN ARC DISTANCE OF 17.50 FEET TO SAID WEST LINE OF SAID PARCEL "A";

THENCE SOUTH 05° 31' 54" WEST ALONG SAID WEST LINE, 5.01 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 88 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER STEWART TITLE COMPANY ORDER NO. 01148-12338, DATED DECEMBER 17, 2014)

LOTS IIA (2A) AND IIB (2B) OF CITY OF DES MOINES SHORT PLAT NO. DEMOSP 88-7, AS RECORDED UNDER RECORDING NO. 8808190489, RECORDS OF KING COUNTY AUDITOR;

EXCEPT THAT PORTION OF LOT IIA CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NO. 04-2-29283-2 KNT AND RECORDED UNDER RECORDING NO. 20060407001204.

ALSO EXCEPT THAT PORTION OF LOT IIB CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NO. 04-2-00678-3 KNT AND RECORDED UNDER RECORDING NO. 20060407001205.

TOGETHER WITH NEW LOT A OF CITY OF DES MOINES LOT LINE ADJUSTMENT NO. LUA 00-002, AS RECORDED UNDER RECORDING NO. 20001229900023, RECORDS OF KING COUNTY AUDITOR;

SITUATE IN THE CITY OF DES MOINES, COUNTY OF KING, STATE OF WASHINGTON.

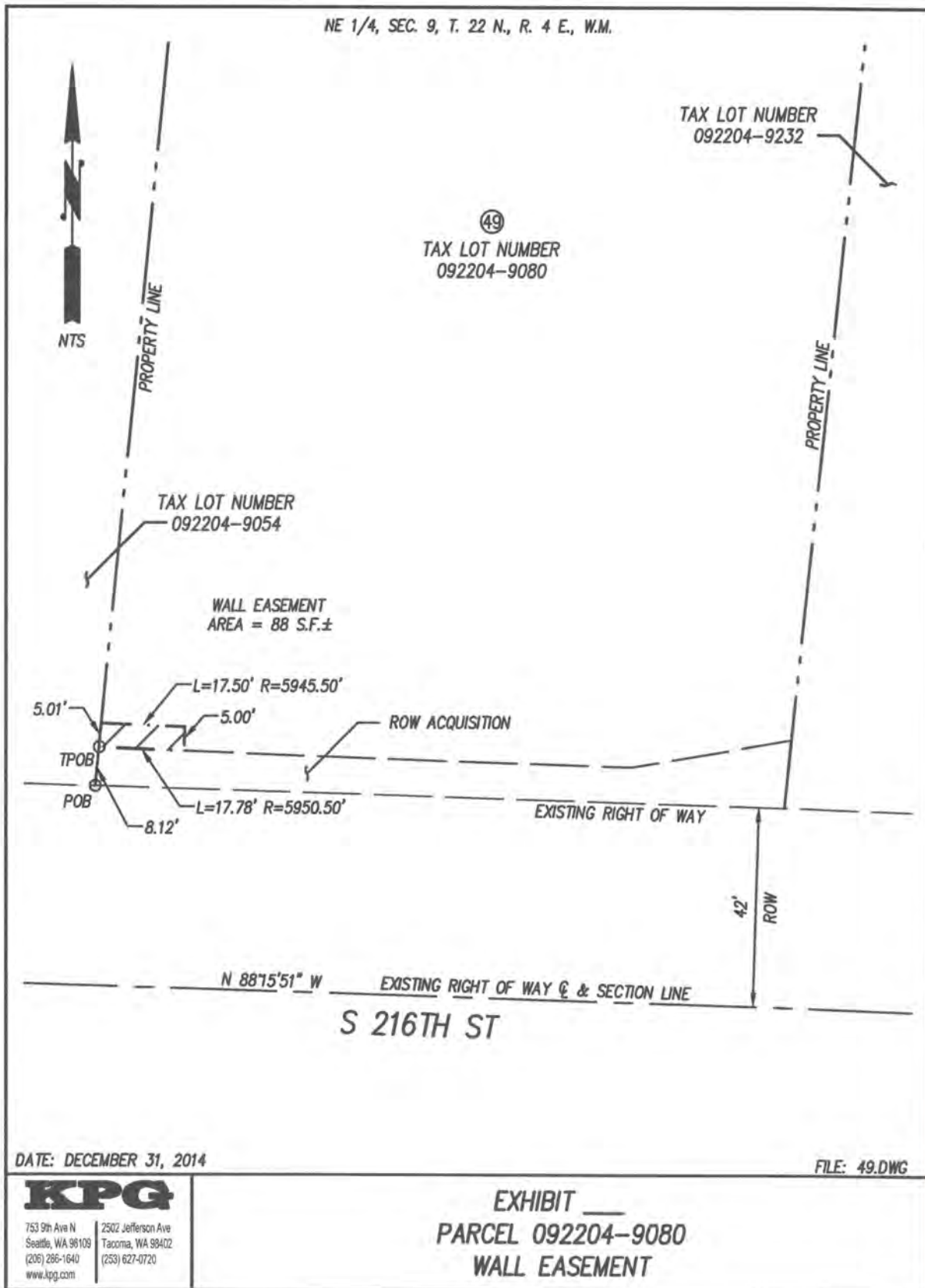


Exhibit D, Continued

Return Address:
 City of Des Moines
 Attn: City Attorney
 21630 11th Avenue So., Suite C
 Des Moines, WA 98198-6398

**TEMPORARY CONSTRUCTION EASEMENT/
 RIGHT OF ENTRY**

ROW Plan #	49
Grantor:	SAFEWAY INC STORE 3540 070227
Grantee:	City of Des Moines, a municipal corporation of the State of Washington
Legal Description/STR:	A portion of Sec. 9, T. 22 N., R. 4 E. WM
Assessor's Tax Parcel ID#:	0922049080
Property Address: Mailing Address: Phone Contact #:	21401 Pacific Hwy S., Des Moines, WA 98198 1371 Oakland Blvd. Ste 200, Walnut Creek, CA 94596

Transportation Gateway Project
South 216th Street, Segment 1A, Improvements
24th Avenue South to Pacific Highway So.

THIS EASEMENT AGREEMENT, made this _____ day of _____, 2015,
 by and between SAFEWAY INC. STORE 3540 ("Grantor" herein), and the CITY OF DES
 MOINES, a municipal corporation of the State of Washington, ("Grantee" herein),

In consideration of the transportation, sidewalk, utility and general improvements planned to occur immediately on or adjacent to property that is subject to this easement as a result of the above S. 216th Street Improvements, the Grantor(s) hereby grants to the Grantee, its contractors, employees, agents, successors and assigns the right to enter upon land known as King County Assessor's Parcel Number 0922049080 located adjacent to S. 216th St and Pacific Hwy S., Des Moines, WA 98198, as required for the purpose of placing personnel and equipment on said premises to re-construct driveway access, restore fences, signage, utility services, mailboxes,

plantings, walls and/or walkways to match newly constructed roadway and sidewalk grades within right of way as shown in the plans and specifications found on file with the City Engineer of the Grantee.

SPECIAL STIPULATIONS

1. This easement shall remain in force until such time as the construction of street improvements has been accepted for operation and maintenance by the Grantee. Specific details concerning the public street improvements may be found on maps, plans, and specifications on file with Grantee's City Engineer.
2. Grantee, its agents and assigns, will notify Grantor their agents, successors, and assigns, of its construction schedule, and will, to the greatest extent practicable, schedule the construction activity so as to minimize any inconvenience to the property and business operations. The Grantee agrees to require that the Contractor implement a City approved traffic control plan that maintains 24 hour business access to S. 216th Street and Pacific Hwy S.
3. The Grantee agrees, to the extent practicable, to leave the property in as good condition as existed on the day construction commenced. This shall include the timely removal of any and all debris, rubbish or combustible material resulting from construction activities.
4. Compensation: Grantor acknowledges that the property and/or property rights conveyed herein are in consideration for benefits to be derived by matching the roadway improvements with the Grantor's property.
5. Grantor authorizes and appoints Grantee as its agent and attorney-in-fact to make application for any and all permits required to complete the project.
6. The rights herein granted shall include all incidental rights, including but not limited to, rights of ingress and egress necessary to properly perform the work indicated for construction of the project. Grantee and those entitled to exercise the rights granted herein shall exercise all due diligence in their activities upon the property. Grantee hereby agrees to indemnify and hold harmless Grantor against and from any and all liability for losses, damages and expenses on account of damage to property or injury to persons resulting from or arising out of the rights herein granted to Grantee and/or its contractors, employees, agents, successors or assigns.

7. The termination date for this easement shall be by the physical completion date of the project.

DATED this _____ day of _____, 2015.

GRANTOR:

Name:

By: _____

Date: _____

GRANTEE:

CITY OF DES MOINES,
a Washington municipal corporation

By: Anthony A. Piasecki, City Manager

Date: _____

At the direction of the Des Moines City Council on ____ day of _____, 2015.

APPROVED as to form only:

Pat Bosmans, City Attorney

Date _____

STATE OF)
) ss
 COUNTY OF)

I certify that I know or have satisfactory evidence that _____ is/ are the person/s who appeared before me, and said person/s acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged it to be his/her/their free and voluntary, act for the uses and purposes mentioned in this instrument.

Dated _____

 Notary Public in and for the State of _____
 residing at _____
 My appointment expires _____

STATE OF WASHINGTON)
) ss
 COUNTY OF KING)

This instrument was acknowledged before me on _____ (date of acknowledgment) by Anthony A. Piasecki as City Manager, City of Des Moines, a State of Washington municipal corporation, on behalf of said corporation.

 Notary Public in and for the State of _____
 residing at _____
 My appointment expires _____

EXHIBIT *E*
PARCEL NO. 092204-9054
RIGHT OF WAY ACQUISITION

THAT PORTION OF THE HEREINAFTER DESCRIBED TRACT "A" DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT "A", SAID CORNER ALSO BEING ON THE NORTH MARGIN OF SOUTH 216TH STREET;

THENCE NORTH 05° 31' 54" EAST ALONG THE EAST LINE OF SAID TRACT "A", 8.12 FEET;

THENCE WESTERLY ON A CURVE TO THE RIGHT WHOSE CENTER BEARS NORTH 02° 33' 07" EAST, 5,950.50 FEET, AN ARC DISTANCE OF 107.69 FEET TO THE WEST LINE OF SAID TRACT "A";

THENCE SOUTH 01° 04' 07" WEST ALONG SAID WEST LINE, 10.61 FEET TO SAID NORTH MARGIN OF SOUTH 216TH STREET;

THENCE SOUTH 88° 15' 51" EAST ALONG SAID NORTH MARGIN, 107.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 987 SQUARE FEET, MORE OR LESS.

TRACT "A":

(PER STEWART TITLE COMPANY ORDER NO. 01148-29575, DATED DECEMBER 17, 2014)

PARCEL 1:

THAT PORTION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST, W. M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION;

THENCE NORTH 01°04'15" EAST 178.05 FEET ALONG THE WEST LINE THEREOF TO THE NORTHWEST CORNER OF LOT B, CITY OF DES MOINES LOT LINE ADJUSTMENT NO. LUA-LLA 99-019, RECORDED UNDER KING COUNTY RECORDING NO. 19990804900004, AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 01°04'15" EAST 32.55 FEET ALONG SAID WEST LINE;

THENCE SOUTH 83°54'32" EAST 119.84 FEET TO THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID LOT B;

THENCE SOUTH 05°32'05" WEST 31.76 FEET ALONG SAID PROLONGATION TO THE NORTHERLY LINE OF SAID LOT B;

THENCE NORTH 84°14'04" WEST 117.35 FEET ALONG SAID NORTHERLY LINE TO THE TRUE POINT OF BEGINNING;

(BEING KNOWN AS THE NORTHERLY 32.55 FEET, MORE OR LESS, OF LOT B OF CITY OF DES MOINES LOT LINE ADJUSTMENT NO. LUA 00-002, RECORDED UNDER RECORDING NO. 20001229900023).

PARCEL 2:

LOT B OF CITY OF DES MOINES LOT LINE ADJUSTMENT NO. LUA 00-002, RECORDED UNDER RECORDING NO. 20001229900023, EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

THAT PORTION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST, W. M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION;

THENCE NORTH 01°04'15" EAST 178.05 FEET ALONG THE WEST LINE THEREOF TO THE NORTHWEST CORNER OF LOT B, CITY OF DES MOINES LOT LINE ADJUSTMENT NO. LUA-LLA 99-019, RECORDED UNDER KING COUNTY RECORDING NO. 19990804900004, AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 01°04'15" EAST 32.55 FEET ALONG SAID WEST LINE;

THENCE SOUTH 83°54'32" EAST 119.84 FEET TO THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID LOT B;

THENCE SOUTH 05°32'05" WEST 31.76 FEET ALONG SAID PROLONGATION TO THE NORTHERLY LINE OF SAID LOT B;
THENCE NORTH 84°14'04" WEST 117.35 FEET ALONG SAID NORTHERLY LINE TO THE TRUE POINT OF BEGINNING.

PARCEL 3:

NON-EXCLUSIVE EASEMENTS FOR ROADWAYS, WALKWAYS, INGRESS, EGRESS, AND PARKING AS ESTABLISHED IN DECLARATION OF EASEMENTS WITH COVENANTS AND RESTRICTIONS, AS RECORDED UNDER RECORDING NUMBERS 19990804000802, AND AMENDMENTS THERETO UNDER RECORDING NUMBERS 20001229000562 AND 20080826000844.

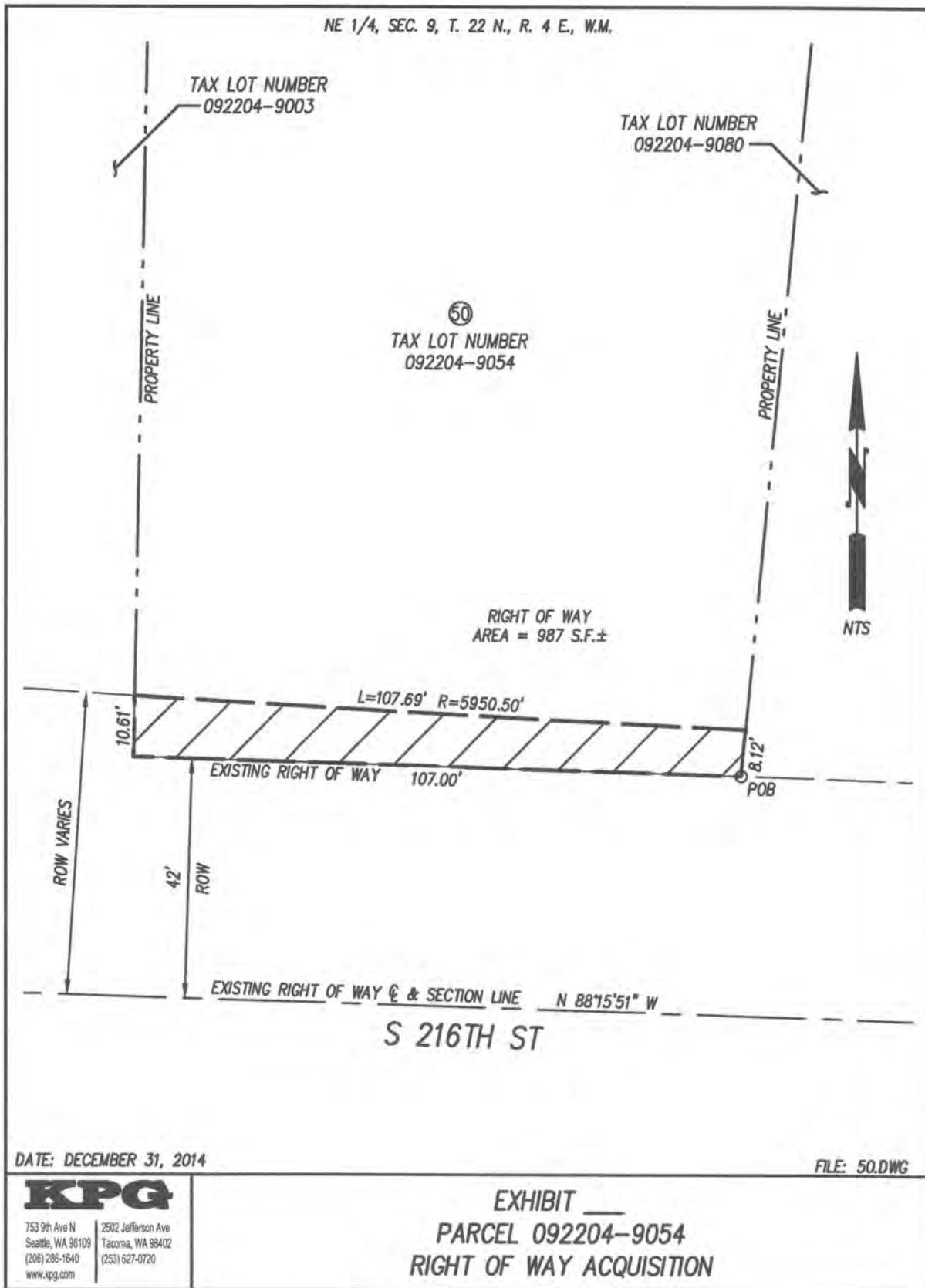


EXHIBIT E
PARCEL NO. 092204-9054
UTILITY EASEMENT

THAT PORTION OF THE HEREINAFTER DESCRIBED TRACT "A" DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT "A", SAID CORNER ALSO BEING ON THE NORTH MARGIN OF SOUTH 216TH STREET;

THENCE NORTH 05° 31' 54" EAST ALONG THE EAST LINE OF SAID TRACT "A", 8.12 FEET;

THENCE WESTERLY ON A CURVE TO THE RIGHT WHOSE CENTER BEARS NORTH 02° 33' 07" EAST, 5,950.50 FEET, AN ARC DISTANCE OF 97.68 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ON SAID CURVE TO THE RIGHT WHOSE CENTER BEARS NORTH 03° 29' 33" EAST, 5,950.50 FEET, AN ARC DISTANCE OF 10.01 FEET TO THE WEST LINE OF SAID TRACT "A";

THENCE NORTH 01° 04' 07" EAST ALONG SAID WEST LINE, 14.89 FEET;

THENCE SOUTH 88° 15' 51" EAST, 10.00 FEET;

THENCE SOUTH 01° 04' 07" WEST 15.21 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 150 SQUARE FEET, MORE OR LESS.

TRACT "A":

(PER STEWART TITLE COMPANY ORDER NO. 01148-29575, DATED DECEMBER 17, 2014)

PARCEL 1:

THAT PORTION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST, W. M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION;

THENCE NORTH 01° 04' 15" EAST 178.05 FEET ALONG THE WEST LINE THEREOF TO THE NORTHWEST CORNER OF LOT B, CITY OF DES MOINES LOT LINE ADJUSTMENT NO. LUA-LLA 99-019, RECORDED UNDER KING COUNTY RECORDING NO. 19990804900004, AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 01° 04' 15" EAST 32.55 FEET ALONG SAID WEST LINE;

THENCE SOUTH 83° 54' 32" EAST 119.84 FEET TO THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID LOT B;

THENCE SOUTH 05° 32' 05" WEST 31.76 FEET ALONG SAID PROLONGATION TO THE NORTHERLY LINE OF SAID LOT B;

THENCE NORTH 84° 14' 04" WEST 117.35 FEET ALONG SAID NORTHERLY LINE TO THE TRUE POINT OF BEGINNING;

(BEING KNOWN AS THE NORTHERLY 32.55 FEET, MORE OR LESS, OF LOT B OF CITY OF DES MOINES LOT LINE ADJUSTMENT NO. LUA 00-002, RECORDED UNDER RECORDING NO. 20001229900023).

PARCEL 2:

LOT B OF CITY OF DES MOINES LOT LINE ADJUSTMENT NO. LUA 00-002, RECORDED UNDER RECORDING NO. 20001229900023, EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

THAT PORTION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST, W. M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION;

THENCE NORTH 01° 04' 15" EAST 178.05 FEET ALONG THE WEST LINE THEREOF TO THE NORTHWEST CORNER OF LOT B, CITY OF DES MOINES LOT LINE ADJUSTMENT NO. LUA-LLA 99-019, RECORDED UNDER KING COUNTY RECORDING NO. 19990804900004, AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 01°04'15" EAST 32.55 FEET ALONG SAID WEST LINE;
THENCE SOUTH 83°54'32" EAST 119.84 FEET TO THE NORTHERLY PROLONGATION OF THE EASTERLY
LINE OF SAID LOT B;
THENCE SOUTH 05°32'05" WEST 31.76 FEET ALONG SAID PROLONGATION TO THE NORTHERLY LINE OF
SAID LOT B;
THENCE NORTH 84°14'04" WEST 117.35 FEET ALONG SAID NORTHERLY LINE TO THE TRUE POINT OF
BEGINNING.

PARCEL 3:

NON-EXCLUSIVE EASEMENTS FOR ROADWAYS, WALKWAYS, INGRESS, EGRESS, AND PARKING AS
ESTABLISHED IN DECLARATION OF EASEMENTS WITH COVENANTS AND RESTRICTIONS, AS RECORDED
UNDER RECORDING NUMBERS 19990804000802, AND AMENDMENTS THERETO UNDER RECORDING
NUMBERS 20001229000562 AND 20080826000844.

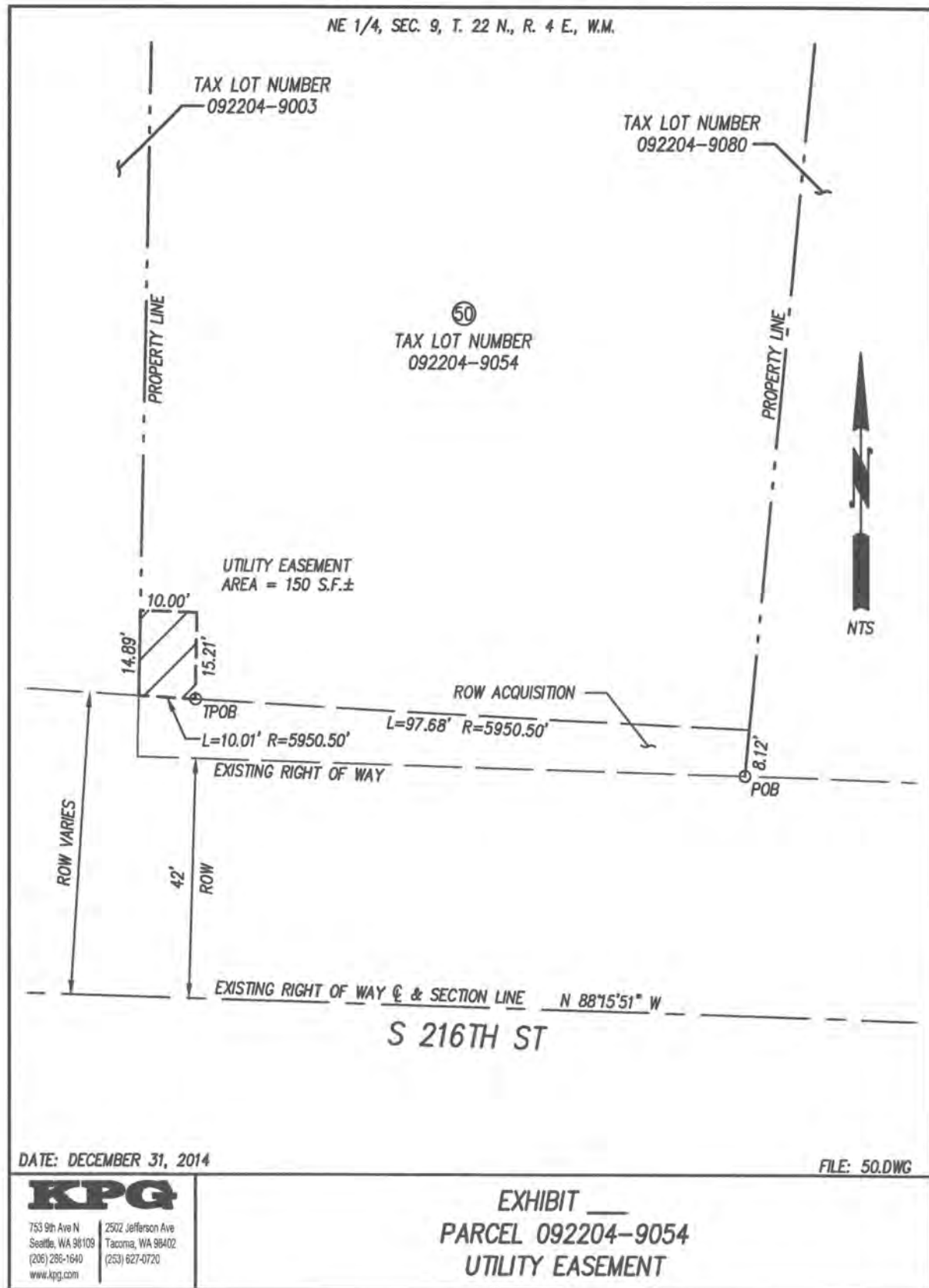


EXHIBIT B
PARCEL NO. 092204-9054
WALL EASEMENT

THAT PORTION OF THE HEREINAFTER DESCRIBED TRACT "A" DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT "A", SAID CORNER ALSO BEING ON THE NORTH MARGIN OF SOUTH 216TH STREET;

THENCE NORTH 05° 31' 54" EAST ALONG THE EAST LINE OF SAID TRACT "A", 8.12 FEET TO THE TRUE POINT OF BEGINNING;

THENCE WESTERLY ON A CURVE TO THE RIGHT WHOSE CENTER BEARS NORTH 02° 33' 07" EAST, 5,950.50 FEET, AN ARC DISTANCE OF 97.68 FEET;

THENCE NORTH 01° 04' 07" EAST, 5.00 FEET;

THENCE EASTERLY ON A CURVE TO THE LEFT WHOSE CENTER BEARS NORTH 03° 29' 40" EAST, 5,945.50 FEET, AN ARC DISTANCE OF 98.07 FEET TO THE EAST LINE OF SAID TRACT "A";

THENCE SOUTH 05° 31' 54" WEST ALONG SAID EAST LINE, 5.01 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 489 SQUARE FEET, MORE OR LESS.

TRACT "A":

(PER STEWART TITLE COMPANY ORDER NO. 01148-29575, DATED DECEMBER 17, 2014)

PARCEL 1:

THAT PORTION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST, W. M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION;

THENCE NORTH 01°04'15" EAST 178.05 FEET ALONG THE WEST LINE THEREOF TO THE NORTHWEST CORNER OF LOT B, CITY OF DES MOINES LOT LINE ADJUSTMENT NO. LUA-LLA 99-019, RECORDED UNDER KING COUNTY RECORDING NO. 19990804900004, AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 01°04'15" EAST 32.55 FEET ALONG SAID WEST LINE;

THENCE SOUTH 83°54'32" EAST 119.84 FEET TO THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID LOT B;

THENCE SOUTH 05°32'05" WEST 31.76 FEET ALONG SAID PROLONGATION TO THE NORTHERLY LINE OF SAID LOT B;

THENCE NORTH 84°14'04" WEST 117.35 FEET ALONG SAID NORTHERLY LINE TO THE TRUE POINT OF BEGINNING;

(BEING KNOWN AS THE NORTHERLY 32.55 FEET, MORE OR LESS, OF LOT B OF CITY OF DES MOINES LOT LINE ADJUSTMENT NO. LUA 00-002, RECORDED UNDER RECORDING NO. 20001229900023).

PARCEL 2:

LOT B OF CITY OF DES MOINES LOT LINE ADJUSTMENT NO. LUA 00-002, RECORDED UNDER RECORDING NO. 20001229900023, EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

THAT PORTION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST, W. M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION;

THENCE NORTH 01°04'15" EAST 178.05 FEET ALONG THE WEST LINE THEREOF TO THE NORTHWEST CORNER OF LOT B, CITY OF DES MOINES LOT LINE ADJUSTMENT NO. LUA-LLA 99-019, RECORDED UNDER KING COUNTY RECORDING NO. 19990804900004, AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 01°04'15" EAST 32.55 FEET ALONG SAID WEST LINE;

THENCE SOUTH 83°54'32" EAST 119.84 FEET TO THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID LOT B;
THENCE SOUTH 05°32'05" WEST 31.76 FEET ALONG SAID PROLONGATION TO THE NORTHERLY LINE OF SAID LOT B;
THENCE NORTH 84°14'04" WEST 117.35 FEET ALONG SAID NORTHERLY LINE TO THE TRUE POINT OF BEGINNING.

PARCEL 3:

NON-EXCLUSIVE EASEMENTS FOR ROADWAYS, WALKWAYS, INGRESS, EGRESS, AND PARKING AS ESTABLISHED IN DECLARATION OF EASEMENTS WITH COVENANTS AND RESTRICTIONS, AS RECORDED UNDER RECORDING NUMBERS 19990804000802, AND AMENDMENTS THERETO UNDER RECORDING NUMBERS 20001229000562 AND 20080826000844.

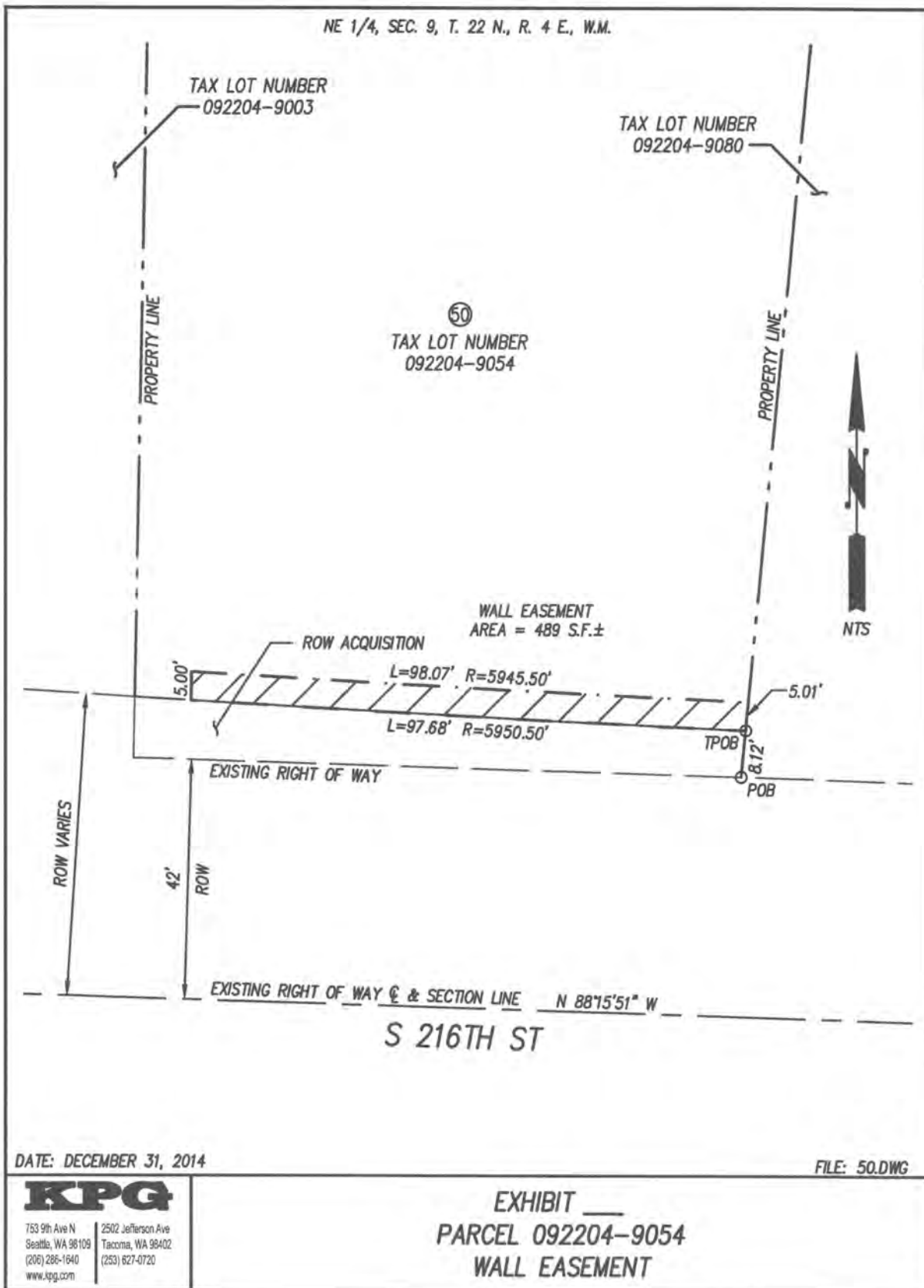


Exhibit E, Continued

Return Address:
 City of Des Moines
 Attn: City Attorney
 21630 11th Avenue So., Suite C
 Des Moines, WA 98198-6398

**TEMPORARY CONSTRUCTION EASEMENT/
 RIGHT OF ENTRY**

ROW Plan #	50
Grantor:	Roger and Susan Belanich DES MOINES CENTER LLC 289999
Grantee:	City of Des Moines, a municipal corporation of the State of Washington
Legal Description/STR:	A portion of Sec. 9, T. 22 N., R. 4 E. WM
Assessor's Tax Parcel ID#:	0922049054
Property Address: Mailing Address: Phone Contact #:	21425 Pacific Hwy S, Des Moines, WA 98198 22020 17th Ave NE #200 200, Bothell, WA 98021

**Transportation Gateway Project
 South 216th Street, Segment 1A, Improvements
 24th Avenue South to Pacific Highway South**

THIS EASEMENT AGREEMENT, made this _____ day of _____, 2015, by and between DES MOINES CENTER LLC 289999 ("Grantor" herein), and the CITY OF DES MOINES, a municipal corporation of the State of Washington, ("Grantee" herein),

In consideration of the transportation, sidewalk, utility and general improvements planned to occur immediately on or adjacent to property that is subject to this easement as a result of the above S. 216th Street Improvements, the Grantor(s) hereby grants to the Grantee, its contractors, employees, agents, successors and assigns the right to enter upon land known as King County Assessor's Parcel Number 0922049054 located adjacent to S. 216th St and Pacific Highway S (International Blvd), Des Moines, WA 98198, as required for the purpose of placing personnel and equipment on said premises to re-construct driveway access, restore fences, utility services, mailboxes, plantings, walls and/or walkways to match newly constructed roadway and sidewalk

grades within right of way as shown in the plans and specifications found on file with the City Engineer of the Grantee.

SPECIAL STIPULATIONS

1. This easement shall remain in force until such time as the construction of street improvements has been accepted for operation and maintenance by the Grantee. Specific details concerning the public street improvements may be found on maps, plans, and specifications on file with Grantee's City Engineer.
2. Grantee, its agents and assigns, will notify Grantor their agents, successors, and assigns, of its construction schedule, and will, to the greatest extent practicable, schedule the construction activity so as to minimize any inconvenience to the property and business operations. The Grantee agrees to require that the Contractor implement a City approved traffic control plan that maintains 24 hour business access to S. 216th Street and Pacific Highway S (International Blvd).
3. The Grantee agrees, to the extent practicable, to leave the property in as good condition as existed on the day construction commenced. This shall include the timely removal of any and all debris, rubbish or combustible material resulting from construction activities.
4. Compensation: Grantor acknowledges that the property and/or property rights conveyed herein are in consideration for benefits to be derived by matching the roadway improvements with the Grantor's property.
5. Grantor authorizes and appoints Grantee as its agent and attorney-in-fact to make application for any and all permits required to complete the project.
6. The rights herein granted shall include all incidental rights, including but not limited to, rights of ingress and egress necessary to properly perform the work indicated for construction of the project. Grantee and those entitled to exercise the rights granted herein shall exercise all due diligence in their activities upon the property. Grantee hereby agrees to indemnify and hold harmless Grantor against and from any and all liability for losses, damages and expenses on account of damage to property or injury to persons resulting from or arising out of the rights herein granted to Grantee and/or its contractors, employees, agents, successors or assigns.

7. The termination date for this easement shall be by the physical completion date of the project.

DATED this _____ day of _____, 2015.

GRANTOR:

Name:

By: _____

Date: _____

GRANTEE:

CITY OF DES MOINES,
a Washington municipal corporation

By: Anthony A. Piasecki, City Manager

Date: _____

At the direction of the Des Moines City Council on ____ day of _____, 2015.

APPROVED as to form only:

Pat Bosmans, City Attorney

Date

STATE OF)
) ss
COUNTY OF)

I certify that I know or have satisfactory evidence that _____ is/ are the person/s who appeared before me, and said person/s acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged it to be his/her/their free and voluntary, act for the uses and purposes mentioned in this instrument.

Dated _____

Notary Public in and for the State of _____
residing at _____
My appointment expires _____

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

This instrument was acknowledged before me on _____ (date of acknowledgment) by Anthony A. Piasecki as City Manager, City of Des Moines, a State of Washington municipal corporation, on behalf of said corporation.

Notary Public in and for the State of _____
residing at _____
My appointment expires _____

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Transportation Gateway Project:
Right-of-Way Acquisition Phase

FOR AGENDA OF: April 7, 2011

DEPT. OF ORIGIN: Planning, Building & Public
Works

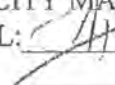
ATTACHMENTS:

1. Supplemental Consultant Agreement, approved November, 2009
2. Second Addendum to the First Development Agreement, December, 2010
3. Approved Right-of-Way Plans, 2011
4. City of Des Moines Right-of-Way Procedures, June, 2010

DATE SUBMITTED: March 28, 2011

CLEARANCES:

- ☒ Planning, Building & Public Works 
- ☐ Legal 
- ☐ Finance _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this item is to seek Council approval to begin the Right-of-Way acquisition phase of the Transportation Gateway Project ("the project"), collectively including three elements of the City of Des Moines Capital Improvement Program: South 216th Street Segment 1a, between 29th Avenue South and 24th Avenue South; South 216th Street Segment 2, between 24th Avenue South and 18th Avenue South; and 24th Avenue South, between South 208th Street to South 216th Street.

Suggested Motions

Motion 1

"I move to authorize Administration to begin the Right-of-Way acquisition phase of the Transportation Gateway Project, prioritizing negotiations for properties required for the widening of 24th Avenue South between South 208th Street and South 216th Street, and South 216th Street (Segment 2) from 24th Avenue South to 18th Avenue South, including roadway transitions, consistent with the approved project Right-of-Way plans as may be amended by the Director or his designee, the City's adopted Right-of-Way Procedures, and the Transportation Capital Improvement Program."

Motion 2

"I move to authorize Administration to negotiate for properties required for the widening of South 216th Street (Segment 1a) from 29th Avenue South to 24th Avenue South if properties become available, subject to the availability of funding in the Transportation Capital Improvement Program."

Background:

On March 26, 2009, the City Council approved a Consultant Agreement with KPG Consulting Engineers, Inc. for the preliminary design phase of the project. On November 12, 2009, the City Council approved a Supplement to this Agreement, which provided for the final design phase of the project. The Supplement also included tasks for some right-of-way negotiations on the project, primarily focused on two of the three project segments (24th Ave. S. and Segment 2 of South 216th Street). A copy of the Supplement is provided as Attachment 1. When the Supplement was approved by the Council, it was clear that staff was not to proceed with the right-of-way negotiation tasks or the acquisition phase of the project until the design was substantially completed and funding was available. The following is a summary of the motion from that meeting:

MOTION was made by Councilmember Dave Kaplan, seconded by Councilmember Ed Pina, to approve Supplement #1 with KPG Consulting Engineers, Inc. for engineering work relating to final design, environmental documentation, in the amount of \$1,007,068.75 and contingent upon funding sources, right of way services in the amount of \$421,613.94, authorize the City Manager to approve additional supplements as necessary up to \$145,000 for the entire contract and further authorize the City Manager or his designee to sign said contract supplement, substantially in the form submitted. (11/12/09 Council Meeting Minutes)

As briefly summarized below, significant progress has been made on the design of the project since Supplement 1 was approved:

Public Involvement

Throughout the project design, there has been a substantial effort for public involvement. City staff solicited comments from the public regarding the final design plans in November, 2010, including hosting of a fourth Open House inviting citizens to participate in the design process. Notice of the meeting was broadly disseminated to adjoining property owners and the public.

The Planning Agency and the Arts Council both provided motions of support for the Transportation Gateway design concept. Opposition was voiced by owners of property in the vicinity of a South 216th Street driveway (Des Moines Convenience Center and Safeway) where staff anticipates that c-curbing will be necessary to restrict turning movements across the widened roadway. This access restriction is mitigated by design of a U-turn pocket at the SR99 intersection. One letter of support was received from Pac Stainless, LTD. No other comments in opposition to the project were received.

Environmental Clearances:

All of the environmental reviews and permitting has been completed, which enables the City to advance the project into the right-of-way acquisition phase. Environmental clearances for the project were fully executed following the public meeting and comment process. The NEPA clearances (FHWA Documented Categorical Exclusion) are required prior to beginning right-of-way negotiations for project where federal funds are anticipated. A SEPA DNS notice was finalized which completed the environmental review requirements under the City Code.

Design:

The project design is essentially complete. While there is some final utility coordination that is still on-going, all of the other design milestones and deliverables have been completed.

Significant progress has also been made on funding for the project. On September 30, 2010, the City Council approved Second Addendum to the First Development Agreement with the Port of Seattle, providing for the sale of surplus deeded and dedicated right-of-way in the Des Moines Creek Business Park as well as the purchase of right of way adjoining South 216th Street, Segment 2 and 24th Avenue South. A copy of that Agreement, was signed by the Port of Seattle on December 10, 2010 and is provided as [Attachment 2](#). The net proceeds from this Agreement have been programmed into the adopted 2011-2016 Transportation Capital Improvement Program Budget, and provide the funding necessary to begin the Right-of-Way acquisition phase of the project.

Discussion

Some of the required Right-of-Way for the project has already been acquired. First, a significant amount of the necessary Right-of-Way, approximately 2.84 acres, was acquired from the Port of Seattle through the Second Addendum to the First Development Agreement. Second, right-of-way along the Pro Logis property frontage on 24th Avenue South was secured in 2009 through a mitigation agreement. Finally, staff continues to work with WSDOT to secure the surplus and transfer of the old SR 509 Right-of-Way necessary for the project.

The final Right-of-Way plans have been completed for 24th Avenue South and Segment 2 of South 216th Street, and have been signed and approved by the City of Des Moines Planning, Building and Public Works Director. Preliminary Right-of-Way plans have been completed for Segment 1a of South 216th Street. The approved Right-of-Way plans are provided as [Attachment 3](#). The approved Right-of-Way plans may be amended to accommodate title report investigations and/or any unforeseen design changes.

The plans show that a total of thirty one (31) properties adjoin the 24th Avenue South and Segment 2 of South 216th Street improvements (excluding the SR 509 ROW transfer expected from WSDOT and the City of Des Moines Activity Center property). All properties, excluding the WSDOT and the City property) require temporary construction licenses to match improvements. Twenty (20) of these property frontages require that the City approach the owners to secure deeds and/or easements to widen these roadways. The "off-set" road alignment helps minimize impacts on developed parcels. No property relocations are planned. Title reports have been obtained, legal descriptions and calculations have been prepared, and the property negotiation files have been set up.

On June 10, 2010 the City Council adopted updated right-of-way negotiation procedures, which were subsequently approved by the Washington State Department of Transportation (WSDOT). These procedures are provided as [Attachment 4](#). As the City moves forward into the acquisition phase of the project, negotiations will be consistent with these adopted procedures.

Following Council approval, staff and the City's qualified sub-consultant, Certified Land Services, will seek WSDOT approval of property files and negotiation procedures including identifying those properties subject to administrative offers and appraisals as required by the procedures meeting federal requirements. Each settlement and acceptance of deeds and easements will be subject to City Council approval. Upon advice from the City Attorney, condemnation ordinance(s) and processes will be undertaken only if necessary to finalize settlements.

Financial Impact

With the net proceeds from the Second Addendum to the First Development Agreement with the Port of Seattle, there is sufficient funding to secure the Right-of-Way necessary to construct two segments of the project – Segment 2 of South 216th Street, and 24th Avenue South. The costs for project management, design, and Right-of-Way activities in 2011 are within budget and consistent with the capital budgets for South 216th Street Segment 2; and the 24th Avenue South Improvements. The contract for Right-of-Way support services is \$421,614, the budget for land acquisition is \$493,160 and the budget contingency for these two projects is \$125,000. Expenditures for work on these two segments are not expected to exceed a combined total of \$1,039,774 and the work is within the adopted 2011- 2006 Transportation CIP as combined for the project. As negotiations are finalized, the Council will be asked to approve each of the property settlements.

In summary, the focus of Right-of-Way efforts and negotiations in 2011 will be on 24th Avenue South and Segment 2 of South 216th Street. Funding for Right-of-Way acquisition for Segment 1a is limited. Staff does not intend to begin acquisition efforts for properties needed on Segment 1a of South 216th Street, unless an opportunity presents itself and funding is available. An additional supplement will be necessary to cover the costs associated with negotiations for Segment 1a of South 216th Street.

Recommendation

Staff recommends that Council approve the proposed motions.

Concurrence:

The Finance and Legal Departments concur with the recommendation.

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Transportation Gateway Project
Right-of-Way Plan Approval:
S. 216th Street Segment 1A (24th Ave.
S. to 29th Ave. S.)

AGENDA OF: February 14, 2013

DEPT. OF ORIGIN: Planning, Building & Public
Works

DATE SUBMITTED: February 7, 2013

ATTACHMENTS:

1. Segment 1A Right-of-Way Plan
2. Segment 1A Channelization Plan
3. Adopted Right-of-Way Procedures
4. Status of Right-of-Way Acquisition
5. 2013-2018 CIP Budget Worksheet

CLEARANCES

- [X] Legal PB
 [X] Finance ph
 [] Marina N/A
 [] Parks, Recreation & Senior Services N/A
 [X] Planning, Building & Public Works DSB
 [] Police N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation:

The purpose of this item is to accept and approve the right-of-way plans signed by the Public Works Director for the South 216th Street Segment 1A improvement project between 24th Avenue South and 29th Avenue South, one of three arterial corridor segments referred to collectively as the Transportation Gateway Project. The right-of-way plans are provided as Attachment 1. This action by the Council will prevent land use actions that are in conflict with the right-of-way plans, as well as prevent this right-of-way from being acquired by other government agencies for other uses.

Suggested Motion

"I move to accept and approve the right-of-way plans signed by the Public Works Director for the South 216th Street Segment 1A improvement project between 24th Avenue South and 29th Avenue South, (attached hereto), substantially in the form submitted and authorize the Public Works Director to make adjustments to the right-of-way plans as necessary to support engineering modifications that may be necessary, in accordance with adopted Right-of-Way Procedures."

Background:

Design of Segment 1A of South 216th Street (24th Ave. S. to 29th Ave. S.) is substantially complete. The ultimate configuration of curbs and channelization are shown in Attachment 2. Segment 1B from Pacific Highway to I-5 was evaluated during the preliminary design stage, however the decision was made to defer final design of this segment due to the uncertainty around replacement of the South 216th Street I-5/SR509 overpass and future development of the area.

The design process for the Transportation Gateway Project, including public involvement, environmental reviews and surveying, enables the City to advance into the right of way approval process consistent with right of way procedures adopted by the Council on June 10, 2010 and subsequently approved by the WSDOT (Attachment 3).

On August 30, 2012, the City Council approved Contract Supplement #7 with KPG Inc. to finalize the right of way plan and to develop a project funding estimate for the right-of-way on this project segment. The final right-of-way plan has been prepared, and signed by the Public Works Director.

In 2012, the owner of the gas station on the NW corner of Pacific Highway and South 216th Street expressed interest in moving forward with negotiations with the City for the necessary right-of-way on his property. On August 30, 2012, the City Council approved Contract Supplement #8 with KPG Inc. authorizing limited right-of-way negotiations within this corridor segment, specifically for project parcel #48. Staff is preparing to move forward with the needed environmental review and appraisal process for this property.

The status of right-of-way negotiations for the property fronting Segment 1A of the South 216th Street project is illustrated in Attachment 4. Note that the properties contiguous to the 24th Avenue South and S. 216th Street Segment 2 project were previously acquired. The pending right-of-way negotiations for Project Parcel #48 is also illustrated. Negotiations on all of the other properties are currently inactive. Staff will seek Council authorization to proceed with the acquisition as funding and opportunities become available, perhaps as soon as this summer.

Discussion:

Finalization of the right-of-way plan provides certainty in terms of the City's intent, should development be proposed in the corridor. It enables the City to protect the right of way from becoming encumbered so that the roadway can be expanded to meet future capacity and design requirements as necessary to meet the needs of the City of Des Moines Comprehensive Transportation Plan. It also demonstrates the City's intent to protect this right-of-way for City uses as other public projects (ie Sound Transit) begin to advance.

Financial impact:

There are no specific financial impacts associated with the acceptance of the right-of-way plan.

The South 216th Street, Segment 1A project is included in the Transportation Capital Fund CIP (2013 to 2018. Refer to Attachment 5. Staff will seek Council authorization to proceed with further acquisition of the right-of-way as funding and opportunities become available.

While an estimate for the right-of-way acquisition cost is included in the adopted budget, in accordance with our adopted right-of-way acquisition procedures, a Project Funding Estimate (PFE) is being prepared that will allow the City to more accurately estimate the acquisition costs for each parcel. The results of the PFE will also tell us which properties will require appraisals.

Recommendation:

Staff recommends that the City Council approve the suggested motion.

Concurrence

The Legal and Planning, Building and Public Works Departments concur.

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Transportation Gateway Project
S. 216th Street Segment 1-A: Consultant
Agreement Supplement for Revising
Project Limits; and Proceeding with Right
of Way Acquisition

FOR AGENDA OF: March 13, 2014

DEPT. OF ORIGIN:

DATE SUBMITTED: March 5, 2014

ATTACHMENTS:

1. KPG Agreement; Supplement # 11
2. Council Agenda, Transportation Gateway,
Design Report Discussion; 10/22/09;
3. Council Agenda: S. 216th Street, Segment
1-A, ROW Plan, 2/14/13
4. S. 216th St Segment 1-A and Segment 1-B
Proposed Project Limits
5. 2014-2019 CIP Budget: S. 216th Street
Segment 1-A

CLEARANCES:

- ☒ Legal 
- ☒ Finance 
- ☐ Marina _____
- ☐ Parks, Recreation & Senior Services _____
- ☒ Planning, Building & Public Works DJB
- ☐ Police _____
- ☐ Courts _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this report is to seek City Council approval of a Consultant Agreement Supplement with KPG, Inc. for the Transportation Gateway Project. (Attachment 1) The Supplement would modify the project limits for S. 216th Street Segment 1-A and Segment 1-B to Pacific Highway S. (rather than 29th Avenue S.). This will allow the City to move segment 1-A to the construction phase sooner, as decisions regarding Segment 1-B are dependent on the construction of SR 509. The Supplement also provides for completing right-of-way acquisition along the north side of S. 216th Street, followed by acquisition on the south side of S. 216th Street as funds become available. The Consultant will not be given notice to proceed on the preparation of final bid documents until the majority of construction financing is secured.

Suggested Motion

"I move to approve Supplement #11 with KPG Consulting Engineers, Inc. for engineering and right of way services necessary for South 216th Street Improvements, Segment 1-A (24th Avenue South to Pacific Highway South) in the amount of \$279,532.71, bringing the total Agreement amount to \$3,837,474.57, and further authorize the City Manager to sign the contract supplement substantially in the form as submitted."

Background

On March 26, 2009, the City Council approved a Consultant Agreement with KPG Consulting Engineers, Inc. for the preliminary design phase of the improvements on 24th Avenue South between South 208th Street and South 216th Street, as well as South 216th Street from I-5 to 19th Avenue South. This project is commonly referred to as the Transportation Gateway Project. The initial Agreement was for \$669,780.85.

On November 12, 2009, the City Council approved Supplement #1 to the Agreement, which authorized the consultant to finalize project plans, specifications and estimates for the project, narrowing the scope of the South 216th Street segment as well as pursuing an "offset" alignment. Supplement 1 added \$1,428,682.69 to the Agreement, bringing the total Agreement at that time to \$2,098,463.54. Some right-of-way acquisition services were provided for in Supplement #1, but the Consultant's scope of work was limited to parcels on 24th Ave. S. between S. 208th Street and S. 216th Street, and those parcels needed for the construction of S. 216th Street Segment 2 (18th Ave. S. to 24th Ave. S.). Refer to Attachment #2.

Supplement #2 to the Agreement, which was approved by the Council on February 11, 2010, authorized the Consultant to assist the City in designing and acquiring a portion of the SR 509 right-of-way for drainage and roadway purposes. This effort has been completed, and the WSDOT right-of-way transfer has been recorded with King County. Supplement 2 added \$53,652.25 to the Agreement, bringing the total Agreement at that time to \$2,152,115.79.

Supplement #3 was a no cost extension of the contract through December 2011, approved by Administration on December 13, 2010.

On June 2, 2011, the City Council approved Supplement #4 to the Agreement, which provided resources for the consultant to assist the City in providing some additional survey, engineering, and right of way services to complete an extension of 24th Avenue South approximately 300' to tie in with developer improvements on parcel 092204-09092, Congregation of Des Moines, creating a sidewalk connection to planned sidewalk improvements on South 216th Street. Supplement #4 added \$38,862.14 to the Agreement, bringing the total Agreement at that time to \$2,190,977.93.

Supplement #5 was a no cost extension of the contract through December 2012, approved by Administration on December 1, 2011.

On February 23, 2012, the City Council approved Supplement #6 to the Agreement. The purpose of this supplement was to redesign portions of the project to be consistent with grant funding requirements of the Transportation Improvement Board (TIB), and to address utility modifications related to PSE gas lines. Supplement #6 added \$49,834.01 to the Agreement, bringing the total Agreement at that time to \$2,240,820.94.

On August 30, 2012, the City Council approved Supplements #7 and #8. Supplement No. 7 provided for the preparation of the final right-of-way plans and the Preliminary Funding Estimate (PFE) for Segment 1a (24th Avenue South to 29th Avenue South) that is required as part of our right-of-way acquisition procedures. Supplement No. 8 provided for the preparation of the legal description, sub-surface environmental analysis (Level 1), appraisals, and other work necessary to complete the acquisition of Project Parcel 48, within the project limits of Segment 1a. Supplement #7 added

\$29,858.69, and Supplement #8 added \$39,125.77 to the Agreement, bringing the total Agreement at that time to \$2,309,905.40.

On November 29, 2012 the City Council approved KPG Supplement #9 in the amount of \$559,953.60 to provide construction management services for the S. 216th Street Segment #2 project bringing the total agreement to \$2,869,859. The \$5.2 million dollar construction project is substantially complete, on time and within budget.

On August 8, 2013 Supplement #10 in the amount of \$688,091.86 was approved by the City Council authorizing KPG to provide construction management services for 24th Avenue South improvements. This supplement brought the total contract amount to \$3,577,950.85. The construction contract is underway and on schedule to be completed in 2014. The consultant has met several challenges with this project including coordination with utilities and the pending Port of Seattle development as well as working with the Contractor to remove a significant quantity of unforeseen, unsuitable soils associated with roadway excavation.

Design of the proposed improvements for S. 216th Street Segment 1-A is currently 85% complete and the City Council adopted the right of way plan for this project on February 14, 2013 (refer to Attachment 3). Right of way activities are underway including negotiations with the owner of parcel 48 located at the NW corner of SR99 and S. 216th Street.

Discussion

The Des Moines Public Safety and Transportation (PS&T) Committee, on February 6, 2014 endorsed the concept of adjusting the project limits to allow the City to most expeditiously advance the S. 216th Street, Segment 1-A project by reducing right of way and construction costs and minimizing potential risks associated with right of way acquisition of a motel and former gas station east of SR99. The concept entails eliminating the Segment 1-A lane transitions east of SR99 to 29th Avenue South and deferring those improvements to the full build out of S. 216th Street Segment 1-B (refer to Attachment #4). Currently South 216th Street Segment 1-B is addressed in the project Design Report, 2009, and identified for design and construction in the future as more information is available with regard to the SR-509 future project and SeaTac's future plans for their portion of South 216th Street.

The scope of work and budget required to modify the plans and make South 216th Street Segment 1-A competitive for grant funding and construction are contained in KPG Supplement #11 (Attachment 1). Modifying the design requires some coordination with WSDOT regarding changes to the SR-99 intersection. Utility and right of way coordination was deferred when the City decided to focus its efforts on completing 24th Avenue South and South 216th Street, Segment #2. The City will need to request that utilities update and finish the plans to full construction detail and eliminate conflicts with planned improvements. Coordination will also be necessary with landowners during ROW negotiations. The plans will be modified to adjust lane striping and channelization including converting the right lane from a thru and right turn lane to a right turn only lane. The EB to WB U-turn lane will be retained.

The PS&T Committee agreed with a strategy to finish acquiring properties on the north side of South 216th Street. Negotiations to acquire property on the South side of South 216th Street will be authorized as funding becomes available (Task 6, Attachment 1). Finalization of plans and preparation of bid documents (100%) will be authorized as construction funding is secured (Task 7, Attachment 1). Staff, with consultant support, plans to aggressively prepare the project for construction and seek funding from a variety of Federal, State and Local funding sources including the Federal Highway Administration,

Washington State Freight Strategic Investment Board, Public Works Trust Fund and private development agreements.

The City completed extensive technical studies on this project supporting a SEPA DNS and a NEPA Documented Categorical Exclusion on the project. Given that this is a reduction in scope for Segment 1A, it is not anticipated that additional environmental work will be required to modify the plans.

Alternatives

The principal alternative would be to retain South 216th Street Segment 1-A lane transitions to 29th Avenue S. There is a minor amount of vehicle capacity that would be impacted by deferring this transition; however, most of the constraint lies in the capacity limits posed by the I-5 bridge overpass. Staff plans to explore these capacity constraints and the timing and/or need for these improvements, as part of the Transportation Plan update, 2015.

Financial Impact

The overall costs of the South 216th Street Segment 1-A improvements are estimated at \$8.2 million based as noted in the 2014-2019 CIP (refer to Attachment 5). It is anticipated that the reduction in scope should contain or reduce these costs by \$600 to \$1 million. As previously mentioned, the reduction in scope will also reduce the risk of incurring even higher costs that might be associated with the risk of business relocation (motel) and/or removal of environmentally contaminated soils (former gas station).

There is adequate budget in the CIP to fund the KPG Supplemental Agreement #11. Negotiations for ROW are still underway using the budget carry forward planned for these activities. It is also anticipated that unspent project contingency from the South 216th Street, Segment 2 project will be available to further supplement the ROW activities including possible grant matching funds. Right of way procurement will be managed at a task level and it is estimated that there are adequate funds to clear title to right of way on the north side of South 216th Street. Acquisition of the remaining right of way south of South 216th Street will progress as funding becomes available.

Recommendation or Conclusion

Staff also recommends approval of Supplement #11 with KPG for Engineering and ROW Services.

Concurrence

The Legal, Finance, Planning, Building and Public Works Departments concur.

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CITY OF DES MOINES TRANSPORTATION GATEWAY PROJECT SOUTH 216TH STREET - SEGMENT 1A RIGHT OF WAY PLANS



CITY MANAGER

Tony Plasecki

MAYOR

Dave Kaplan

**PLANNING, BUILDING, AND
PUBLIC WORKS DIRECTOR**

Daniel Brewer

CITY COUNCIL

Jeanette Burrage

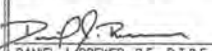
Melissa Musser

Matt Pina

Jeremy Nutting

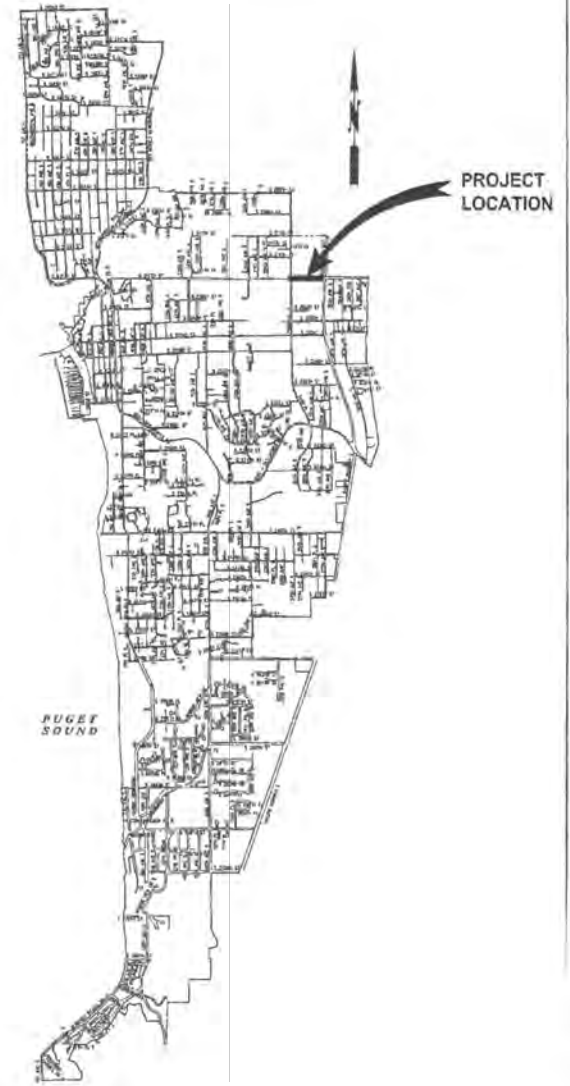
Vic Pennington

Bob Sheckler

APPROVED RIGHT OF WAY PLAN:
 10-30-2014
DANIEL J. BREWER, P.E., P.T.O.E. DATE
PUBLIC WORKS DIRECTOR

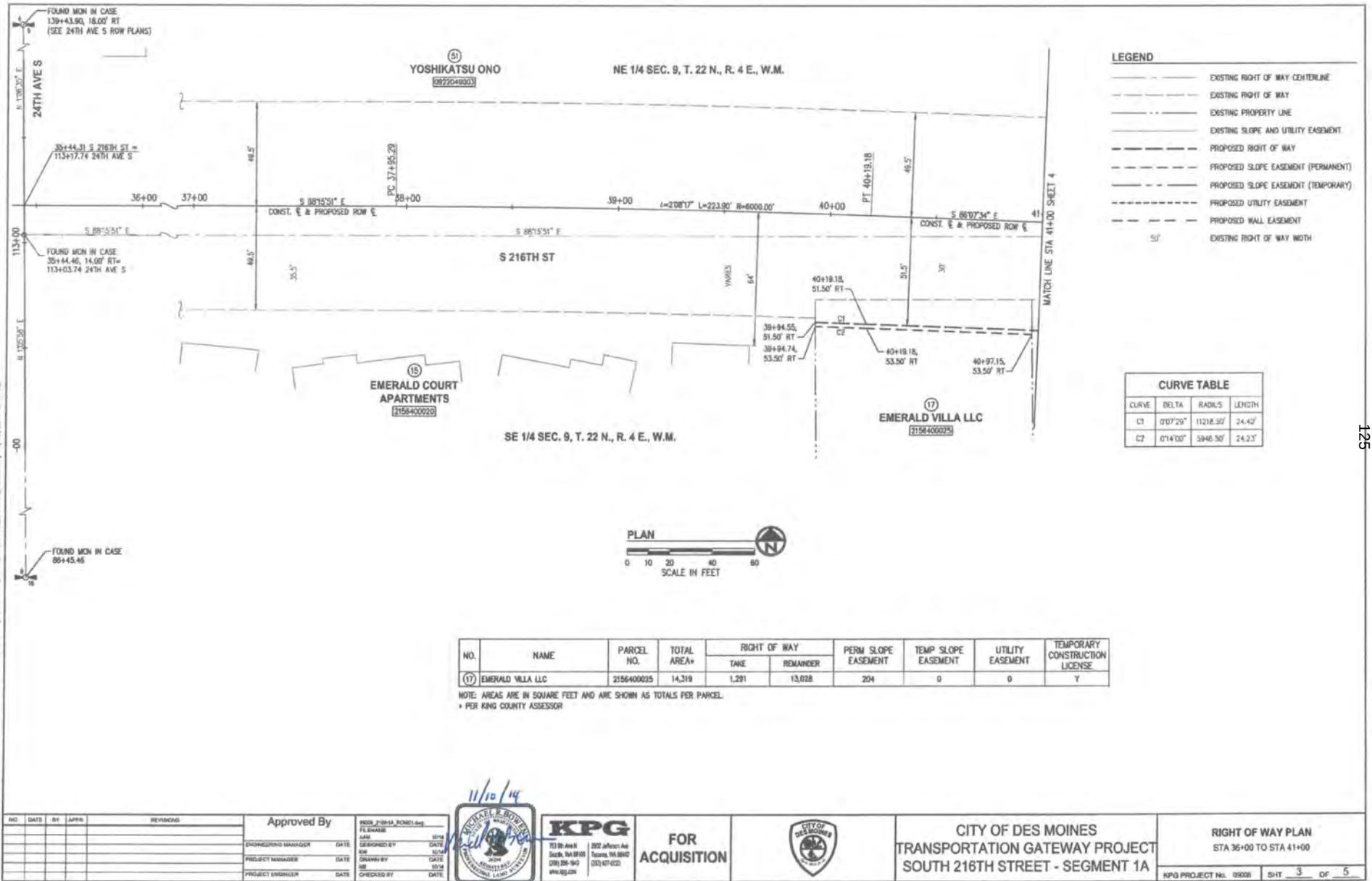
APPROVED RIGHT OF WAY PLAN:
PER DIRECTION OF THE DES MOINES CITY COUNCIL
IN OPEN PUBLIC MEETINGS ON
FEBRUARY 14TH, 2013 AND MARCH 13, 2014

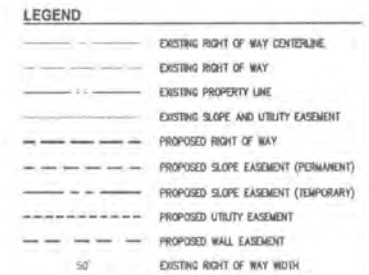
FOR
ACQUISITION





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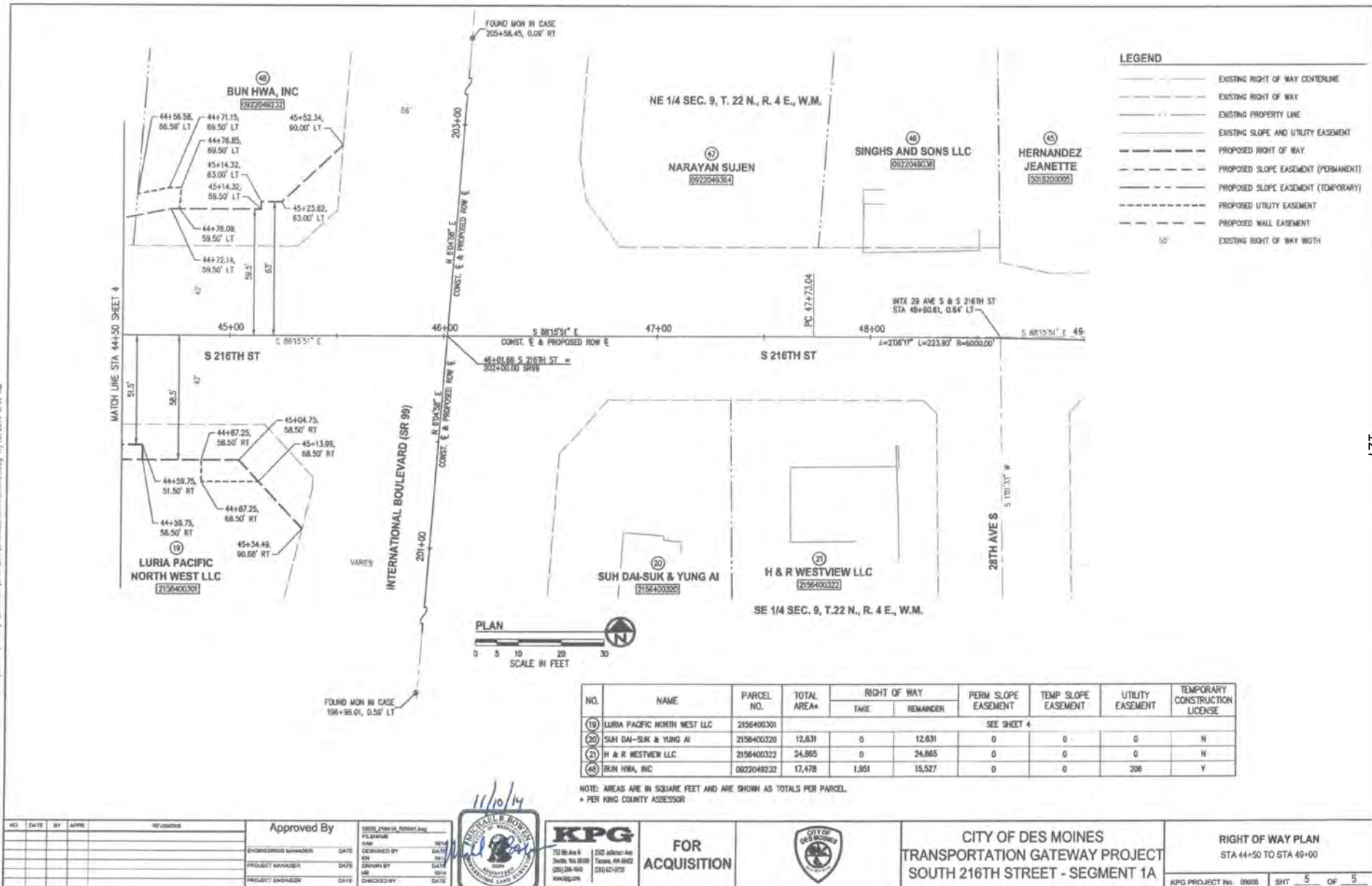


NO.	NAME	PARCEL NO.	TOTAL AREA*	RIGHT OF WAY		PERM. SLOPE EASEMENT	TEMP. SLOPE EASEMENT	WALL EASEMENT	UTILITY EASEMENT	TEMPORARY CONSTRUCTION LICENSE
				TAKE	REMANDER					
18	MAJESTIC BAY (CONDO)	8582700000	91,164	1,798	86,378	0	0	0	457	Y
19	LURIA PACIFIC NORTH WEST LLC	2156400301	80,593	3,869	76,724	420	0	0	221	Y
49	SAFENAY INC. A DELAWARE CORP	0922204808	268,243	1,220	267,023	0	0	88	502	Y
50	BELMOND ROGER M & SUSAN P	0922204950	16,600	987	17,613	0	0	499	150	Y

NOTE: AREAS ARE IN SQUARE FEET AND ARE SHOWN AS TOTALS PER PARCEL.
* PER KING COUNTY ASSESSOR

NO.	DATE	BY	APPROV	REVISIONS	Approved By USER: J200104 AC0001.Rdg FILENAME ASB 10-0 ENGINEERING MANAGER DATE: CHECKED BY: LPT/LS 01/04/10 10-0 PROJECT MANAGER DATE: GRAPHS BY: DATE: 10-0 01/04/10 10-0 PROJECT ENGINEER DATE: CHECKED BY: DATE:	  FOR ACQUISITION	 CITY OF DES MOINES TRANSPORTATION GATEWAY PROJECT SOUTH 216TH STREET - SEGMENT 1A	RIGHT OF WAY PLAN STA 41+00 TO STA 44+50 KPG PROJECT No. 08002 SHT 4 OF 5
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PROJECTS\DES MOINES GATEWAY\GIS\Drawings\216th_1A\0806_216th_1A_0806.dwg 11/10/2014 9:47 AM



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City of Des Moines¹²⁹

PLANNING, BUILDING AND PUBLIC WORKS
www.desmoineswa.gov
 21650 11TH AVENUE SOUTH
 DES MOINES, WASHINGTON 98198-6317
 (206) 870-6522 FAX (206) 870-6596



January 7, 2015

Via U.S. Certified Mail, return receipt requested

Mr. Dean Weidener
 Majestic Bay Apartments LLC
 9757 NE Juanita Drive #300
 Kirkland WA 98034

RE: City of Des Moines Transportation Gateway Project
 S. 216th Street Segment 1-A (24th Ave. S to SR99) Improvements
 Notice of City Council Meeting Authorizing Acquisition of Property for Public Purposes
 Through the Exercise of Eminent Domain (Condemnation), if Necessary

Project Parcel: #17 Tax Parcel No: 2156400025 Located at: 2423 S 216th Street, Des Moines
 WA 98198

Dear Property Owner;

On January 22, 2015, the City Council is expected to vote to approve an ordinance authorizing the City of Des Moines to acquire all property rights needed for the above project. This project will improve and widen S. 216th Street to accommodate two additional lanes of travel in each direction as well as other improvements associated with the project as identified in the project plans. The City Council action on this ordinance will authorize the City of Des Moines to acquire all property rights needed for the project through negotiations with property owner and the use of eminent domain (condemnation).

You have been identified as a property owner from whom all or a portion of your property will be needed for this Project.

In compliance with RCW 8.25.290 the City is required to provide you with formal written notice before the City takes "final action" authorizing condemnation of property. The ordinance authorizing acquisition through negotiation or condemnation will be on the City Council Agenda for approval at 7 pm or as soon thereafter as possible on January, 22, 2015. Authorization to use Condemnation for property needed for the project will be considered as the Council final action on the Ordinance at this public meeting.

If you wish to attend this City Council meeting, the City Council Chambers are located at 21630 11th Ave. S. Des Moines, WA 98198. If you would like, you will have the opportunity to express your views on the Ordinance during the public comment section of the City Council meeting.

Once the Ordinance is enacted, the City may acquire property for the S. 216th Street, Segment 1-A Improvements from you through negotiation, and/or thereafter, the city may use its powers of eminent domain to condemn your property.

Ms. Sonja Davis, RES Group NW, is the City's ROW agent overseeing the acquisition process and will be in direct contact with you. If you have any questions about the upcoming City Council meeting or the acquisition process, please contact me at 206.870.6543 or Sonja, at 425.577.2184 or Sonja@resgnw.com. General information regarding the project can be found on the City's web site at the following address: <http://wa-desmoines.civicplus.com/ArchiveCenter/ViewFile/Item/757>

Thank you,



Brandon Carver, P.E., P.T.O.E.
Engineering Services Manager

cc: Pat Bosmans, City Attorney
Sonja Davis, RES Group NW
Len Madsen, Special Transportation Project Manager



City of Des Moines¹³¹

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21650 11TH AVENUE SOUTH
DES MOINES, WASHINGTON 98198-6317
(206) 870-6522 FAX (206) 870-6596



January 7, 2015

Via U.S. Certified Mail, return receipt requested

Mr. Dean Weidener
Majestic Bay Apartments LLC
9757 NE Juanita Drive #300
Kirkland WA 98034

RE: City of Des Moines Transportation Gateway Project
S. 216th Street Segment 1-A (24th Ave. S to SR99) Improvements
Notice of City Council Meeting Authorizing Acquisition of Property for Public Purposes
Through the Exercise of Eminent Domain (Condemnation), if Necessary

Project Parcel: #18 Tax Parcel No: 8582700000 Located at: 2459 S 216th Street, Des Moines
WA 98198

Dear Property Owner;

On January 22, 2015, the City Council is expected to vote to approve an ordinance authorizing the City of Des Moines to acquire all property rights needed for the above project. This project will improve and widen S. 216th Street to accommodate two additional lanes of travel in each direction as well as other improvements associated with the project as identified in the project plans. The City Council action on this ordinance will authorize the City of Des Moines to acquire all property rights needed for the project through negotiations with property owner and the use of eminent domain (condemnation).

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Thank you,



Brandon Carver, P.E., P.T.O.E.
Engineering Services Manager

cc: Pat Bosmans, City Attorney
Sonja Davis, RES Group NW
Len Madsen, Special Transportation Project Manager



City of Des Moines¹³³

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www.desmoineswa.gov
21650 11TH AVENUE SOUTH
DES MOINES, WASHINGTON 98198-6317
(206) 870-6522 FAX (206) 870-6596



January 7, 2015

Via U.S. Certified Mail, return receipt requested

Mr. Mark & Josh Luria
Luria Pacific Northwest LLC169999
1188 Bishop Street #1203
Honolulu HI 96813

RE: City of Des Moines Transportation Gateway Project
S. 216th Street Segment 1-A (24th Ave. S to SR99) Improvements
Notice of City Council Meeting Authorizing Acquisition of Property for Public Purposes
Through the Exercise of Eminent Domain (Condemnation), if Necessary

Project Parcel: #19 Tax Parcel No: 2156400301 Located at: 21515 Pacific Hwy S, Des Moines
WA 98198

Dear Property Owner;

On January 22, 2015, the City Council is expected to vote to approve an ordinance authorizing the City of Des Moines to acquire all property rights needed for the above project. This project will improve and widen S. 216th Street to accommodate two additional lanes of travel in each direction as well as other improvements associated with the project as identified in the project plans. The City Council action on this ordinance will authorize the City of Des Moines to acquire all property rights needed for the project through negotiations with property owner and the use of eminent domain (condemnation).

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Thank you,

A handwritten signature in blue ink, appearing to read 'B. Carver', is written over a light blue horizontal line.

Brandon Carver, P.E., P.T.O.E.
Engineering Services Manager

cc: Pat Bosmans, City Attorney
Sonja Davis, RES Group NW
Len Madsen, Special Transportation Project Manager



City of Des Moines¹³⁵

PLANNING, BUILDING AND PUBLIC WORKS
www.desmoineswa.gov
21650 11TH AVENUE SOUTH
DES MOINES, WASHINGTON 98198-6317
(206) 870-6522 FAX (206) 870-6596



January 7, 2015

Via U.S. Certified Mail, return receipt requested

Safeway Inc Store 3540
C/O Comprehensive Prop Tax
1371 Oakland Boulevard Ste 200
Walnut Creek CA 94596

RE: City of Des Moines Transportation Gateway Project
S. 216th Street Segment 1-A (24th Ave. S to SR99) Improvements
Notice of City Council Meeting Authorizing Acquisition of Property for Public Purposes
Through the Exercise of Eminent Domain (Condemnation), if Necessary

Project Parcel: #49 Tax Parcel No: 0922049080 Located at: 21401 Pacific Hwy S, Des Moines
WA 98198

Dear Property Owner;

On January 22, 2015, the City Council is expected to vote to approve an ordinance authorizing the City of Des Moines to acquire all property rights needed for the above project. This project will improve and widen S. 216th Street to accommodate two additional lanes of travel in each direction as well as other improvements associated with the project as identified in the project plans. The City Council action on this ordinance will authorize the City of Des Moines to acquire all property rights needed for the project through negotiations with property owner and the use of eminent domain (condemnation).

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Thank you,

A handwritten signature in blue ink, appearing to read 'B. Carver', with a long horizontal flourish extending to the right.

Brandon Carver, P.E., P.T.O.E.
Engineering Services Manager

cc: Pat Bosmans, City Attorney
Sonja Davis, RES Group NW
Len Madsen, Special Transportation Project Manager



City of Des Moines¹³⁷

PLANNING, BUILDING AND PUBLIC WORKS
www.desmoineswa.gov
21650 11TH AVENUE SOUTH
DES MOINES, WASHINGTON 98198-6317
(206) 870-6522 FAX (206) 870-6596



January 7, 2015

Via U.S. Certified Mail, return receipt requested

Mr. Roger & Susan Belanich
Des Moines Center LLC
22020 17th Avenue NE #200
Bothell WA 98021

RE: City of Des Moines Transportation Gateway Project
S. 216th Street Segment 1-A (24th Ave. S to SR99) Improvements
Notice of City Council Meeting Authorizing Acquisition of Property for Public Purposes
Through the Exercise of Eminent Domain (Condemnation), if Necessary

Project Parcel: #50 Tax Parcel No: 0922049054 Located at: 21425 Pacific Hwy S, Des Moines
WA 98198

Dear Property Owner;

On January 22, 2015, the City Council is expected to vote to approve an ordinance authorizing the City of Des Moines to acquire all property rights needed for the above project. This project will improve and widen S. 216th Street to accommodate two additional lanes of travel in each direction as well as other improvements associated with the project as identified in the project plans. The City Council action on this ordinance will authorize the City of Des Moines to acquire all property rights needed for the project through negotiations with property owner and the use of eminent domain (condemnation).

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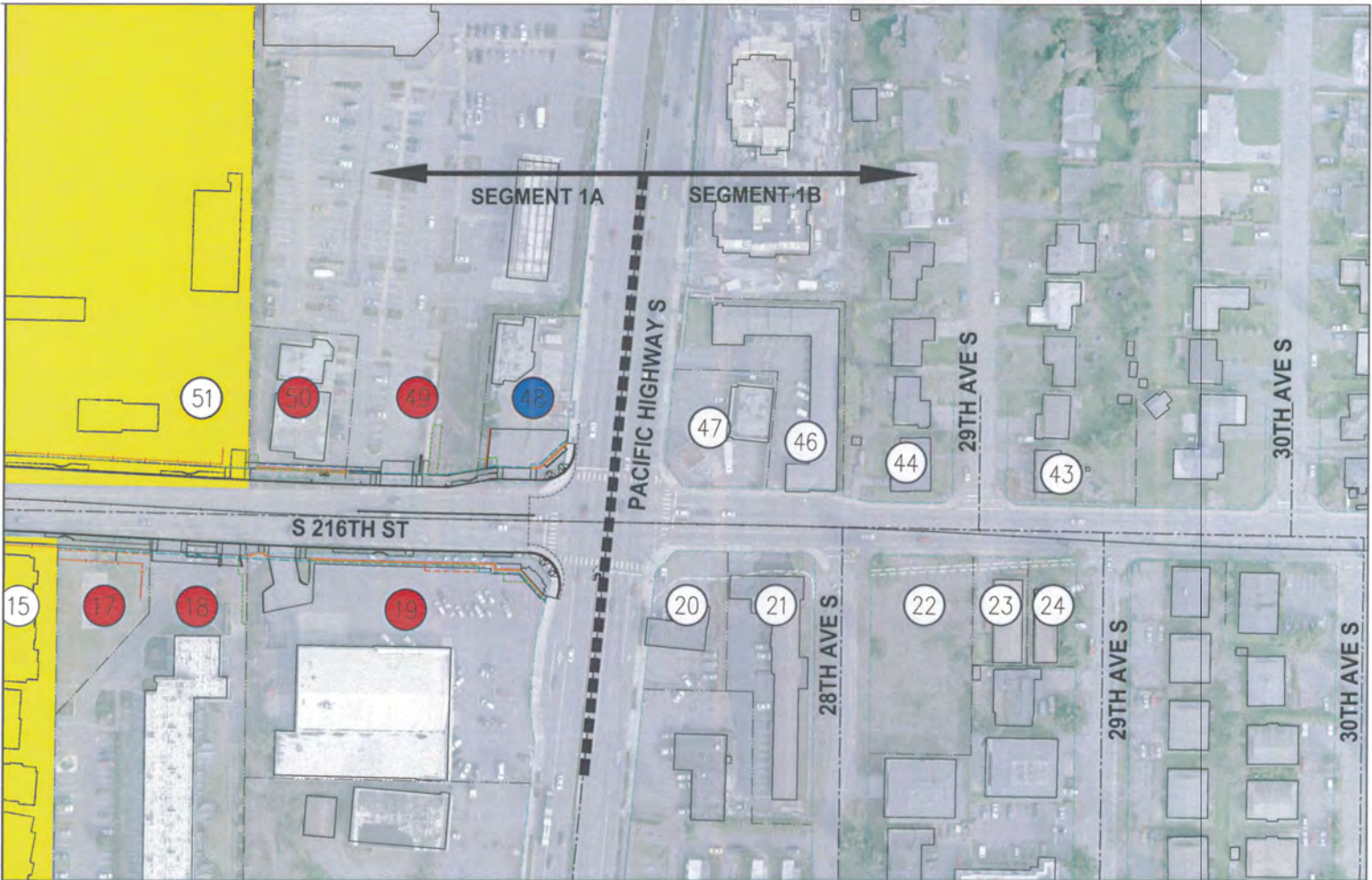
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Thank you,



Brandon Carver, P.E., P.T.O.E.
Engineering Services Manager

cc: Pat Bosmans, City Attorney
Sonja Davis, RES Group NW
Len Madsen, Special Transportation Project Manager



CITY OF DES MOINES
TRANSPORTATION GATEWAY PROJECT
SOUTH 216TH STREET - SEGMENT 1A

ROW EASEMENT & ACQUISITION
JANUARY 6, 2015

NOTES:

- ROW ACQUISITION COMPLETE
- ROW ACQUISITION REQUIRED
- ROW POSSESSION AND USE



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**Washington State
Department of Transportation**
Paula J. Hammond, P.E.
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300

360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

July 8, 2010

Mr. Grant L. Fredricks
Director-Planning, Building and Public Works
City of Des Moines
21650 11th Avenue South
Des Moines, Washington 98198-6317

JUL 12 2010

LM/GF
orig cy: DB (RM)
SR. LR

**City of Des Moines
Right of Way Procedures**

Dear Mr. Fredricks:

Recently, the WSDOT Headquarters, Real Estate Services Division, reviewed your agency's submittal of right of way procedures. Upon their review, the City of Des Moines right of way procedures are approved with the following requirements:

1. The city is approved to acquire with supervision from the region local agency coordinator. At a minimum the coordinator must review all parcel files prior to first offers being made to the property owner.
2. All appraisals, appraisal reviews, acquisitions and any relocation must be contracted for with qualified agencies or consultants and any relocation consultant must be monitored by the coordinator.

In addition the city is approved to use the FHWA approved waiver process of \$25,000.00 or less, including cost to cure items. If you have any questions regarding the provisions, please contact Tom Boyd, Northwest Region LA Coordinator, at (206) 440-4205, or Galen Wright, Real Estate Services, Olympia, at (360)705-7308.

Sincerely,

Ruth McIntyre
Standards and Procedures Engineer
Highways & Local Programs Division

RWM:ac
Enclosure

cc: Galen Wright, Real Estate Services, MS 47338
Ed Conyers, Northwest Region Local Programs, MS NB82-121 w/enclosure
Tom Boyd, Northwest Region, MS NB82-118 w/enclosure

City of Des Moines Right-of-Way Procedures

AGENCY: City of Des Moines, WA

The **City of Des Moines** ("AGENCY"), desiring to acquire Real Property in accordance with the state Uniform Relocation Assistance and Real Property Acquisition Act (Ch. 8.26 RCW) and state regulations (Ch. 468-100 WAC) and applicable federal regulations, hereby adopts the following procedures to implement the above statutes and Washington Administrative Code. The **Planning, Building, and Public Works Department** ("Department") of the AGENCY is responsible for the real property acquisition and relocation activities on projects administered by the AGENCY. To fulfill the above requirements the "Department" will acquire right of-way in accordance with the policies set forth in the Washington State Department of Transportation Right of Way Manual and Local Agency Guidelines manual (M 36-63). The AGENCY has the following expertise and personnel capabilities to accomplish these functions:

1. Include the following as they relate to the AGENCY's request.

- a. List the functions below for which the agency has qualified staff and the responsible position. Attach a list of the individuals on the AGENCY staff who currently fill those positions and a brief summary of their qualifications. This list will need to be updated whenever staffing changes occur. An AGENCY will be approved to acquire based upon staff qualifications.

(1) PROGRAM ADMINISTRATION

Agency Position: Planning, Building and Public Works Director

(2) APPRAISAL

Agency Position: Qualified Consultant

(3) APPRAISAL REVIEW

Agency Position: Qualified Consultant

(4) ACQUISITION

Agency Position: Qualified Consultant

(5) RELOCATION

Agency Position: Qualified Consultant

**SUBJECT TO REQUIREMENTS LISTED IN
RIGHT OF WAY PROCEDURES APPROVAL LETTER**

(6) PROPERTY MANAGEMENT

Agency Positions: Finance Director
Planning, Building and Public Works Director
City Attorney

- b. Any functions for which the Agency does not have staff will be contracted for with WSDOT, another local agency with approved procedures or an outside contractor. An AGENCY that proposes to use outside contractors for any of the above functions will need to work closely with the WSDOT Local Agency Coordinator and Highways and Local Programs to ensure all requirements are met. When the AGENCY proposes to have a staff person negotiate who is not experienced in negotiation for FHWA funded projects the Coordinator must be given a reasonable opportunity to review all offers and supporting data before they are presented to the property owners.
 - c. An AGENCY wishing to take advantage of an Appraisal Waiver process on properties valued up to \$25,000 or less should make their proposed waiver process a part of these procedures. The process outlined in LAG manual Appendix 25.146 has already been approved. The AGENCY may submit a process different than that shown and it will be reviewed and approved if it provides sufficient information to determine value.
 - d. Attach a copy of the Agency's administrative settlement policy showing the approving authority(s) and the process involved in making administrative settlements.
2. All projects shall be available for review by the FHWA and the state at any time and all project documents shall be retained and available for inspection during the plan development, right-of-way and construction stages and for a three year period following acceptance of the projects by WSDOT.
 3. Approval of the AGENCY's procedures by WSDOT may be rescinded at any time the Agency is found to no longer have qualified staff or is found to be in non-compliance with the regulations. The rescission may be applied to all or part of the functions approved.

CITY OF DES MOINES

Approved By:

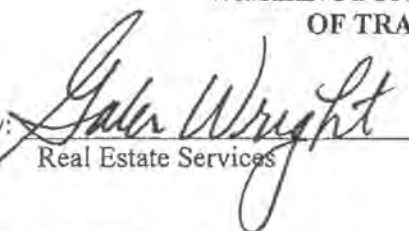

 Anthony A. Piasecki, City Manager

6/14/10
 Date

At the direction of the Des Moines
 City Council taken at an open public
 meeting on 6-10-10.

WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION

Approved By:


 Real Estate Services

6/30/10
 Date

WAIVER OF APPRAISAL

The City of Des Moines desiring to acquire Real Property according to 23 CFR, Part 635, Subpart C and State directives and desiring to take advantage of the \$25,000.00 appraisal waiver process approved by the Federal Highway Administration for Washington State, hereby agrees to follow the procedure approved for the Washington State Department of Transportation as follows:

Rules

- A. The City of Des Moines may elect to waive the requirement for an appraisal if the acquisition is simple and the compensation estimate indicated on the PFE (Project Funding Estimate) is \$25,000.00 or less including cost-to cure items.
- B. The Agency must make the property owner(s) aware that an appraisal has not been done on the property and that one will be completed if they desire.
- C. Special care should be taken in the preparation of the waiver. As no review is mandated, the preparer needs to assure that the compensation is fair and that all the calculations are correct.

Procedures

- A. An Administrative Offer Summary (AOS) is prepared using data from the PFE.
- B. The AOS is submitted to the City Engineer for approval.
- C. The Planning, Building, and Public Works Director signs the AOS authorizing a first offer to the property owner(s).

APPROVED:


 Anthony A. Piasecki, City Manager
 City of Des Moines

Date

6/14/10


 Real Estate Services
 Washington State Department
 of Transportation

Date

6/30/10

At the direction of the Des Moines
 City Council taken at an open public
 meeting on 6-10-10.

ADMINISTRATIVE SETTLEMENT PROCEDURES

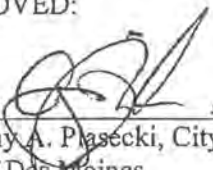
The City of Des Moines, Washington, shall to the greatest extent possible, expeditiously negotiate all fair market value offers for the acquisition of real property. However, the City recognizes the fact that differences of fair market value may occur with the property owner. These differences typically exceed the fair market value offered by the City. In such cases an Administrative Settlement may be necessary where, the City will continue to negotiate considering all information supporting just compensation in excess of fair market offers.

The City's negotiator will continue to work with the City staff and property owners towards a mutual and reasonable agreement of just compensation. All reasonable counter offers by the property owner are submitted to the City Engineer for review. If in agreement, the City Engineer will coordinate, with the assigned negotiator and other City staff, a letter of support towards an Administrative Settlement. Considerations in the letter may include, but not limited to, all available pertinent appraisals, range of testimony in a condemnation trial, construction schedules, prior court awards, trial costs (legal counsel) and the public interest.

The City Engineer will then forward and review the letter of support with the Planning, Building, and Public Works Director. At that time, the Planning, Building, and Public Works Director may accept, deny or request further review from the City Attorney's Office or other City staff.

Once the Administrative Settlement is accepted by the Planning, Building, and Public Works Director, the matter is then forwarded and presented in a form of a motion to the City Council for approval.

APPROVED:



Anthony A. Plasecki, City Manager
City of Des Moines



Real Estate Services
Washington State Department of
Transportation

Date

6/14/10

Date

6/30/10

At the direction of the Des Moines
City Council taken at an open public
meeting on 6-10-10.

AGENCY STAFF POSITIONS & QUALIFICATIONS

City of Des Moines staff will be responsible for the Program Administration and Property Management functions. The following positions and individuals are identified below. Position descriptions and qualifications are available.

Planning, Building and Public Works Director: Grant Fredricks, PE

Assistant Director – Transportation Engineering: Daniel J. Brewer, PE

Assistant Director – Surface Water Management and Utilities: Loren Reinhold, PE

Finance Director: Paula Henderson

City Attorney: Pat Bosmans



2015 - 2020 CAPITAL IMPROVEMENT PLAN Transportation CIP Fund

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Transportation	PROJECT NO.	319.332
PROGRAM	Des Moines Transportation Gateway	Project Type:	Capacity
PROJECT	South 216th Street Improvement - Segment 1-A (SR99 to 24th)	Council Goals met:	1, 2, 3
		Council Objectives met:	
		Project Status	Adopted

LOCATION	S. 216th St - SR99 to 24th Avenue South
DESCRIPTION:	Widen roadway to 5 lanes with two additional travel lanes in each direction, a continuous left turn lane, a U-turn pocket (EN to WB) at SR99, bicycle lanes, planter strips and sidewalks.

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL*	Prior Years	FY 12 Act	FY 13 Act	FY 14 Amend	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
ADMIN (CITY STAFF)	\$ 230,537	\$ 44,703	\$ 3,148	\$ 2,686	\$ 37,314	\$ 30,000	\$ 40,000	\$ 55,000	\$ 55,000			
CIP PROJ MANAGEMENT	80,664	-		664	(664)		50,000	15,000	15,000			
DESIGN / ENGINEERING	848,472	625,848	8,150	19,474	79,643	75,000	120,000					
LAND	1,100,000				282,500	100,000	1,000,000					
ROW SERVICES	145,716		19,822	40,894	78,236	30,000	55,000					
IMPROVEMENTS	3,923,553				-			3,500,000	423,553			
INSPECTION	511,271				-			350,000	161,271			
CONTINGENCY	475,000				50,000			275,000	200,000			
Utility Undergrounding	104,400								104,400			
Highline Water District	39,500								39,500			
OTHER	-											
TOTAL	\$ 7,459,113	\$ 670,551	\$ 31,120	\$ 63,718	\$ 527,029	\$ 235,000	\$ 1,265,000	\$ 4,195,000	\$ 998,724			

FUNDING SOURCES	TOTAL*		FY 12 Act	FY 13 Act	FY 14 Amend	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
PWTF Loan (confirmed)	\$ 325,000	\$ 325,000	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -			
Federal STP (confirmed) - ROW	1,000,000	-					1,000,000					
FMSIB (confirmed)	892,000	-						892,000				
TRAFFIC IMPACT FEES	705,000	-			50,000	50,000		275,000	380,000			
IN-LIEU FEES (unconfirmed)	-	-										
TIB (Unconfirmed)	2,800,000	-						2,400,000	400,000			
Highline Water District	39,500	-							39,500			
Utilities (Comcast/CenturyLink)	104,400								104,400			
2008 Bond Proceeds	-	-										
Transportation CIP Fund	1,593,213	345,551	31,120	63,718	477,029	185,000	265,000	628,000	74,824			
TOTAL	\$ 7,459,113	\$ 670,551	\$ 31,120	\$ 63,718	\$ 527,029	\$ 235,000	\$ 1,265,000	\$ 4,195,000	\$ 998,724			

*Excludes FY 14 Amd



2015 - 2020 CAPITAL IMPROVEMENT PLAN Transportation CIP Fund

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Transportation	PROJECT NO.	319.332
PROGRAM	Des Moines Transportation Gateway	Project Type:	Capacity
PROJECT	South 216th Street Improvement - Segment 1-A (SR99 to 24th)	Council Goals met:	1, 2, 3
		Council Objectives met:	
		Project Status	Adopted
LOCATION	S. 216th St - SR99 to 24th Avenue South		

JUSTIFICATION:

The need for capacity increases, pedestrian, bicycle and transit facilities along South 216th Street is identified in the City's Comprehensive Transportation Plan and the Six Year Transportation Improvement Plan. South 216th Street has numerous retail and multi-family developments that generate pedestrian and bicycle traffic along the shoulder of the road. Pedestrians use this route to access bus stops, city buildings, and the Pacific Highway Corridor. Given the eventual development of the Des Moines Creek Business Park and other potential developments, additional capacity improvements will be needed to maintain concurrency and support development activity. With pending development in the immediate area, planning and design for the South 216th Street corridor cannot be delayed. Design was funded by a PWTF loan. The City will need to secure "outside" funding sources for right of way and construction.

A 30% design report (Transportation Gateway Project) was completed in December 2009. The report includes design recommendations for Segment 1, I-5 to 24th Avenue S., described in the 2009 capital budget. Given the lack of foreseeable funding to replace and expand the I-5 overcrossing to 4 lanes, staging is recommended to transition the S. 216th St roadway, bicycle lanes and sidewalk back to the current 3 lane configuration east of SR99. Segment 1-B, I-5 to Pacific Highway S., will remain a capital improvement in the long range plan awaiting SR509 funding to replace and widen the I-5 bridge overpass.

SCOPE OF WORK:

An 85% design level estimate of probable right-of-way and construction costs are included herein for Segment 1A. The project includes the following improvements: installation of curbs, gutters and sidewalks on both sides of the street, bicycle lanes, transit stop improvements, planters, widening the road with asphalt pavement to four lanes with a center left turn lane and an EB to WB U-turn pocket at Pacific Highway S., improvements to the existing closed drainage system, pedestrian and street lighting, and undergrounding of overhead communication and electrical distribution wires. The scope includes engineering, environmental analysis, permit documents, and preparation of final plans, specifications and cost estimates by a consultant scheduled to be completed by March, 2011. A right of way plan will be adopted, however, right of way acquisition procedures and construction will not be initiated until outside sources of funding can be secured.

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Update on the Marina's financial
Sustainability Plan

FOR AGENDA OF: January 22, 2015

DEPT. OF ORIGIN: Marina

ATTACHMENTS:

DATE SUBMITTED: January 15, 2015

(None)

CLEARANCES:

☐ Legal _____

☐ Finance _____

☒ Marina _____

☐ Parks, Recreation & Senior Services N/A

☐ Planning, Building & Public Works N/A

☐ Police N/A

☐ Courts N/A

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *mm / ACM*

Purpose and Recommendation

The purpose of this agenda item is to up-date the Council on the staff's efforts to develop the plan to ensure the long-term financial sustainability of the Marina.

Suggested Motion: (None Required – Information only)

Background

At the Council's goal setting retreat last November staff was directed to develop a plan to ensure the long-term financial sustainability of the Marina. The Council's directive was a response to three years of operating losses in the Marina enterprise fund and the resulting steep decline in the Marina's reserves.

The recreational boating industry in the Puget Sound was very stable for the first twenty-five years of the Marina's existence, but beginning in the 1990's, several factors started to destabilize the industry, especially the market for boat moorage. The decline in salmon fishing, the decline in young people participating in recreational boating and the largest recession in decades all factored into a significant decrease in recreational boating nationwide and here in the Puget Sound region. At the same time,

chronic revenue shortfalls in the City's general fund which were partially compensated for by transferring funds from Marina operations to the general fund effectively made it impossible for the City to carry out the Marina's capital improvement program as outlined in the Des Moines Marina Comprehensive Master Plan adopted in 2002 and updated in 2007.

Discussion

The staff is still developing the entire scope of the report, but at this time it includes:

- An update of the Marina's revenue, expense and debt service model that was first developed in 2002 when the first of the outstanding bonds were issued. The model was up-dated again in 2008, when the second bond issue went out, but several of the assumptions made about revenue growth, specifically moorage revenue were too optimistic in light of the impacts of the recession.
- A traditional Strength, Weaknesses, Opportunities and Threats, (SWOT) analysis that will be the basis for determining the competitive advantages the Marina has in the market for moorage on the Sound. A diverse group of Marina tenants, yacht club members and non-boating citizens will participate in the exercise.
- Using the competitive advantages that are developed in the SWOT analysis, the staff will develop a strategic business plan that will ensure that the advantages the Marina has are utilized to their fullest extent. As the plan is developed, the staff will be aware of and try to address the main challenges that face the entire industry, i.e., aging of the active boating community, competition from other activities, affordability, etc.
- In light of the Marina's competitive advantages, the report will analyze the options for going forward and discuss revenues, costs and the opportunity costs associated with each option.
- The staff will analyze the current capital improvement plan to see what changes have to be made in the schedule of needed projects in order to ensure that the improvements that will support and enhance the Marina's competitive advantages will be done first. The CIP analysis will include a discussion of the current level of debt and the ability of the Marina fund to carry more debt, if needed.
- The plan will account for the City's plan to merge the Marina with the Parks and Recreation Department and how that will impact job descriptions and responsibilities.

Financial Impact

All of the options that are discussed and/or recommended in the report will have significant financial impacts and the report will include a discussion of those impacts.

Conclusion

N/A

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Nuisance Property Abatement Fund ATTACHMENTS: 1. Draft Ordinance No. 14-243	FOR AGENDA OF: <u>January 22, 2015</u> DEPT. OF ORIGIN: <u>Legal</u> DATE SUBMITTED: <u>January 14, 2014</u> CLEARANCES: <i>PB</i> ☒ Legal <u> </u> ☐ Economic Development <u>N/A</u> ☒ Finance <u><i>DM</i></u> ☐ Marina <u>N/A</u> ☐ Parks, Recreation & Senior Services <u>N/A</u> ☐ Planning, Building & Public Works <u>N/A</u> ☐ Police <u>N/A</u> ☐ Courts <u>N/A</u> APPROVED BY CITY MANAGER FOR SUBMITTAL <u><i>WHL/ACM</i></u>
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Purpose and Recommendation

The purpose of this agenda item is to consider Draft Ordinance No. 14-243, establishing a Nuisance Property Abatement Fund for the purpose of tracking nuisance abatement monies.

Suggested Motion

MOTION 1: “I move to suspend Rule 26(a) in order to enact Draft Ordinance No. 14-243 on first reading.”

MOTION 2: “I move to enact Draft Ordinance No. 14-243 creating a Nuisance Property Abatement Fund in chapter 3.48 DMMC for the purpose of tracking nuisance abatement monies received and authorizing General Fund money to be transferred when available to remediate nuisance properties.”

Background

At the Council's Retreat on November 15, 2014, the City Council established as its Short Term and Long Term Strategic Objectives to "aggressively remediate nuisance properties" within the City of Des Moines. Establishing this Abatement Fund would allow for monies received from current abatement and nuisance enforcement as well as additional General Fund money when available to be set aside to more aggressively pursue problem properties.

Discussion

In order to establish a special purpose fund for tracking nuisance abatement monies received from fines, penalties, agreed orders, voluntary settlement agreements, civil debt collections, and lien foreclosures, etc., a fund needs to be established by ordinance to provide for the receipt and expenditure of monies. The City Manager would be responsible for the administration of the Fund and shall establish rules and regulations for the administration of the funds.

Alternatives

The alternative would be to not enact Draft Ordinance No. 14-243.

Financial Impact

Historically, the fines and penalties collected by the City from code enforcement actions and citations have gone into the General Fund. Allocating that money to the Abatement Fund would reduce the General Fund but would reimburse the City's costs and expenses in carrying out the abatement procedures established by law.

In an average year, it is estimated that less than \$5,000 would be collected from code enforcement citations that would be put into the Nuisance Property Abatement Fund instead of the General Fund if this Draft Ordinance is passed.

Recommendation or Conclusion

It is recommended that the Council enact Draft Ordinance No. 14-243.

CITY ATTORNEY'S FIRST DRAFT 12/09/2014

DRAFT ORDINANCE NO. 14-243

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to municipal finance, creating a "Nuisance Property Abatement Fund" in chapter 3.48 DMMC, and codifying a new section in chapter 3.48 DMMC.

WHEREAS, the Des Moines City Council, at its Council Retreat on November 15, 2014, established as its Short Term and Long Term Strategic Objectives to "Aggressively remediate nuisance properties", and

WHEREAS, the establishment by ordinance of a special purpose fund for the purpose of tracking abatement monies for nuisance properties received from, including but not limited to fines, penalties, agreed orders, voluntary settlement agreements, civil debt collections, and lien foreclosures and settlements shall be dedicated to the abatement of nuisance properties in the City and to the reimbursement of the City's costs and expenses in carrying out the abatement procedures established by law; now therefore,

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

Sec. 1. There is hereby established a "Nuisance Property Abatement Fund." The purpose of this fund is to provide for the receipt and expenditure of monies to abate nuisances.

Sec. 2. The City Council may provide for initial and ongoing funding of the nuisance property abatement fund as it deems necessary for the effective abatement of nuisance properties. Furthermore, the City Council may provide for the return to the General Fund of any funds previously contributed.

Sec. 3. The City Manager shall have the responsibility for the administration of the "Nuisance Property Abatement Fund." The City Manager may establish rules and regulations for the administration of the funds.

Sec. 4. Revenue generated from the City's code enforcement of nuisance properties, including but not limited to fines, penalties, agreed orders, voluntary settlement agreements, civil debt collections, applicable administrative

Ordinance No.
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fees, and lien foreclosures under the following Chapters of the Code and any other applicable state statute or City Code shall be dedicated to the abatement of nuisance properties in the City and to the reimbursement of the City's costs and expenses in carrying out the abatement procedures established by law,

Des Moines Municipal Code

7.08	Solid Waste Disposal and Collection
7.16	Maximum Environmental Noise Levels
7.32	Junk Vehicles
7.36	Public Disturbance Noises
9.04	Preliminary Articles
9.64	Nuisance
12.05	Use and Maintenance of Public Rights of Way
14.05	Building Code, Additional Requirements and Amendments
14.10	Fire Code, Additional Requirements and Amendments
14.15	Electrical Code, Additional Requirements and Amendments
14.20	Land Filling, Clearing and Grading Code
14.25	Sewage Disposal Systems Code
18.01	Zoning General Provisions

Revised Code of Washington

7.48	Nuisances
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Eligible expenses shall include all costs for abatement actions, education and outreach beyond the normal scope and budget of the code enforcement division, and one-time expenses associated with a specific case necessary for obtaining compliance.

Sec. 5. Codification. Sections 1 through 4 of this Ordinance shall be codified as a new section in chapter 3.48 DMMC, entitled "Nuisance Property Abatement Fund."

Sec. 6. Severability - Construction.

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

Ordinance No.
Page 3 of 3

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

Sec. 7. Effective date. This Ordinance shall take effect and be in full force thirty (30) days after its passage, approval, and publication in accordance with law.

PASSED BY the City Council of the City of Des Moines this ____ day of _____, 2015 and signed in authentication thereof this ____ day of _____, 2015.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published: _____, 2015

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