

AGENDA

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

March 5, 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

- EMERGING ISSUES

CONSENT AGENDA

Page 1 Item 1: APPROVAL OF MINUTES

Motion is to approve the minutes from the January 8 and January 22, 2015 Regular City Council meetings and the minutes from the January 8, 2015 City Council Executive Session.

Page 15 Item 2: CONTRACT AWARD FOR DES MOINES BEACH PARK RESTROOM AND PICNIC SHELTER TREE DAMAGE REPAIR PROJECT

Motion is to award the Public Works Contract with Argosy Construction Co. Inc. for the Des Moines Beach Park Restroom and Picnic Shelter Tree Damage Repair Project, in the amount of \$74,295.75 (for the Base Bid plus Alternate 1), authorize a project contingency in the amount of \$10,000.00, and authorize the City Manager to sign said contract substantially in the form as submitted.

Page 39 Item 3: ANNUAL MULTI CITY HUMAN SERVICES FUNDING PROGRAM

Motion is to approve Exhibit A for 205 Des Moines' planning, funding and implementation of a joint human services application and funding program as provided in the 2003 Memorandum of Understanding for the Joint Human Services Funding Program between the Cities of Auburn, Burien, Covington, Des Moines, Federal Way, Renton, SeaTac and Tukwila (Attachment 2), substantially in the form as submitted.

Page 57 Item 4: DRAFT RESOLUTION NO. 15-024 GENERAL EMPLOYEES COMPENSATION

Motion is to adopt Draft Resolution No. 15-024 to provide wage increases and benefit adjustments for the City of Des Moines General Employees effective January 1, 2014 to December 31, 2016.

Page 69 Item 5: DRAFT RESOLUTION NO. 15-037, KING COUNTY FIRE PROTECTION DISTRICT 39 (SOUTH KING FIRE AND RESCUE) PROPOSITION 1
Motion is to adopt Draft Resolution No. 15-037 supporting King County Fire Protection District 39 (South King Fire and Rescue) Proposition No. 1 entitled "Fire Station, Emergency Response and Firefighter Safety Equipment Improvement General Obligation Bonds - \$53,700,000" on the April 28, 2015 election ballot.

Page 75 Item 6: INTERLOCAL AGREEMENT BETWEEN THE CITY OF DES MOINES AND DES MOINES POOL METROPOLITAN PARK DISTRICT FOR MASTER PLAN PROJECT SERVICES
Motion is to approve the Interlocal Agreement between the City of Des Moines and the Des Moines Pool Metropolitan Park District for the City of Des Moines to provide Parks, Recreation and Senior Services Master Plan project services effective January 1, 2015 and ending on December 31, 2015, in an amount not to exceed \$25,000, and authorize the City Manager to sign the agreement substantially in the form as submitted.

OLD BUSINESS

Page 89 Item 1: 2015 COMPREHENSIVE PLAN PERIODIC UPDATE

- General Planning Element
- Land Use Element
- Housing Element
- Community Character Element
- Healthy Des Moines Element

Staff Presentation: Community Development Manager Denise Lathrop

NEW BUSINESS

Page 169 Item 1: SOUTHWEST SUBURBAN SEWER DISTRICT COMPREHENSIVE SEWER PLAN
Staff Presentation: Surface Water Management Utility Manager
Loren Reinhold

Page 187 Item 2: SALTWATER PARK BRIDGE SEISMIC RETROFIT – PROJECT UPDATE AND ADDITIONAL CONTINGENCY REQUEST
Staff Presentation: Associate Transportation Engineer Andrew Merges

NEXT MEETING DATE

March 12, 2015

ADJOURNMENT

MINUTES

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

January 8, 2015 – 7:00 p.m.

CALL TO ORDER

Mayor Kaplan called the meeting to order at 7:12 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Musser.

ROLL CALL

Council present: Mayor Kaplan; Mayor Pro Tem Matt Pina; Councilmembers Jeremy Nutting, Melissa Musser, Jeanette Burrage, Bob Sheckler and Vic Pennington.

Staff present: City Manager Tony Piasecki; Assistant City Manager Michael Matthias; City Attorney Pat Bosmans; Chief of Police George Delgado; Planning, Building and Public Works Director Dan Brewer; Transportation Manager Brandon Carver; Community Development Manager Denise Lathrop; Harbormaster Joe Dusenbury; Marina Maintenance Manager Scott Wilkins; Parks, Recreation & Senior Services Director Patrice Thorell; Senior Services Manager Sue Padden; Finance Director Dunyele Mason; City Clerk Bonnie Wilkins.

CORRESPONDENCE

There were no correspondences.

COMMENTS FROM THE PUBLIC

- Veronica Walvatne, 2051 S 263rd Street; Landmarque landscape issues & garbage between 260th & 277th.
- Oscar Haynes, 26207 21st Place S; Landmarque development building issues.

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Councilmember Pennington:

- Christmas tree lighting.
- Kiwanis Club /South King County Fire & Rescue.

Councilmember Sheckler:

- Investors for Artemis Hotel:
 - New name: Sheraton.
 - Casino on first floor.

Councilmember Burrage:

- Southwest King County Coalition Against Human Trafficking:
 - January is Human Trafficking Prevention Month
 - Movie, *Rape For Profit*
 - 1/14, 1/17, 1/25 showing dates
- Meeting times:
 - Problem with timing.

Mayor Pro Tem Pina:

- Thanked businesses, staff, volunteers and community members for the wonderful holiday events, decorations, etc.
- Finance & Economic Development Committee:
 - Update on Nuisance Property Abatement Program.

Motion made by Mayor Pro Tem Pina to refer Abandoned Residential Property Registration to Committee; seconded by Councilmember Pennington.

- Film presentation on the Maury Island Incident:
 - 2/11 at Mt. Rainier High School 7:00 p.m.
 - Proceeds to benefit Des Moines Historical Society.

Councilmember Musser

- Youth Spring Soccer sign-ups going on now.
- T-Ball/Coach Pitch sign-ups going on now.
 - 206-870-6527 or www.desmoineswa.gov for more information or to sign up.
- Fireside Chat:
 - Lisa Meineke, from Wesley Homes, 1/13 at 11:30 a.m. at the Des Moines Activity Center.
 - For more information, contact 206-878-1642.

Councilmember Nutting:

- Thanked businesses and community regarding tree lighting and all holiday activities.

PRESIDING OFFICER'S REPORT

- Important decisions will be made this year that will affect community:
 - Sound Transit.
 - Transportation Funding Package in the Legislature:
 - Congestion relief.
 - Freight mobility.
 - FAA decision on office location coming soon.
 - Artemis/Sheraton Hotel:
 - 6 floors completed, working on the 7th floor currently.
 - Open at the end of the year.
 - Landmark on the Sound has been purchased.
 - Student housing project near Highline Community College.
 - More activity since 1999/2000.
 - Interest expressed in Des Moines Theater building.

ADMINISTRATION REPORT

- EMERGING ISSUES
 - Council videos.
 - Highline College, VP Administration, Larry Yok retiring.

CONSENT AGENDA

- Item 1: APPROVAL OF MINUTES
Motion is to approve the minutes from the November 6, November 13, December 4th Regular City Council meetings, the minutes from the November 15, 2014 City Council Retreat and the minutes from the December 4 and December 9, 2014 City Council Executive Sessions.
- Item 2: 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: \$4,318,564.82
Payroll Fund Transfers: \$1,406,247.81
Total Certified Wire Transfers, Voids, A/P and Payroll Vouchers: \$5,724,812.63
- Item 3: CONSULTANT CONTRACT AMENDMENT: TRANSPORTATION PROJECT MANAGER, LEONARD D. MADSEN
Motion is to approve Amendment 9 to the Contract with Leonard D. Madsen, continuing professional project management services for the Transportation Gateway Project from February 1 through December 31, 2015 not to exceed \$77,500, and authorize the City Manager to sign the contract amendment substantially in the form submitted.
- Item 4: CONSULTANT CONTRACT AMENDMENT, GRANT FREDRICKS
Motion is to approve Amendment/Addendum 3 to the Contract with Grant Fredricks, continuing professional consulting services through December 31, 2015 with a total not to exceed \$50,000 for 2015 services, and authorize the City Manager to sign the contract amendment substantially in the form submitted.
- Item 5: DRAFT RESOLUTION NO. 14-249 AUTHORIZING DEPOSIT AND WITHDRAWAL OF FUNDS IN THE LOCAL GOVERNMENT INVESTMENT POOL (LGIP), SUPERSEDING RESOLUTION NO. 1256
Motion is to adopt Draft Resolution No. 14-249, authorizing deposit or withdrawal of funds in the Local Government Investment Pool in accordance with the provisions of the Washington Administrative Code for the purpose of investment as stated in the Washington Administrative Code, acknowledging that the City Council and City staff responsible for overseeing or making investment decisions has received, read and understands the prospectus, and superseding Resolution No. 1256.
- Item 6: STAFF REQUEST FOR ADDITIONAL FUNDING TO COMPLETE THE MARINA SHORT PLAT PROJECT
Motion is to approve the request for \$13,150 in additional funding for the Marina Short Plat Project bringing the total contract amount to \$60,147 and to authorize the City Manager to sign the change order, substantially in the form as attached.
- Item 7: INTERLOCAL AGREEMENT BETWEEN NORMANDY PARK AND DES MOINES FOR SENIOR SERVICES FOR 2015 AND 2016
Motion is to approve the Interlocal Agreement between the City of Normandy Park and the City of Des Moines for the provision of Senior Services in fiscal years 2015 and 2016 whereby Normandy Park will pay Des Moines for Senior Services in an amount equal to Normandy Park's pro-rata share of costs per year for services based on participation levels and authorize the City Manager to sign the Agreement substantially in the form as submitted.

- Item 8: **ARTS COMMISSION APPOINTMENT**
Motion is to confirm the Mayoral Appointment of Lisa Maddry to a two year term on the City of Des Moines Arts Commission effective immediately and expiring on December 31, 2016.
- Item 9: **CITY MANAGER'S COMPENSATION AND EMPLOYMENT CONTRACT AMENDMENT**
Motion is to approve the amendment to the City Manager's contract suspending the Cost of Living (COLA) provision for 2015 and 2015, providing a COLA of 1.4% for 2014 and 2.0% for 2015, and to authorize the Mayor to sign the amendment to the City Manager's employment contract in the form as submitted.
- Item 10: **2015-2016 RECYCLING PROGRAM GRANT FUNDING**
Motion is to authorize the City Manager to sign the 2015 LHWMP Grant No. EHS3673 between the City of Des Moines and the Seattle-King County Department of Public Health and the 2015-2016 WR/R Grant No. 5728395 between the City of Des Moines and the King County Solid Waste Division.
- Item 11: **INTERAGENCY AGREEMENT WITH HIGHLINE COMMUNITY COLLEGE FOR THE SMALL BUSINESS DEVELOPMENT CENTER**
Motion is to approve the Interagency Agreement with Highline College for support of the Small Business Development Center and authorize the City Manager to sign the agreement substantially in the form a submitted.
- Item 12: **NORMANDY PARK ILA FOR MONITORING COMPLIANCE WITH PUBLIC DEFENSE STANDARDS**
Motion is to approve the Interlocal Agreement between the City of Normandy Park and the City of Des Moines for monitoring and ensuring the compliance of Normandy Park contract Public Defense Attorneys with the Supreme Court's numeric caseload standards and to authorize the City Manager to sign the Agreement substantially in the form as submitted.
- Item 13: **NORMANDY PARK ILA FOR FINANCE SERVICES**
Motion is to approve the Interlocal Agreement between the City of Normandy Park and the City of Des Moines to provide financial department services to the other party as needed and to authorize the City Manager to sign the Agreement substantially in the form as submitted.

Direction/Action

Motion made by Councilmember Nutting to approve the consent agenda; seconded by Mayor Pro Tem Pina.

Councilmember Sheckler pulled Consent Agenda Item #8, Arts Commission Appointment.

The remainder of the consent agenda passed 7-0.

Direction/Action

Motion

Motion made by Councilmember Sheckler to appoint Michelle Fawcett to the Arts Commission; seconded by Councilmember Musser.

The motion failed 3-4.

For: Councilmembers Musser, Burrage and Sheckler.

Against: Mayor Kaplan; Mayor Pro Tem Pina; Councilmembers Nutting & Pennington.

Direction/Action

Motion

Motion made by Mayor Kaplan to re-affirm the appointment of Lisa Maddry to the Arts Commission for a two year term expiring December 31, 2016; seconded by Councilmember Nutting.

The motion passed 5-1.

For: Mayor Kaplan; Mayor Pro Tem Pina; Councilmembers Nutting, Musser and Pennington.

Against: Councilmember Sheckler.

Abstain: Councilmember Burrage.

Councilmember Sheckler stepped down as the Arts Commission Liaison. Mayor Pro Tem Pina offered to be Council Liaison for the Arts Commission.

OLD BUSINESS

Item 1:

2015 COMPREHENSIVE PLAN PERIODIC UPDATE – ECONOMIC DEVELOPMENT ELEMENT

Staff Presentation: Assistant City Manager/Economic Development
Director Michael Matthias

Assistant City Manager/Economic Development Director Matthias gave a power point presentation to Council.

Direction/Action

Motion made by Councilmember Sheckler to docket the Economic Development Element for consideration as part of the 2015 Comprehensive Plan Periodic Update; seconded by Councilmember Nutting.

The motion passed 6-0.

For: Mayor Kaplan; Mayor Pro Tem Pina; Councilmembers Nutting, Musser, Sheckler and Pennington.

Against: Councilmember Burrage.

At 8:21 p.m. Councilmember Sheckler left the meeting.

- Item 1: DRAFT RESOLUTION NO. 14-241 ACCEPTING FINDINGS OF FACT THAT AN EMERGENCY EXISTED
Staff Presentation: Planning, Building and Public Works Director
Dan Brewer

Planning, Building and Public Works Director Brewer briefed Council with a power point presentation.

Direction/Action

Motion made by Mayor Pro Tem Pina to adopt Draft Resolution 14-241 to allow the waiver of competitive bidding requirements for contracts authorized by the City Manager pursuant to the December 2, 2014 Proclamation of Emergency pursuant to RCW 39.04.280; seconded by Councilmember Nutting.
The motion passed 6-0.

- Item 2: RESOLUTION NO. 14-240, SETTING PUBLIC HEARING TO CONSIDER ZONING CODE AND DEVELOPMENT REGULATIONS FOR THE COMMUNITY COMMERCIAL (C-C) ZONED PROPERTIES IN THE AREA ALONG PACIFIC HIGHWAY SOUTH BETWEEN SOUTH 252ND STREET AND SOUTH 272ND STREET
Staff Presentation: Planning Building and Public Works Director
Dan Brewer

Community Development Manager Lathrop gave a brief power point presentation to Council.

Direction/Action

Motion made by Councilmember Nutting to adopt Draft Resolution No. 14-240 setting a public hearing on February 12, 2015 to consider Draft Ordinance No. 14-240 amending the Community Commercial Zone and making other C-C Zone related amendments to Title 18, Zoning Code; seconded by Mayor Pro Tem Pina.
The motion passed 6-0.

NEXT MEETING DATE

January 22, 2015

ADJOURNMENT

Motion made by Councilmember Nutting to adjourn; seconded by Councilmember Pennington.
The motion passed 6-0.

The meeting was adjourned at 8:45 p.m.

Respectfully Submitted,
Bonnie Wilkins
City Clerk

MINUTES

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

Mayor Kaplan called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Nutting.

ROLL CALL

Council present: Mayor Kaplan; Mayor Pro Tem Matt Pina; Councilmembers Jeremy Nutting, Jeanette Burrage, Bob Sheckler and Vic Pennington.

Councilmember Musser was absent.

Motion made by Councilmember Nutting to excuse Councilmember Musser; seconded by Mayor Pro Tem Pina.

The motion passed 6-0.

Staff present: City Manager Tony Piasecki; Assistant City Manager Michael Matthias; City Attorney Pat Bosmans; Chief of Police George Delgado; Engineering Services Manager Brandon Carver; Assistant City Attorney Tim George; Prosecutor Matt Hutchins; Special Transportation Project Manager Len Madsen; Human Services Manager Maureen Murphy; Harbormaster Joe Dusenbury; Marina Maintenance Manager Scott Wilkins; Senior Services Manager Sue Padden; Finance Director Dunyele Mason; City Clerk Bonnie Wilkins.

CORRESPONDENCE

There were no correspondences.

COMMENTS FROM THE PUBLIC

- John English, no address given; gave council an explanation as to why he is expressing his freedom of speech on Marine View Drive.
- Sharon Thompson, no address given; freedom of speech.
- Laura Burt, no address given; be a voice to those who do not have one.
- Susan Peterson, no address given; opposes the signs that Mr. English is showing to the public.
- Bob Pond, 23116 30th Avenue S; opponent of the Highline School Bond.
- Yvonne Nutting, 20819 4th Avenue S; Invited all to Des Moines Legacy Foundation Casino Night.
- Rick Johnson, 28624 Redondo Beach Drive S; Redondo Boardwalk.

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Councilmember Pennington:

- Thanked the public for attending the meeting.

Councilmember Sheckler:

- Spoke to Mr. English regarding his public comment.
- Will be watching the Super Bowl from Maui, Hawaii and will hope for another win for the Seattle Seahawks.
- Pioneer Resident Billie Grande recently passed away:
 - Memorial on 1/24 at 3:00 Southwest Presbyterian Church.

Councilmember Burrage:

- South County Area Transportation Board (SCATB'd):
 - Transportation package before the State Legislature.
- Economic Development Element in Comprehensive Plan:
 - Concerns with what has been presented.

Direction/Action

Motion made by Councilmember Burrage to put the Economic Development Element into the Economic Development Committee to look at it; seconded by Councilmember Sheckler. The motion failed 2-4.

For: Councilmembers Burrage and Sheckler.

Against: Mayor Kaplan; Mayor Pro Tem Pina; Councilmembers Nutting and Pennington.

- Human Trafficking Awareness Day.
 - Southwest Coalition showing documentary *Rape for Profit*.

Mayor Pro Tem Pina:

- Des Moines Arts Commission Meeting.
- Des Moines Historical Society:
 - Maury Island Incident Showing at Mount Rainier High School, 2/11 at 6:00 p.m.
- Marina Financial Sustainability SWOT Exercise.
- Attended the Quarterly Des Moines Police Department Recognition Event.
- Municipal Facilities Committee:
 - Waterland Adventures.
 - Beach Park Dining Hall.
 - J Dock Rebuild.
 - Update on Parks, Recreation & Senior Services Master Plan.

Councilmember Nutting:

- Attended the Quarterly Des Moines Police Department Recognition Event.
- Senior Services Advisory Committee.
- Take Back Meds Program:
 - Log onto kingcounty.gov for a list of participating drugstores.
- Josh Wielden class on 4/22 at 10:30 at Des Moines Activity Center

PRESIDING OFFICER'S REPORT

- Spoke to Mr. Johnson regarding his concerns about the Redondo Boardwalk.
- Spoke to Mr. English regarding his freedom of speech.
- South Sound Chamber of Commerce Legislature Breakfast.
- State Legislature:
 - Governor proposed budget.
 - Public Works Trust Fund:
 - 216th Street, Segment 1-A is at risk based on the Governor's proposal.
- SCATB'd meeting.

- Destination Des Moines Annual Meeting:
 - Looking for Board Volunteers.
- Des Moines Legacy Foundation looking for members.
- Des Moines Police Department Quarterly Recognition Meeting:
 - Catherine Agnew sworn in as new Evidence Specialist.
 - Cathy Savage, sworn in as newest Sergeant.
 - Records Specialist Judy Bibby, Charmaine Hall, Kathy Larson and Sara Lee were given exemplary performance awards.
 - Master Police Office Justin Cripe was given exemplary performance award.
 - Master Police Officer Paul Young was given exemplary performance award.
 - Master Police Officer Sean O'Flaherty was recognized as the 2014 Officer of the Year.
 - Police Volunteer Susan Corey was recognized as Volunteer of the Year.
 - Records Specialist Sara Lee was recognized as Civilian of the Year.
 - Detective Fred Gendreau was presented the 2014 Chief's Award.
 - Detective Sergeant Dave More was presented the Excellence in Leadership Award.
 - The Des Moines Police Foundation would like to thank the Sponsors:
 - Des Moines Rotary Club.
 - Des Moines Waterfront Farmer's Market.
 - New Tokyo.
 - B&E Meats.
 - Arturo's Mexican Restaurant.
 - Mandarin Kitchen.
 - Auntie Irene's.
 - Prince of Peace Church.
 - Costco.
 - Freedom Snacks.
- US Department of Homeland Security:
 - Human Trafficking.
 - Customs and Border Patrol.
- South Shore Condominium Meeting.
- Sound Transit Meetings:
 - DEIS alignment and location for LINK Light Rail.
- Coffee with a Cop.

ADMINISTRATION REPORT

- Nuisance Properties.
- Marina Sustainability Plan.
- Communications.

CONSENT AGENDA

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

- 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.
- Item 3: HUMAN TRAFFICKING AWARENESS DAY
Motion is to approve the Proclamation recognizing annually January 11th as Human Trafficking Awareness Day.
- 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.
- 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.

Direction/Action

Motion made by Councilmember Nutting to approve the consent agenda; seconded by Councilmember Pennington.
The motion passed 6-0.

At 8:03 p.m. Council went into Executive Session. The purpose of this Executive Session is to discuss labor negotiations under RCW 42.30.140(4)(a). In attendance were: Mayor Kaplan; Mayor Pro Tem Pina; Councilmembers Nutting, Burrage, Sheckler and Pennington; City Manager Piasecki; Assistant City Manager Matthias; City Attorney Bosmans; Assistant City Attorney George; Human Resource Manager Murphy.

At 8:12 p.m. Council adjourned the Executive Session. No formal action was taken.

At 8:12 p.m. Council took a 5 minute recess and the regular meeting resumed at 8:16 p.m.

PUBLIC HEARING/CONTINUED PUBLIC HEARING

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

Mayor Kaplan opened the Public Hearing at 8:16 p.m.

Engineering Services Manager Carver gave a power point presentation to Council.

Mayor Kaplan asked 3 times if anyone wished to speak. Seeing none, Mayor Kaplan asked Council if they had any questions.

At 8:29 p.m. Mayor Kaplan closed the Public Hearing.

Direction/Action

Motion 1 made by Councilmember Nutting to suspend Rule 26(a) in order to enact Draft Ordinance No. 14-253 on first reading; seconded by Councilmember Burrage. The motion passed 6-0.0

Motion made by Councilmember Nutting 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; seconded by Mayor Pro Tem Pina. The motion passed 6-0.

Mayor Kaplan read Draft Ordinance No. 14-253 into the record.

NEW BUSINESS

Item 1:

UPDATE ON THE MARINA'S FINANCIAL SUSTAINABILITY PLAN
Staff Presentation: Harbormaster Joe Dusenbury

Harbormaster Dusenbury and Assistant City Manager Matthias gave a brief power point presentation to Council on the Marina's financial sustainability plan.

No formal action was taken.

Item 2:

NUISANCE PROPERTY ABATEMENT FUND
Staff Presentation: City Attorney Pat Bosmans

City Attorney Bosmans gave a power point presentation to Council on nuisance properties.

Direction/Action

Motion made by Mayor Pro Tem Pina to suspend Rule 26(a) in order to enact Draft Ordinance No. 14-243 on first reading; seconded by Councilmember Nutting. The motion passed 6-0.

Motion made by Mayor Pro Tem Pina 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 \$25,000 in General Fund money, to be transferred when available to remediate nuisance properties; seconded by Councilmember Nutting. The motion passed 6-0.

Mayor Kaplan read Draft Ordinance No. 14-243 into the record.

NEXT MEETING DATE

February 12, 2015

ADJOURNMENT

Motion made by Councilmember Nutting to adjourn; seconded by Councilmember Pennington.
The motion passed 6-0.

The meeting was adjourned at 8:58 p.m.

Respectfully Submitted,
Bonnie Wilkins
City Clerk

MINUTES
SPECIAL MEETING TO HOLD EXECUTIVE SESSION
January 8, 2015

CALL MEETING TO ORDER

The Special Meeting was called to order at 6:16 p.m. by Mayor Kaplan in Council Chambers.

ROLL CALL

Present were: Mayor Dave Kaplan; Mayor Pro Tem Matt Pina; Councilmembers Jeremy Nutting, Melissa Musser, Jeanette Burrage, Bob Sheckler and Vic Pennington; City Manager Tony Piasecki; Assistant City Manager/Economic Development Director Michael Matthias; City Attorney Pat Bosmans; Assistant City Attorney Tim George; Human Resource Manager Maureen Murphy; Legal Counsel Bruce Schroeder.

PURPOSE

The purpose of the Special Meeting was to hold an Executive Session to discuss labor negotiations under RCW 42.30.140(4)(a) and potential litigation under RCW 42.30.110(i).

At 6:30 p.m. Human Resource Manager Murphy and Legal Counsel Schroeder joined the meeting.

At 6:58 p.m., Mayor Kaplan extended the meeting until 7:10 p.m.

No formal action was taken.

The Special Meeting was adjourned at 7:10 p.m.

Respectfully submitted,
Tony Piasecki
City Manager

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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: Contract Award for Des Moines
Beach Park Restroom and Picnic Shelter Tree
Damage Repair Project

ATTACHMENTS:

1. Public Works Contract
2. Bid Tabulations
3. Architect's Award Recommendation

FOR AGENDA OF: March 5, 2015

DEPT. OF ORIGIN: Planning, Building & Public
Works

DATE SUBMITTED: February 24, 2015

CLEARANCES:

- [X] Legal LG
 [X] Finance BM
 [] Marina N/A
 [X] Parks, Recreation & Senior Services JB
 [X] Planning, Building & Public Works DB
 [] Police N/A
 [] Courts N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: *AF*

Purpose and Recommendation

The purpose of this agenda item is to seek City Council approval of the Public Works Contract (Attachment 1) with Argosy Construction Co. Inc. for the Des Moines Beach Park Restroom and Picnic Shelter Tree Damage Repair Project. This project is the result of damage caused by a tree falling on the facility during a wind storm in 2014. The following motion will appear on the consent calendar:

Suggested Motion

Motion: "I move to award the Public Works Contract with Argosy Construction Co. Inc. for the Des Moines Beach Park Restroom and Picnic Shelter Tree Damage Repair Project, in the amount of \$74,295.75 (for the Base Bid plus Alternate 1), authorize a project contingency in the amount of \$10,000.00, and authorize the City Manager to sign said contract substantially in the form as submitted."

Background

On February 12, 2014, the Beach Park Restroom and Picnic Shelter building was hit by a tree that fell during a wind storm. Washington City's Insurance Authority (WCIA) was informed of the incident, and a claim was filed.

During March 2014, McBride Construction Resources Inc. was contracted to perform perimeter security, debris removal, temporary structural shoring, and weathering-in of the building. David A. Clark Architects, PLLC was hired in April 2014 as the design architect. Mr. Clark will also provide project oversight and management during construction.

In December 2014, bids were solicited via the MRSC Roster, with a bid opening date of December 17, 2014. The City received only one (1) bid, which was significantly higher than the Architect's Estimate. This bid was rejected by administration.

A second round of bids was solicited via the MRSC Roster on January 8, 2015, with a bid opening date of February 12, 2015. The City received four (4) bids, with the apparent lowest responsive responsible bidder being Argosy Construction Co. Inc.

Discussion

The Architect's Estimate for the project is \$91,832.00 plus Washington State Sales Tax, for a total of \$100,556.04. A pre-bid project walkthrough was conducted at the Restroom and Picnic Shelter on February 4, 2015 at 1:00 PM. Sealed bids were opened and read aloud on February 12, 2015 at 2:00 PM. The apparent lowest responsive bidder at bid opening was Argosy Construction Co. Inc. Staff and the Architect of Record have performed the necessary bid evaluations, bid tabulations, and reference checks. The Architect has provided staff with a letter of recommendation to award the project to Argosy Construction Co. Inc. (Attachment 3). The three lowest bidders are shown below, and the entire project bid tabulations are included as Attachment 2.

Contractor Name	Base Bid	Alternate #1 -- Painting	Total Project (Base Bid plus Alternate 1)
Argosy Construction Co. Inc.	\$69,806.25	\$4,489.50	\$74,295.75
Northern Pacific Construction	\$71,941.50	\$4,927.50	\$76,869.00
Rod McConkey Construction	\$81,030.00	\$2,956.50	\$83,986.50
Architect's Estimate	\$94,062.80	\$6,493.35	\$100,556.15

This project only repairs damages caused by the tree falling onto the building, and is not part of, or associated with the total rehabilitation of the building. That is a separate project, of which staff is currently seeking funds.

Alternatives

None.

Financial Impact

This is a WCIA insurance covered repair project. The City has a \$25,000.00 deductible for this event, but the remaining costs are covered by WCIA. As of the end of 2014, there was a balance of \$150,000.00 in the Self Insurance Fund. The deductible would be covered by funds from this account.

Recommendation or Conclusion

Staff recommends Council approve the suggested motions.

Concurrence

Finance, Legal, Parks, Recreation and Senior Services, and Planning, Building, and Public Works concur.



PUBLIC WORKS CONTRACT
between City of Des Moines and
Argosy Construction Co. Inc.

THIS CONTRACT is made and entered into this _____ day of _____, _____, by and between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and Argosy Construction Co. Inc. organized under the laws of the State of Washington, located and doing business at P O Box 628, Carnation, WA 98014, (425) 444-3661, Lee Schelley (hereinafter the "Contractor").

CONTRACT

The parties agree as follows:

I. DESCRIPTION OF WORK.

Contractor shall perform the services for the City as specifically described in Exhibit "A" Scope and Schedule of Work (Plans, Specifications, and Contract Documents associated with the Des Moines Beach Park Restroom and Picnic Shelter Tree Damage Repair), incorporated herein by reference.

The project includes, but is not limited to selective demolition, misc. metals, rough carpentry, siding, roofing, electrical, flashing, caulking, all as shown on the drawings and in these specifications and as required to satisfactorily complete the scope of work described in Exhibit "A", on the drawings and in this project manual for the Des Moines Beach Park Restroom and Picnic Shelter located at 22030 Cliff Avenue South, Des Moines, WA 98198.

- a. Contractor represents that the services furnished under this Contract will be performed in accordance with generally accepted professional practices within the Puget Sound region in effect at the time such services are performed.
- b. The Contractor shall provide and furnish any and all labor, materials, tools, equipment and utility and transportation services along with all miscellaneous items



necessary to perform this Contract except for those items mentioned therein to be furnished by the City.

- c. All work shall be accomplished in a workmanlike manner in strict conformity with the attached plans and specifications including any and all Addenda issued by the City, City Regulations and Standards, other Contract Documents hereinafter enumerated.

In addition, the work shall be in conformance with the following documents which are by reference incorporated herein and made part hereof:

- (i) the Standard Specifications of the Washington State Department of Transportation (WSDOT) (current edition);
- (ii) the American Public Works Association (APWA) (current edition);
- (iii) the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways (current edition);
- (iv) the Standard Plans for Road, Bridge and Municipal Construction (as prepared by the WSDOT/APWA current edition);
- (v) the American Water Works Association Standard (AWWA) (current edition), and;
- (vi) shall perform any changes in the work in accord with the Contract Documents.

d. Any inconsistency in the parts of the Contract and the documents referenced in section I c above shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

- 1. Terms and provisions of the Contract
- 2. Addenda,
- 3. Proposal Form,
- 4. Special Provisions, including APWA General Special Provisions, if they are included,
- 5. Contract Plans,
- 6. Amendments to the Standard Specifications,
- 7. WSDOT Standard Specifications for Road, Bridge and Municipal Construction,
- 8. Contracting Agency's Standard Plans (if any), and
- 9. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

II. TIME OF COMPLETION. The parties agree that work on the tasks described in Section I above and more specifically detailed in Exhibit "A" will begin immediately upon



execution of this Contract. Upon the effective date of this Contract, the Contractor shall complete the work described in Section I within **Ninety (90) calendar days**. If said work is not completed within the time specified, the Contractor agrees to pay the City the sum specified in Section VI - Liquidated Damages of this contract.

III. COMPENSATION. The City shall pay the Contractor a total amount not to exceed **\$74,295.75**, which includes any applicable Washington State Sales Tax, for the work and services contemplated in this Contract (Base Bid plus Alternate #1). The Contractor shall invoice the City monthly. The City shall pay to the Contractor, as full consideration for the performance of the Contract, an amount equal to the unit and lump sum prices set forth in the bid. The Contractor will submit requests for Progress payments on a monthly basis and the City will make progress payment within 45 days after receipt of the Contractor's request until the work is complete and accepted by the City. The City's payment shall not constitute a waiver of the City's right to final inspection and acceptance of the project.

- A. Retainage. The City shall hold back a retainage in the amount of five percent (5%) of any and all payments made to contractor for a period of sixty (60) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue and the State Department of Labor and Industries and until settlement of any liens filed under Chapter 60.28 RCW. If Contractor plans to submit a bond in lieu of the retainage specified above, the bond must be in a form acceptable to the City and submitted within 30 days upon entering into this Contract, through a bonding company meeting standards established by the City.
- B. Defective or Unauthorized Work. The City reserves its right to withhold payment from Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this Contract; and extra work and materials furnished without the City's written approval. If Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Contract price specified above. The City further reserves its right to deduct the cost to complete the Contract work, including any Additional Costs, from any and all amounts due or to become due the Contractor. Notwithstanding the terms of this section, the City's payment to contractor for work performed shall not be a waiver of any claims the City may have against Contractor for defective or unauthorized work.



- C. Final Payment: Waiver of Claims. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CONTRACTOR'S CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY CONTRACTOR AS UNSETTLED AT THE TIME FINAL PAYMENT IS MADE AND ACCEPTED.

IV. INDEPENDENT CONTRACTOR. The parties understand and agree that Contractor is a firm skilled in matters pertaining to construction and will perform independent functions and responsibilities in the area of its particular field of expertise. Contractor and its personnel, subcontractors, agents and assigns, shall act as independent contractors and not employees of the City. As such, they have no authority to bind the City or control employees of the City, contractors, or other entities. The City's Planning, Building and Public Works Director or his or her designated representative shall have authority to ensure that the terms of the Contract are performed in the appropriate manner.

The Contractor acknowledges that all mandatory deductions, charges and taxes imposed by any and all federal, state, and local laws and regulations shall be the sole responsibility of the Contractor. The Contractor represents and warrants that all such deductions, charges and taxes imposed by law and/or regulations upon the Contractor are, and will remain, current. If the City is assessed, liable or responsible in any manner for those deductions, charges or taxes, the Contractor agrees to indemnify and hold the City harmless from those costs, including attorney's fees.

V. TERMINATION. The City may terminate this Contract for good cause. "Good cause" shall include, without limitation, any one or more of the following events:

- A. The Contractor's refusal or failure to supply a sufficient number of properly skilled workers or proper materials for completion of the Contract work.
- B. The Contractor's failure to complete the work within the time specified in this Contract.
- C. The Contractor's failure to make full and prompt payment to subcontractors or for material or labor.
- D. The Contractor's persistent disregard of federal, state or local laws, rules or regulations.
- E. The Contractor's filing for bankruptcy or becoming adjudged bankrupt.
- F. The Contractor's breach of any portion of this Contract.



If the City terminates this Contract for good cause, the Contractor shall not receive any further money due under this Contract until the Contract work is completed. After termination, the City may take possession of all records and data within the Contractor's possession pertaining to this project which may be used by the City without restriction.

VI. LIQUIDATED DAMAGES. This section of the Contract shall apply only in the event of a delay in the completion of the work within the timeframe specified in the Contract. This being a Public Works project performed for the benefit of the public, and there being a need for the completion of the project in the time specified in the Contract, City and Contractor agree that damages for delay in the performance or completion of the work are extremely difficult to ascertain. However, City and Contractor agree that due to the expenditure of public funds for the work specified in this Contract, and the need to provide the work for the benefit of the health, safety and welfare of the public, the failure to complete the work within the time specified in the Contract will result in loss and damage to City. City and Contractor agree that a delay will result in, but not be limited to, expense to the City in the form of salaries to City employees, the extended use of City equipment, delays in other portions of the project on which Contractor is working, increased cost to the City for the project, delays in other projects planned by City, and loss of use and inconvenience to the public.

Although difficult to quantify and ascertain, City and Contractor agree that the sum listed as liquidated damages represents a fair and reasonable forecast of the actual damage caused by a delay in the performance or completion of the work specified in the Contract. In addition, City and Contractor agree that the liquidated damages set forth below are intended to compensate the City for its loss and damage caused by delay. The liquidated damages are not intended to induce the performance of Contractor.

Contractor declares that it is familiar with liquidated damages provisions, and understands their intent and purpose. By signing this Contract, Contractor further declares that it understands the liquidated damages provision of this contract, that it is a product of negotiation, and that it is a fair estimation of the damage and loss that City will suffer in the event of delay.

City and Contractor further agree that the contractor shall not be charged with liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes.

City and Contractor agree that for each day beyond the completion date specified in the Contract that the project is not completed, the sum of the contract amount times 15% divided by the time of completion ($\text{Contract} \times 0.15 / 90 = \text{LD}$) shall be deducted from the amount to be paid Contractor and shall be retained by City as damages.



In the event that the Contract is terminated by City for cause pursuant to the general conditions of the contract, this liquidated damages section shall apply, but only to the extent that the contract is delayed. In addition to liquidated damages, City shall be permitted to recover from Contractor the cost of completion of the work if the cost of completion exceeds the original sum of money agreed upon.

VII. PREVAILING WAGES. Contractor shall file a "Statement of Intent to Pay Prevailing Wages," with the State of Washington Department of Labor & Industries prior to commencing the Contract work and an Affidavit of prevailing wages paid after completion of the work. The Statement of Intent to Pay Prevailing Wages," shall include Contractor's registration certificate number and the prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020, and the estimated number of workers in each classification. Contractor shall pay prevailing wages in effect on the date the bid is accepted or executed by Contractor, and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions. The latest prevailing wage rate revision issued by the Department of Labor and Industries must be submitted to the City by Contractor. It shall be the responsibility of Contractor to require all subcontractors to comply with Chapter 39.12 RCW and this section of the Contract.

VIII. HOURS OF LABOR. Contractor shall comply with the "hours of labor" requirements and limitations as set forth in Chapter 49.28 RCW. It shall be the responsibility of Contractor to require all subcontractors to comply with the provisions of Chapter 49.28 RCW and this section of the Contract. The Contractor shall pay all reasonable costs (such as over-time of crews) incurred by the City as a result of work beyond eight (8) hours per day or forty (40) hours per week. Additional hours beyond a forty (40)-hour workweek will be pro-rated against contractual workdays.

IX. COMPLIANCE WITH WAGE, HOUR, SAFETY, AND HEALTH LAWS. The Contractor shall comply with the rules and regulations of the Fair Labor Standards Act, 29 U.S.C. 201 *et seq*, the Occupational Safety and Health Act of 1970, 29 U.S.C. 651, *et seq*, the Washington Industrial Safety and Health Act, Chapter 49.17 RCW, and any other state or federal laws applicable to wage, hours, safety, or health standards.

X. DAYS AND TIME OF WORK. Unless otherwise approved by the City, the working hours for this project will be limited to the following hours:

Monday through Friday: 7:00 a.m. to 7:00 p.m.

Saturday, Sunday and Holidays: 8:00 a.m. to 5:00 p.m.

XI. WORKERS' COMPENSATION. The Contractor shall maintain Workers' Compensation insurance in the amount and type required by law for all employees employed under this Contract who may come within the protection of Workers' Compensation Laws. In jurisdictions not providing complete Workers' Compensation protection, the Contractor shall maintain Employer's Liability Insurance in the amount, form and company satisfactory to the City for the benefit of all employees not protected by Workers' Compensation Laws.



The Contractor shall make all payments arising from the performance of this Contract due to the State of Washington pursuant to Titles 50 and 51 of the Revised Code of Washington.

Whenever any work by the Contractor under the authority of this Contract is on or about navigable waters of the United States, Workers' Compensation coverage shall be extended to include United States Longshoreman and harbor worker coverage. The Contractor shall provide the City with a copy of the necessary documentation prior to the start of any activity.

XII. CHANGES. The City may issue a written change order for any change in the Contract work during the performance of this Contract. If the Contractor determines, for any reason, that a change order is necessary, Contractor must submit a written change order request to the person listed in the notice provision section of this Contract, section XXII(C), within seven (7) calendar days of the date Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Contractor fails to require a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided in subsections A through E of Section XIII, Claims, below.

The Contractor accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is accepted by Contractor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.

XIII. CLAIMS. If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor may file a claim as provided in this section. The Contractor shall give written notice to the City of all claims within seven (7) calendar days of the occurrence of the events giving rise to the claims, or within seven (7) calendar days of the date the Contractor knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Contract or otherwise, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Contract.



At a minimum, a Contractor's written claim shall include the information set forth in subsections A, items 1 through 5 below.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY.

- A. Notice of Claim. Provide a signed written notice of claim that provides the following information:
 1. The date of the Contractor's claim;
 2. The nature and circumstances that caused the claim;
 3. The provisions in this Contract that support the claim;
 4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
 5. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.
 - B. Records. The Contractor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Contractor's records needed for evaluating the protest.
- The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.
- C. Contractor's Duty to Complete Protested Work. In spite of any claim, the Contractor shall proceed promptly to provide the goods, materials and services required by the City under this Contract.
 - D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Contractor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).
 - E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Contractor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).



XIV. LIMITATION OF ACTIONS. CONTRACTOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS CONTRACT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONTRACTOR'S ABILITY TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

XV. WARRANTY. Upon acceptance of the contract work, Contractor must provide the City a warranty bond for one year in the amount of the contract value specified in Section III above and in a form acceptable to the City. In the event any defects are found within the first year, the warranty bond shall be extended for an additional year. The Contractor shall correct all defects in workmanship and materials within one (1) year from the date of the City's acceptance of the Contract work. In the event any parts are repaired or replaced, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) year from the date such correction is completed and accepted by the City. The Contractor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Contractor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Contractor shall pay all costs incurred by the City in order to accomplish the correction.

XVI. DISCRIMINATION. In the hiring of employees for the performance of work under this Contract or any sub-contract, the Contractor, its sub-contractors, or any person acting on behalf of the Contractor or sub-contractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

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

The City's inspection or acceptance of any of Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.



The provisions of this section shall survive the expiration or termination of this Contract.

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

No Limitation. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

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



2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

C. Other Insurance Provisions

The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

D. Acceptability of Insurers

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

E. Verification of Coverage

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

F. Subcontractors

The Contractor shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.

G. Notice of Cancellation

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

H. Failure to Maintain Insurance

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

XIX. WORK PERFORMED AT CONTRACTOR'S RISK. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection



necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

XX. BOND - SEPARATE PAYMENT AND PERFORMANCE BONDS REQUIRED. Pursuant to Chapter 39.08 RCW, the Contractor shall, prior to the execution of the Contract, furnish both a performance bond and a payment bond to the City, both in the full amount of the bid with a surety company as surety. The purpose of the bonds is to ensure that the Contractor shall faithfully perform all the provisions of this Contract and pay all laborers, mechanics, and subcontractors and materialmen, and all persons who supply such Contractor or subcontractors with provisions and supplies for the carrying on of such work. Such bonds shall provide that any person or persons performing such services or furnishing material to any subcontractor shall have the same right under the provisions of such bond as if such work, services or material was furnished to the original Contractor. In addition, the surety company/companies providing such bonds shall agree to be bound to the laws of the State of Washington, and subjected to the jurisdiction of the State of Washington and the King County Superior Court in any proceeding to enforce the bond. This Contract shall not become effective until said bonds are supplied and approved by the Engineer and filed with the City Clerk.

In the event that the Compensation called for in Section III of this Contract is less than \$35,000.00, which sum shall be determined after the addition of applicable Washington State sales tax, the Contractor may, prior to the execution to this contract and in lieu of the above mentioned bonds, elect to have the City retain 50% of the contract amount for a period of either thirty (30) days after final acceptance, or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

XXI. DEBARMENT. The Contractor must certify that it, and its subcontractors, have not been and are not currently on the Federal or the Washington State Debarment List and if the Contractor or its subcontractors become listed on the Federal or State Debarment List, the City will be notified immediately.

XXII. MISCELLANEOUS PROVISIONS.

A. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Contract, or to exercise any option conferred by this Contract in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

B. Resolution of Disputes and Governing Law.

1. Alternative Dispute Resolution. If a dispute arises from or relates to this Contract or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner



by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon written Contract of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Contract or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

2. **Applicable Law and Jurisdiction.** This Contract shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method as set forth above, in the event any claim, dispute or action arising from or relating to this Contract cannot be submitted to arbitration, then it shall be commenced exclusively in the King County Superior Court or the United States District Court, Western District of Washington as appropriate. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section XVII of this Contract.

C. **Written Notice.** All communications regarding this Contract shall be sent to the parties at the addresses listed on the signature page of the Contract, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Contract or such other address as may be hereafter specified in writing.

D. **Assignment.** Any assignment of this Contract by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Contract shall continue in full force and effect and no further assignment shall be made without additional written consent.

E. **Modification.** No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by a duly authorized representative of the City and Contractor.

F. **Compliance with Laws.** The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by this Contract or accruing out of the performance of those operations.

G. **Counterparts.** This Contract may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Contract.



H. Business License. Contractor shall comply with the provisions of Title 5 Chapter 5.04 of the Des Moines Municipal Code.

I. Records Retention and Audit. During the progress of the Work and for a period not less than three (3) years from the date of completion of the Work or for the retention period required by law, whichever is greater, records and accounts pertaining to the Work and accounting therefore are to be kept available by the Parties for inspection and audit by representatives of the Parties and copies of all records, accounts, documents, or other data pertaining to the Work shall be furnished upon request. Records and accounts shall be maintained in accordance with applicable state law and regulations.

J. Entire Contract. The written provisions and terms of this Contract, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Contract. All of the above documents are hereby made a part of this Contract. However, should any language in any of the Exhibits to this Contract conflict with any language contained in this Contract, then the order of precedence shall be in accordance with Section I c of this Contract.

K. Severability. If any one or more sections, sub-sections, or sentences of this Contract are held to be unconstitutional or invalid, that decision shall not affect the validity of the remaining portion of this Contract and the remainder shall remain in full force and effect.



IN WITNESS, the parties below execute this Contract, which shall become effective on the last date entered below.

CONTRACTOR:	CITY OF DES MOINES:
By: _____ (signature)	By: _____ (signature)
Print Name: _____	Print Name: <u>Anthony A. Piasecki</u>
Its _____ (Title)	Its <u>City Manager</u> (Title)
DATE: _____	DATE: _____
	Approved as to Form: _____ City Attorney DATE: _____

NOTICES TO BE SENT TO:	NOTICES TO BE SENT TO:
CONTRACTOR:	CITY OF DES MOINES:
Lee Schelley Argosy Construction Co. Inc. P O Box 628 Carnation, WA 98014 (425) 444-3661 (telephone) (425) 549-0240 (facsimile)	Scott J. Romano City of Des Moines 21650 11 th Avenue South Des Moines, WA 98198 (206) 870-6539 (telephone) (206) 870-6596 (facsimile)

As Directed by the Des Moines City Council
in Open Public Meeting on _____.

PUBLIC WORKS PAYMENT BOND

to City of Des Moines, WA

Bond No. _____

The City of Des Moines, Washington, (City) has awarded to _____ (Principal), a contract for the construction of the project designated as _____, (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and _____ (Surety), a corporation organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City of Des Moines, in the sum of _____ US Dollars (\$ _____) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 39.08, 39.12, and 60.28 including all workers, laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond shall be executed in four (4) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL

SURETY

Principal Signature _____

Date _____

Surety Signature _____

Date _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Name, address, and telephone of local office/agent of Surety Company is:

PERFORMANCE BOND

to City of Des Moines, WA

Bond No. _____

The City of Des Moines, Washington, (City) has awarded to _____ (Principal), a contract for the construction of the project designated as _____, (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and _____ (Surety), a corporation, organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City of Des Moines, in the sum of _____ US Dollars (\$ _____) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond shall be executed in four (4) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL

SURETY

Principal Signature _____ Date _____ Surety Signature _____ Date _____

Printed Name _____ Printed Name _____

Title _____ Title _____

Name, address, and telephone of local office/agent of Surety Company is:

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General Construction Contract		02/12/2015 Bid Date 2:00 PM Bid Time			
Bid Tabulations:		Base Bid	Bid Alt #1, Painting	Bid Proposal	Addendums acknowledged?
No.	Contractor Name				Bid Deposit or Bond
1	ARGOSY CONSTRUCTION CO. INC.	\$ 69,806.25	\$ 4,489.50	X	X
2	NORTHERN PACIFIC CONSTRUCTION	\$ 71,941.50	\$ 4,927.50	X	X
3	ROD McCONKEY CONSTRUCTION	\$ 81,030.00	\$ 2,956.50	X	X
4	PAR-TECH CONSTRUCTION, INC.	\$ 114,537.00	\$ 1,423.50	X	X
5					
6					
7					
8					
9					
10					
11					
12					
Estimate		\$ 94,063	\$ 6,493		
		\$ 24,257	\$ 2,004		

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DAVID A. CLARK ARCHITECTS, PLLC

City of Des Moines

2015 Des Moines Beach Park Restroom & Picnic Shelter Tree Damage Repair Project

Project Number 506.200.040.518.30.48.67

Memorandum for the Record

February 18, 2015

To: Scott Romano, Project Manager

Fr: Dave Clark
Project Architect

Re: Reference Checks
Argosy Construction, Inc.

I checked references and background on Argosy Construction, the apparent low bidder for the above referenced project.

Executive Summary:

- Banking information: Fair financials, no apparent issues
- Insurance & Bonding: First bond issued, but has good limits
- Credit check: Did not check due to expense.
- State regulatory agencies: Checked, L&I, DOR: No issues
- Project references: I have knowledge and experience with this contractor for 30 plus years.
- History: Small Washington company just entering into the public arena.
- **Recommendation: We believe Argosy Construction is a responsible and responsive bidder. As such, we recommend Argosy Construction be awarded the project as the lowest qualified bidder.**
- **Alternates: As Argosy's bid amount and alternate bids were reasonable, we recommend acceptance of the one bid alternate, painting.**

Banking:

Argosy Construction has accounts with one bank:

Bank of America:

Average daily balance over past two months: Low to mid five figures
NSF checks in past year: None
Customer since mid before 2000
Unknown if any garnishments are on file.

Bonding & Insurance: Valley Insurance Agency, Insko insurance Services

Wrote the bid and will write the performance bond, also handles their general and commercial insurance. This is their first bonded project, although they have done other municipal and commercial projects. They have a \$500,000 bond limit. IIS has no problems with Argosy, but this is their first bond. Argosy is an excellent company since early 80's, doing commercial and

33017 134th AVENUE SE, AUBURN, WA 98092-8519 . TEL: 253.351.8877 . FAX 253.804.6566 . WWW.CLARK-ARCHITECTS.COM



Reference Check Summary
 Des Moines Beach Park Restroom and Picnic Shelter Repair project
 Page 2
 February 18, 2015

residential projects. They have had one small attachments to their General Construction state bond, and it was resolved. They didn't believe they have had any recent auto accident claim. They are a great account.

State of Washington:

Labor and Industries: Contractor's License number ARGOSCC051M6
 UBI number 601-623-667
 Bonds current, no tax deficiencies.

Employment Securities Department:
 Does not disclose information

Department of Revenue:
 The company is not listed on the Department of Revenue delinquent tax list.

Verbal References:

Argosy Construction:

Talked with Lee Schelley (President and estimator): Most of their projects in the past have been residential, but they do a fair amount of commercial and have done some small municipal projects. Crew size varies depending on job location. They do carpentry work with their own forces.

Reference: Project: Boeing Employees Tennis Center

Project was a difficult ADA remodel of the tennis center's locker rooms, and was very successful. There was significant rot and damage discovered during demolition and the change orders were fair and appropriate. Lee responded and kept his subcontractors in line. He was at the site and ran the crew, working around the public and staff. Overall this was a positive project.

Reference #2: Dave Clark

I have known Argosy Construction and Lee Schelley since 1981, and have watched his company evolve from a landscape contractor to a good residential contractor to commercial work. He has been moving into commercial and municipal work since 2012. Argosy framed my residence in 2005 and did an excellent job. As a small contractor he will have trouble navigating the maze of public works paperwork. Aside from that issue, I have no concern with Argosy construction.

In closing, it appears that Argosy Construction is a good small contractor that is venturing into municipal projects. As a small contractor he will have trouble navigating the maze of public works paperwork, but he is aware of this and has taken steps to better understand the process. Staff and the Architect will have to spend more time ensuring he is in compliance, but not excessively so. I recommend council accept their bid for this project.

Respectfully submitted for the record.

Dave Clark AIA, LEED AP
 Project Architect

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT:
Annual Multi City Human Services Funding
Program

FOR AGENDA OF: March 5, 2015

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

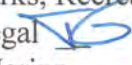
DATE SUBMITTED: February 2, 2015

ATTACHMENTS:

1. Exhibit A to Memorandum of Understanding
between the Cities- Calendar Year 2015
2. 2003 Memorandum of Understanding

CLEARANCES:

[X] Parks, Recreation & Senior Services 

[X] Legal 

[NA] Marina _____

[NA] Planning, Building & Public Works _____

[NA] Police _____

[NA] Courts _____

**APPROVED BY THE CITY MANAGER
FOR SUBMITTAL:** 

Purpose and Recommendation

The purpose of this agenda item is to seek City Council authorization of the 2015 Joint Human Services Funding Program Agreement between the Cities of Auburn, Burien, Covington, Des Moines, Federal Way, Renton, SeaTac, and Tukwila for planning, funding and continuation of a Joint Human Services Application and Funding Program.

Suggested Motion

"I move to approve Exhibit A for 2015 Des Moines' planning, funding and implementation of a joint human services application and funding program as provided in the 2003 Memorandum of Understanding for the Joint Human Services Funding Program between the Cities of Auburn, Burien, Covington, Des Moines, Federal Way, Renton, SeaTac, and Tukwila (Attachment 2), substantially in the form as submitted."

Background

In 2003, the Cities of Auburn, Burien, Covington, Des Moines, Federal Way, Kent, Renton, SeaTac and Tukwila began making the most efficient use of their limited resources by streamlining the funding

process with the implementation of the Joint Human Services Funding Program in order to provide services for residents.

The Joint Human Services Funding Program was created by execution of the Memorandum of Understanding in 2003 between the above-listed cities to allow for selected King County human service providers to submit one application for funding, one invoice for payment, and one quarterly report of performance measures and specific city demographics as opposed to completing individual applications, invoice requests and quarterly reports for each city.

Des Moines participates in this process through annual approval of Exhibit A (Attachment A) to the 2003 MOU (Attachment 2). The City may terminate its participation with 30 days written notice but remains responsible for its funding responsibilities through the end of the calendar year.

Discussion

The 2003 MOU for Joint Human Services Funding Program consolidates the human services funding process. This results in a more efficient use of government resources and human service provider staffing and resources. The processing of fewer annual quarterly payment invoices and quarterly agency performance and demographic report forms saves significant staff time. The 2015 Exhibit A includes ten human service providers; however, not all of the programs receive Des Moines funds. Based on City of Des Moines' 2015 budget, the programs receiving funds from Des Moines are:

Crisis Clinic (Telephone Referral, 211 & Teen Link)	\$ 5,600.00
DAWN- (Continuum of Housing)	\$ 5,000.00
DAWN- (Community Advocacy)	\$ 1,250.00
HealthPoint (Medical and Dental)	\$ 12,750.00
King Co. Sexual Assault Resource Center	\$ 4,200.00
Multi-Service Center Emergency Housing	\$ 3,000.00
Senior Services (Meals on Wheels and Senior Shuttle)	<u>\$ 4,800.00</u>
Total:	\$36, 600.00

Alternatives

City Council can choose to have the Des Moines Senior Services Manager Sue Padden manage all seventeen of the 2015 human services agency contracts and payments.

Financial Impact

There is no additional cost for the 2015 Exhibit A to the 2003 MOU for Joint Human Services Funding Program between the Cities of Auburn, Burien, Covington, Des Moines, Federal Way, Renton, SeaTac, and Tukwila. The amounts have been previously budgeted for the 2015 Budget.

Recommendation/Concurrence

Des Moines Administration and the Des Moines Human Services Advisory Committee recommend that the City Council approve the 2015 Exhibit A to the 2003 MOU for Joint Human Services Funding Program with the Cities of Auburn, Burien, Covington, Federal Way, Renton, SeaTac and Tukwila as attached.

Calendar Year 2015

Exhibit A to Memorandum of Understanding (MOU) between the Cities for planning, funding, and implementation of a joint human services application and funding program.

Name of Nonprofit Agency & Program	Participating Cities	Funding
Catholic Community Services for Emergency Assistance	Federal Way - Lead City	\$ 11,209
Federal Way funding pending	Covington	8,500
	Burien	13,500
	Renton	11,600
	SeaTac	13,200
	TOTAL	\$ 58,009
Catholic Community Services for Volunteer Chore Services	Federal Way - Lead City	\$ 7,460
Federal Way funding pending	Auburn	3,000
	Covington	3,150
	Renton	5,000
	SeaTac	6,000
	TOTAL	\$ 24,610
Child Care Resources for Education & Provider Improvements	Burien - Lead City	\$ 5,000
	Covington	3,545
	Renton	5,034
	SeaTac	5,309
	Tukwila	5,000
	TOTAL	\$ 23,888
Crisis Clinic for crisis line and 2-1-1		
2-1-1 \$1,000; crisis line \$1,000	Auburn - Lead City	2,000
2-1-1 \$8,500; crisis line None	Burien	8,500
2-1-1 \$5,000; crisis line \$2,500	Covington	7,500
2-1-1 \$2,600; crisis line \$2,500	Des Moines	5,100
2-1-1 \$7,460; crisis line \$3,000	Federal Way funding pending	10,460
2-1-1 \$5,000; crisis line \$6,000	Renton	11,000
2-1-1 \$4,500; crisis line \$2,500	SeaTac	7,000
2-1-1 \$1,500; crisis line \$2,620	Tukwila	4,120
	TOTAL	\$ 55,680

Calendar Year 2015

Exhibit A to Memorandum of Understanding (MOU) between the Cities for planning, funding, and implementation of a joint human services application and funding program.

Name of Nonprofit Agency & Program	Participating Cities	Funding
Crisis Clinic for Teen Link	Auburn - Lead City	1,000
	Burien	1,000
	Covington	2,700
	Des Moines	500
Federal Way funding pending	Federal Way	3,000
	Renton	5,000
	SeaTac	2,500
	Tukwila	1,500
	TOTAL \$	17,200
Domestic Abuse Women's Network (DAWN) for Community Advocacy Program (CAP)/Crisis Line	Covington - Lead City	\$ 2,000
	Burien	2,500
	Des Moines	1,250
Federal Way funding pending	Federal Way	4,128
	Renton	8,500
	SeaTac	4,000
	Tukwila	4,000
	TOTAL \$	26,378
Domestic Abuse Women's Network (DAWN) for Transitional Housing (Shelter)	Covington - Lead City	\$ 6,000
	Auburn	10,000
	Burien	\$ 8,000
	Des Moines	5,000
Federal Way funding pending	Federal Way	8,293
	Renton	19,000
	SeaTac	8,000
	Tukwila	7,000
	TOTAL \$	71,293
Dynamic Partners/Children's Therapy Center for Children with Special Needs	Tukwila - Lead City	\$ 6,750
	Auburn	10,000
	Burien	6,000
	Covington	10,000
Federal Way funding pending	Federal Way	8,293
	SeaTac	13,000
	TOTAL \$	54,043
HealthPoint - DENTAL	Covington - Lead City	\$ 5,000
	Des Moines	5,500
Federal Way funding pending	Federal Way	20,936
	Renton	5,000
	SeaTac	14,000
	Tukwila	4,550
	DENTAL TOTAL \$	54,986

Calendar Year 2015

Exhibit A to Memorandum of Understanding (MOU) between the Cities for planning, funding, and implementation of a joint human services application and funding program.

Name of Nonprofit Agency & Program	Participating Cities	Funding
HealthPoint - MEDICAL	Covington - Lead City	\$ 5,000
	Burien	10,000
	Des Moines	7,250
Federal Way funding pending	Federal Way	12,458
	Renton	28,350
	SeaTac	47,000
	Tukwila	5,000
	MEDICAL TOTAL	\$ 115,058
King County Sexual Assault Resource Center (KCSARC) for Comprehensive Sexual Assault Services	Covington - Lead City	\$ 5,156
	Auburn	22,500
	Burien	7,500
	Renton	31,982
	Des Moines	4,200
Federal Way funding pending	Federal Way	25,000
	SeaTac	8,100
	Tukwila	8,300
	TOTAL	\$ 112,738
Multi-Service Center for Emergency Shelter and Transitional Housing	Burien - Lead City	4,500
	Auburn	8,000
	Des Moines	3,000
Federal Way funding pending	Federal Way	31,617
	Renton	8,000
	SeaTac	8,000
	Tukwila	4,000
	TOTAL	\$ 67,117
Senior Services for Meals on Wheels	Renton - Lead City	\$ 10,000
	Auburn	7,000
	Burien	5,500
	Des Moines	3,800
Federal Way funding pending	Federal Way	8,293
	SeaTac	12,100
	Tukwila	7,079
	TOTAL	\$ 53,772
Senior Services for Volunteer Transportation Services and Hyde/Senior Shuttles	Renton - Lead City	\$ 18,939
	Auburn	5,000
	Burien (Sr. Shuttle)	2,000
	Des Moines (Sr. Shuttle)	1,000
Federal Way funding pending	Federal Way	8,293
	SeaTac	3,835
	Tukwila	2,048
	TOTAL	\$ 41,115

Calendar Year 2015

Exhibit A to Memorandum of Understanding (MOU) between the Cities for planning, funding, and implementation of a joint human services application and funding program.

Name of Nonprofit Agency & Program	Participating Cities	Funding
YWCA - Adult DV Services Federal Way funding pending	Renton - Lead City	\$ 5,000
	Auburn	20,000
	Covington	10,000
	Federal Way	4,128
	Tukwila	5,000
	ADULT TOTAL	\$ 44,128
YWCA - Children's DV Services Federal Way funding pending	Renton - Lead City	\$ 8,473
	Auburn	5,000
	Burien	8,000
	Federal Way	4,128
	Tukwila	4,326
	CHILDREN TOTAL	\$ 29,927
<u>Summary of Lead Cities:</u> Auburn: Crisis Clinic - 2-1-1 & crisis line Crisis Clinic - Teen Link Burien: Childcare Resources - Education & Provider Multi-Service Center -Emergency Housing Covington: DAWN - DV Advocacy/Crisis Line DAWN - Shelter HealthPoint - Dental HealthPoint- Medical KSCARC Federal Way: CCS - Emergency Assistance CCS - Volunteer Chore Services Renton: Senior Services - Meals on Wheels Senior Services - Volunteer Transportation YWCA - Adult DV Services YWCA - Children's DV Services Tukwila: Dynamic Partners/Children's Therapy Center		

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITIES OF AUBURN, BURIEEN, DES MOINES,
FEDERAL WAY, KENT, RENTON, SEATAC, AND
TUKWILA FOR PLANNING, FUNDING, AND
IMPLEMENTATION OF A JOINT HUMAN
SERVICES APPLICATION AND FUNDING
PROGRAM.

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into pursuant to Chapter 39.34 RCW by the Cities of Auburn, Burien, Des Moines, Federal Way, Kent, Renton, SeaTac, and Tukwila, Washington hereinafter referred to as "Cities", to provide for planning, funding, and implementation of a joint human services application and funding program.

WHEREAS, the Cities engage in activities which support human service providers in King County; and

WHEREAS, the parties wish to make the most efficient use of their resources by cooperating to provide funding to support human service providers in south King County; and

WHEREAS, through the Interlocal Cooperation Act, the parties have the authority to engage in cooperative efforts which result in more efficient use of Government resources; and

NOW THEREFORE, and in consideration of the terms, conditions and performances made herein, it is agreed as follows:

1. Purpose of MOU: The purpose of the MOU is the set up a cooperative arrangement between the Cities to consolidate the human services application and funding process. Four nonprofit human services agencies, commonly funded by many of the Cities, have been designated by the Cities for calendar year 2003. Nonprofit agencies may be added or deleted each year as determined by the Cities for the cooperative program.

2. Joint Participation.

a) Lead City. A Lead City will be designated by the Cities for each Nonprofit Agency, as shown in Exhibit A, to act as the fiscal and administrative agent for the Cities for that Nonprofit Agency. A Lead City is usually established by the amount of funding and/or support to the particular Nonprofit Agency. The responsibilities of the Lead City are described in Section 4.

b) Participating City. A Participating City is a city participating in the cooperative funding of a Nonprofit Agency, who is not a Lead City. Participating Cities for each Nonprofit Agency are identified in Exhibit A. A Participating City shall review quarterly reports from the Nonprofit Agency.

If a Participating City becomes concerned with a Nonprofit Agency's services, it will promptly notify the Lead City. If a Participating City determines that a Nonprofit Agency is not performing satisfactorily for their city, the Participating City reserves the right to request the Lead City to withhold payments to the Nonprofit Agency for their share of funding. In the event that a claim or lawsuit is initiated by a Nonprofit Agency against any City for withholding payment, the City requesting the withholding of payment shall be responsible for settling or defending the claim or lawsuit. In addition, in the event of any settlement of or judgment on the claim or lawsuit, the City requesting that payment be withheld shall be fully responsible for the payment of such settlement of judgment and shall indemnify, defend, and hold harmless the other Cities for such settlement or lawsuit.

- c) Nonprofit Agency. For calendar year 2003, the Cities identified and agreed that they will coordinate to consolidate the human services application and funding process for the following four Nonprofit Agencies: Crisis Clinic, King County Sexual Assault Resource Center, Community Health Center, and the Part-Time Domestic Violence Planner through the King County Coalition Against Domestic Violence. Nonprofit Agencies may be added or deleted each year as determined by the Cities for the cooperative program.

3. Funding Arrangement.

- a) Allocation. Each Participating City shall provide to the Lead City no later than March 31st of each year, the total annual funding allocation approved by their City Councils for the Nonprofit Agency, as described in Exhibit A. No administrative costs shall be imposed by the Lead City to the other Participating Cities. Exhibit A will be updated each year to show the Nonprofit Agencies, Lead Cities, Participating Cities, and funding amounts for that calendar year. *{For City of Des Moines only, the last sentence of this paragraph was changed to read: "Exhibit A will be updated each year by approval of amendment to this agreement to show the Nonprofit Agencies, Lead Cities, Participating Cities, and funding amounts for that calendar year."}*
- b) Return of Unspent Funds. Any monies that the Nonprofit Agency(s) does not spend during the calendar year shall be proportionately returned to each Participating City. On or before March 31st of the next calendar year the Lead City will provide the unspent funds to each Participating City.

4. Responsibilities of Lead City. A Lead City has been designated to act as the fiscal and administrative agent for the Cities for each Nonprofit Agency, as shown in Exhibit A. The responsibilities of the Lead City shall include the following:

- a) Send an invoice to each Participating City by January 30th of each year for their annual approved allocation to the Nonprofit Agency.

- b) Contract with the Nonprofit Agency each year, for the total funding allocated by the Participating Cities, detailing performance measures to be performed by the Nonprofit Agency for each City.
- c) Receive, review, and process the quarterly invoices and reports from the Nonprofit Agency. Quarterly reports shall describe services provided specifically to each City. Disputes regarding billings will be resolved among the Participating Cities.
- d) Provide copies of quarterly reports to the Participating Cities, if the reports are not provided directly by the Nonprofit Agency.
- e) Provide the Nonprofit Agency with a funding application and technical assistance as required.
- f) Perform an annual monitoring visit of the Nonprofit Agency, to include the participation of another Participating City.
- g) Maintain accounts and records which properly reflect transactions related to this MOU.

5. Duration. This MOU shall become effective when it is approved by a majority of the Cities and shall remain in effect through December 31, 2003, with automatic extensions annually, unless terminated as described in section 6.

6. Termination. Any party may terminate its participation in the MOU without cause by giving the other Cities a thirty day written notice. The terminating party shall remain fully responsible for meeting its funding responsibilities and other obligations established by this MOU through the end of the calendar year in which such notice is given.

7. Notices. Notices to the Cities shall be sent to the following persons:

City	Contact
Auburn	Planner, currently Shirley Aird
Burien	Management Analyst, currently Lori Fleming
Des Moines	Senior Services Manager, currently Sue Padden
Federal Way	Human Services Manager, currently Lydia Assefa-Dawson
Kent	Human Services Manager, currently Katherin Johnson
Renton	Contract Specialist, currently Dianne Utecht
SeaTac	Senior Project Coordinator, currently Soraya Lowry
Tukwila	Human Services Manager, currently Evelyn Boykan

8. Indemnification.

Each City agrees to indemnify the other Cities from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of such City, the City's employees,

affiliated corporations, officers, and lower tier subcontractors in connection with this MOU.

Each City hereby waives its immunity under Title 51 of the Revised Code of Washington for claims of any type brought by any City agent or employee against the other Cities. This waiver is specifically negotiated by the parties and a portion of the City's payment hereunder is expressly made the consideration for this waiver.

9. Insurance. Each City shall procure and maintain in full force throughout the duration of the Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000.00 per occurrence/aggregate for personal injury and property damage. In the event that a City is a member of a pool of self-insured cities, the City shall provide proof of such membership in lieu of the insurance requirement above. Such self insurance shall provide coverage equal to or greater that required of non-self insurance pool member Cities.

10. Oversight Committee. This Agreement shall be managed by an Oversight Committee made up of one representative of each City. The representative of each City shall be that person designated in section 7 of this Agreement. The Oversight Committee shall meet at least annually to discuss the terms of the Agreement and manage the services provided pursuant to the Agreement.

11. Applicable Law; Venue; Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

12. Counterparts. This document may be executed in any number of counterparts, each one which shall be considered an original.

IN WITNESS WHEREOF, the undersigned have entered into this MOU as of this _____ day of _____, 2003.

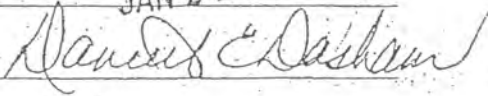
IN WITNESS WHEREOF, the undersigned have entered into this MOU as of this
21st day of January, 2003.

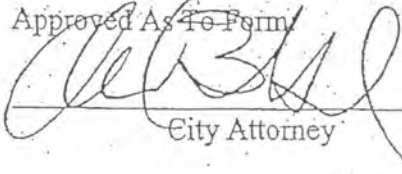
CITY OF AUBURN

By: 

Title: Mayor

Date: JAN 21 2003

Attest: 

Approved As To Form 

City Attorney

Joint Human Services Application and Funding MOU
Page 5 of 7

CITY OF BURIEN

By: Darryl P. Long

Title: City Manager

Date: 1-21-03

Attest: _____

Approved As To Form:

[Signature]
City Attorney

CITY OF COVINGTON

By: _____

Title: _____

Date: _____

Attest: _____

Approved As To Form:

City Attorney

CITY OF DES MOINES

By: _____

Title: _____

Date: _____

Attest: _____

Approved As To Form:

City Attorney

CITY OF FEDERAL WAY

By: _____

Title: _____

Date: _____

Attest: _____

Approved As To Form:

City Attorney

Joint Human Services Application and Funding MOU
Page 5 of 7

CITY OF BURIEN

By: _____

Title: _____

Date: _____

Attest: _____

Approved As To Form: _____

City Attorney

CITY OF COVINGTON

By: _____

Title: _____

Date: _____

Attest: _____

Approved As To Form: _____

City Attorney

CITY OF DES MOINES

By: [Signature]Title: City ManagerDate: 1/28/03

Attest: _____

Approved As To Form: _____

[Signature]
City Attorney

CITY OF FEDERAL WAY

By: _____

Title: _____

Date: _____

Attest: _____

Approved As To Form: _____

City Attorney

Joint Human Services Application and Funding MOU
Page 6 of 8

CITY OF FEDERAL WAY

By: [Signature]

Title: CITY MANAGER

Date: 3/26/03

Attest: [Signature]

Approved As To Form:

[Signature]
City Attorney

CITY OF KENT

By: _____

Title: _____

Date: _____

Attest: _____

Approved As To Form:

City Attorney

CITY OF RENTON

By: _____

Title: _____

Date: _____

Attest: _____

Approved As To Form:

City Attorney

CITY OF SEATAC

By: _____

Title: _____

Date: _____

Attest: _____

Approved As To Form:

City Attorney

Joint Human Services Application and Funding MOU
Page 6 of 7

CITY OF KENT

By: Judy Woods

Title: Mayor Pro Tem

Date: 2/4/03

Attest: _____

Approved As To Form: [Signature]

DEPUTY City Attorney

CITY OF RENTON

By: _____

Title: _____

Date: _____

Attest: _____

Approved As To Form: _____

City Attorney

CITY OF SEATAC

By: _____

Title: _____

Date: _____

Attest: _____

Approved As To Form: _____

City Attorney

CITY OF TUKWILA

By: _____

Title: _____

Date: _____

Attest: _____

Approved As To Form: _____

City Attorney

Joint Human Services Application and Funding MOU
Page 4 of 5

Each City hereby waives its immunity under Title 51 of the Revised Code of Washington for claims of any type brought by any City agent or employee against the other Cities. This waiver is specifically negotiated by the parties and a portion of the City's payment hereunder is expressly made the consideration for this waiver.

9. Insurance. Each City shall procure and maintain in full force throughout the duration of the Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000.00 per occurrence/aggregate for personal injury and property damage. In the event that a City is a member of a pool of self-insured cities, the City shall provide proof of such membership in lieu of the insurance requirement above. Such self insurance shall provide coverage equal to or greater that required of non-self insurance pool member Cities.

10. Oversight Committee. This Agreement shall be managed by an Oversight Committee made up of one representative of each City. The representative of each City shall be that person designated in section 7 of this Agreement. The Oversight Committee shall meet at least annually to discuss the terms of the Agreement and manage the services provided pursuant to the Agreement.

11. Applicable Law; Venue; Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

IN WITNESS WHEREOF, the undersigned have entered into this MOU as of this 3rd day of February, 2003.

CITY OF RENTON

By: Jesse Tanner

Jesse Tanner

Title: Mayor

Date: 2-3-2003

Attest: Bonnie I. Walton

City Clerk, Bonnie I. Walton

Approved As To Form:

Lawrence J. Warner

City Attorney

Joint Human Services Application and Funding MOU
Page 6 of 7

CITY OF KENT

By: _____

Approved As To Form: _____

Title: _____

City Attorney

Date: _____

Attest: _____

CITY OF RENTON

By: _____

Approved As To Form: _____

Title: _____

City Attorney

Date: _____

Attest: _____

CITY OF SEATAC

By: Bruce Rayburn

Approved As To Form: _____

Bruce Rayburn, City Manager

Title: _____

John L. McAdams
City Attorney

Date: 3/3/03

Attest: _____

CITY OF TUKWILA

By: _____

Approved As To Form: _____

Title: _____

City Attorney

Date: _____

Attest: _____

Joint Human Services Application and Funding MOU
Page 6 of 7

CITY OF KENT

By: _____

Title: _____

Date: _____

Attest: _____

Approved As To Form: _____

City Attorney

CITY OF RENTON

By: _____

Title: _____

Date: _____

Attest: _____

Approved As To Form: _____

City Attorney

CITY OF SEATAC

By: _____

Title: _____

Date: _____

Attest: _____

Approved As To Form: _____

City Attorney

CITY OF TUKWILA

By: Shawn Mullett

Title: Mayor

Date: 1/16/03

Attest: Jane E. Cantor
City Clerk

Approved As To Form: _____

[Signature]
City Attorney

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: General Employees Compensation

FOR AGENDA OF: March 5, 2015

ATTACHMENTS:

1. Draft Resolution No. 15-024

DEPT. OF ORIGIN: Human Resources

DATE SUBMITTED: February 25, 2015

CLEARANCES:

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

APPROVED BY CITY MANAGER
FOR SUBMITTAL [Signature]

Purpose and Recommendation

The purpose of this agenda item is to seek City Council approval of the proposed 2014-2016 General Employees Compensation Resolution. It is recommended that the City Council pass Resolution No. 15-024 providing wage increases and benefit adjustments for General Employees.

Suggested Motion

Motion: "I move to adopt Draft Resolution No. 15-024 to provide wage increases and benefit adjustments for the City of Des Moines General Employees effective January 1, 2014 to December 31, 2016."

Background

The City's General Employees group consists of all regular employees other than those who are exempt from overtime compensation and those who are represented by a labor organization. Although the City

and representatives of the General Employees had numerous discussions regarding wages, hours and working conditions over the last 18 months, they were unable to reach an agreement.

Discussion

The City's General Employees are not represented by a labor union/organization. Pursuant to DMMC 2.12.10, the City treats non-represented employees in equity to those represented by a labor union. Therefore staff recommends adopting this resolution, which provides equity to the terms of the collective bargaining agreement with the Teamsters.

Alternatives

Council may reject the proposed Compensation Resolution and direct staff to either discuss the proposal further or make modifications.

Financial Impact

The proposed Compensation Resolution contains provisions for a cost of living adjustment and modest market adjustments to base salaries for 2014, 2015, and 2016. Funds were budgeted to cover these costs for 2015. It also calls for employees to begin paying a higher share of the premiums for their medical insurance beginning in 2015. The 2015 budget did not include revenue coming from employees for the higher share of the premium; therefore, this will be a net decrease in the City's medical insurance costs.

Recommendation or Conclusion

Staff recommends approval of the proposed General Employees Compensation Resolution as it contains only those changes and compromises authorized by the Council.

CITY ATTORNEY'S FIRST DRAFT 02/24/2015

DRAFT RESOLUTION NO. 15-024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, regarding wages, hours and working conditions for General Employees for the period January 1, 2014, to December 31, 2016.

WHEREAS, the General Employees of the City of Des Moines consists of all regular employees other than those who are exempt from overtime compensation under the Fair Labor Standards Act (FLSA) and those who are represented by a labor organization, and

WHEREAS, the General Employees group therefore excludes department heads and all other employees who are FLSA-exempt, and also excludes those who are represented by International Association of Machinists District 160, Teamsters Local 763, Des Moines Police Guild, and Des Moines Police Management Association, and

WHEREAS, the City Council recently approved a Collective Bargaining Agreement with Teamsters Local Union Number 763 for the period January 1, 2014, to December 31, 2016, and

WHEREAS, the General Employees are non-represented and the City treats non-represented employees in equity to those represented by a labor organization in accordance with DMMC 2.12.10, and

WHEREAS, the City Council has determined that it is in the best interest of the citizens of Des Moines for the City to provide wage increases and benefit adjustments consistent with the Teamsters Agreement; now, therefore,

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

Sec. 1. The City hereby provides the following for its General Employees effective January 1, 2014, and remaining in effect until December 31, 2016. All personnel rules and regulations as may be promulgated according to DMMC 2.12.100 shall govern unless expressly contrary to this General Employees Compensation Resolution. All provisions of past agreements or

Resolution No. ____
Page 2 of 9

memorandums of understanding (MOU) not modified by this Resolution remain in full force and effect.

Sec. 2. Salaries and wages.

(1) 2014 COLA - 1.4%, plus a market adjustment of 0.5%;

(2) 2015 COLA - 2.0%, plus a market adjustment of 0.5%;

(3) 2016 COLA - 100% of Seattle June 2015 CPI-U, with a minimum of 0.0%, plus a market adjustment of 1.0%.

Sec. 3. Medical, dental, vision benefits.

(1) Regular full-time and regular part-time employees whose positions are budgeted for thirty (30) or more hours per week shall be eligible to participate in the City's health insurance plans.

(2) Premiums shall be paid by the City on behalf of all full-time employees and on behalf of all part-time employees budgeted for thirty (30) or more hours per week according to the following schedule:

(a) Effective January 1, 2014, through December 31, 2014, the City will pay one-hundred percent (100%) of eligible employee's premium and ninety (90%) of the spouse and dependents' premiums for the following Association of Washington Cities health insurance plans:

(i) HealthFirst;

(ii) High Deductible Health Plan;

(iii) Group Health Cooperative Copay Plan 2 - \$10 Copay Plan.

(b) Effective January 1, 2015, through December 1, 2015, the City will pay ninety-five percent (95%) of eligible employee's premium and eighty-five percent (85%) of the spouse and dependents' premiums for the following Association of Washington Cities health insurance plans:

Resolution No. ____
Page 3 of 9

(i) HealthFirst;

(ii) Group Health Cooperative Copay Plan 2 - \$10 Copay Plan.

(c) Effective January 1, 2016, through December 31, 2016, the City will pay ninety percent (90%) of eligible employee's premium and eighty percent (80%) of the spouse and dependents' premiums for the following Association of Washington Cities health insurance plans:

(i) HealthFirst;

(ii) Group Health Cooperative Copay Plan 2 - \$10 Copay Plan.

(d) For employees who select the High Deductible Health Plan for 2014, the City will provide an annual City contribution to a Health Savings Account (HSA) as follows:

(i) Employee only: \$2,250;

(ii) Employee plus dependent(s): \$4,500.

(e) Effective January 1, 2015, through December 31, 2016, the City will pay one-hundred percent (100%) of eligible employee's premium and ninety percent (90%) of the spouse and dependents' premiums for the Association of Washington Cities High Deductible Health Plans.

(i) For employees who select a High Deductible Plan for 2015 and 2016, the City will provide a notional Health Reimbursement Arrangement (HRA) of \$1,500 for employee only coverage or \$3,000 for any family coverage. The City will fund the notional HRA by preloading a benefits debit card for each employee on an annual basis. For new hire employees, notional HRA funding will be prorated based on the number of months covered for the remainder of the calendar year.

(ii) Once the deductible has been met, and the employee has also paid coinsurance costs \$1,500 above and beyond the deductible for employee only coverage, or \$3,000

Resolution No. ____

Page 4 of 9

above and beyond the deductible for any family coverage, the City will pay any further coinsurance costs which apply to the employee's annual out-of-pocket limit.

(iii) Any unused balance in the notional HRA will be rolled into the employee's HRA VEBA account in April of the following year.

(f) Effective January 1, 2014, through December 31, 2016, the City will pay one-hundred percent (100%) of eligible employee's, spouse, and dependents premiums for the Association of Washington Cities Plan F dental plan and Plan II orthodontia plan.

(g) Effective January 1, 2014, through December 31, 2016, the City will pay one-hundred percent (100%) of eligible employee's, spouse, and dependents premiums for the Association of Washington Cities Full Family-\$25 deductible Vision Service Plan (VSP).

(h) For employees who select the HealthFirst plan or the Group Health Cooperative Copay Plan 2 - \$10 Copay Plan, the City shall provide a Health Reimbursement Arrangement (HRA) through HRA VEBA, with the following annual contributions from the City:

(i) Employee only: \$580;

(ii) Employee plus dependent(s): \$1,130.

For new hire employees, HRA VEBA funding will be prorated based on the number of months covered for the remainder of the calendar year.

(i) Should the City voluntarily agree to a higher HRA or HSA amount with any other employee group, the General Employees shall receive the same amount(s). This provision shall not apply to any HRA or HSA amounts imposed on the Employer as a result of any arbitration or court decision.

Sec. 4. Employees with a sick leave balance of at least two-hundred (200) hours at the beginning of a calendar year, who use less than twenty-four (24) hours of sick leave in

Resolution No. ____

Page 5 of 9

that calendar year shall, in February of the following year, have twelve (12) hours of their sick leave balance cashed and deposited into their 457 Plan.

Sec. 5. Shared leave. The City's Shared Leave Program shall be changed to be as follows:

(1) Employees shall be eligible to receive up to three-hundred and twenty (320) hours of shared leave in any twelve (12) month period.

(2) The definition of serious health condition shall be the same as that in the Federal Family and Medical Leave Act as currently is or as it may be amended.

(3) Immediate family member shall mean the employee's spouse/domestic partner, child, adopted child, foster child, or stepchild living with the employee, or parent (whether living with the employee or not). Exceptions may be granted for other household members for whom the employee is the primary caregiver. Under circumstances where the employee is using shared leave to care for an immediate family member, he or she should make good faith efforts to share these burdens with other family members.

(4) Requests for shared leave shall be submitted by the requesting employee to his/her department director for review and recommendation. The department director shall refer the request, with his or her recommendation for approval or denial to the City Manager. The City Manager shall have final approval authority for granting shared leave. The department director or City Manager may require the employee to submit medical or other appropriate documentation to support requests for shared leave.

(5) The City Manager may permit an employee to receive shared leave under the following circumstances:

(a) The employee suffers from or is caring for an immediate family member who is suffering from a serious health condition, as defined by FMLA, which has caused or is likely to cause the employee to go on leave without pay status or terminate City employment.

Resolution No. ____
Page 6 of 9

(b) The employee's absence and the use of shared leave are justified.

(c) In order to be eligible for shared leave, an employee shall have utilized a minimum of 80 (eighty) hours of his or her own vacation, sick leave, holiday, compensatory time, or unpaid time toward the particular serious health condition or circumstance for which the employee is requesting shared leave. In addition, the employee shall have exhausted all accumulated vacation, holiday and comp time and all but 40 (forty) hours of accumulated sick leave.

(d) The employee has abided by City rules regarding sick leave use both prior to and during shared leave.

(e) To be eligible for receiving shared leave the employee must have contributed a minimum of 8 hours to the shared leave program the last one-month period when such contributions were solicited; however, this requirement may be waived for employees who were not employed by the City when the City last solicited contributions.

(6) Employees eligible for workers' compensation benefits (L&I) are not eligible for this program.

(7) The City Manager shall determine the amount of leave, if any, which an employee may receive. The City Manager may grant up to three-hundred and twenty (320) hours of Shared Leave in a twelve (12) month period. Shared Leave may be used for time off associated with the serious health condition but may not be used for doctor appointments, rehabilitation sessions, etc. associated with the same serious health condition after the employee has returned to work.

(8) While an employee is on leave under this program, he or she shall continue to be classified as a City employee and shall receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued sick leave. However, an employee shall not accrue vacation or sick leave while on shared leave. If an employee is able to work part-time under this program, he or she shall receive pro-rated vacation and sick benefits, which must be utilized prior to Shared Leave draw downs. The employee's

Resolution No. ____
 Page 7 of 9

salary rate shall not change as a result of being on Shared Leave nor, under any circumstances, shall the total of the employee's salary and other benefits, including but not limited to state industrial insurance or any other benefit received as a result of payment by the City to an insurer, health care provider, or pension system, exceed the total of salary and benefits which the employee would have received had he or she been in a regular pay status.

(9) The Shared Leave Bank shall be limited to a maximum accrual of 50 hours times the number of full-time City employees, less those who are members of the Des Moines Police Guild and the Des Moines Police Management Association.

(10) The Human Resources Department shall be responsible for accounting for the values of donated and shared leave and the Finance Department shall be responsible for adjusting the accrued leave balances to show the transferred leave.

(11) The Human Resources Department shall monitor the use of shared leave to ensure equivalent treatment for all employees. Inappropriate use or treatment of the shared leave provision may result in the cancellation of the donated leave or use of shared leave. In no event shall any unused shared leave be paid to an employee in the event of leaving City service.

Sec. 6. Holidays. An employee is eligible for a paid holiday if he or she is on paid status during the work day before and the work day after the holiday. Full-time employees shall receive the following holidays off with eight (8) hours of compensation at their regular straight-time hourly rate of pay: New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday following Thanksgiving, and Christmas Day. In addition, employees shall receive 16 hours of floating holiday time, and for all years that Christmas Eve falls on a Monday through Thursday, all City buildings will close at 12:00 p.m. (noon). Regular part-time employees shall receive paid holidays on a prorated basis.

Employees assigned to work New Year's Day and Independence Day shall be paid one and one-half (1½) times their regular rate of hourly pay for all hours actually worked on these days.

Resolution No. ____

Page 8 of 9

Employees assigned to work Thanksgiving Day, Christmas Day, or Christmas Eve Day after 1200 (noon) shall be paid two (2) times their regular rate of hourly pay for all hours actually worked on these days. Full-time employees who are assigned to work any other holiday will receive eight (8) hours holiday pay at the straight time rate, and will also be paid for all hours actually worked on the holiday at the straight time rate their next paycheck. Alternatively, with their supervisor's approval, employees may either schedule holiday hours on another day in the same work week, or add the holiday hours to their floating holiday balance. These hours must be used in the calendar year they are earned and may not be carried over into the next calendar year. For purposes of this provision, holidays shall begin at 0000 hours (midnight) on the night of the holiday and conclude twenty-four (24) hours later at 0000 hours, except Christmas Eve Day which shall begin at 1200 hours (noon) and end at 0000 hours.

In the event the observation of a holiday falls on an employee's regular day off, the employee may receive eight (8) hours of holiday compensation on their next paycheck or, with their supervisor's approval, schedule an alternate day off with eight (8) hours of pay.

Sec. 7. City Hall closures. Should the City Manager, or a designee close City Hall due to inclement weather or related conditions and release non-essential personnel on administrative leave during regular City Hall business hours, then the City shall add an equal amount of time to the vacation balances of each employee covered under this Resolution who is assigned to work during normal City Hall business hours while City Hall is closed.

Sec. 8. Conflicts. Where a conflict exists between the terms of this Resolution and the Des Moines Personnel Manual, this Resolution shall control.

Sec. 9. Ratification and confirmation. Any acts consistent with the authority and prior to the effective date of this Resolution are hereby ratified and confirmed.

Resolution No. ____
Page 9 of 9

ADOPTED 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

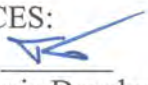
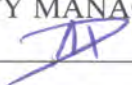
ATTEST:

City Clerk

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Draft Resolution No. 15-037, King County Fire Protection District 39 (South King Fire and Rescue) Proposition No. 1 ATTACHMENTS: 1. Draft Resolution No. 15-037 2. Proposition No. 1 Explanatory Statement	AGENDA OF: March 5, 2015 DEPT. OF ORIGIN: Administration DATE SUBMITTED: February 25, 2015 CLEARANCES: ☒ [X] Legal  ☐ [] Economic Development _____ ☐ [] Finance _____ ☐ [] Marina _____ ☐ [] Parks, Recreation & Senior Services _____ ☐ [] Planning, Building & Public Works _____ ☐ [] Police _____ ☐ [] Courts _____ APPROVED BY CITY MANAGER FOR SUBMITTAL: 
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Purpose and Recommendation:

The purpose of this agenda item is to adopt Draft Resolution No. 15-037 supporting King County Fire Protection District 39 (South King Fire and Rescue) Proposition No. 1 on the April 28, 2015 election ballot.

Suggested Motion

MOTION: “I move to adopt Draft Resolution No. 15-037 supporting King County Fire Protection District 39 (South King Fire and Rescue) Proposition No. 1 entitled “Fire Station, Emergency Response and Firefighter Safety Equipment Improvement General Obligation Bonds - \$53,700,000” on the April 28, 2015 election ballot.

Background:

Citizens have not approved a South King Fire and Rescue bond since the early 1990’s. The population in South King Fire & Rescue is increasing and expected to continue to increase, and District facilities are in need of improvement and rehabilitation to continue to provide 911 emergency services for fire and basic life support.

Discussion:

If approved the bond measure would allow the District to make needed improvements to aging fire stations and facilities including earthquake safety upgrades and roof replacements; modernize technology infrastructure and equipment for firefighting emergency response; construct and equip a new fire station; and modernize fire station exhaust systems and infectious disease decontamination and related areas to current local and federal standards designed to prevent the transmission of disease and cancer causing agents in the stations.

Alternatives:

To not adopt Draft Resolution No. 15-037.

Financial Impact:

The proposed 20 year general obligation bond would cost taxpayers, who own a house valued at \$250,000, approximately \$6.50 a month or \$78 a year.

Recommendation/Conclusion:

None.

CITY ATTORNEY'S FIRST DRAFT 02/25/2015

DRAFT RESOLUTION NO. 15-037

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, supporting King County Fire Protection District No. 39 (South King Fire and Rescue) Proposition No. 1 entitled "Fire Station, Emergency Response, and Firefighter Safety Equipment Improvements General Obligation Bonds - \$53,700,000."

WHEREAS, King County Fire Protection District No. 39 (South King Fire & Rescue) (hereinafter "Fire District") provides Des Moines with fire prevention, fire protection, and emergency medical services, and

WHEREAS, Proposition No. 1 authorizes the Fire District to improve and construct fire stations and facilities, upgrade and acquire fire trucks, ambulances, lifesaving and cardiac response equipment, and firefighter safety and other equipment, modernize technology infrastructure for emergency response and basic life support, and

WHEREAS, Proposition No. 1 authorizes the Fire District to refinance and restructure outstanding limited tax general obligation debt of the District issued to acquire property, fire apparatus, and for other capital purposes of the District, and

WHEREAS, supporting our Fire District is of paramount importance to the health and well-being of our community, and

WHEREAS, the City Council and members of the public have been afforded equal opportunity for expression of opposing views, and

WHEREAS, the City of Des Moines strongly supports the Fire District's continuing efforts to protect the health and well-being of our community; now therefore,

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

The Des Moines City Council urgently calls upon the citizens of the Des Moines' community to support the passage of King County Fire District No. 39's (South King Fire & Rescue) Proposition No. 1 entitled "Fire Station, Emergency Response,

Resolution No. ____
 Page 2 of ____

and Firefighter Safety Equipment Improvements General Obligation
 Bonds - \$53,700,000."

ADOPTED 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

DRAFTRES:

2/25/15 4:52 PM

Explanatory Statement:

Proposition No. 1

Submitted by King County Fire Protection District No. 39 (South King Fire & Rescue), King County, Washington

FIRE STATION, EMERGENCY RESPONSE, AND FIREFIGHTER SAFETY EQUIPMENT IMPROVEMENTS

GENERAL OBLIGATION BONDS - \$53,700,000

The population in South King Fire & Rescue is increasing and expected to continue to increase, and District facilities are in need of improvement and rehabilitation to continue to provide 911 emergency services for fire and basic life support. Proposition 1 allows the District to make needed improvements to aging fire stations and facilities including earthquake safety upgrades and roof replacements; modernize technology infrastructure and equipment for firefighting emergency response; construct and equip a new fire station; and modernize fire station exhaust systems and infectious disease decontamination and related areas to current local and federal standards designed to prevent the transmission of disease and cancer causing agents in the stations. Proposition 1 allows the District to upgrade and acquire fire trucks, aid cars/ambulances, and other equipment for 911 emergency and medical response and other District purposes; acquire lifesaving and cardiac response equipment for patients and up-to-date safety and breathing equipment for firefighters; and improve and acquire equipment to meet current safety standards. Proposition 1 allows the District to refund and restructure outstanding District bonds payable from regular property tax levies, proceeds of which were used to acquire property, fire apparatus, and other capital purposes. The refunding and restructuring will make regular property taxes available for fire prevention, fire protection, emergency medical services, and other District purposes. Proposition 1 would authorize the issuance of \$53,700,000 of general obligation bonds maturing within 20 years and the levy of annual excess property taxes to repay the bonds.

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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: Interlocal Agreement between the City and Des Moines Pool Metropolitan Park District for Master Plan Project Services

FOR AGENDA OF: March 5, 2015

DEPT. OF ORIGIN: Parks, Recreation and Senior Services

ATTACHMENT:

DATE SUBMITTED: February 23, 2015

1) Letter from Des Moines Pool Metropolitan Park District dated February 17, 2015

CLEARANCES:

☒ Legal 6

☐ Finance NA

☐ Marina NA

☒ Parks, Recreation & Senior Services 6

☐ Public Works _____

☐ Police NA

☐ Courts NA

☐ Community Development NA

2) Interlocal Agreement between the City and Des Moines Pool Metropolitan Park District

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

Purpose and Recommendation

The purpose of this agenda item is to request City Council approval of the Interlocal Agreement between the City and Des Moines Pool Metropolitan Park District for City of Des Moines Parks, Recreation and Senior Services Master Plan Project Services.

Motion

Motion: "I move to approve the Interlocal Agreement between the City of Des Moines and the Des Moines Pool Metropolitan Park District for the City of Des Moines to provide Parks, Recreation and Senior Services Master Plan project services effective January 1, 2015 and ending on December 31, 2015, in an amount not to exceed \$25,000, and authorize the City Manager to sign the agreement substantially in the form as submitted."

Background

The Des Moines Pool Metropolitan Park District Board of Directors has asked that the City of Des Moines Parks, Recreation and Senior Services Department assist the District with the development of its 2016-2021 Master Plan based on a scope of services provided as Exhibit A and Exhibit A-2 of the Interlocal Agreement. The District took action to approve the Agreement at its February 16, 2015 Board meeting.

Discussion

The Scope of Work for the City's assistance with the development of the Des Moines Pool Metropolitan Park District's 2016-2021 Master Plan includes work performed by the City of Des Moines Parks, Recreation and Senior Services Director and Administrative Assistant to prepare the Des Moines Pool Metropolitan Park District's Master Plan element; survey instruments to support the Des Moines Pool Metropolitan Park District's Master Plan element; and project materials, supplies, graphics, reproduction and web site construction. Work performed by any hired consultants providing support to the Des Moines Pool Metropolitan Park District's Master Plan element shall be contracted and paid directly by the District.

Alternatives

City Council may deny approval of the Interlocal Agreement.

Financial Impact

The Des Moines Pool Metropolitan Park District will pay the City the direct cost for the work provided by the Parks, Recreation and Senior Services Director and the Parks, Recreation and Senior Services Administrative Assistant and for project materials, supplies, graphics, reproduction and website construction, up to a total of \$25,000.

Recommendation

City Administration and Parks, Recreation and Senior Services recommend City Council approval of the Interlocal Agreement between the City and District.

Concurrence

None Provided.



Des Moines Pool Metropolitan Park District

February 17, 2015

Ms. Patrice Thorell,
Parks, Recreation and Senior Services Director
City of Des Moines
1000 South 220th Street
Des Moines, Washington 98198

Dear Patrice:

Here is a signed copy of the Draft Interlocal Agreement that you sent over several weeks ago. The Des Moines Pool Metropolitan Park District (District) Board of Commissioners (Board) approved it at a special meeting held on Monday, February 16, 2015. It is slightly modified from the draft that you originally sent.

First, it changes the limit of direct costs billable without further approval at \$25,000, up from \$9,000.

Second, it re-attaches the schedule that you originally sent over on October 8, 2014 and re-titles it *Exhibit A-2*. This is not a re-definition or change of intent. Exhibit A anticipates this work and sets the price for it. Many of the items in A-2 are already in progress. Inclusion of the District's Asset Condition Reports as well as the attached survey questions will take care of the balance of the items of substance. The final report form should not be difficult to determine.

Third, the District Board spent considerable energy developing questions considered essential to their needs in the 2016-2021 Master Plan. Inclusion of the list of those questions is the final definition of work that the Board needs to be included in the community survey.

We all want to thank you for your hard work and your patience in conducting this planning effort. We admire your commitment and your spirit of cooperation and collaboration.

With kindest regards,

Rodger L. Bennett
District Manager

Copies: Anthony Piasecki, Des Moines City Manager
DMPMPD Board of Commissioners

PO Box 98711

22015 Marine View Dr S

Des Moines WA 98198

To enhance our community's quality of life by providing access to and promoting participation in aquatics programs

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INTERLOCAL AGREEMENT
For
CITY OF DES MOINES PARKS, RECREATION AND SENIOR SERVICES
MASTER PLAN PROJECT SERVICES
Between
THE CITIES OF DES MOINES & THE DES MOINES POOL METROPOLITAN PARK
DISTRICT

In accordance with the RCW 35A.11.040 and RCW 35.61.130(2) and in conformance with Chapter 39.34 RCW, Interlocal Cooperation Act, the city of Des Moines ("Des Moines"), and Des Moines Pool Metropolitan Park District ("District"), each of which is a Washington Municipal Corporation, hereby enter into the following AGREEMENT:

RECITALS

WHEREAS:

- A. Des Moines and DISTRICT, through their respective City Council and Commission, have declared their intent to create a relationship whereby DISTRICT contracts for City of Des Moines Parks, Recreation and Senior Services Master Plan services from Des Moines.
- B. DISTRICT and Des Moines recognize that the cost savings from shared master planning services greatly outweigh the increased administrative expenses in creating separate master planning processes.
- C. This agreement represents a collaborative effort to share resources by defining the terms and conditions under which the District may use the services of the City staff members and consultants.

NOW, THEREFORE, Des Moines agrees to provide and DISTRICT agrees to pay for master planning services for the benefit of the residents of Des Moines on the following terms and conditions:

I. TERM of AGREEMENT and RENEWAL

- 1.1 Term.** This Agreement shall be valid for a period of one (1) year, commencing on January 1, 2015 and ending on December 31, 2015.
- 1.2 Renewal.** This Agreement may be renewed only by written agreement of the Parties.

II. DUTIES OF THE PARTIES

- 2.1 Duties of Des Moines.** Des Moines shall perform the duties as outlined in Exhibits A and A-2 hereby attached.

2.2 Duties of DISTRICT . DISTRICT shall perform the following duties:

a). Pay the City of Des Moines the direct costs of services provided, not to exceed \$25,000 without prior written approval by the District. All payments and billings will be handled through the City of Des Moines and will be due within 30 days of receiving an invoice.

III. COST OF SERVICES & PAYMENT

3.1 Cost Basis: District shall pay City for providing services under this agreement as follows:

a). Parks Recreation and Senior Services Director. Hourly rate of \$135.83. The Director will provide the District with a monthly report identifying the services provided to the District.

3.2 b). Parks Recreation and Senior Services Administrative Assistant. Hourly rate of \$61.86. The Administrative Assistant will provide the District with a monthly report identifying the services provided to the District.

c). Cost of Consultant fees for any work requested of and provided for the District.

IV. Administration

The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

The City of Des Moines's representative shall be Anthony Piasecki, City Manager, or his designee.

The DISTRICT's representative shall be Rodger Bennett, District Manager, or his/her designee.

5. Indemnification.

Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself, its employees and its agents. Each party shall be responsible for its own negligence; neither party shall indemnify nor hold the other party harmless.

6. Actions Contesting Agreement. Each party shall appear and defend any action or legal proceeding brought to determine or contest: (i) the validity of this Agreement and/or (ii) the legal authority of District and/or Des Moines to undertake the activities contemplated by this Agreement. If both parties to this Agreement are not named as parties to the action, the party named shall give the other party prompt notice of the action and provide the other an opportunity to intervene. Each party shall bear any costs and expenses taxed by the court against it; any costs and expenses assessed by a court against both parties jointly shall be shared equally.

7. Independent Contractor. Each party to this Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make any employee of DISTRICT a Des Moines' employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded Des Moines' employees by virtue of their employment. Nothing in this Agreement shall make any employee of Des Moines a DISTRICT employee for any purpose, including but not limited to for withholding taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded DISTRICT employees by virtue of their employment. At all times pertinent hereto, employees of Des Moines are acting as Des Moines employees and employees of DISTRICT are acting as DISTRICT employees.

8. Notice. Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent by certified or registered mail, return receipt requested, addressed as follows, or to such other address as may be designated by the addressee by written notice to the other party:

To Des Moines: Anthony Piasecki, City Manager
City of Des Moines
21630 11th Avenue South
Des Moines, WA 98198

To DISTRICT: Rodger Bennett, District Manager
22015 Marine View Drive South
P.O. Box 98711
Des Moines, WA 98198

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

Draft Interlocal Agreement 12-22-14
Page 4

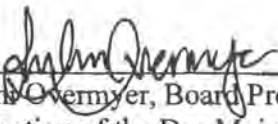
V. MISCELLANEOUS PROVISIONS

- 4.1 Effective Date.** This Agreement shall be effective upon ratification by resolution of the respective governing bodies and execution by the Chief Executive Officer of each of the Parties.
- 4.2 Amendment.** This Agreement may be amended only upon consent of the Parties hereto. Any amendment hereto shall be in writing and shall be ratified and executed by the Parties in the same manner in which it was originally adopted.
- 4.3 Waiver.** The waiver by any party of any breach of any term, covenant, or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same term, covenant, or condition of this Agreement.
- 4.4 Entire Agreement.** This Agreement represents the entire understanding of the Parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.
- 4.5 Counterparts.** This Agreement shall be effective whether signed by the Parties on the same document..

EXECUTED and APPROVED by the Parties in identical counterparts of this Agreement, each of which shall be deemed an original hereof, on the dates set forth below.

CITY OF DES MOINES

By _____
Anthony A. Piasecki, City Manager
By direction of the City Council

By 
Tom Overmyer, Board President
By direction of the Des Moines Pool Metropolitan
Park District Board of Commissioners

Taken _____

Taken _____

Attest:

Attest:

Draft Interlocal Agreement 12-22-14
Page 5

City Clerk

Approved as to Form:

Tim George, Asst. City Attorney

Approved as to Form:

Brian Snure, District Legal Officer

**2016-2021 City of Des Moines Parks, Recreation and Senior Services and Metropolitan
Park District Master Plan**

**Exhibit A
Scope of Work For
Des Moines Pool Metropolitan Park District**

Any cost to the City of Des Moines related to the following Scope of Work for inclusion in the Parks, Recreation and Senior Services Master Plan as requested by the Des Moines Pool Metropolitan Park District including but not limited to: Work performed by the City of Des Moines Parks, Recreation and Senior Services Director and Administrative Assistant providing support to the Des Moines Pool Metropolitan Park District's Master Plan element; work performed by any hired consultants providing support to the Des Moines Pool Metropolitan Park District's Master Plan element; survey instruments to support to the Des Moines Pool Metropolitan Park District's Master Plan element; and project materials, supplies, graphics, reproduction and web site construction shall be paid by the District.

Cost of City Services:

Parks, Recreation and Senior Services Director: Hourly Rate of \$135.83

Define District's Master Plan Scope of Work

Provide Master Plan Process Schedule

Coordinate Master Plan Committee work

Coordinate Master Plan project with City's planning, legal, finance Departments for concurrence with Comp Plan requirements and District's GMA requirements

Solicit, review, hire and manager Master Plan Project Consultants

Compile data and develop final Master Plan deliverables

Oversee all aspects of the Master Plan approval and adoption

Parks, Recreation and Senior Services Administrative Assistant: Hourly Rate of \$61.86

Provide meeting notifications, receive RSVPs and prepare Master Plan meeting packets

Prepare Master Plan meeting room

Provide research requested by Director and/or District

Maintain Master Plan document files

Assist Director with Master Plan Consultant agreements, follow up correspondence and payments

Maintain monthly Master Plan payroll records and District invoices

Respond to District inquiries

Support Master Plan process as requested by Director

2016-2021 City of Des Moines Parks, Recreation and Senior Services Master Plan
Exhibit A -2
Scope of Work For
Des Moines Pool Metropolitan Park District

Any cost to the City of Des Moines related to the following Scope of Work for inclusion in the Parks, Recreation and Senior Services Master Plan as requested by the Des Moines Pool Metropolitan Park District including but not limited to: Master Plan professional staff, consultants, materials, supplies, graphics, reproduction, web site construction, survey instruments shall be paid by the District.

- 1) The Master Plan Citizen Advisory Committee shall have representation to be appointed by the District:
 A constituent representation of pool users that could include coaches, competitive swimmers, parents of beginning swimmers, lap swimmers, exercise/therapy users, older/younger users or others who could assure a sampling current and potential pool patrons.
- 2) The Master Plan Technical Committee and Consultant Review Committee shall have representation from District staff and/or Commission to be appointed by the District.
- 3) The Master Plan shall include the following elements:
 - a) Any identification of the master plan or planning process must clearly identify the participation of the Des Moines Pool Metropolitan Park District. Examples of this requirement might be a separately titled chapter of the Plan dealing with the Pool and Pool issues and recognition on all title documents as a collaboration of the City of Des Moines and the Des Moines Pool Metropolitan Park District.
 - b) Provide a brief, not more than one page, description of the Mount Rainier Pool, its history, its capacity, its location and its elemental features. *Building and tank condition report not needed. The District possesses sufficient information regarding the physical plant.*
- 4) The Master Plan Survey instruments shall include the following questions:
 - a) Identification of pool users v. non-users
 - b) Respondents who know where the pool is located
 - c) The reasons that users go to the/a pool, i.e.: Are you a lap swimmer? beginner? exercise/weight loss user? family recreation? casual user?, therapy, swim lessons, water safety, special events, water walking
 - e) Are there any reasons that you might not use the Mount Rainier Pool?
 - f) The pool is approaching 40 years of age Do you believe the pool should be replaced? Expanded? Improved? Or maintained as it now is?
 - g) If it were to be replaced by a new facility,
 - ☐ Should it be in a different location?
 - ☐ Should It contain the same features? Or more/different features? If so, what would you like to see? Currently, property tax revenue at \$.20 per \$1,000 of home evaluation is paid directly to MRP to cover some of the operating expenses. Would you support a vote to increase the amount of property tax revenue currently collected to operate the pool facility? By an additional \$.10, \$.20 or \$.30 per \$1,000 home valuation?
 - h) One survey per household, person taking the survey to respond for all members of the household.

DES MOINES POOL METROPOLITAN PARK DISTRICT

2015 MASTER PLAN Community Survey Questionnaire Inclusions

Please rank the importance of an indoor swimming pool as a community resource

- ☐ High
- ☐ Moderate
- ☐ Low

Please rate the importance of aquatics programs in Des Moines

- ☐ Water Safety/learning to swim
 - High
 - Moderate
 - Low
- ☐ Aerobic Exercise
 - High
 - Moderate
 - Low
- ☐ Competitive Sports
 - High
 - Moderate
 - Low
- ☐ Family Fun
 - High
 - Moderate
 - Low

Does any member of your family use the Mount Rainer Pool in Des Moines?

- ☐ Yes
 - Learning to swim
 - Lap swimming
 - Therapeutic exercise
 - Fitness water exercise
 - Playtime
 - Family outing
 - Competitive water sports
 - Private rentals
 - Special needs
- ☐ No
 - Don't know how to swim
 - Don't have time for recreation
 - Don't know about pool
 - Don't know where the pool is in Des Moines
 - Parking is inadequate
 - Can't afford user fees
 - Pool is too cool
 - Pool is too warm
 - Does not meet my need
 - Other _____

Community Survey Questionnaire
Page 2

PLEASE RANK YOUR RESPONSES TO THE QUESTIONS BELOW IN ORDER OF IMPORTANCE TO YOU, WITH ONE (1) BEING THE LEAST IMPORTANT AND FIVE (5) BEING THE MOST IMPORTANT

What would you like to see changed about the Mount Rainer Pool?

- ☐ Shallow pool added? 1 2 3 4 5
- ☐ Separate, warm water, pool added? 1 2 3 4 5
- ☐ Moved to a different location? 1 2 3 4 5
- ☐ More time for family recreational swimming/playing? 1 2 3 4 5
- ☐ Gender exclusive swimming time? 1 2 3 4 5
- ☐ More spacious locker rooms? 1 2 3 4 5
- ☐ Separated showers? 1 2 3 4 5
- ☐ Other _____ 1 2 3 4 5

What other aquatic facilities should Des Moines have?

- ☐ Spray park? 1 2 3 4 5
- ☐ Water Slide? 1 2 3 4 5
- ☐ Therapy (hot) tub? 1 2 3 4 5
- ☐ Water resistance walk (river)? 1 2 3 4 5
- ☐ Beach front entry? 1 2 3 4 5
- ☐ Meeting/events room? 1 2 3 4 5
- ☐ Dry land exercise? 1 2 3 4 5
- ☐ Outdoor social event area? 1 2 3 4 5
- ☐ Other _____ 1 2 3 4 5

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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: 2015 Comprehensive Plan Periodic Update

ATTACHMENTS:

1. Chapter 1 – Introduction
2. Chapter 2 – Land Use Element
3. Chapter 7 – Housing Element
4. Chapter 8 – Community Character Element
5. Chapter 12 – Healthy Des Moines Element
6. Regional Growth Centers Information and Criteria

NOTE:

Attachments 1-5 contain three documents for the subject Comprehensive Plan element being discussed:

1. A copy of the original chapter as it reads today;
2. A copy of the proposed amendments shown in track changes with staff comments in the margins that clarify why text is being deleted or moved; and
3. A copy of the revised chapter as it reads with the changes accepted.

FOR AGENDA OF: March 5, 2015

DEPT. OF ORIGIN: Planning, Building and Public Works

DATE SUBMITTED: February 25, 2014

CLEARANCES:

[N/A] Legal _____
 [N/A] Finance _____
 [N/A] Economic Development _____
 [N/A] Marina _____
 [N/A] Parks, Recreation & Senior Services _____
 [X] Planning, Building & Public Works DJB
 [N/A] Police _____
 [N/A] Courts _____

APPROVED BY CITY MANAGER
 FOR SUBMITTAL: AT

Purpose and Recommendation

The purpose of this agenda item is to brief the City Council on the proposed updates to Chapter 1 - Introduction (see Attachment 1), Chapter 2 - Land Use Element (see Attachment 2), Chapter 7 - Housing Element (see Attachment 3), 8 – Community Character Element (see Attachment 4) and Chapter 12 - Healthy Des Moines Element (see Attachment 5). Due to the interrelated nature of the Comprehensive Plan changes to other elements of the plan that are currently being reviewed and revised may trigger additional changes to these elements.

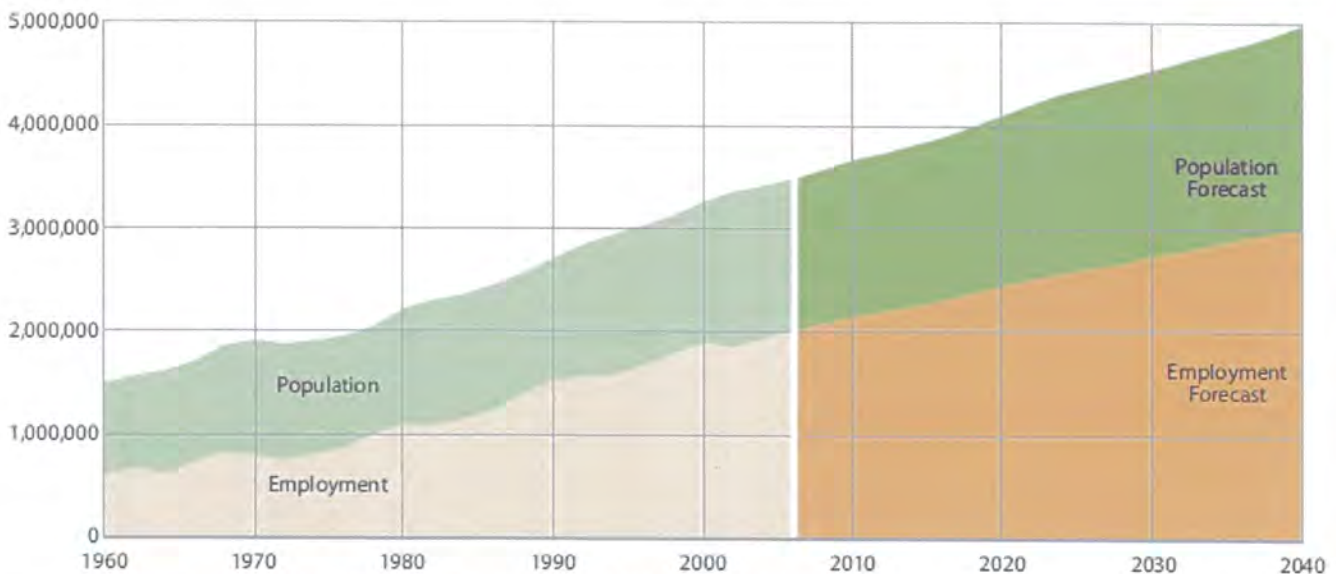
Council policy direction is requested regarding the new Chapter 1, and proposed amendments to the background and context, goals, policies and implementation strategies of the other subject elements. Staff also seeks Council concurrence on the policy direction provided by the Council Finance and Economic Development Committee.

Background

Des Moines' Comprehensive Plan is the City's official statement with respect to its vision for future growth and development. It identifies goals, policies, and strategies for maintaining the health, welfare, and quality of life of the Des Moines' residents. The Comprehensive Plan is comprised of individual elements addressing general planning, land use, transportation, conservation, capital facilities/utilities/public services, parks, recreation and open space, housing, community character, neighborhoods and public health.

The City is required to review and, if needed, update its comprehensive plan and development regulations to ensure compliance with the Washington State Growth Management Act (GMA), Chapter 36.70A RCW, by June 30, 2015 pursuant to RCW 36.70A.130. This periodic review and update is necessary to ensure that the City's comprehensive plan and development regulations reflect current laws, local needs and goals, and new data.

The need for the periodic update is also driven by the expected population and employment growth in the Puget Sound region which is expected to reach nearly five million people and three million jobs by 2040. King County is expected to receive the largest share of the region's forecast growth.



Source: Puget Sound Regional Council, Vision 2040, pg. 3, www.psrc.org

VISION 2040 establishes the Regional Growth Strategy that looks at how the region can distribute forecast growth, primarily within the designated urban growth area. In the *Regional Growth Strategy*, the region's landscape has been divided into seven types of geographies: Metropolitan Cities (five cities), Core Cities (14 cities), Larger Cities (18 cities, including Des Moines), Small Cities (46 cities), Unincorporated Urban Growth Areas, Rural Areas and Natural Resources Lands. These regional

geographies provide a framework for the distribution of the region's forecast growth for the year 2040 while recognizing the roles of different types of cities in accommodating regional growth.

Larger Cities are expected to accommodate 14 percent of the region's population growth and 12 percent of its employment growth by the year 2040. This is an increased role compared to current adopted targets for the year 2025, which call for approximately 8 percent of regional population growth and 7 percent of regional employment growth to occur in Larger Cities (Vision 2040). Des Moines is expected to add another 3,000 households and 5,000 jobs to the City by 2040.

Cities and counties fully planning under the GMA must complete period update for their entire comprehensive plan and development regulations. Under the GMA, the Legislature established a schedule for when the periodic update is required to be complete. King County and its cities must complete their update by June 30, 2015.

There are four overall tasks counties and cities must take during the periodic update process that provides the framework for the City's work program:

1. ***Establish a public participation program.*** This task entails developing a plan that includes a schedule for steps in the update process to ensure the public is aware of the process and knows how they can participate. The program must provide for **early and continuous public participation** (RCW 36.70A.140). The program should clearly identify the scope of the review and identify when legislative action on the review and update component are proposed to occur. Counties and cities must ensure that **notice** of the update process is broadly and effectively disseminated (RCW 36.70A.035).
2. ***Review relevant plans and regulations.*** Evaluate whether there is a need to revise the urban growth area, comprehensive plan, or development regulations to ensure they are consistent with the GMA. The Department of Commerce periodic update checklists provide a concise summary of the GMA requirements. The checklists are a tool that enables the Counties and Cities to compare their comprehensive plan and regulations against the latest requirements, determine what needs to be reviewed in greater detail, and what may need to be added, deleted, and amended in plans and codes to maintain compliance with the act.

The GMA calls out a number of specific items that ***must*** be reviewed as part of the periodic update:

- Urban growth areas (UGAs), which by definition include all cities, to determine if the zoning as adequate capacity to accommodate the next twenty years of projected population and employment growth.
 - Critical area ordinances to ensure "best available science" (BAS) is included in development regulations to protect critical area functions and values.
 - Land use, housing, transportation and capital facilities elements and inventories as it relates to existing and projected needs.
3. ***Take legislative action.*** Adopt an ordinance or resolution finding that a review has occurred, and identifying revisions made or concluding that revisions were not needed.
 4. ***Submit notice to state.*** Send formal notice of intent to adopt to the state at least 60 days prior to taking legislative action. Send a copy of the signed adopted ordinance or resolution 10 days after final action.

Following is a summary of key milestones on the periodic update process to date:

January 9, 2014 – City Council was briefed on the scope and approach for the Comprehensive Plan periodic review and update:

- Establish a Public Participation Program
- Focus on land use, housing, transportation and capital facilities elements and inventories as it relates to existing and projected needs.
- Make minor updates to Conservation, Transportation, Parks, Recreation and Open Space, Marina District and Pacific Ridge Elements to reflect recent code or policy changes.
- Add an Economic Development Element and make related updates to other elements.
- Freshen up document format and include more photos and graphics.

October 23, 2014 – City Council was briefed on the proposed format and structure for the 2015 Comprehensive Plan that included the following:

- Formatting: update text and layout, add color and pictures, remove numbered paragraph format, and make text more concise and reader friendly (e.g., Healthy Des Moines Element).
- Background Sections: update to clarify purpose, streamline text, remove numbered paragraph format.
- Goals/Policies: remove duplicative language, combine like policies, improve layout, make goal/policy/strategy numbering consistent between plan elements.
- Strategies: rename “Implementation Strategies,” remove duplicative language, streamline.
- Overall: create a positive tone and remove negative language.
- Replacing the General Planning Element with a Vision Statement for the City and general introduction to the Comprehensive Plan.
- Adding an Economic Development Element or Economic policies to the Land Use Element.

As staff completes the review of each plan element, they will bring proposed changes through the Council committees then provide briefings to the full Council. Any new proposed goals, policies, or strategies will be shown in track changes.

To date, staff has briefed the City Council, the Public Safety and Transportation Committee, the Finance & Economic Development Committee, and the Environment Committee on updates to the Plan and plan elements: Transportation Element, Capital Facilities, Utilities and Public Services Element and Conservation Element. In addition, the Planning Division hosted a public open house on April 23, 2014 and an information booth at the Des Moines Waterfront Market on August 16, 2014 to provide opportunities for the public to provide input on the update. The on-line survey closed at the end of January 2015 and findings are being tabulated and summarized by University of Washington Student Nimotalai Azeez who is supporting our community outreach efforts as part of her senior capstone project.

December 4, 2014 – City Council was briefed on public outreach efforts via a project with the University of Washington’s Community, Environment and Planning (CEP 460) class during the Fall 2014 timeframe. Working with City staff, students developed a short survey aimed at engaging the City’s ethnic and minority populations to identify any issues, opportunities, and constraints facing these community members and to solicit their vision for Des Moines in 2035. Students developed outreach

materials for and participate in two library tabling event. Results of the tabling events, community survey and open house feedback will be considered in conjunction with the Comprehensive Plan update.

January 8, 2015 – City Council was briefed on the new Economic Development Element of the Des Moines Comprehensive Plan and the schedule for reviewing other elements of the Plan. The Council docketed the new element to be included as part of the 2015 Comprehensive Plan amendments.

February 12, 2015 – The Council Finance and Economic Development Committee was briefed on proposed amendments to the new Chapter 1 – Introduction (formerly General Planning Element), Chapter 2 – Land Use Element, Chapter 7 - Community Character Element (propose deleting), 8 - Housing Element and Chapter 12 - Healthy Des Moines Element. The Committee did not have specific comments on the new introductory chapter or proposed amendments to the goals, policies and strategies except where staff asked for input on the on policy questions related to the following issues with Council direction noted in bold typeface:

1. *Is it still the City's desire to adjusting irregular municipal boundaries when it is of benefit to the City of Des Moines?* (RE: General Plan Element Policy 1-03-09 and Strategy 1-04-04(9)). If supported, this strategy would be moved to the Land Use Element. **Yes.**
2. Proposed new Land Use Element Goal "LU 6 Nominate the City of Des Moines as a Regional Growth Center as defined by the Puget Sound Regional Council." and related policy and implementation. **The Committee requested that staff provide the criteria for and map of regional growth centers for full Council discussion.**
3. *Does the City want to continue to identify a target area for the development of housing affordable for people earning less than 80 percent of the median income* (RE: Housing Element Policy 7-03-12)? This policy was added in 2012 to support the funding requirements for the Sea Mar mixed use project. **F&EDC recommended removing this policy.**

February 19, 2015 – Staff briefed the Council Environment Committee on staff proposed amendments to "Chapter 4: Conservation Element" of the Des Moines Comprehensive Plan which is proposed to be renamed "Conservation and Environment Element." The Committee was asked to provide feedback on the Background and Context section of the document and to provide input on the following policy questions as summarized below with Council direction noted in bold typeface:

1. Many cities in the region have signed onto climate change initiatives such as: the *Conference of Mayor's Climate Protection Agreement*, the *Cascade Agenda*, the *Green City Partnerships Program*, and the *King County Cities Climate Collaboration*.
Policy Question: *Does the Committee want staff to develop goals/policies/strategies that relate to any of these programs?* **No. The Committee asked staff to further clarify any State mandates related to climate change.**
2. King County Countywide Planning Policies (CPPs) have been amended to increase reduction of greenhouse gas emissions as indicated below:
EN-17 Reduce countywide sources of greenhouse gas emissions, compared to a 2007 baseline, by 25% by 2020, 50% by 2030, and 80% by 2050. Assuming a 1% annual population growth, these targets translate to per capita emissions of approximately 8.5 metric tons of carbon dioxide equivalent (MTCO_{2e}) by 2020, 5 MTCO_{2e} by 2030 and 1.5 MTCO_{2e} by 2050.

EN-18A King County shall assess and report countywide greenhouse gas emissions associated with resident, business, and other local government buildings, on road vehicles and solid waste at least every two years. King County shall also update its comprehensive greenhouse gas emission inventory that quantifies all direct local sources of greenhouse gas emissions as well as emissions associated with local consumption at least every five years.

These amendments were sent to the City on January 2, 2015 and the City has until Friday, April 3, 2015 to ratify or disapprove by legislative action (resolution or ordinance). A city will be deemed to have ratified if no action is taken on or before the April 3rd deadline.

Policy Questions: *Does the Committee want to recommend that Council take action? If not, does the Committee want staff to draft goals/policies/strategies that articulate how Des Moines would work to meet these goals set by the County? Example policies are provided at the end of the Element. The Committee asked staff to draft a resolution for Council consideration/comment/ratification at the March 12th Council meeting.*

3. As it relates to sustainability, many jurisdictions have stated goals, policies and implementation strategies that promote the use of sustainable site/building practices such as *Leadership in Energy and Environmental Design (LEED)*, *Built Green*, *Salmon Safe* and *Living Building Challenge*.

Policy Question: *Does the Committee want staff to develop goals/policies/strategies that promote the use of sustainable site/building practices? Yes.*

Discussion

The purpose of this agenda item is to provide City Council the opportunity to provide feedback on staff proposed amendments to the following Comprehensive Plan elements:

- Chapter 1: Introduction
- Chapter 2: Land Use Element
- Chapter 7: Housing Element
- Chapter 8: Community Character Element (proposed to be deleted)
- Chapter 12: Healthy Des Moines Element

For each of the chapters discussed, there have been significant changes to the background and context sections. These are working draft documents that are subject to change pending further Council and community input. Some of these chapters have not been updated since 1995 while others have had minor updates as part of our annual Comprehensive Plan review and amendment process. Goals, policies, and/or strategies that are duplicative or have been modified, merged with others or deleted as noted in the margins. A number of goals, policies, and/or strategies were phrased as regulations and are currently addressed in the Des Moines Municipal Code or other State or Federal law, and have been deleted.

There is a lot of information to cover in a short timeframe; particularly given that what was intended as two year robust outreach and update process has been compressed into about a six month timeframe. Staff will work with the F&EDC to incorporate additions and edits into the plan. It would be most efficient use of staff time if individual Council members provide a consolidated set of questions and/or comments for staff to respond to or incorporate into the plan.

Each attachment contains three documents for the subject Comprehensive Plan element being discussed:

1. A copy of the original chapter as it reads today;
2. A copy of the proposed amendments shown in track changes with staff comments in the margins that clarify why text is being deleted or moved; and
3. A copy of the revised chapter as it reads with the changes accepted.

To facilitate the discussion staff will focus on the track changes version of the chapter. Policy questions that were discussed at the February 12th Finance and Economic Development Committee meeting are highlighted in yellow and summarized below with the Committee recommendation in bold typeface:

1. *Is it still the City's desire to adjusting irregular municipal boundaries when it is of benefit to the City of Des Moines?* (RE: General Plan Element Policy 1-03-09 and Strategy 1-04-04(9)). If supported, this strategy would be moved to the Land Use Element. **Yes.**
2. Proposed new Land Use Element Goal "LU 6 Nominate the City of Des Moines as a Regional Growth Center as defined by the Puget Sound Regional Council." and related policy and implementation. **The Committee requested that staff provide the criteria for and map of regional growth centers for full Council discussion (see Attachment 6).**
3. *Does the City want to continue to identify a target area for the development of housing affordable for people earning less than 80 percent of the median income (RE: Housing Element Policy 7-03-12)?* This policy was added in 2012 to support the funding requirements for the Sea Mar mixed use project. **F&EDC recommended removing this policy.**

Chapter 1: Introduction – The General Planning Element has been replaced with a new Chapter 1 - Introduction. A number of the goals, policies and implementation strategies that were contained in the General Planning Element have been moved to Chapter 2: Land Use Element as indicated by the marginal notes in redline working draft.

The Introduction provides background information on our community, a statement of the City Vision for 2035, and a description of the comprehensive planning process. Currently, the Des Moines City Council 2015 Vision serves as a placeholder for the Des Moines 2035 Vision Statement. Over the next several months staff will continue to work with the F&EDC and Council to refine the Vision statement to reflect the community's vision and values provided through our community outreach efforts.

Chapter 2: Land Use Element – The Land Use Element guides future use of land in Des Moines and demonstrates how the City will accommodate future population and job growth over the next 20 years. By 2035, Des Moines will need to accommodate 3,000 housing units and 5,000 jobs. Proposed amendments to the Land Use Element are intended to reflect recent planning efforts with the Council to direct growth into areas well-served by transit and other services; to revitalize and enhance our commercial areas; and maintain the rich quality of life for our citizens. The Preferred Land Use map would also be amended to reflect the recent planning work for the South 240th Street/Pacific Highway South node adjacent to Highline College. This map is included in Attachment 2.

Chapter 7: Housing Element – Most of the proposed amendments to the Housing Element reflect current thinking on housing choices, housing stock, aging in place, and funding strategies for provision of affordable housing. Staff has also added information related to housing opportunities near transit/future Light Rail station areas.

Chapter 8: Community Character Element – The Community Character Element focuses on residential neighborhood preservation, historic preservation, property acquisition areas and noise. Staff proposes that this chapter is deleted as there is significant overlap with other elements of the Comprehensive Plan as indicated by the marginal notes.

As it relates to neighborhood preservation, the Land Use Element sets the land use development pattern for the City and contains language addressing incompatible land use. This is further supported by our current development regulations that address issues such as height, bulk and scale; landscaping and screening; parking and traffic; and construction standards.

As it relates to historic preservation, staff has attempted to capture the intent of the goals in the Land Use Element; however, many of the policies and strategies call for specific actions/programs to be implemented by the City. This would entail staffing, programming and funding on the City's part. As it relates to property acquisition areas, this seems to be a carryover from the Port of Seattle buyout area for the third runway noise mitigation. Issues associated with noise are addressed through our Municipal Code and International Building Code requirements.

Chapter 12 - Healthy Des Moines Element - The Healthy Des Moines Element was adopted in 2012. Minor amendments are proposed to reflect the new document format and new goals, policies and strategies related to the implementation of the Des Moines K-FIT program.

Next Steps – Any additional changes or proposed amendments to these working draft documents that are provided via Council, staff or public comments will be incorporated for future discussion before Council at the Public Hearing stage. Any policy questions or issues that arise will be brought to Council for further direction prior to that time. In addition, pursuant to discussions with Washington Department of Commerce, staff will submit the amended chapters for their phased review of the Comprehensive Plan update.

Alternatives

Council has the option of remanding any of the elements back to the Finance and Economic Development Committee for further consideration.

Periodic review of the City's comprehensive plan and development regulations is a requirement of the GMA (Chapter 36.70A RCW). A jurisdiction that has missed an update deadline is also vulnerable to a "failure to act" petition for review to a Growth Management Hearings Board (or for partially-planning jurisdictions, to Superior Court).

If a local government has made significant progress on its update, but hasn't finished all needed revisions by their periodic update deadline, it would be prudent to take steps to demonstrate good faith and progress. Local jurisdictions may adopt a resolution that documents progress already made and sets a schedule for completing the update.

Financial Impact

Missing the periodic update deadline has immediate financial consequences. A county or city that has not completed the basic actions described above by the deadline set in the GMA will be ineligible to receive funds from the Public Works Trust Fund or the Centennial Clean Water account or to receive preference for other state grants and loans.

Recommendation or Conclusion

Staff requests Council input on the proposed amendments to the background, goals, policies and implementation strategies of the 2015 Comprehensive Plan Elements that are discussed above.

Concurrence

N/A

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Note: This chapter is replaced with a new Introduction. Marginal comments indicate where goals, policies and strategies have been moved to the Land Use Element.

Chapter 1: **GENERAL PLANNING ELEMENT**

1-01 GOALS

1-01-01 To actively guide and manage growth in a way that preserves and enhances the quality of life in Des Moines and its diverse neighborhoods.

Comment [dl1]: Incorporated into Goal LU 1

1-02 BACKGROUND AND CONTEXT

1-02-01 The City of Des Moines Comprehensive Plan was adopted in 1995 and was entitled the *Greater Des Moines Planning Area Comprehensive Plan*. The original plan has been amended according to the Legislative History included on page one of this document. Since 1995, the majority of potential annexation areas that surrounded the City have been annexed by Des Moines and surrounding cities. To reflect this change in conditions, the name of this document has been changed to the *City of Des Moines Comprehensive Plan*.

1-02-02 The City of Des Moines has undergone rapid growth and development during the last ten years largely due to annexations. Current economic conditions and forecasts suggest that growth will continue within the existing city boundaries throughout the next decade.

1-02-03 Growth and development within Des Moines are influenced by activities outside the city, including: Seattle-Tacoma International Airport (STIA), regional economic trends, regional transportation systems and commuting patterns, regional development plans, development within bordering jurisdictions and state regulations.

1-02-04 Des Moines is bordered by the Cities of Kent, Normandy Park, Burien, SeaTac, and Federal Way.

1-02-05 The 1990 Growth Management Act, that was adopted by the 1990 State Legislature and has been amended several times, requires Des Moines to undertake numerous planning activities including but not limited to:

- (1) Adopt a Comprehensive Plan.
- (2) Adopt development regulations in conformance with the Comprehensive Plan.
- (3) Make capital improvement decisions in conformance with the Comprehensive Plan.
- (4) Coordinate planning with neighboring jurisdictions.
- (5) Regularly review and amend the Comprehensive Plan.
- (6) Involve citizens in the process of updating and amending the Comprehensive Plan.

1-03 POLICIES

- 1-03-01 Manage community growth so that overall public benefits exceed public cost. Comment [d12]: Incorporated into Policy LU 1.2
- 1-03-02 Utilize the Comprehensive Plan as the policy basis for preparing neighborhood plans, establishing development regulations, prioritizing capital improvement construction, reviewing individual development proposals and making other decisions affecting the growth and development of Des Moines and the surrounding area. Comment [d13]: Now Policy LU 1.1
- 1-03-03 Monitor, review and update the Comprehensive Plan annually to reflect current community values, economic conditions, and technologies. Comment [d14]: Now Policy LU 1.3
- 1-03-04 Promote citizen involvement in updating the Comprehensive Plan, preparing development regulations, and reviewing major development proposals. Comment [d15]: Now Policy LU 1.4
- 1-03-05 Plan for and regulate development to enhance the quality and maintain the unique character of Des Moines' neighborhoods and business districts. Comment [d16]: Now Strategy LU 1.1.1
- 1-03-06 Establish and enforce development standards that are clear, predictable and allow for flexibility to account for unique circumstances. Comment [d17]: Now Strategy 1.1.3
- 1-03-07 Coordinate planning for Des Moines with state, regional, county-wide and neighboring jurisdictions' planning activities. Comment [d18]: Now Strategy 1.1.4
- 1-03-08 Cooperate with other governmental bodies, institutions and businesses and assume a leadership role in pursuing activities of mutual benefit. Comment [d19]: Not sure what this policy is getting at.
- 1-03-09 Cooperate with adjacent jurisdictions to adjust irregular municipal boundaries when the adjustment is in the best interest of Des Moines. Comment [d110]: Policy Question: Is this still a valid goal?

1-04 STRATEGIES

1-04-01 Planning Consistency

- (1) As part of the Comprehensive Plan, prepare plans guiding growth and development in each of the following neighborhoods in Des Moines (Figure 1-1, Neighborhood Planning Areas map):
- | | |
|------------------------|-------------------|
| (a) Central Des Moines | (f) Pacific Ridge |
| (b) Marina District | (g) Woodmont |
| (c) North Central | (h) North Hill |
| (d) Zenith | (i) Redondo |
| (e) South Des Moines | |

- (2) Update the Zoning Code, Subdivision Code and other development regulations to be consistent with the policies of the Comprehensive Plan.
- (3) Evaluate proposed subdivisions, rezones, conditional use permits, planned unit developments, unclassified use permits and other development proposals involving discretionary decisions by the City for consistency with the Comprehensive Plan.
- (4) Evaluate all capital improvement proposals for consistency with the Comprehensive Plan.
- (5) Utilize the authority of the State Environmental Policy Act (SEPA) to ensure that new development is designed and constructed consistent with the Comprehensive Plan. Monitoring and Updating
- (6) Maintain a current record of developed and undeveloped land. Regularly update the record to keep track of development trends.
- (7) Establish a schedule to review one or more elements of the Comprehensive Plan each year so that all elements may be regularly amended to present an accurate statement of existing city policy. This schedule should ensure that each element of the plan is reviewed as often as necessary to remain current, but at least once every five years. A proposed schedule is included in Appendix C. The plan should be amended no more frequently than once each year, except in emergency situations when the City Council determines that a more frequent amendment is necessary in the public interest.

Comment [dl11]: Addressed in LUE Background and Context and Policy LU1.7 and supporting strategies.

1-04-02 Citizen Involvement

- (1) Involve citizens in the process of preparing and amending the Comprehensive Plan and development regulations by using such techniques as Planning Agency review, public opinion polls, advisory committees, newspaper articles, public hearings, and public workshops.
- (2) Conduct public hearings on all development proposals that seek changes from existing development regulations (e.g., rezones, variances and planned unit developments) or which are potentially incompatible with neighboring development (e.g., conditional and unclassified uses) prior to city approval of those proposals. Provide an opportunity for public comment on all development proposals subject to SEPA review.
- (3) Notify the public of all development proposals involving SEPA review or public hearings by using the most efficient methods available.

Comment [dl12]: Now Strategy LU 1.4.1, LU 1.4.2 and LU 1.4.3

1-04-03

Development Standards

- (1) Review and amend as appropriate the Zoning Code, Subdivision Code and other development regulations to provide high standards for new development.
- (2) Review and amend as appropriate the Zoning Code, Subdivision Code and other development regulations to establish development standards that are clear and predictable, that simplify the review process, and adapt to varied site or neighborhood conditions.
- (3) Consistently and equitably enforce development standards. If such enforcement is not possible, re-evaluate the standards and amend them to be more precisely defined.
- (4) Require property owners to maintain their property consistent with public health, safety, and welfare. Consistently and equitably enforce such requirements.
- (5) As permitted by state and federal law, ensure that all actions required by the City of Des Moines, including but not limited to, approvals, permits and licenses, are consistent with SEPA and the City's lawful exercise of its SEPA authority pursuant to RCW 43.21C.060. The City may impose conditions on any action where such conditions are necessary to mitigate specific adverse environmental impacts identified in environmental documents prepared under SEPA. The City may deny any action if the City finds: (a) the proposal would be likely to result in a significant adverse environmental impact(s) identified in a final or supplemental impact statement prepared under SEPA, and (b) reasonable mitigation measures capable of being accomplished are insufficient to mitigate the identified impact(s).

Comment [d113]: Incorporated language into Strategy LU 1.1.2

Comment [d114]: Incorporated into Strategy LU 1.1.3

Comment [d115]: Intent captured in Strategy LU 1.1.3

1-04-04

Intergovernmental Cooperation/Annexation

- (1) Participate in planning activities affecting Des Moines undertaken by state agencies, King County, regional agencies, tribes, and special purpose districts. Seek to influence the decisions of those agencies to be consistent with the City of Des Moines Comprehensive Plan. When decisions are made by state, county, regional agencies, tribes, or special purpose districts, and those decisions are clearly in the best interests of the state, county or region, take appropriate steps to implement those decisions within the City of Des Moines. This may include the imposition of conditions necessary to mitigate specific adverse environmental impacts on the City of Des Moines identified in environmental documents prepared under SEPA. The City may deny any action if the City finds: (a) the proposal would be likely to result in a significant adverse environmental impact(s) identified in a final or supplemental environmental impact statement prepared under SEPA, and (b) reasonable mitigation measures capable of being accomplished are insufficient to mitigate the identified impact(s).

- (2) Work cooperatively with King County, tribes, and other cities within King County to implement the following county-wide growth management goals. Implementation may include the imposition of conditions necessary to mitigate specific adverse environmental impacts on the City of Des Moines identified in environmental documents prepared under SEPA. The City may decide not to implement a proposal if the City finds: (a) the proposal would be likely to result in a significant adverse environmental impact(s) identified in a final or supplemental environmental impact statement prepared under SEPA, and (b) reasonable mitigation measures capable of being accomplished are insufficient to mitigate the identified impact(s).

- (a) Protect and preserve environmental features, and air and water quality.
- (b) Acquire open space and develop parks and recreation opportunities.
- (c) Preserve significant historic features and buildings.
- (d) With consideration of Des Moines' existing stock of low and moderate income housing, address the need for housing for all income groups, including low and moderate income households.
- (e) Provide for urban densities in areas where adequate public facilities and services are in place or will be in place concurrent with development approval.
- (f) Provide for economic development that meets regional employment needs and a local balance of jobs and housing.

Comment [dl16]: Captured in Strategy LU 1.1.4

- (3) Monitor and seek to influence planning activities and development decisions of neighboring jurisdictions affecting the neighborhoods surrounding Des Moines, and seek to influence those decisions consistent with the City of Des Moines Comprehensive Plan.

Comment [dl17]: Now Strategy LU 1.1.5

- (4) Straighten irregular boundaries between Des Moines and neighboring communities where such irregularities adversely affect the ability to manage growth, provide municipal services, and reinforce or establish community identity.

Comment [dl18]: Policy Question: Is this still a valid strategy?

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Chapter No 1: Introduction

The Des Moines Comprehensive Plan is a 20-year plan that articulates our community's vision and values about how we will grow into the future. The goals, policies and implementation strategies included in this Plan provide a basis for the City's regulations and guide future decision-making. The Plan also addresses anticipated population and employment growth, and how facilities and services will be maintained or improved to accommodate expected growth between now and the year 2035.

This Introduction section provides background on our community, our Vision for 2035, and a description of the comprehensive planning process.

OUR COMMUNITY

The City of Des Moines is situated along Puget Sound midway between Seattle and Tacoma, Washington. Geographically, the City is long and narrow (6.3 miles long and 2.1 miles wide) and covers 4,340 acres.

Des Moines was incorporated on June 17, 1959 and is currently developed as a suburban residential community. Between the time of incorporation and year 2000, the City experienced significant growth which was primarily the result of annexations from King County. In more recent years, the City has experienced minimal growth. According to the 2010 United States Census (2010 Census), Des Moines had a population of 29,673 and was the 41st largest city in the state and the 12th largest city in King County. As of April 1, 2014, the Washington State Office of Financial Management estimated the City's current population at 30,030. Figure 1-1 shows the growth trend over the past 53 years.

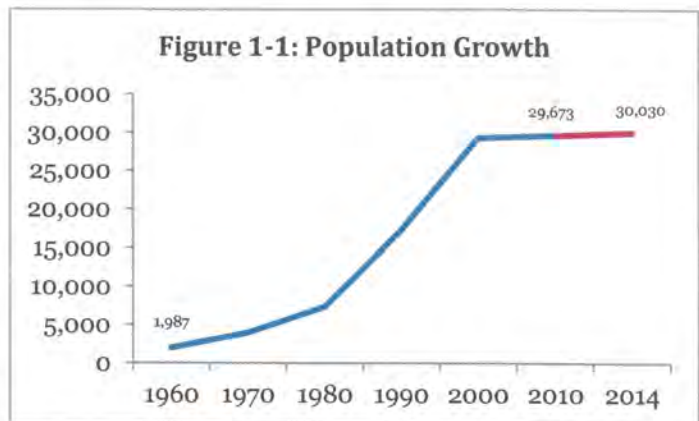
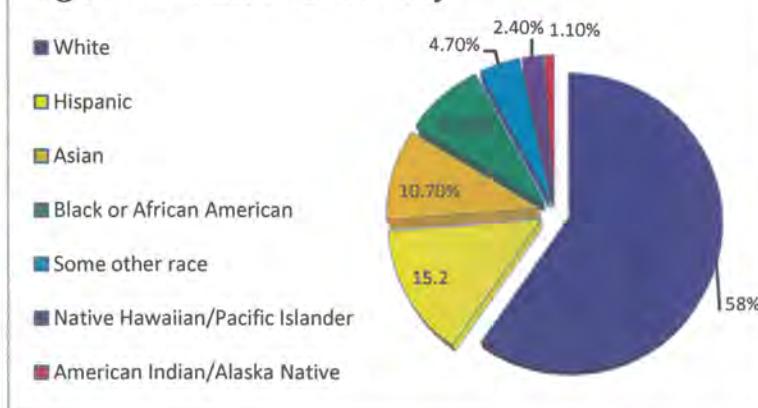


Figure 1-2: Race and Ethnicity



With each passing year, Des Moines is become more diverse both in age and ethnicity. Per the 2010 Census, the median age in Des Moines was 38 years old and nearly 18 percent of the population was age 62 or older. Figure 1-2 shows the racial makeup of our community at the time of the 2010 Census, which is roughly 58% white, with the Hispanic population at 15%, followed by Asian at 11% and Black or African American at 9%.

According to the 2013 American Community Survey by the US Census Bureau, the median income for a household in the city was \$59,799 while the per capita income for the city was \$27,056 and about 15% of the population was living at or below the poverty level. Major employers in Des Moines are the Highline School District, Highline College, the City of Des Moines and two retirement centers.

LOOKING FORWARD TO 2035

The mission of Des Moines City Council is to “protect, preserve, promote and improve the community by providing leadership and services reflecting the pride and values of Des Moines Citizens.” Looking forward to the year 2035, the City Council’s vision is for Des Moines to be:

*“An inviting, livable, safe waterfront community
embracing change for the future
while preserving our past.”*

Growth and development within Des Moines are influenced by activities outside the city, including: state regulations; regional economic trends, development plans, transportation systems and commuting patterns; development within bordering jurisdictions; and local influences such as Sea-Tac Airport and Highline College.

By year 2040, the Puget Sound Region is expected to add 5 million people and 3 million new jobs. This growth is being allocated to the four-county region – King, Pierce, Snohomish and Kitsap Counties. King County will need to accommodate 233,077 new housing units and 428,068 new jobs which it has distributed to its Metropolitan Cities, Core Cities, Larger Cities (including Des Moines), Small Cities, and Urban Unincorporated areas in the form of “growth targets”.

Des Moines needs to plan for an additional 3,000 Housing Units and 5,000 New Jobs.

As we plan for our future, we need to consider how we can grow in ways that support economic development and jobs; create strong neighborhoods with a range of housing, commercial, and transportation options; and achieve healthy communities that provide families with a clean environment.

THE COMPREHENSIVE PLAN

The *Des Moines Comprehensive Plan* serves as a roadmap that expresses our community’s goals and aspirations for how we want to grow and prosper into the future. It is the City’s official policy guide that defines—through goals, policies and implementation strategies—how Des Moines should best accommodate forecasted household and job growth, manage traffic, and provide open space and recreational opportunities and other vital services. The plan is “comprehensive” in both scope and coverage. It addresses the use of land and buildings, the movement of traffic and pedestrians, the provision of parks, schools, and public facilities, and protection of the environment. It also addresses residential neighborhoods, commercial areas, public and institutional lands, and public rights-of-way. The plan also provides a guide for public investments and



capital improvements, and can help to ensure that local public dollars are spent wisely. Finally, the comprehensive plan serves as a marketing tool to promote Des Moines's unique assets, and help to attract new families, businesses, investment and development to our community.

As a companion to the Comprehensive Plan, the Des Moines Municipal Code along with other Federal and State regulations provide the requirements for the permitting, development and use of land and buildings that implement many of the goals, policies and strategies contained in the Plan.

Relationship to the Growth Management Act

The State of Washington adopted the Growth Management Act (GMA) in 1990. This legislation requires comprehensive plans to include specific elements; obligates cities to adopt implementing regulations and counties to develop Countywide Planning Policies (CPPs) to address regional issues; and establishes protocols and deadlines for these tasks.

The GMA sets out fourteen statutory goals that guide the development of comprehensive plans. For a plan to be valid, it must be consistent with these goals and the specific requirements of the Act. Consistency, in this context, means that a plan must not conflict with the state statutory goals, CPPs, or plans of adjacent jurisdictions. The fourteen statutory goals identified in the state legislation are summarized as follows:

- Guide urban growth to areas where urban services can be adequately provided;
- Reduce urban sprawl;
- Encourage efficient multi-modal transportation systems;
- Encourage the availability of affordable housing to all economic segments of the population;
- Encourage economic development throughout the state;
- Assure private property is not taken for public use without just compensation;
- Encourage predictable and timely permit processing;
- Maintain and enhance natural resource-based industries;
- Encourage retention of open space and development of recreational opportunities;
- Protect the environment and enhance the state's quality of life;
- Encourage the participation of citizens in the planning process;
- Ensure adequate public facilities and services necessary to support development;
- Identify and preserve lands and sites of historic and archaeological significance; and
- Manage shorelines of statewide significance.

Relationship to the Countywide Planning Policies and Vision 2040

As part of the comprehensive planning process, King County and its cities have developed Countywide Planning Policies. These policies were designed to help the 39 cities and the County to address growth management in a coordinated manner. The policies were adopted by the King County Council, and subsequently ratified by cities, including the City of Des Moines.

Taken together, the CPPs try to balance issues related to growth, economics, land use, and the environment. Specific CPP objectives include:

- Implementation of Urban Growth Areas;

- Promotion of contiguous and orderly development;
- Siting of public and capital facilities;
- Establishing transportation facilities and strategies;
- Creating affordable housing plans and criteria; and
- Ensuring favorable employment and economic conditions in the county.

In addition to the GMA and CPPs, Des Moines' Comprehensive Plan is guided by the multi-county policies of Vision 2040, the regional plan developed by the Puget Sound Regional Council. Vision 2040 is an integrated, long-range vision for maintaining a healthy region by promoting the well-being of people and communities, economic vitality, and a healthy environment. It contains an environmental framework, a regional growth strategy, and policy sections that are guided by overarching goals, implementation actions, and measures to monitor progress.

Why is the Comprehensive Plan important to me?

The Comprehensive Plan is used as a guide to decide where housing and business growth should occur, what transportation system we will have to support the growth, what types of businesses and jobs we want to encourage, what types of housing we should have in the community, how we can protect our environmentally sensitive areas and what values we want reflected in the character of our community. The Plan is the basis for zoning, which in turn guides development permits in the City.

How is the Comprehensive Plan used?

The Plan sets the framework for the City's land-use pattern and what uses are allowed where. It also provides for the basis for regulations such as zoning, building height, landscaping, sign standards, protection of streams and wetlands, and other development regulations. The Plan is also the policy basis for decisions in reviewing development projects and mitigating impacts under the State Environmental Policy Act.

Who decides what the Plan says?

The City engages the community to develop a shared vision based on common values, desires and goals. Public meetings and hearings are held to obtain public comment on the draft Plan. The City Council takes the public comments and testimony into consideration before approving the final Plan.



As the City embarked on the 2015 Comprehensive Plan update, we asked community members, businesses, property owners and visitors to describe their future Des Moines. Outreach methods included public open houses; tabling events at the Farmers Market, Des Moines Area Food Bank, and public libraries; and a community survey and information posted on the City's website. The "Wordle" graphic shown here reflects the community's vision for Des Moines in 2035.

Des Moines' Comprehensive Plan has been updated to incorporate the community's vision and values into goals, policies and implementation strategies that will carry and sustain our City into the future.

What topics are addressed in the Comprehensive Plan?

The State Growth Management Act (GMA) governed by RCW 36.70A specifies “required” elements – those that must be included in the Comprehensive Plan; and “optional” elements – those that can be included by a jurisdiction if desired. Below is a list of the elements required under Growth Management Act (*) and additional optional elements contained in Des Moines Comprehensive Plan:

- Chapter 1: Introduction (formerly General Planning Element)
- Chapter 2: Land Use Element*
- Chapter 3: Transportation Element*
- Chapter 4: Conservation and Environment Element
- Chapter 5: Capital Facilities, Utilities, and Public Service*
- Chapter 6: Parks, Recreation and Open Space Element*
- Chapter 7: Housing Element*
- Chapter 8: Economic Development (New Element)
- Chapter 9: North Central Neighborhood Element
- Chapter 10: Marina District Neighborhood Element
- Chapter 11: Pacific Ridge Neighborhood Element
- Chapter 12: Healthy Des Moines Element

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Chapter 2: **LAND USE ELEMENT**

2-01 GOALS

2-01-01 Preserve and enhance the diverse residential neighborhoods of the community and serve them with vibrant business districts, open space, recreational facilities, affordable housing, and other supportive land uses; protect environmentally critical areas, and promote economic development.

2-01-02 Remove physical and regulatory barriers to healthy food access in support of improved nutritional eating, reduced incidence of hunger and increased opportunities for physical activity.

2-02 BACKGROUND AND CONTEXT

2-02-01 The City of Des Moines is highly developed and has well-established patterns of land use. The City is predominantly developed as a single family residential community, with multifamily and commercial development located in the Marina District, and along Pacific Highway, Interstate-5, and arterial streets, such as Kent-Des Moines Road.

2-02-02 The City of Des Moines currently has a diversity of housing types. Slightly more than half of the housing units are single family. Apartments, condominiums, retirement homes, mobile homes and group homes comprise slightly less than half of the housing units. Details of population and housing types in the City of Des Moines are provided in Appendix A.

2-02-03 The City of Des Moines has more than adequate capacity to meet its GMA residential growth target. The City also has surplus capacity for jobs over its GMA target. Details of the residential, commercial, and industrial land capacity, as well as housing densities and targets are provided in Appendix B.

02-02-04 Generally, the City of Des Moines meets the residential density requirement of 4 units per acre by neighborhood.

2-02-05 Much of the area that has developed as single family has a mixture of single family zone classifications.

2-02-06 The City of Des Moines Zoning Map, as authorized by chapter 18.06 DMMC, serves as the City's official zoning map.

2-02-07 The policies and strategies listed in this section are meant to promote land use decisions and zoning to create future development opportunities in suitable locations for the next 20 years. The policies and strategies are based on land use assumptions developed with the most current Washington State Office of Financial Management (OFM) housing and population data, shown in Appendix A, and the City of Des Moines Buildable Lands Report and current growth targets, shown in Appendix B. The amount of developed, underdeveloped and vacant land within the City of Des Moines is also reported in Appendix B.

2-02-08 Goals, policies and strategies relating to land use, food access and the transportation system have been shown to influence the health of our local economy as well as the health of our citizens. The City of Des Moines supports land use arrangements and mixes that promote complete communities with access to employment, shopping and leisure activities in a safe, inviting, and walkable environment.

2-03 POLICIES

2-03-01 Seek a harmonious blend of living, working, shopping, recreational and cultural land uses.

2-03-02 Preserve open spaces where appropriate to:

- (1) Protect environmentally critical areas;
- (2) Protect endangered and threatened species;
- (3) Provide visual separation between land use, neighborhood and city boundaries; and
- (4) Moderate the environmental and visual impacts of new development.

2-03-03 Ensure that future development has adequate public facilities and services or such services can be concurrently provided.

2-03-04 Preserve the integrity of existing single family neighborhoods.

2-03-05 Promote a land use pattern, scale, and density that supports public transportation services and encourages people to walk and bicycle, as well as provide convenient and safe automobile usage.

2-03-06 Maintain a balance between single and multifamily dwellings and preserve neighborhood character.

- (1) Future multifamily development should be limited to areas where the pattern of existing multifamily development and zoning is predominant.
- (2) Multifamily dwellings should also be permitted in conjunction with commercial developments within the Marina District, provided that such dwellings are designed to provide a quality residential environment while enhancing the appearance and commercial function of the business district.

2-03-07 Consider townhouse/duplex development in areas that:

- (1) Are transitional between single family and higher intensity uses;
- (2) Do not have a dominant pattern of existing and adequately maintained detached single family dwellings; and
- (3) Are not suitable for future detached single family development; or
- (4) Are designated for multifamily development.

- 2-03-08** Enhance and improve the economic health of existing business districts and recognize each district's special attributes.
- (1) Promote new development and redevelopment within the Marina District to reflect and enhance its ties to the waterfront, pedestrian orientation, and role in serving local shopping and service requirements.
 - (2) Promote new development and redevelopment within the Marina District to create a vibrant district with a quality mix of businesses that will enhance the waterfront and serve as a destination for local residents and visitors. Require that new construction contain and exhibit high-quality design elements and building materials as outlined by the *Marina District Design Guidelines*.
 - (3) Promote new development and redevelopment within Pacific Ridge to create a district with a broad range of uses, serving a local and regional clientele and using the *Pacific Ridge Design Guidelines* to reduce crime and create a better working and living environment.
- 2-03-09** Future development in the North Central Neighborhood shall recognize
- (1) The impact to the district of existing aircraft noise.
 - (2) Plans for future business park and similar commercial development within the district and north of the district, within the City of SeaTac;
 - (3) The impact of future development to existing development within and adjacent to the district;
 - (4) Requirements of new development for transportation and other infrastructure improvements; and
 - (5) The potential for new development to enhance the economic or environmental quality of the City.
- 2-03-10** Within the Des Moines Marina property, allow commercial uses that are water dependent or related, serve marina users, or promote public access to the shoreline.
- 2-03-11** Regulate the siting of incompatible uses adjacent to the Sea-Tac airport, as defined in RCW 36.70.547 and the Washington State Department of Transportation's *Airports and Compatible Land Use Guidebook, M 3074.00* (January 2011).
- 2-03-12** Recognize the City of Des Moines Comprehensive Plan Preferred Land Use Maps, Figures 2-3 through 2-11, as the official land use maps of the City of Des Moines, providing a geographic representation of the Land Use Element Goal and Policies. Recognize

the City of Des Moines Zoning Map as the official zoning map. Undertake all planning activities to implement and support the designated land use pattern.

2-03-13 Recognize that the existence of concomitant agreements, contract rezones, development agreements and similar restrictions may limit the degree to which properties may be developed. Such restrictions established by the City shall be given substantial weight during consideration of requested amendments.

2-03-14 Healthy Community

- (1) Support fresh food distribution through farmers markets, urban farm stands, urban agriculture, community gardens and Community Supported Agriculture programs.
- (2) Encourage mixed-use, pedestrian, and transit-oriented development along major transit corridors and near transit nodes to enable residents to be physically active through daily activity, such as walking to school, work, and shopping.
- (3) Support concentrations of neighborhood, community, and retail amenities and services in close proximity to residential neighborhoods.

2-04 STRATEGIES

2-04-01 Prepare specific land use plans for the neighborhoods shown on the Neighborhood Planning Areas Map (Figure 1-1).

2-04-02 The City of Des Moines shall integrate responses to the listings under the Endangered Species Act into future planning and economic development efforts and resource management programs to achieve a balance between environmental, social and economic goals and objectives.

2-04-03 Create consistency between the uses designated in the City of Des Moines Comprehensive Plan with those designated on the City of Des Moines Zoning Map. The zoning map included as Appendix D, or as amended, shall officially designate land use and density in the City. Single family residential designated by the Zoning Map must reflect and maintain the existing neighborhood character by providing a variety of densities.

2-04-04 Land designated by the Land Use Map for public facility should be used for public and quasi-public capital improvements such as government administrative offices, utility distribution, storage, processing, and maintenance facilities, marinas, schools, public safety and fire protection facilities, and libraries.

2-04-05 Zoning should be brought into conformance with the City of Des Moines Comprehensive Plan Land Use Map.

2-04-06 Require all zoning changes to conform with the land use pattern designated on the City of Des Moines Comprehensive Plan Land Use Map. Require that all rezones consider, among other relevant considerations, the following:

- (1) The effect upon the physical and biological environments;
- (2) The effect on the economic, social and cultural environments;
- (3) The impact on adjacent land uses and neighborhoods; and
- (4) The impact on community and regional facilities, utilities, and transportation.

2-04-07 Prohibit the development of new mobile home parks, but allow existing mobile home parks to remain as nonconforming uses. Establish setback and other development standards to govern replacement mobile homes in existing mobile home parks.

2-04-08 Encourage improvement of the Marina District and Pacific Ridge Neighborhood by working with the business community and other representative organizations to achieve the goals of the City of Des Moines Comprehensive Plan.

2-04-09 Allow master planning and planned unit development techniques for unique or unusual sites where innovative development patterns are desirable.

- 2-04-10** Seek to abate existing incompatible uses in all neighborhoods when such abatement is consistent with public health, safety and welfare.
- 2-04-11** Negotiate with Sound Transit and the Cities of Kent, SeaTac and Federal Way on the extension of light rail through Des Moines.
- 2-04-12** Prepare a subarea plan/s, prepare zoning amendments and prepare design guidelines for the light rail station areas to be located within the South Des Moines and Woodmont Neighborhoods, considering the joint planning with the City of Kent on the Midway area.
- 2-04-13** Permit home occupations in residential neighborhoods if they comply with standards that ensure compatibility with the neighborhood as defined by DMMC and state law.
- 2-04-14** Allow lot averaging in residential zones as regulated by the DMMC and state law.
- 2-04-15** Recognize the need for public and quasi-public facilities (parks, schools, churches, day care facilities) which play an important role in maintaining viable neighborhoods. Provide standards for these uses to ensure compatibility with neighborhoods.)
- 2-04-16** Require that new development maintain and enhance on-site open spaces, and provide on-site recreation facilities in new subdivisions and multifamily developments or pay appropriate in-lieu fees as required by the DMMC.
- 2-04-17** Seek to minimize negative impacts of new development on neighborhoods by providing uniform standards at the interface of incompatible land uses which address, but are not limited to, the following: site access and circulation; structure height, bulk, and scale; preservation of views; separation of buildings; landscaping; density; and noise buffering.
- 2-04-18** Establish standards for new development to provide on- and off-site roadways, utilities and other public facilities as necessary to serve the additional demand generated by the development.
- 2-04-19** **Healthy Community**
- (1) Consider development regulations that allow farmers markets, urban farm stands, Community Supported Agriculture distribution locations and community gardens as permitted uses and provide for the on-site sale and delivery of healthy food and beverages.
 - (2) Support joint-use agreements for potential sites, such as publicly-owned, school or church properties, to allow community gardens and operation of mini farmers markets, farm stands or Community Supported Agriculture distribution to increase access to fresh produce.

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WORKING DRAFT

Chapter 2: Land Use Element

BACKGROUND AND CONTEXT

The Land Use Element (LUE) addresses the general location and distribution of land uses within the city of Des Moines, the design and quality of the built environment, and provides the framework for other Plan Elements that guide aspects of land use such as Transportation, Conservation, Capital Facilities, Utilities, Public Services, Parks, Recreation, Open Space, Housing, Economic Development, and neighborhood subareas. The goals, policies and strategies listed in this element are meant to promote land use decisions and zoning to create future development opportunities in suitable locations for the next 20 years.



Des Moines needs to plan for an additional 3,000 housing units and 5,000 new jobs by 2035. As we plan for our future, we need to consider how we can grow in ways that support economic development and jobs; create strong neighborhoods with a range of housing, commercial, and transportation options; and achieve healthy communities that provide families with a clean environment.

Des Moines is a highly developed community with established patterns of land use. Primarily developed as a suburban residential community, the City is poised to evolve into a vibrant urban center. Diversifying our local economy and attracting new development will enable Des Moines to sustain itself in the future by providing a range of jobs, housing, business and lifestyle choices within our community as well as the broader Puget

Sound Region. This will help to strengthen the financial health of our community and reduce the tax burden on single family property owners.

The City is divided into nine neighborhoods, each providing a mix of population, housing, commercial opportunities, and amenities (see Figure LU-1). Residential neighborhoods provide a range of housing type, size, style, and affordability. The Marina District and Pacific Ridge Neighborhoods serve as the City's primary mixed-use commercial centers while the North Central Neighborhood and the Pacific Highway South Corridor provide opportunities for larger scale commercial and light industrial development.

The Comprehensive Plan Preferred Land Use Map (Figure LU-2), identifies the preferred land uses and densities recommended for each area of the city. These designations help to achieve the City's vision by providing for sustainable growth that provides housing choices; locates population centers adjacent to transit and services; provides areas within the city to grow businesses, services, jobs and entertainment; respects existing residential neighborhoods; includes appropriate transitions between uses with differing intensities; safeguards the natural environment; and maintains Des Moines' sense of community.

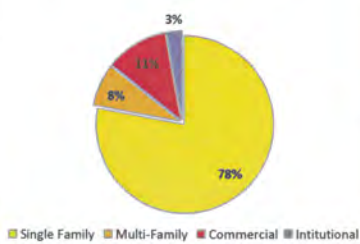
Figure 2-1 shows the percentage of the City's land area allocated to these use designations. Land use assumptions were developed utilizing the Puget Sound Regional Council growth targets and Des Moines Buildable Lands data provided in Appendix A. As indicated by the Buildable Lands analysis, Des Moines has

Comment [d11]: These items could be bulleted to further emphasize

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adequate capacity to accommodate the City's job and housing targets with a remaining surplus capacity. The City of Des Moines Zoning Map and Zoning Code establishes the zoning and associated development regulations.

Figure 2-1: Percentage of Land Allocated to Different Land Uses



Land use arrangements and mixes that promote complete communities with access to employment, shopping and leisure activities in a safe, inviting, and walkable environment, have been shown to influence the health of our local economy as well as the health of our citizens. Targeting the type and location of new growth also allows us to enhance areas of the city that need improvement, such as the Marina District, Business Park, Pacific Ridge and Pacific Highway South Corridor, and add needed jobs and housing while minimizing increases in traffic and protecting neighborhood quality of life. Similarly, parks and open space should be planned for and targeted to those areas where the need is greatest and where there will be increased housing densities. With this growth, the city

expects the quality of development to celebrate and enhance the City's history and identity.

Metro Rapid Ride and the future extension of light rail line to Des Moines provides opportunities to target new development to those areas accessible by high capacity transit. Portions of the Pacific Ridge, South Des Moines and Woodmont Neighborhoods that are located near or along the light rail route and will absorb development, jobs and housing that will benefit the immediate neighborhoods and the City as a whole.

GOALS

Goals

LU 1 ~~Goal 1-01-01~~ **2-01-01** *Preserve-Actively guide and manage growth in a way that:*

Comment [d12]: From General Planning Element

- *Preserves and enhances the quality of life and the diverse residential neighborhoods of the community, and serves them with vibrant business districts, open space, recreational facilities, affordable housing, and other supportive land uses;*
- *Protects environmentally critical areas and shorelines; and promote*
- *Promotes economic development.*

LU 2 *Promote a land use mix that helps to diversify the local economy, reduce poverty, and enhance the community by attracting new businesses, family wage jobs, new city revenues, and housing choices.*

LU 3 ~~2-03-05~~ **Promote/Establish** *a land use pattern, scale, and density that supports walking, biking and using transit to access goods, services, education, employment, and recreation public transportation services and encourages people to walk and bicycle, as well as provides convenient and safe automobile usage.*

LU 4 ~~2-01-02~~ *Remove physical and regulatory barriers to healthy food access in support of improved nutritional eating, reduced incidence of hunger and increased opportunities for physical activity.*

LU 5 *Maintain regulations and procedures that allow for siting of essential public facilities.*

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LU 6 ~~Nominate the City of Des Moines as a Regional Growth Center as defined by the Puget Sound Regional Council.~~

Comment [dl3]: Policy Question: Is this a direction Council wants to go? It is something we have discussed in the past.

Policies and Implementation Strategies

LU 1.1 ~~1-03-02~~ Utilize the Comprehensive Plan as the policy basis for preparing neighborhood plans, establishing development regulations, prioritizing capital improvement construction, reviewing individual development proposals and making other decisions affecting the growth and development of Des Moines and the surrounding area.

LU 1.1.1 ~~1-03-05~~ Plan for and regulate development to enhance the quality and maintain the unique character of Des Moines' neighborhoods and business districts.

LU 1.1.2 ~~1-04-07(2)~~ Update the Zoning Code, Subdivision Code and other development regulations to be consistent with the policies of the Comprehensive Plan and ensure development standards are clear and predictable, that simplify the review process and adapt to varied site or neighborhood conditions.

Comment [dl4]: Incorporated from GPE 1-04-03(2)

LU 1.1.3 ~~1-03-06~~ Establish and equitably enforce development standards that are clear, predictable and allow for flexibility to account for unique circumstances. If such enforcement is not possible, re-evaluate the standards and amend them to be more precisely defined.

Comment [dl5]: Incorporated in Strategy LU 1.1.3

LU 1.1.4 ~~1-03-07~~ Coordinate planning ~~for Des Moines activities and development review~~ with state, regional, ~~county-wide and neighboring jurisdictions'~~ local government, tribes and institutions to ensure compliance with established plans and regulations affecting Des Moines planning activities.

LU 1.1.5 ~~1-04-04(3)~~ Monitor and seek to influence planning activities and development decisions of neighboring jurisdictions affecting ~~the neighborhoods surrounding~~ Des Moines neighborhoods, and seek to influence those decisions consistent with the City of Des Moines Comprehensive Plan.

LU 1.2 ~~1-03-01~~ Manage community growth ~~so to ensure~~ that overall public benefits exceed public cost and 2-03-03 Ensure that adequate public facilities and services are available or can be provided concurrently with new development.

LU 1.2.1 Evaluate all capital improvement proposals for consistency with the Comprehensive Plan.

LU 1.2.2 Establish standards for new development to provide on- and off-site roadways, utilities and other public facilities as necessary to serve the additional demand generated by the development.

LU 1.3 ~~1-03-03~~ Monitor, review and update the Comprehensive Plan annually to reflect current community values, economic conditions, and technologies.

LU 1.3.1 ~~1-04-07(7)~~ Establish a schedule to review one or more elements of the Comprehensive Plan each year so that all elements ~~may be regularly amended to~~ present an accurate statement of existing city policy. ~~This schedule should ensure that each element of the plan is reviewed as often as necessary to remain current, but at least once every five years.~~ A proposed schedule is included in Appendix C8. The plan should be amended at least once every five years but no more frequently than once each year, except in emergency situations when the City Council determines ~~that a more frequent amendment~~ is necessary and in the public interest.

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LU 1.4 ~~Promote citizen involvement in updating the Comprehensive Plan, preparing development regulations, and reviewing major development proposals.~~

LU 1.4.1 ~~1-04-02(1)~~ Involve citizens in the process of preparing and amending the Comprehensive Plan and development regulations by using such techniques as ~~Planning Agency review, surveys,~~ public opinion polls, advisory committees, newspaper articles, public hearings, and public workshops.

LU 1.4.2 ~~Encourage and solicit the input of stakeholders, including residents; property and business owners; non-motorized transportation advocates; environmental preservation organizations; and transit, affordable housing, and public health agencies.~~

LU 1.4.3 ~~1-04-02(2)~~ Conduct public hearings on all development proposals that seek changes from existing development regulations (e.g., rezones, variances and planned unit developments) or which are potentially incompatible with neighboring development (e.g., conditional and unclassified uses) prior to city approval of those proposals. Provide an opportunity for public comment on all development proposals subject to SEPA review.

LU 1.4.4 ~~1-04-02(3)~~ Notify the public of all development proposals involving SEPA review or public hearings by using the most efficient methods available.

LU 1.5 ~~2-03-01~~ Seek a harmonious blend of living, working, shopping, recreational and cultural land uses.

LU 1.5.1 ~~2-04-15~~ Recognize the need for public and quasi-public facilities (parks, schools, churches, day care facilities) ~~which-that~~ play an important role in maintaining viable neighborhoods ~~and -P provide standards for-to ensure these uses to-ensure compatibility are compatible with~~ with ~~and minimize impacts to~~ neighborhoods.)

LU 1.5.2 ~~2-04-16~~ Require that new development maintain and enhance on-site open spaces, and provide on-site recreation facilities in new subdivisions and multifamily developments or pay appropriate in-lieu fees as required by the DMMC.

LU 1.5.3 ~~2-04-17~~ Apply development standards and strategies that address land use transitions in order to manage impacts on residents and businesses ~~included but not limited -Seek to minimize negative impacts of new development on neighborhoods by providing uniform standards at the interface of incompatible land uses which address,~~ but are not limited to, the following: site access and circulation; structure height, bulk, and scale; preservation of views; separation of buildings; landscaping; density; and noise buffering.

LU 1.5.4 ~~2-03-11~~ Regulate the siting of incompatible uses adjacent to the Sea-Tac airport, as defined in RCW 36.70.547 and the Washington State Department of Transportation's *Airports and Compatible Land Use Guidebook, M 3074.00* (January 2011).

LU 1.6 ~~2-03-02~~ Preserve open spaces where appropriate to:

1. Protect environmentally critical areas ~~and shorelines;~~
2. Protect endangered and threatened species;
3. Provide visual separation between ~~different~~ land uses, neighborhoods and city boundaries; and
4. Moderate the environmental and visual impacts of new development.

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LU 1.6.1

~~2-04-02~~ The City of Des Moines shall integrate responses to the listings under the Endangered Species Act into future planning and economic development efforts and resource management programs to achieve a balance between environmental, social and economic goals and objectives.

~~2-03-04 Preserve the integrity of existing single family neighborhoods;~~

Comment [dl6]: This is captured in policy 1.6

~~2-03-06 Maintain a balance between single and multifamily dwellings and preserve neighborhood character.~~

~~1. Future multifamily development should be limited to areas where the pattern of existing multifamily development and zoning is predominant.~~

~~2. Multifamily dwellings should also be permitted in conjunction with commercial developments within the Marina District, provided that such dwellings are designed to provide a quality residential environment while enhancing the appearance and commercial function of the business district.~~

~~2-03-07 Consider townhouse/duplex development in areas that:~~

~~3. Are transitional between single family and higher intensity uses;~~

~~1. Do not have a dominant pattern of existing and adequately maintained detached single family dwellings; and~~

~~2. Are not suitable for future detached single family development; or~~

~~3. Are designated for multifamily development.~~

Comment [dl7]: The intent of these policies is captured in the DMMC and Housing Element

LU 1.7

~~2-03-12~~ Recognize the City of Des Moines Comprehensive Plan Preferred Land Use Maps, **Figures 2-3 through 2-11**, as the official land use maps of the City of Des Moines, providing a geographic representation of the Land Use Element Goal and Policies. Recognize the City of Des Moines Zoning Map as the official zoning map. Undertake all planning activities to implement and support the designated land use pattern.

LU 1.7.1

~~2-04-01~~ Prepare specific land use plans for the neighborhoods shown on the Neighborhood Planning Areas Map (Figure 1-1).

LU 1.7.2

~~2-04-03~~ Create consistency between the uses designated in the City of Des Moines Comprehensive Plan with those designated on the City of Des Moines Zoning Map. The zoning map included as **Appendix D**, or as amended, shall officially designate land use and density in the City. Single family residential designated by the Zoning Map must reflect and maintain the existing neighborhood character by providing a variety of densities.

LU 1.7.3

~~2-04-04~~ Land designated by the Land Use Map for public facility should be used for public and quasi-public capital improvements such as government administrative offices, utility distribution, storage, processing, and maintenance facilities, marinas, schools, public safety and fire protection facilities, and libraries.

LU 1.7.4

~~2-04-05~~ Zoning should be brought into conformance with the City of Des Moines Comprehensive Plan Land Use Map.

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LU 1.7.5

~~2-04-06~~ Require all zoning changes to conform with the land use pattern designated on the City of Des Moines Comprehensive Plan Land Use Map. Require that all rezones consider, among other relevant considerations, the following:

1. The effect upon the physical and biological environments;
2. The effect on the economic, social and cultural environments;
3. The impact on adjacent land uses and neighborhoods; and
4. The impact on community and regional facilities, utilities, and transportation.

~~2-04-09 Allow master planning and planned unit development techniques for unique or unusual sites where innovative development patterns are desirable.~~

Comment [dl8]: DMMC currently contains provisions that allow for strategies such as master plans, PUDs, LIAs, etc. to address unique sites.

~~2-04-13 Permit home occupations in residential neighborhoods if they comply with standards that ensure compatibility with the neighborhood as defined by DMMC and state law.~~

~~2-04-14 Allow lot averaging in residential zones as regulated by the DMMC and state law.~~

Comment [dl9]: Addressed in DMMC.

LU 2.1

~~2-03-08~~ Enhance and improve the economic health of existing business districts and recognize each district's special attributes:

1. ~~Promote new development and redevelopment within the Marina District to reflect and enhance its ties to the waterfront, pedestrian orientation, and role in serving local shopping and service requirements.~~

Comment [dl10]: Duplicate language. See following strategy.

~~2.1.1 2-03-08(1)~~ Promote new development and redevelopment within the Marina District to create a vibrant ~~district-commercial center~~ with a quality mix of businesses that will enhance the waterfront, ~~and~~ serve as a destination for local residents and visitors.

~~2.1.2 Require-Ensure~~ that new construction contains and exhibits high-quality ~~building materials and~~ design elements ~~and building materials~~ as outlined ~~by-in~~ the Marina District Design Guidelines.

Comment [dl11]: Formerly part of 2-03-08(1)

~~2.1.3 2-03-08(2)~~ Promote new development and redevelopment within Pacific Ridge to create a district with a broad range of uses, serving a local and regional clientele and using the *Pacific Ridge Design Guidelines* to reduce crime and create a better working and living environment.

~~2.1.4 2-04-08~~ Encourage improvement of the Marina District and Pacific Ridge Neighborhood by working with the business community and other representative organizations to achieve the goals of the City of Des Moines Comprehensive Plan.

Comment [NCP12]: Was a stand-alone strategy

~~2.1.5 Facilitate the buildout of the North Central Neighborhood as a primary employment center that provides new family wage jobs and new revenues for the City.~~

~~LU 2.2 Support the revitalization of declining commercial areas and obsolete facilities through redevelopment, rehabilitation and other available means to provide long-term economic vitality.~~

~~LU 2.2.1 2-04-10~~ Seek to abate existing incompatible uses ~~and nuisances~~ in all neighborhoods when such abatement is consistent with public health, safety and welfare.

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LU 2.2.2 Encourage the assembly and redevelopment of key, underdeveloped parcels through incentives and public/private partnerships.

~~2-03-10~~ Within the Des Moines Marina property, allow commercial uses that are water dependent or related, serve marina users, or promote public access to the shoreline.

LU 2.2.3 Facilitate implementation of the *Marina and Beach Park Development Plan* objectives to develop the City's waterfront properties in a manner that:

- Revitalizes City's Waterfront;
- Attracts Both Local Citizens and Tourists;
- Generates Economic Activity in an Underused Area;
- Enriches Surrounding Area With an Attractive and Vibrant District; and
- Enhances City Revenues.

LU 2.2.4 ~~2-03-13~~ Recognize that the existence of concomitant agreements, contract rezones, development agreements and similar restrictions may limit the degree to which properties may be developed. Such restrictions established by the City shall be given substantial weight during consideration of requested amendments.

Comment [d113]: Intended to meet objectives identified through the Marina & Beach Park Development Planning process.

LU 3.1 Support the efforts of Sound Transit and King County Metro to develop a transit system that connects all areas of the city to existing and future high capacity transit using a multi-modal approach.

LU 3.1.1 ~~2-04-11~~ Negotiate with Sound Transit and the Cities of Kent, SeaTac and Federal Way on the extension of light rail through Des Moines.

LU 3.2 Establish Light Rail Station Area Planning framework goals and strategies for transit supportive development to occur within a ½ mile radius of future light rail stations.

LU 3.2.1 ~~2-04-12~~ Prepare a subarea plan/s, prepare zoning amendments and prepare design guidelines for the light rail station areas to be located within the South Des Moines and Woodmont Neighborhoods, considering the joint planning with the City of Kent on the Midway area.

LU 4.1 ~~2-03-14~~ Healthy Community:

1. Support fresh food distribution through farmers markets, urban farm stands, urban agriculture, community gardens and Community Supported Agriculture programs.
2. Encourage mixed-use, pedestrian, and transit-oriented development along major transit corridors and near transit nodes to enable residents to be physically active through daily activity, such as walking to school, work, and shopping.
3. Support concentrations of neighborhood, community, and retail amenities and services in close proximity to residential neighborhoods.

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LU 4.1.1 ~~2-04-19~~ Healthy Community

1. Consider development regulations that allow farmers markets, urban farm stands, Community Supported Agriculture distribution locations and community gardens as permitted uses and provide for the on-site sale and delivery of healthy food and beverages.
2. Support joint-use agreements for potential sites, such as publicly-owned, school or church properties, to allow community gardens and operation of mini farmers markets, farm stands or Community Supported Agriculture distribution to increase access to fresh produce.
- ~~2-3. Continue to implement established nutritional standards, physical activity standards and the K-FIT program at City-sponsored programs and events.~~

LU 5.1 Ensure land use decisions on essential public facilities meet the following criteria to be made consistent with the process and criteria set forth in the DMMC:

1. The facility meets the Growth Management Act definition of an essential public facility, as defined in RCW 36.70A.200(1) and as amended; or
2. The facility is on the statewide list maintained by the Office of Financial Management, ref. RCW 36.70A.200(4) or on the countywide list of essential public facilities; and
3. The facility is not otherwise regulated by the Des Moines Municipal Code (DMMC).

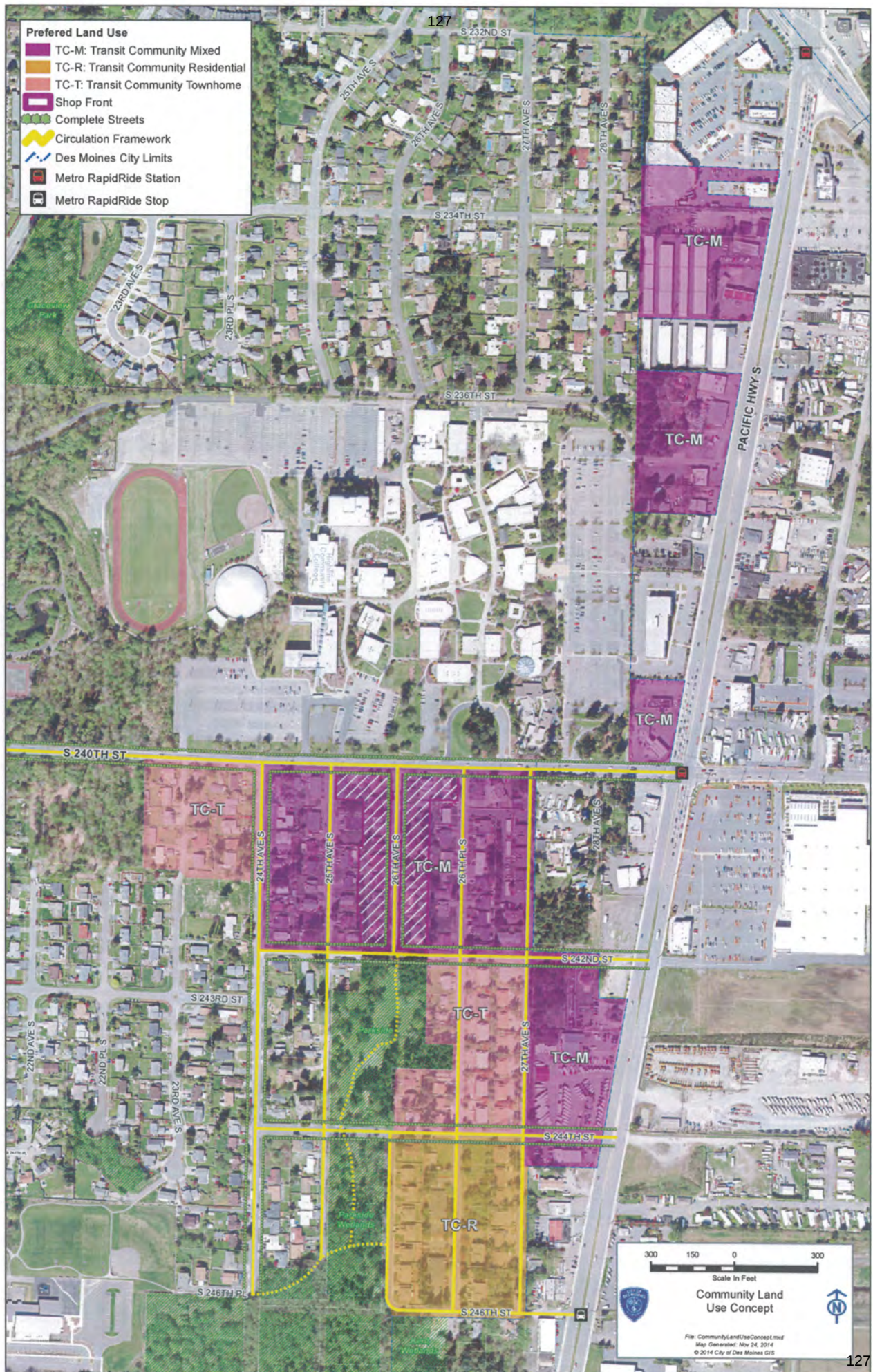
LU5.1.1 Recognize and use the Conditional Use Permit process and criteria to site essential public facilities as regulated by the DMMC.

LU 5.1.2 Consider social equity and health issues in siting essential public facilities, to provide protection from exposure to harmful substances and environments.

LU 6.1 Identify areas in the City that meet the Puget Sound Regional Council criteria for an Urban Center Designation.

LU 6.1.1 Complete the appropriate research, documentation and application process for nominating the City of Des Moines as a Regional Growth Center.

Comment [d114]: Policy Question: Is this a direction Council wants to go?



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Chapter 2: Land Use Element

BACKGROUND AND CONTEXT

The Land Use Element (LUE) addresses the general location and distribution of land uses within the city of Des Moines, the design and quality of the built environment, and provides the framework for other Plan Elements that guide aspects of land use such as Transportation, Conservation, Capital Facilities, Utilities, Public Services, Parks, Recreation, Open Space, Housing, Economic Development, and neighborhood subareas. The goals, policies and strategies listed in this element are meant to promote land use decisions and zoning to create future development opportunities in suitable locations for the next 20 years.



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Sound Region. This will help to strengthen the financial health of our community and reduce the tax burden on single family property owners.

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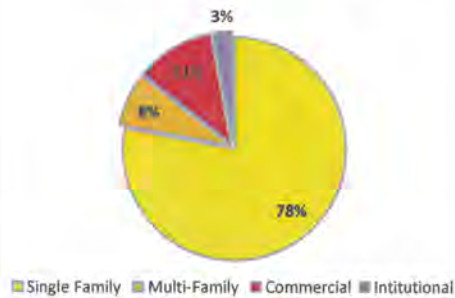
The Comprehensive Plan Preferred Land Use Map (Figure LU-2), identifies the preferred land uses and densities recommended for each area of the city. These designations help to achieve the City's vision by providing for sustainable growth that provides housing choices; locates population centers adjacent to transit and services; provides areas within the city to grow businesses, services, jobs and entertainment; respects existing residential neighborhoods; includes appropriate transitions between uses with differing intensities; safeguards the natural environment; and maintains Des Moines' sense of community.

Figure 2-1 shows the percentage of the City's land area allocated to these use designations. Land use assumptions were developed utilizing the Puget Sound Regional Council growth targets and Des Moines Buildable Lands data provided in Appendix A. As indicated by the Buildable Lands analysis, Des Moines has

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adequate capacity to accommodate the City's job and housing targets with a remaining surplus capacity. The City of Des Moines Zoning Map and Zoning Code establishes the zoning and associated development regulations.

Figure 2-1: Percentage of Land Allocated to Different Land Uses



Land use arrangements and mixes that promote complete communities with access to employment, shopping and leisure activities in a safe, inviting, and walkable environment, have been shown to influence the health of our local economy as well as the health of our citizens. Targeting the type and location of new growth also allows us to enhance areas of the city that need improvement, such as the Marina District, Business Park, Pacific Ridge and Pacific Highway South Corridor, and add needed jobs and housing while minimizing increases in traffic and protecting neighborhood quality of life. Similarly, parks and open space should be planned for and targeted to those areas where the need is greatest and where there will be increased housing densities. With this growth, the city expects the quality of development to celebrate and enhance the City's history and identity.

Metro Rapid Ride and the future extension of light rail line to Des Moines provides opportunities to target new development to those areas accessible by high capacity transit. Portions of the Pacific Ridge, South Des Moines and Woodmont Neighborhoods that are located near or along the light rail route and will absorb development, jobs and housing that will benefit the immediate neighborhoods and the City as a whole.

GOALS

Goals

- LU 1** *Actively guide and manage growth in a way that:*
- *Preserves and enhances the quality of life and the diverse residential neighborhoods of the community, and serves them with vibrant business districts, open space, recreational facilities, affordable housing, and other supportive land uses;*
 - *Protects environmentally critical areas and shorelines; and*
 - *Promotes economic development.*
- LU 2** *Promote a land use mix that helps to diversify the local economy, reduce poverty, and enhance the community by attracting new businesses, family wage jobs, new city revenues, and housing choices.*
- LU 3** *Establish a land use pattern, scale, and density that supports walking, biking and using transit to access goods, services, education, employment, and recreation as well as provides convenient and safe automobile usage.*
- LU 4** *Remove physical and regulatory barriers to healthy food access in support of improved nutritional eating, reduced incidence of hunger and increased opportunities for physical activity.*
- LU 5** *Maintain regulations and procedures that allow for siting of essential public facilities.*

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- LU 6** *Nominate the City of Des Moines as a Regional Growth Center as defined by the Puget Sound Regional Council.*

Policies and Implementation Strategies

- LU 1.1** Utilize the Comprehensive Plan as the policy basis for preparing neighborhood plans, establishing development regulations, prioritizing capital improvement construction, reviewing individual development proposals and making other decisions affecting the growth and development of Des Moines and the surrounding area.
- LU 1.1.1 Plan for and regulate development to enhance the quality and maintain the unique character of Des Moines' neighborhoods and business districts.
 - LU 1.1.2 Update the Zoning Code, Subdivision Code and other development regulations to be consistent with the policies of the Comprehensive Plan and ensure development standards are clear and predictable, that simplify the review process and adapt to varied site or neighborhood conditions.
 - LU 1.1.3 Establish and equitably enforce development standards that are clear, predictable and allow for flexibility to account for unique circumstances. If such enforcement is not possible, re-evaluate the standards and amend them to be more precisely defined.
 - LU 1.1.4 Coordinate planning activities and development review with state, regional, and local government, tribes and institutions to ensure compliance with established plans and regulations affecting Des Moines..
 - LU 1.1.5 Monitor and seek to influence planning activities and development decisions of neighboring jurisdictions affecting Des Moines neighborhoods, and seek to influence those decisions consistent with the City of Des Moines Comprehensive Plan.
- LU 1.2** Manage community growth to ensure that overall public benefits exceed public cost and that adequate public facilities and services are available or can be provided concurrently with new development.
- LU 1.2.1 Evaluate all capital improvement proposals for consistency with the Comprehensive Plan.
 - LU 1.2.2 Establish standards for new development to provide on- and off-site roadways, utilities and other public facilities as necessary to serve the additional demand generated by the development.
- LU 1.3** Monitor, review and update the Comprehensive Plan annually to reflect current community values, economic conditions, and technologies.
- LU1.3.1 Establish a schedule to review one or more elements of the Comprehensive Plan each year so that all elements present an accurate statement of existing city policy. A proposed schedule is included in **Appendix B**. The plan should be amended at least once every five years but no more frequently than once each year, except in emergency situations when the City Council determines it is necessary and in the public interest.
- LU 1.4** Promote citizen involvement in updating the Comprehensive Plan, preparing development regulations, and reviewing major development proposals.

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LU 1.4.1 Involve citizens in the process of preparing and amending the Comprehensive Plan and development regulations by using such techniques as surveys, public opinion polls, advisory committees, newspaper articles, public hearings, and public workshops.

LU 1.4.2 Encourage and solicit the input of stakeholders, including residents; property and business owners; non-motorized transportation advocates; environmental preservation organizations; and transit, affordable housing, and public health agencies.

LU 1.4.3 Conduct public hearings on all development proposals that seek changes from existing development regulations (e.g., rezones, variances and planned unit developments) or which are potentially incompatible with neighboring development (e.g., conditional and unclassified uses) prior to city approval of those proposals. Provide an opportunity for public comment on all development proposals subject to SEPA review.

LU 1.4.4 Notify the public of all development proposals involving SEPA review or public hearings by using the most efficient methods available.

LU 1.5 Seek a harmonious blend of living, working, shopping, recreational and cultural land uses.

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LU 1.5.2 Require that new development maintain and enhance on-site open spaces, and provide on-site recreation facilities in new subdivisions and multifamily developments or pay appropriate in-lieu fees as required by the DMMC.

LU 1.5.3 Apply development standards and strategies that address land use transitions in order to manage impacts on residents and businesses included but not limited , but are not limited to, the following: site access and circulation; structure height, bulk, and scale; preservation of views; separation of buildings; landscaping; density; and noise buffering.

LU 1.5.4 Regulate the siting of incompatible uses adjacent to the Sea-Tac airport, as defined in RCW 36.70.547 and the Washington State Department of Transportation's *Airports and Compatible Land Use Guidebook, M 3074.00* (January 2011).

LU 1.6 Preserve open spaces where appropriate to:

1. Protect environmentally critical areas and shorelines;
2. Protect endangered and threatened species;
3. Provide visual separation between different land uses, neighborhoods and city boundaries; and
4. Moderate the environmental and visual impacts of new development.

LU 1.6.1 The City of Des Moines shall integrate responses to the listings under the Endangered Species Act into future planning and economic development efforts and resource management programs to achieve a balance between environmental, social and economic goals and objectives.

LU 1.7 Recognize the City of Des Moines Comprehensive Plan Preferred Land Use Maps, **Figures 2-3 through 2-11**, as the official land use maps of the City of Des Moines, providing a geographic representation of the Land Use Element Goal and Policies. Recognize the City of Des Moines

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Zoning Map as the official zoning map. Undertake all planning activities to implement and support the designated land use pattern.

- LU 1.7.1 Prepare specific land use plans for the neighborhoods shown on the Neighborhood Planning Areas Map (Figure 1-1).
- LU 1.7.2 Create consistency between the uses designated in the City of Des Moines Comprehensive Plan with those designated on the City of Des Moines Zoning Map. The zoning map included as **Appendix D**, or as amended, shall officially designate land use and density in the City. Single family residential designated by the Zoning Map must reflect and maintain the existing neighborhood character by providing a variety of densities.
- LU 1.7.3 Land designated by the Land Use Map for public facility should be used for public and quasi-public capital improvements such as government administrative offices, utility distribution, storage, processing, and maintenance facilities, marinas, schools, public safety and fire protection facilities, and libraries.
- LU 1.7.4 Zoning should be brought into conformance with the City of Des Moines Comprehensive Plan Land Use Map.
- LU 1.7.5 Require all zoning changes to conform with the land use pattern designated on the City of Des Moines Comprehensive Plan Land Use Map. Require that all rezones consider, among other relevant considerations, the following:
 1. The effect upon the physical and biological environments;
 2. The effect on the economic, social and cultural environments;
 3. The impact on adjacent land uses and neighborhoods; and
 4. The impact on community and regional facilities, utilities, and transportation.

- LU 2.1 Enhance and improve the economic health of existing business districts and recognize each district's special attributes:
 - 2.1.1 Promote new development and redevelopment within the Marina District to create a vibrant commercial center with a quality mix of businesses that will enhance the waterfront, serve as a destination for local residents and visitors.
 - 2.1.2 Ensure that new construction contains and exhibits high-quality building materials and design elements as outlined in the *Marina District Design Guidelines*.
 - 2.1.3 Promote new development and redevelopment within Pacific Ridge to create a district with a broad range of uses, serving a local and regional clientele and using the *Pacific Ridge Design Guidelines* to reduce crime and create a better working and living environment.
 - 2.1.4 Encourage improvement of the Marina District and Pacific Ridge Neighborhood by working with the business community and other representative organizations to achieve the goals of the City of Des Moines Comprehensive Plan.
 - 2.1.5 Facilitate the buildout of the North Central Neighborhood as a primary employment center that provides new family wage jobs and new revenues for the City.

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- LU 2.2** Support the revitalization of declining commercial areas and obsolete facilities through redevelopment, rehabilitation and other available means to provide long-term economic vitality.
- LU 2.2.1** Seek to abate existing incompatible uses and nuisances when such abatement is consistent with public health, safety and welfare.
 - LU 2.2.2** Encourage the assembly and redevelopment of key, underdeveloped parcels through incentives and public/private partnerships.
 - LU 2.2.3** Facilitate implementation of the *Marina and Beach Park Development Plan* objectives to develop the City's waterfront properties in a manner that:
 - Revitalizes City's Waterfront;
 - Attracts Both Local Citizens and Tourists;
 - Generates Economic Activity in an Underused Area;
 - Enriches Surrounding Area With an Attractive and Vibrant District; and
 - Enhances City Revenues.
 - LU 2.2.4** Recognize that the existence of concomitant agreements, contract rezones, development agreements and similar restrictions may limit the degree to which properties may be developed. Such restrictions established by the City shall be given substantial weight during consideration of requested amendments.
- LU 3.1** Support the efforts of Sound Transit and King County Metro to develop a transit system that connects all areas of the city to existing and future high capacity transit using a multi-modal approach.
- LU 3.1.1** Negotiate with Sound Transit and the Cities of Kent, SeaTac and Federal Way on the extension of light rail through Des Moines.
- LU 3.2** Establish Light Rail Station Area Planning framework goals and strategies for transit supportive development to occur within a ½ mile radius of future light rail stations.
- LU 3.2.1** Prepare a subarea plan/s, prepare zoning amendments and prepare design guidelines for the light rail station areas to be located within the South Des Moines and Woodmont Neighborhoods, considering the joint planning with the City of Kent on the Midway area.
- LU 4.1** Healthy Community:
1. Support fresh food distribution through farmers markets, urban farm stands, urban agriculture, community gardens and Community Supported Agriculture programs.
 2. Encourage mixed-use, pedestrian, and transit-oriented development along major transit corridors and near transit nodes to enable residents to be physically active through daily activity, such as walking to school, work, and shopping.
 3. Support concentrations of neighborhood, community, and retail amenities and services in close proximity to residential neighborhoods.
- LU 4.1.1** Healthy Community
 1. Consider development regulations that allow farmers markets, urban farm stands, Community Supported Agriculture distribution locations and community gardens as

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permitted uses and provide for the on-site sale and delivery of healthy food and beverages.

2. Support joint-use agreements for potential sites, such as publicly-owned, school or church properties, to allow community gardens and operation of mini farmers markets, farm stands or Community Supported Agriculture distribution to increase access to fresh produce.
3. Continue to implement established nutritional standards, physical activity standards and the K-FIT program at City-sponsored programs and events.

LU 5.1 Ensure land use decisions on essential public facilities meet the following criteria to be made consistent with the process and criteria set forth in the DMMC:

1. The facility meets the Growth Management Act definition of an essential public facility, as defined in RCW 36.70A.200(1) and as amended; or
2. The facility is on the statewide list maintained by the Office of Financial Management, ref. RCW 36.70A.200(4) or on the countywide list of essential public facilities; and
3. The facility is not otherwise regulated by the Des Moines Municipal Code (DMMC).

LU5.1.1 Recognize and use the Conditional Use Permit process and criteria to site essential public facilities as regulated by the DMMC.

LU 5.1.2 Consider social equity and health issues in siting essential public facilities, to provide protection from exposure to harmful substances and environments.

LU 6.1 Identify areas in the City that meet the Puget Sound Regional Council criteria for an Urban Center Designation.

LU 6.1.1 Complete the appropriate research, documentation and application process for nominating the City of Des Moines as a Regional Growth Center.

Chapter 7: **HOUSING ELEMENT**

7-01 GOALS

7-01-01 Encourage the development, preservation, or replacement of housing stock that is affordable to all economic segments of the community.

7-01-02 Encourage the development of special-needs housing, especially for the senior population, commensurate with the demand for such housing.

7-01-03 Protect existing and planned residential areas from adverse impacts associated with incompatible land uses or transportation facilities or activities.

7-02 BACKGROUND AND CONTEXT

7-02-01 The Growth Management Act (GMA) includes the following goal regarding housing:

“Encourage the availability of affordable housing to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock.” [RCW 36.70A.020(4)]

7-02-02 The Growth Management Act requires that Des Moines adopt:

“A housing element ensuring the vitality and character of established residential neighborhoods that: (a) Includes an inventory and analysis of existing and projected housing needs; (b) includes a statement of goals, policies, and objectives for the preservation, improvement, and development of housing; (c) identifies sufficient land for housing, including, but not limited to, government-assisted housing, housing for low-income families, manufactured housing, multifamily housing, and group homes and foster care facilities; and (d) makes adequate provisions for existing and projected needs of all economic segments of the community.” [RCW 36.70A.070(2)]

7-02-03 The Washington State Housing Policy Act requires that Des Moines:

- (1) Allow accessory apartments (accessory living quarters) within single-family residential zones; and
- (2) Regulate residential structures occupied by persons with handicaps no differently than similar residential structures occupied by a family or unrelated individuals.

7-02-04 The Countywide Planning Policies for King County (CWPP) require that Des Moines:

- (1) Provide for a variety of housing types and opportunities for all economic segments;
- (2) Estimate the number of net new housing units that will be affordable to the various income groups;
- (3) Demonstrate that local land use regulations allow for the estimated number of affordable units;
- (4) Share in the responsibility for ensuring an equitable distribution of affordable housing;
- (5) Participate in the development of countywide resources to address the large demand for affordable housing;
- (6) Apply policies or strategies to provide its share of affordable housing;
- (7) Identify existing low-cost housing that may be lost due to redevelopment and develop strategies to preserve or replace low-cost housing; and
- (8) Annually determine the number of new units constructed and affordability of those units.

7-02-05 The Land Use Element of the City of Des Moines Comprehensive Plan provides the adopted policies regarding residential densities, unit mix, location, and future population.

7-02-06 The Growth Management Planning Council of King County and the City of Des Moines Buildable Lands Report estimates that growth in the number of households will continue in Des Moines throughout the current planning horizon. (The current numbers of housing units are provided in Appendix A; household growth targets and the Buildable Lands Report are in Appendix B).

7-02-07 The City of Des Moines Buildable Lands Report (Appendix B) provides an inventory and analysis of existing and projected housing needs in the City and identifies developed and undeveloped land appropriate for housing.

7-02-08 Much of Des Moines is impacted by aircraft noise related to Sea-Tac International Airport (STIA). Virtually all of the City of Des Moines is within the 65 Ldn noise contour, and large portions of the City are within the 70 or 75 Ldn noise contour (STIA Existing Noise Exposure Map, 1991). Existing and projected noise contours constrain the amount of land appropriate for residential use. As part of the Port of Seattle (POS) Noise Remedy Program, hundreds of dwellings in Des Moines have been purchased and relocated outside Des Moines by the POS. While land uses within the City of Des Moines will be urban in nature as directed by GMA and the Countywide Planning Policies, residential densities will be less than would occur in the absence of STIA.

7-02-09 Environmental noise levels generated by STIA operations necessitated that Des Moines adopt Sound Transmission Control requirements (chapter 14.08 DMMC, International Building Code). These construction standards, which require interior noise reduction levels of 30-35 dBA, contribute to housing construction costs within Des Moines. As a result, opportunities to provide housing affordable to all segments of the community may be constrained by existing noise levels.

7-02-10 Des Moines has several assisted-living facilities that provide housing opportunities for senior citizens and others requiring special-needs housing.

7-02-11 Mobile/manufactured home parks can provide housing opportunities for low and very low income households. Seven mobile home parks exist within the City. Properties presently occupied by mobile home parks are reasonable locations for these types of dwellings.

7-02-12 Manufactured homes can be placed in residential zones within the City of Des Moines; however, they must meet Des Moines' Sound Transmission Control requirements and other applicable codes and manufacturer requirements.

7-03 POLICIES

7-03-01 Continue to assist regional, multi-jurisdictional efforts to address the region's need for low and moderate income housing, and special-needs housing. Assist the private sector, non-profit agencies, and public entities in the planning and development of affordable and special-needs housing within and near Des Moines.

7-03-02 Encourage equitable distribution of low-income and special-needs housing throughout southwest King County and especially in nearby jurisdictions.

7-03-03 Promote the repair and maintenance of existing housing to preserve and enhance Des Moines' housing stock and retain the availability of safe, sanitary, and affordable units.

7-03-04 Residential areas should be protected from adverse impacts associated with incompatible land uses or nearby transportation facilities/activities.

7-03-05 Promote compliance with the Land Use Element's residential policies regarding density, population, housing mix, locational criteria, etc.

7-03-06 Promote compatible residential development that is affordable to all economic segments of the Des Moines community. Ensure City codes and development regulations do not create unnecessary barriers to affordable housing.

7-03-07 In order to protect new dwellings from existing noise impacts associated with STIA, ensure that new residential construction includes Sound Transmission Control Requirements.

7-03-08 Allow the siting of mobile/manufactured homes within mobile home parks when all applicable regulations can be satisfied.

7-03-09 Accessory living quarters can provide low-cost housing opportunities when potential adverse impacts can be mitigated satisfactorily.

7-03-10 Continue to require on-site recreation areas within new single family subdivisions and multifamily developments.

7-03-11 Continue to allow home occupations as specified by the DMMC.

7-03-12 To take advantage of financial incentives that may be available from the federal government, the City of Des Moines targets the development of housing affordable to households with incomes no greater than 80% of the King County Area Median income, adjusted for family size, to mixed use zones along Pacific Highway South within the South Des Moines Neighborhood.

7-04 **STRATEGIES**

7-04-01 Work cooperatively with other King County cities/agencies to address regional housing issues.

7-04-02 Evaluate the formation of a South County organization such as ARCH (A Regional Coalition for Housing) to address housing and other social service issues related to housing.

7-04-03 Assist social service organizations that provide housing for low income and special needs populations, operate emergency shelters, or provide other housing-related services available to Des Moines residents.

7-04-04 Review the appropriateness of techniques for providing housing affordable to all income groups, such as regional, state and federal housing programs, housing trust fund, inclusionary zoning, development incentives, fee waivers, fast-track processing or assistance to housing agencies.

7-04-05 Continue to implement the residential policies of the Land Use Element regarding dispersion of housing types, unit mix, future population, etc.

7-04-06 Protect existing and planned residential areas from unmitigated adverse impacts that may be generated by nearby incompatible land uses or transportation facilities or activities.

7-04-07 Coordinate with neighborhood-based groups and other organizations to promote preservation and rehabilitation of existing residential areas.

7-04-08 Ensure that the Port of Seattle (POS) and the Federal Aviation Administration (FAA) mitigate the impacts of environmental noise upon Des Moines' residential areas.

7-04-09 Use local Capital Improvement Program funds, grants, and other funding sources to provide needed capital improvements, such as sidewalks, street lighting, and neighborhood parks in existing residential neighborhoods.

7-04-10 Continue code enforcement programs.

7-04-11 Publicize King County's housing rehabilitation program available to low and moderate income residents of Des Moines.

7-04-12 As required by state law, eliminate/prohibit regulatory barriers to the siting of group homes, foster care facilities, and facilities for other special populations. Ensure that residential structures occupied by persons with disabilities are not regulated differently than structures for persons without disabilities. Strive for equitable distribution of special-needs housing among neighboring jurisdictions, and among Des Moines' neighborhoods.

7-04-13 Continue to allow dwelling units as permitted by the Zoning Code. Review and revise accessory dwelling unit regulations for limitations that are unnecessary. Amend the Zoning Code to allow for kitchen facilities in accessory dwelling units when these and other criteria are met.

- a) Minimum lot size
- b) Parking
- c) Owner-occupied units
- d) Size of unit
- e) Density
- f) Height

7-04-14 Consider revising the Zoning Code to allow cottage housing in single family and multifamily zones when this and other appropriate criteria can be met

- a) Minimum lot area
- b) Unit size
- c) Parking
- d) Homeownership required
- e) Separation between cottage housing developments
- f) Density
- g) Height

7-04-15 Allow mobile/manufactured and modular homes within Des Moines when such structures satisfy all applicable health and safety codes.

7-04-16 Continue to allow planned unit developments as provided by the DMMC. Consider textual code amendments that would allow administrative approval of final development plans, and reduce or eliminate minimum site area requirements.

7-04-17 Continue to allow townhome developments. Consider textual code amendments that would allow the design review process of townhome developments to occur during the

final plat process, rather than during preliminary review. Continue to require a conceptual site plan at time of preliminary review.

7-04-18 Encourage site and building designs that promote the safety and security of residents and visitors.

7-04-19 Encourage the establishment of Block Watch programs in all residential areas.

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Chapter No 7: Housing Element

BACKGROUND AND CONTEXT

Comment [NCP1]: Revised Text - We could add more to the background.

This Housing Element contains the goals and policies that identify steps the City of Des Moines can take in response to housing issues found within the community. These steps are intended to ensure the vitality of the existing residential stock, estimate current and future housing needs, and provide direction to implement programs that satisfy those needs consistent with the goals and requirements of the Growth Management Act (GMA). Specifically, the housing goal stated in the GMA is to:

"Encourage the availability of affordable housing to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock."

The King County Countywide Planning Policies (CWPPs) require all cities to share the responsibility for achieving a rational and equitable distribution of affordable housing and provide for a variety of housing types and opportunities for all economic segments in King County.

VISION 2040 contains multi-county planning policies that provide a policy framework and numeric guidance for local growth management planning and target setting. The overarching goal of VISION 2040 is for the region to preserve, improve, and expand its housing stock to provide a range of affordable, healthy, and safe housing choices to every resident, with fair and equal access to housing for all people.

Affordable housing is a significant need that shapes the quality of life for our community. Current and future residents of Des Moines, like people throughout the region, need housing affordable at a variety of income levels. Thirteen percent of the City's population lives at or below the poverty level. Though nearly all of the City's supply of rental housing is priced below the top of the moderate (middle) income rental range, nearly half of the city's renters, and especially those with low and very low incomes now pay more than 35 percent of their incomes for rent. To meet the housing needs, higher density housing and affordable housing will be targeted near transit stations/stops and in the Marina District.

The availability of diverse housing choices and affordable housing for all income groups is essential to a stable, healthy, and thriving community. Demographic trends indicate a shift in future market demand towards smaller housing units, rental housing units, and mixed-use housing in a lively, amenity-rich environment. The City must adapt to these market trends and preferences to be successful.

While the City does not control private sector investment, which is necessary for the development of quality housing and neighborhoods, the City should take the steps within its power to facilitate development of the types of housing that will create the best opportunity for success. Steps that can be taken (and in most cases already have) include creating development regulations that allow these types of products, establishment of incentives for certain development types, evaluation of current codes for barriers to certain housing types, and creation of public-private partnerships.

The City of Des Moines Buildable Lands Report (Appendix B) provides an inventory and analysis of existing and projected housing needs in the City and identifies developed and undeveloped land appropriate for housing.

7-02-01 The Growth Management Act (GMA) includes the following goal regarding housing:

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"Encourage the availability of affordable housing to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock." [RCW 36.70A.020(4)]

7-02-02 — The Growth Management Act requires that Des Moines adopt:

"A housing element ensuring the vitality and character of established residential neighborhoods that: (a) includes an inventory and analysis of existing and projected housing needs; (b) includes a statement of goals, policies, and objectives for the preservation, improvement, and development of housing; (c) identifies sufficient land for housing, including, but not limited to, government-assisted housing, housing for low-income families, manufactured housing, multifamily housing, and group homes and foster care facilities; and (d) makes adequate provisions for existing and projected needs of all economic segments of the community." [RCW 36.70A.070(2)]

7-02-03 — The Washington State Housing Policy Act requires that Des Moines:

- (1) — Allow accessory apartments (accessory living quarters) within single family residential zones; and
- (2) — Regulate residential structures occupied by persons with handicaps no differently than similar residential structures occupied by a family or unrelated individuals.

7-02-04 — The Countywide Planning Policies for King County (CWPP) require that Des Moines:

- (1) — Provide for a variety of housing types and opportunities for all economic segments;
- (2) — Estimate the number of net new housing units that will be affordable to the various income groups;
- (3) — Demonstrate that local land use regulations allow for the estimated number of affordable units;
- (4) — Share in the responsibility for ensuring an equitable distribution of affordable housing;
- (5) — Participate in the development of countywide resources to address the large demand for affordable housing;
- (6) — Apply policies or strategies to provide its share of affordable housing;
- (7) — Identify existing low-cost housing that may be lost due to redevelopment and develop strategies to preserve or replace low-cost housing; and
- (8) — Annually determine the number of new units constructed and affordability of those units.

7-02-05 — The Land Use Element of the City of Des Moines Comprehensive Plan provides the adopted policies regarding residential densities, unit mix, location, and future population.

7-02-06 — The Growth Management Planning Council of King County and the City of Des Moines Buildable Lands Report estimates that growth in the number of households will continue in Des Moines throughout the current planning horizon. (The current numbers of housing units are provided in Appendix A; household growth targets and the Buildable Lands Report are in Appendix B).

7-02-07 — The City of Des Moines Buildable Lands Report (Appendix B) provides an inventory and analysis of existing and projected housing needs in the City and identifies developed and undeveloped land appropriate for housing.

7-02-08 — Much of Des Moines is impacted by aircraft noise related to Sea-Tac International Airport (STIA). Virtually all of the City of Des Moines is within the 65 Ldn noise contour, and large portions of the City are within the 70 or 75 Ldn noise contour (STIA Existing Noise Exposure Map, 1991). Existing and projected noise contours constrain the amount of land appropriate for residential use. As part of the Port of Seattle (POS) Noise Remedy Program, hundreds of dwellings in Des Moines have been purchased and relocated outside Des Moines by the

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POS. While land uses within the City of Des Moines will be urban in nature as directed by GMA and the Countywide Planning Policies, residential densities will be less than would occur in the absence of STIA.

~~7-02-09 Environmental noise levels generated by STIA operations necessitated that Des Moines adopt Sound Transmission Control requirements (chapter 14.08 DMMC, International Building Code). These construction standards, which require interior noise reduction levels of 30-35 dBA, contribute to housing construction costs within Des Moines. As a result, opportunities to provide housing affordable to all segments of the community may be constrained by existing noise levels.~~

~~7-02-10 Des Moines has several assisted living facilities that provide housing opportunities for senior citizens and others requiring special needs housing.~~

~~7-02-11 Mobile/manufactured home parks can provide housing opportunities for low and very low income households. Seven mobile home parks exist within the City. Properties presently occupied by mobile home parks are reasonable locations for these types of dwellings.~~

~~7-02-12 Manufactured homes can be placed in residential zones within the City of Des Moines; however, they must meet Des Moines' Sound Transmission Control requirements and other applicable codes and manufacturer requirements~~

GOALS AND POLICIES

Goals

- HOU 1 To encourage the development, preservation, or replacement of housing stock that is affordable to all economic segments of the community.
- HOU 2 To encourage and support a variety of housing opportunities for those with the development of special-needs housing, particularly those with challenges related to age, health or disability, especially for the senior population, commensurate with the demand for such housing.
- HOU 3 To protect existing and planned residential areas from adverse impacts associated with incompatible land uses or transportation facilities or activities.
- HOU 4 To collaborate with other jurisdictions and organizations to meet housing needs and address solutions that cross jurisdictional boundaries.
- HOU 5 To encourage the development of an appropriate mix of housing choices through innovative land use and well-crafted regulations.
- HOU 6 To proactively plan for an respond to trends in housing demand.

Comment [NCP2]: Policy Question: Do we want to use "To" to differentiate a goal and policy?

Policies

- HOU 1.1 Zone sufficient buildable land, create adequate usable development capacity and allow for an appropriate mix of housing types to accommodate Des Moines's projected share of King County population growth over the next 20 years.
- HOU 1.1.1 Continue to provide opportunities and incentives through the Planned Unit Development (PUD) process for a variety of housing types and site planning techniques that can achieve the maximum housing potential of the site.~~Continue to allow planned~~

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~~unit developments as provided by the DMMC. Consider textual code amendments that would allow administrative approval of final development plans, and reduce or eliminate minimum site area requirements.~~

- HOU 1.1.2 Continue to allow townhome developments. Consider textual code amendments that would allow the design review process of townhome developments to occur during the final plat process, rather than during preliminary review. Continue to require a conceptual site plan at time of preliminary review.

Comment [NCP3]: Policy Question: Is this something we still want to consider? Why?

- HOU 1.1.3 Promote and foster, where appropriate, innovative and non-traditional housing types such as live/work housing and attached and detached accessory dwelling units, as alternative means of accommodating residential growth and providing affordable housing options.

Comment [NCP4]: Provides policy to draft code around these types of housing products.

- HOU 1.1.4 Encourage infill development on vacant or underutilized sites.

Comment [NCP5]: Perhaps this opens the door to infill housing initiatives?

- HOU 1.2 Continue to assist regional, multi-jurisdictional efforts to address the region's need for low and moderate income housing, and special-needs housing.

- HOU 1.2.1 Work cooperatively with other King County cities/agencies to address regional housing issues.

- HOU 1.3 Assist the private sector, non-profit agencies, and public entities in the planning and development of affordable and special-needs housing within and near Des Moines.

- HOU 1.3.1 Encourage affordable housing availability in all neighborhoods throughout the city, particularly in proximity to transit, employment, and/or educational opportunities.

Comment [NCP6]: This seems appropriate for future LLR planning. Same with below.

- HOU 1.3.2 Consider mandating an affordability component in Light Rail Station Areas or other Transit-Oriented Communities.

- HOU 1.3.3 Assist social service organizations that provide housing for low income and special needs populations, operate emergency shelters, or provide other housing-related services available to Des Moines residents.

- HOU 1.3.4 As required by state law, ~~eliminate/prohibit/remove~~ regulatory barriers to the siting of group homes, foster care facilities, and facilities for other special populations. ~~Ensure that residential structures occupied by persons with disabilities are not regulated differently than structures for persons without disabilities.~~ Strive for equitable distribution of special-needs housing within the City of Des Moines and among neighboring jurisdictions, and among Des Moines' neighborhoods.

- HOU 1.3.5 ~~Review the appropriateness of techniques for~~ Support programs and strategies aimed at providing housing affordable to all income groups, such as regional, state and federal housing programs, housing trust fund, inclusionary zoning, development incentives, fee waivers, fast-track processing or assistance to housing agencies.

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HOU 1.4 Encourage equitable distribution of low-income and special-needs housing throughout ~~southwest King County and especially in nearby jurisdictions.~~

HOU 1.5 ~~To take advantage of financial incentives that may be available from the federal government, the City of Des Moines should targets-Target~~ the development of housing affordable to households with incomes no greater than 80% of the King County Area Median income, adjusted for family size, to mixed use zones along Pacific Highway South within the South Des Moines Neighborhood ~~that are served by transit and other public services.~~

Comment [NCP7]: Policy Question: Is this still a policy for the city?

HOU 1.6 Promote compatible residential development that is affordable to all economic segments of the Des Moines community. Ensure City codes and development regulations do not create unnecessary barriers to affordable housing.

HOU 1.6.1 Encourage development of mixed-income projects and communities.

HOU 1.7 Promote the preservation, repair and maintenance of existing housing stock in Des Moines ~~preserve and enhance Des Moines' housing stock and to~~ retain the availability of healthy, safe, sanitary, and affordable units.

HOU 1.7.1 Coordinate with neighborhood-based groups and other organizations to promote preservation and rehabilitation of existing residential areas.

HOU 1.7.2 Publicize King County's ~~housing rehabilitation~~ Minor Home Repair Program available to low and moderate income residents of Des Moines.

Comment [dl8]: Supports Goal HO 4

HOU 1.8 Protect rResidential areas ~~should be protected~~ from adverse impacts associated with incompatible land uses or nearby transportation facilities/activities.

HOU 1.8.1 Protect existing and planned residential areas from unmitigated adverse impacts that may be generated by nearby incompatible land uses or transportation facilities or activities.

HOU 1.8.3 Ensure that the Port of Seattle (POS) and the Federal Aviation Administration (FAA) mitigate the impacts of environmental noise upon Des Moines' residential areas.

HOU Avoid siting future housing in close proximity to Sea-Tac Airport pursuant to RCW 36.70.547 and the Washington State Department of Transportation Airports and Compatible Land Use Guidebook, M3074.00 (January 2011, as amended).

HOU 1.9 Promote ~~compliance consistency~~ with the Land Use Element's residential policies regarding density, population, housing mix, locational criteria, etc.

HOU 1.9.1 ~~Continue to implement~~ the residential policies of the Land Use Element regarding dispersion of housing types, unit mix, and future population, etc.

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HOU 1.9.2 Maintain a strong code enforcement program to maintain neighborhood quality and reduce the potential for nuisance properties and housing. ~~Continue code enforcement programs.~~

HOU 1.9.3 Consider ~~revising the Zoning Code teregulations that would~~ allow cottage housing in single family and multifamily zones when ~~this and other~~ appropriate criteria can be met.

Comment [dl9]: Supports Goal HOU 5.

1. ~~Minimum lot area~~
2. ~~Unit size~~
3. ~~Parking~~
4. ~~Homeownership required~~
5. ~~Separation between cottage housing developments~~
6. ~~Density~~
7. ~~Height~~

HOU 1.9.4 Allow mobile/manufactured and modular homes within Des Moines when such structures satisfy all applicable health and safety codes.

Comment [dl10]: Need to be compliant with State law regarding manufactured housing.

HOU 1.9.5 Continue to allow accessory housing units within single-family neighborhoods in a way that protects residential character, maintains specific design standards, and complies with all applicable laws.

Comment [NCP11]: Replaces deleted outdated strategy for ALQs.

HOU 1.10 Initiate and encourage equitable and inclusive community involvement that fosters civic pride and positive neighborhood image.

Comment [NCP12]: New policy to support existing implementation strategy + added new policy.

HOU 1.10.1 ~~Craft~~Establish regulations and procedures ~~to that~~ provide a high degree of certainty and predictability to applicants and the community at-large and ~~to~~ minimize unnecessary time delays in the review of residential permit applications, while still maintaining opportunities for public involvement and review.

HOU 1.10.2 Encourage the establishment of Block Watch programs in all residential areas.

HOU 1.11 Integrate and coordinate construction of public infrastructure with private development to minimize housing costs wherever possible or practicable.

Comment [NCP13]: New policy to support existing implementation strategy.

HOU 1.11.1 Use ~~funds from~~ local Capital Improvement Program ~~funds~~, grants, and other ~~funding~~ sources to provide needed capital improvements, such as sidewalks, street lighting, and neighborhood parks in existing residential neighborhoods.

HOU 1.11 Continue to require on-site recreation areas within new single family subdivisions and multifamily developments.

WORKING DRAFT

HOU 1.12 Provide design guidelines that encourage flexibility in housing types while ensuring compatibility of housing with the surrounding neighborhood.

Comment [NCP14]: New policy to support existing implementation strategy + added two new design policies.

HOU 1.12.1 Encourage site and building designs ~~that promote~~that promotes the safety and security of residents, and visitors ~~and creates an effective transitions~~ between substantially different land uses and densities.

HOU 1.12.2 Use design guidelines to ensure that new and infill developments have aesthetic appeal and minimize impacts on surrounding development.

HOU 1.12.3 Encourage accessible design that provides seniors the opportunity to remain in their own neighborhood as their housing needs change.

Comment [dl15]: Supports aging in place

HOU 1.7 ~~In order to protect new dwellings from existing noise impacts associated with STIA, ensure that new residential construction includes Sound Transmission Control Requirements.~~

HOU 1.8 ~~Allow the siting of mobile/manufactured homes within mobile home parks when all applicable regulations can be satisfied.~~

Comment [NCP16]: State regulation in place. Local jurisdictions do not have a choice on this matter.

HOU 1.9 ~~Accessory living quarters can provide low-cost housing opportunities when potential adverse impacts can be mitigated satisfactorily.~~

Comment [NCP17]: Replaced with strategy above.

HOU 1.11 ~~Continue to allow home occupations as specified by the DMMC.~~

Comment [NCP18]: Does not seem necessary.

IMPLEMENTATION STRATEGIES

HOU 1.1.2 ~~Evaluate the formation of a South County organization such as ARCH (A Regional Coalition for Housing) to address housing and other social service issues related to housing.~~

Comment [NCP19]: Would like to see this replaced with another policy perhaps... or simply leave it in.

HOU 1.1.13 ~~Continue to allow accessory dwelling units as permitted by the Zoning Code. Review and revise accessory dwelling unit regulations for limitations that are unnecessary. Amend the Zoning Code to allow for kitchen facilities in accessory dwelling units when these and other criteria are met.~~

Minimum lot size

Parking

Owner occupied units

Size of unit

Density

Height

Comment [NCP20]: This strategy was accomplished.

Chapter No 7: Housing Element

BACKGROUND AND CONTEXT

This Housing Element contains the goals and policies that identify steps the City of Des Moines can take in response to housing issues found within the community. These steps are intended to ensure the vitality of the existing residential stock, estimate current and future housing needs, and provide direction to implement programs that satisfy those needs consistent with the goals and requirements of the Growth Management Act (GMA). Specifically, the housing goal stated in the GMA is to:

"Encourage the availability of affordable housing to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock."

The King County Countywide Planning Policies (CWPPs) require all cities to share the responsibility for achieving a rational and equitable distribution of affordable housing and provide for a variety of housing types and opportunities for all economic segments in King County.

VISION 2040 contains multi-county planning policies that provide a policy framework and numeric guidance for local growth management planning and target setting. The overarching goal of VISION 2040 is for the region to preserve, improve, and expand its housing stock to provide a range of affordable, healthy, and safe housing choices to every resident, with fair and equal access to housing for all people.

Affordable housing is a significant need that shapes the quality of life for our community. Current and future residents of Des Moines, like people throughout the region, need housing affordable at a variety of income levels. Thirteen percent of the City's population lives at or below the poverty level. Though nearly all of the City's supply of rental housing is priced below the top of the moderate (middle) income rental range, nearly half of the city's renters, and especially those with low and very low incomes now pay more than 35 percent of their incomes for rent. To meet the housing needs, higher density housing and affordable housing will be targeted near transit stations/stops and in the Marina District.

The availability of diverse housing choices and affordable housing for all income groups is essential to a stable, healthy, and thriving community. Demographic trends indicate a shift in future market demand towards smaller housing units, rental housing units, and mixed-use housing in a lively, amenity-rich environment. The City must adapt to these market trends and preferences to be successful.

While the City does not control private sector investment, which is necessary for the development of quality housing and neighborhoods, the City should take the steps within its power to facilitate development of the types of housing that will create the best opportunity for success. Steps that can be taken (and in most cases already have) include creating development regulations that allow these types of products, establishment of incentives for certain development types, evaluation of current codes for barriers to certain housing types, and creation of public-private partnerships.

The City of Des Moines Buildable Lands Report (Appendix B) provides an inventory and analysis of existing and projected housing needs in the City and identifies developed and undeveloped land appropriate for housing.

WORKING DRAFT**GOALS****Goals**

- HOU 1 To encourage the development, preservation, or replacement of housing stock that is affordable to all economic segments of the community.*
- HOU 2 To encourage and support a variety of housing opportunities for those with special-needs, particularly those with challenges related to age, health or disability.*
- HOU 3 To protect existing and planned residential areas from adverse impacts associated with incompatible land uses or transportation facilities or activities.*
- HOU 4 To collaborate with other jurisdictions and organizations to meet housing needs and address solutions that cross jurisdictional boundaries.*
- HOU 5 To encourage the development of an appropriate mix of housing choices through innovative land use and well-crafted regulations.*
- HOU 6 To proactively plan for an respond to trends in housing demand.*

POLICIES AND IMPLEMENTATION STRATEGIES

- HOU 1.1** Zone sufficient buildable land, create adequate usable development capacity and allow for an appropriate mix of housing types to accommodate Des Moines's projected share of King County population growth over the next 20 years.
- HOU 1.1.1** Continue to provide opportunities and incentives through the Planned Unit Development (PUD) process for a variety of housing types and site planning techniques that can achieve the maximum housing potential of the site.
- HOU 1.1.2** Continue to allow townhome developments. Consider textual code amendments that would allow the design review process of townhome developments to occur during the final plat process, rather than during preliminary review.
- HOU 1.1.3** Promote and foster, where appropriate, innovative and non-traditional housing types such as live/work housing and attached and detached accessory dwelling units, as alternative means of accommodating residential growth and providing affordable housing options.
- HOU 1.1.4** Encourage infill development on vacant or underutilized sites.
- HOU 1.2** Continue to assist regional, multi-jurisdictional efforts to address the region's need for low and moderate income housing, and special-needs housing.
- HOU 1.2.1** Work cooperatively with other King County cities/agencies to address regional housing issues.

WORKING DRAFT

- HOU 1.3 Assist the private sector, non-profit agencies, and public entities in the planning and development of affordable and special-needs housing within and near Des Moines.
- HOU 1.3.1 Encourage affordable housing availability in all neighborhoods throughout the city, particularly in proximity to transit, employment, and/or educational opportunities.
 - HOU 1.3.2 Consider mandating an affordability component in Light Rail Station Areas or other Transit-Oriented Communities.
 - HOU 1.3.3 Assist social service organizations that provide housing for low income and special needs populations, operate emergency shelters, or provide other housing-related services available to Des Moines residents.
 - HOU 1.3.4 As required by state law, remove regulatory barriers to the siting of group homes, foster care facilities, and facilities for other special populations. Strive for equitable distribution of special-needs housing within the City of Des Moines and among neighboring jurisdictions.
 - HOU 1.3.5 Support programs and strategies aimed at providing housing affordable to all income groups, such as regional, state and federal housing programs, housing trust fund, inclusionary zoning, development incentives, fee waivers, fast-track processing or assistance to housing agencies.
- HOU 1.4 Encourage equitable distribution of low-income and special-needs housing throughout King County.
- HOU 1.5 Target the development of housing affordable to households with incomes no greater than 80% of the King County Area Median income, adjusted for family size, to mixed use zones that are served by transit and other public services.
- HOU 1.6 Promote compatible residential development that is affordable to all economic segments of the Des Moines community. Ensure City codes and development regulations do not create unnecessary barriers to affordable housing.
- HOU 1.6.1 Encourage development of mixed-income projects and communities.
- HOU 1.7 Promote the preservation, repair and maintenance of existing housing stock in Des Moines to retain the availability of healthy, safe, sanitary, and affordable units.
- HOU 1.7.1 Coordinate with neighborhood-based groups and other organizations to promote preservation and rehabilitation of existing residential areas.
 - HOU 1.7.2 Publicize King County's Minor Home Repair Program available to low and moderate income residents of Des Moines.
- HOU 1.8 Protect residential areas from adverse impacts associated with incompatible land uses or nearby transportation facilities/activities.

WORKING DRAFT

- HOU 1.8.1 Protect existing and planned residential areas from unmitigated adverse impacts that may be generated by nearby incompatible land uses or transportation facilities or activities.
- HOU 1.8.2 Ensure that the Port of Seattle (POS) and the Federal Aviation Administration (FAA) mitigate the impacts of environmental noise upon Des Moines' residential areas.
- HOU 1.8.3 Avoid siting future housing in close proximity to Sea-Tac Airport pursuant to RCW 36.70.547 and the Washington State Department of Transportation Airports and Compatible Land Use Guidebook, M3074.00 (January 2011, as amended).
- HOU 1.9 Promote consistency with the Land Use Element's residential policies regarding density, population, housing mix, locational criteria, etc.
 - HOU 1.9.1 Implement the residential policies of the Land Use Element regarding dispersion of housing types, unit mix, and future population.,
 - HOU 1.9.2 Maintain a strong code enforcement program to maintain neighborhood quality and reduce the potential for nuisance properties and housing.
 - HOU 1.9.3 Consider regulations that would allow cottage housing in single family and multifamily zones when appropriate criteria can be met.
 - HOU 1.9.4 Allow mobile/manufactured and modular homes within Des Moines when such structures satisfy all applicable health and safety codes.
 - HOU 1.9.5 Continue to allow accessory housing units within single-family neighborhoods in a way that protects residential character, maintains specific design standards, and complies with all applicable laws.
- HOU 1.10 Initiate and encourage equitable and inclusive community involvement that fosters civic pride and positive neighborhood image.
 - HOU 1.10.1 Establish regulations and procedures that provide a high degree of certainty and predictability to applicants and the community at-large and minimize unnecessary time delays in the review of residential permit applications, while still maintaining opportunities for public involvement and review.
 - HOU 1.10.2 Encourage the establishment of Block Watch programs in all residential areas.
- HOU 1.11 Integrate and coordinate construction of public infrastructure with private development to minimize housing costs wherever possible or practicable.
 - HOU 1.11.1 Use funds from local Capital Improvement Program, grants, and other sources to provide needed capital improvements, such as sidewalks, street lighting, and neighborhood parks in existing residential neighborhoods.

WORKING DRAFT

- HOU 1.11 Continue to require on-site recreation areas within new single family subdivisions and multifamily developments.
- HOU 1.12 Provide design guidelines that encourage flexibility in housing types while ensuring compatibility of housing with the surrounding neighborhood.
- HOU 1.12.1 Encourage site and building designs that promote the safety and security of residents, and visitors and create effective transitions between substantially different land uses and densities.
 - HOU 1.12.2 Use design guidelines to ensure that new and infill developments have aesthetic appeal and minimize impacts on surrounding development.
 - HOU 1.12.3 Encourage accessible design that provides seniors the opportunity to remain in their own neighborhood as their housing needs change.

CHAPTER 8: COMMUNITY CHARACTER ELEMENT

8-01 GOALS

8-01-01 Residential Neighborhood Preservation

- (1) To continue to provide residents with stable and relatively quiet residential neighborhoods.
- (2) To maintain an adequate residential tax base.
- (3) To ensure that residential neighborhoods are protected from undue adverse impacts associated with incompatible land uses or transportation facilities including, but not limited to, noise, air and water pollution, glare, excessive traffic, and inadequate on-site parking.
- (4) To ensure that residential neighborhoods are identified and protected from detrimental environmental noise levels.
- (5) To ensure that residential streets are protected from heavy commercial traffic that inhibits the free flow of traffic or exceeds prescribed weight limits.

8-01-02 Historic Preservation

- (1) To ensure historic properties and archeological sites are protected from undue adverse impacts associated with incompatible land uses or transportation facilities.
- (2) To ensure that historic properties and archeological sites are identified and protected from detrimental environmental noise levels.

8-01-03 Noise

- (1) To safeguard the health and safety of residents as progress and change take place within and outside the City.
- (2) To prevent community and environmental degradation by limiting environmental noise levels.

8-02 BACKGROUND AND CONTEXT

8-02-01 Residential Neighborhood Preservation

- (1) Des Moines has within its jurisdiction residential neighborhoods that are unique community resources, worthy of protection from commercial development and other incompatible uses/activities that are inconsistent with the residential character of the City's neighborhoods.

- (2) If not protected, residential neighborhoods can be adversely affected by the impacts of incompatible land uses such as noise, air and water pollution, glare, excessive traffic, and inadequate on-site parking.
- (3) The Environmental Protection Agency (EPA) has found environmental sound exposure levels in excess of Ldn of 55 dBA may be incompatible with residential land uses.
- (4) It is in the public interest to protect the character and stability of residential neighborhoods from incompatible land uses and associated activities.
- (5) It is in the public interest to protect residential streets from heavy commercial traffic that exceeds the design weight of such streets and threatens the efficient operation of other modes of surface transportation.

8-02-02 Historic Preservation

- (1) Des Moines has within its jurisdiction historic properties and archeological sites that are unique community resources, worthy of protection from commercial development and other incompatible land uses and activities. Many such resources are identified in the 1995 City of Des Moines Inventory of Historic Properties.
- (2) If not protected, historic properties and archeological sites can be adversely affected by the impacts of incompatible land uses.
- (3) The Washington State Growth Management Act states that local jurisdictions are to develop comprehensive plans that “identify and encourage the preservation of lands, sites, and structures, that have historical or archaeological significance.”
- (4) King County Countywide Planning Policies state that “significant historic, archaeological, cultural, architectural and environmental features shall be respected and preserved.”
- (5) It is in the public interest to protect historic properties and archeological sites from incompatible land uses and associated activities.
- (6) Average noise levels above 65 dBA are incompatible with the preservation and enjoyment of historic properties and archeological sites.

8-02-03 Property Acquisition Areas

- (1) Designation and delineation of comprehensive plan land use districts and zoning districts within Des Moines are exclusively the right of the City of Des Moines. It is essential that the City continue to maintain control over land use within its borders in order to prevent degradation of economic vitality, property values, essential infrastructure, and the natural environment.

8-02-04 Noise

- (1) Noise can be generated from numerous sources -- sounds from musical instruments, audio sound systems, band sessions, social gatherings, motor vehicles, aircraft, industrial and construction activities, and other sources.
- (2) Noise can interrupt and degrade sleep, cause stress-related psychological and physiological disorders, interfere with speech, interrupt and degrade education, reduce residential and commercial property values, reduce the use, enjoyment, and value of public recreational facilities, and reduce the use, enjoyment and value of historic and other cultural resources.
- (3) Federal regulations establish that the responsibility for determining the acceptable and permissible land uses and the relationship between specific properties and specific noise levels rests solely with the City of Des Moines.

8-03 POLICIES

8-03-01 Residential Neighborhood Preservation

- (1) Recognize all neighborhoods designated "R" or "S-E" in the official zoning map of the City, including RS, RA, RM, and S-E as unique community resources worthy of protection from commercial development and other incompatible land uses and activities inconsistent with their residential character.
- (2) Develop plans, land use regulations and review procedures to preserve and protect designated residential communities from inconsistent and incompatible land uses which threaten to undermine their stability and their residential character.
- (3) To the extent permitted by state and federal law, maintain appropriate plans, zoning, development and building regulations and review procedures to ensure that designated residential neighborhoods will not be exposed to environmental noise levels that exceed an Ldn of 55 dBA, or existing noise levels as of April 20, 1995, whichever is greater. To the extent permitted by state and federal law, a reduction in the environmental noise level (greater than 55 Ldn) that existed as of April 20, 1995 should become the new maximum environmental level.
- (4) Maintain restrictions on the use of surface streets in residential neighborhoods to ensure that extraordinary increases in commercial traffic do not damage residential roads or subject residential neighborhoods to unusual congestion and noisy surface street traffic.

8-03-02 Historic Preservation

- (1) Designate historic properties and archeological sites that exhibit one or more of the following characteristics as locally significant:
 - (a) Listing, or eligibility for listing, in the State or National Register for Historic Places, or eligibility for designation as a King County Landmark.
 - (b) Association with events that have made a significant contribution to the broad patterns of national, state, or local history.
 - (c) Association with the life of a person that is important in the history of the community, City, state, or nation or who is recognized by local citizens for substantial contribution to the neighborhood or community.
 - (d) Embodiment of distinctive characteristics of a type, period, style or method of construction.
 - (e) Representative as an outstanding or significant work of an architect, builder, designer or developer who has made a substantial contribution to the art.
 - (f) Yielding, or may be likely to yield, information important in prehistory or history.
 - (g) Because of its location, age or scale, representative as an easily identifiable visual feature of a neighborhood, community, or the City, and contributes to the distinctive quality or identity of such neighborhood, community or the City, or because of its association with significant historical events or historic themes, association with important or prominent persons in the community or City, or recognition by local citizens for substantial contribution to the neighborhood, community, or the City.
- (2) Identify and designate historic properties and archeological sites as locally significant and worthy of protection from commercial development and other incompatible land uses and activities. Take all reasonable actions within its means to preserve and protect these locally significant historic properties and archeological sites from inconsistent and incompatible land uses.
- (3) To the extent permitted by state and federal law, in order to minimize adverse impacts related to noise, protect historic properties and archeological sites of local significance from environmental noise exposure levels that exceed an Ldn of 55 dBA, or existing levels as of April 20, 1995, whichever is greater. To the extent permitted by state and federal law, a reduction in the environmental noise level (greater than 55 Ldn) that existed as of April 20, 1995 should become the new maximum environmental level.

8-03-03 Property Acquisition Areas

- (1) Continue to require that all land within Des Moines acquired by public entities be subject to the City's zoning and planning jurisdiction.
- (2) Require that all land within Des Moines acquired by public entities be developed in a manner consistent with city planning, zoning regulations, health, and safety requirements.
- (3) Establish an open space zoning district for parks, recreational areas, and public land uses.
- (4) To the extent permitted by state and federal law, designate all land within Des Moines acquired by public entities as of April 20, 1995 for use as open space land, or for public facilities designed to benefit the City and its residents (e.g. fire station, school building). Allow designation for other uses only through adopted procedures.
- (5) To the extent permitted by state and federal law, prohibit property within Des Moines acquired by public entities from being used for new commercial activities, unless the City makes a finding that such land uses are of value to the City and should be permitted, or such property is already designated for business park or commercial use. Require that all commercial land uses be subject to City land use regulations and therefore restricted in accordance with the City's land use plans, zoning ordinances, and development regulations.
- (6) Require City approval and all necessary permits prior to the modification, demolition, and relocation of buildings and structures on land within Des Moines acquired by public entities.
- (7) Require that public entities complete environmental surveys for properties within Des Moines acquired by public entities to investigate soil and site contamination before allowing site preparation, construction, or demolition activities. Require remediation of identified soil and site contamination as a condition of site modification.
- (8) Require that any site development activity on land within Des Moines acquired by public entities meet City zoning regulations.
- (9) Retain full authority over the management, operation, and maintenance of streets and street-right-of-way within areas acquired by public entities.

8-03-04 Noise

- (1) Discourage the introduction of noise levels that are incompatible with current or planned land uses. Encourage the reduction of incompatible noise levels, and discourage the introduction of new land uses into areas where existing noise levels are incompatible with such land uses.
- (2) Encourage the reduction of noise from Seattle-Tacoma International Airport.
- (3) Campaign aggressively for the development of new and quieter aircraft engines as well as modifications and/or retrofitting programs that promote the greatest reductions possible in aircraft noise emission levels.
- (4) Require that noise levels generated from all land uses be restricted to the most stringent standard allowed by federal, state, or local standards.
- (5) Require buffering of noise from land uses that are highly noise generating through substantial berming, landscaping, setbacks, tree planting, and building construction and siting methods.
- (6) Require developers to limit construction activities to those hours of the day when nearby residents will not be unreasonably disturbed.
- (7) Within the North Central Neighborhood, encourage land uses and construction techniques that are tolerant of and compatible with the high noise and vibration levels generated by aircraft.

8-04 STRATEGIES

8-04-01 Residential Neighborhood Protection

- (1) Protect and preserve residential neighborhoods by:
 - (a) Adopting appropriate regulations, plans and procedures, and working with neighboring jurisdictions to ensure that proposed land use changes and infrastructure improvements include measures necessary to mitigate their adverse environmental impacts, including, but not limited to the effects on ground and surface water quality, vehicular traffic, noise levels, and air quality.
 - (b) To the extent permitted by state and federal law, ensuring that land use changes and infrastructure improvements do not subject residential neighborhoods to environmental noise exposure levels which exceed an Ldn of 55 dBA, or existing levels as of April 20, 1995 or the date of this plan, whichever is greater.
 - (c) To the extent permitted by state and federal law, ensuring that land use changes and infrastructure improvements do not subject residential neighborhoods to environmental noise exposure levels which exceed an

Ldn of 55 dBA, or existing levels as of April 20, 1995, or the date of this plan, whichever is later.

8-04-02 Historic Preservation

- (1) Protect and preserve historic properties and archeological sites by:
 - (a) Establishing a program for designating locally significant properties and archeological sites.
 - (b) Periodically reviewing historic properties and archeological sites for characteristics that support designation as being of local significance.
 - (c) Ensuring nearby land and transportation proposals include mitigation measures commensurate with the magnitude of the adverse impact anticipated.
 - (d) To the extent permitted by state and federal law, ensuring that land use and transportation proposals do not subject historic and archeological sites of local significance to environmental noise exposure levels of Ldn of 65 dBA, or existing levels as of April 20, 1995, whichever is higher. To the extent permitted by state and federal law, a reduction in the environmental noise level (greater than 65 Ldn) that existed as of April 20, 1995 or the date of this plan, which ever is later, should become the maximum environmental noise level.
 - (e) To the extent permitted by state and federal law, requiring sponsors of any land use or transportation proposal that would expose historic and archeological properties of local significance to environmental noise levels of an Ldn of between 55 dBA and 65 dBA to submit a site-specific study addressing the uses of the particular resource, its historic or cultural significance, and the direct and indirect effect which noise may have upon the resource.

8-04-03 Property Acquisition Areas

- (1) Protect the health and welfare of Des Moines citizens, and maintain the economic and social integrity of our communities by:
 - (a) Identifying land parcels likely to be acquired by public entities and designate each for open space, public facilities, or commercial use.
 - (b) Revising the Zoning Code to establish a zoning district for parks, recreational areas and public facilities.
 - (c) Revising land use plan and zoning ordinances to prohibit or restrict the establishment of new commercial land uses upon properties acquired by public entities, except to the extent otherwise provided in state and federal law, unless the City makes a finding that such land uses are of value to the

City and should be permitted. Areas already identified as business park or for commercial uses may remain designated as such.

8-04-04 Noise

- (1) Protect the health and welfare, and quality of life of Des Moines citizens by:
 - (a) Enacting city-wide land use compatibility guidelines and criteria for the consideration of noise impacts in all planning and zoning decisions.
 - (b) Taking appropriate legislative and regulatory action to ensure that environmental noise levels not exceed the most stringent of federal, state, and local standards.
 - (c) Taking appropriate legislative and regulatory action to require the buffering of noise from noise generating land uses through substantial berming, landscaping, setbacks, tree planting, and building construction and siting methods.
 - (d) Taking appropriate legislative and regulatory action to require building contractors to limit construction activities to those hours of the day when nearby residents will not be unreasonably disturbed.
 - (e) Taking advantage of every opportunity to work with the Port of Seattle (POS) and the Federal Aviation Administration (FAA) to promote the development and implementation of airport operational procedures that will decrease the adverse noise effects of airport operations on the City and its residents.
 - (f) Maintaining a noise attenuation program through the incorporation of structural modifications to reduce sound transmissions from both inside and outside sources.
 - (g) Maintaining an ordinance requiring insulation and other noise reducing construction techniques as part of the building permit process.

CHAPTER 12: HEALTHY DES MOINES ELEMENT

12-01 GOALS

12-01-01. Participate in the Healthy Highline Communities Coalition to coordinate with surrounding communities to improve access to physical activity and healthy foods, and facilitate the long-term implementation of the Healthy Des Moines Initiative.

12-01-02. Develop public, private and non-profit partnerships to support the goals of and sustain the Healthy Des Moines Initiative.

12-02 BACKGROUND AND CONTEXT

In the past decade, there has been an overall increase of obesity and chronic diseases in King County. Data show that people living in South King County bear a disproportionate burden of poor health and poverty compared to other parts of the County.¹

In 2010, the City of Des Moines partnered with Public Health Seattle and King County; the cities of Burien, SeaTac and Normandy Park; and the Highline School District, to form the Healthy Highline Communities Coalition (HHCC). The HHCC is working to coordinate healthy resources available in our communities and to help our citizens take the necessary steps to become healthier by consuming more nutritious foods and engaging in more physical activity.

12-02-02 Des Moines' Healthy Community Gaps

Poor nutrition and lack of physical activity are primary risk factors for obesity and chronic diseases like diabetes, heart disease and certain cancers. While people's health is influenced by personal decisions, it is also shaped by how our community is designed and built, such as land use, the transportation systems, and the location of parks, recreation facilities, public buildings, and other services. National research has shown that in communities where healthy food options like fresh fruits and vegetables are available, residents have better diets and lower rates of obesity and diet-related chronic disease. Similarly, people tend to be more active when they can easily access key destinations such as parks, schools, workplaces, and shops by walking and biking.

Assessment data show that Des Moines has an "unbalanced food environment" – that is, there are far more opportunities to buy junk food and fast food than "healthy food." From a public health perspective, this means that Des Moines residents have a higher exposure to unhealthy foods than to nutritious foods.² In addition, there are low income areas that are not within reasonable walking distance (i.e., > one-half mile) of a grocery store or market that provides fresh food.

¹Public Health – Seattle & King County website, Burien/Des Moines Health Planning Area data and maps available at: <http://www.kingcounty.gov/healthservices/health/partnerships/cppw/kcprofile.aspx> (last accessed 8/22/11)

² Martin, Kara E., et al., *The Food Landscape in Des Moines, Washington*. September 2011.

A current conditions assessment for Safe Routes to School near Des Moines' elementary schools (Midway, Des Moines, North Hill, Woodmont, and Parkside) shows that some improvements along the roadside, such as sidewalks or even widened shoulders are needed to make it easier and more comfortable for children and their families to safely walk and bike to school.³

12-02-03 Bridging the Gaps through Policy, Systems and Environment Changes

The City of Des Moines' policies relating to land use, food access and the transportation system have a strong influence on people's lifestyles and in promoting a healthy community. Goals, policies and strategies within the Healthy Des Moines Element as well as those within Chapter 2 – Land Use Element, Chapter 3 – Transportation Element, and Chapter 6 – Parks, Recreation, and Open Space Element provide a framework and identify the actions for making the necessary changes to build a healthy, vibrant Des Moines that fosters an environment for healthy eating and active living within our community.

12-03 POLICIES

12-03-01 Support policy, systems, and environmental changes that result in increased access to healthy foods, with an emphasis on school-age children.

12-03-02 Provide healthy food and beverages in City-sponsored meetings and programs and at City facilities to promote balanced food choices.

12-03-03 Continue to support the Des Moines Food Bank, Farmers Market and other organizations that help provide food assistance to low-income residents so that all families, seniors, schools, and community-based organizations are able to access, purchase, and increase intake of fresh fruits, vegetables, and other non-processed food.

12-04 STRATEGIES

12-04-01 Adopt a Healthy Food Resolution and create a long-term action plan.

12-04-02 Implement nutritional standards and healthy food procurement policies in City owned and operated facilities and across departments.

³ SvR Design Company and Alta Planning and Design, *Safe Routes to School Project Lists/Communities Putting Prevention to Work* August 2011.

Chapter No 12: Healthy Des Moines Element

BACKGROUND AND CONTEXT

In the past decade, there has been an overall increase of obesity and chronic diseases in King County. Data show that people living in South King County bear a disproportionate burden of poor health and poverty compared to other parts of the County.¹

In 2010, the City of Des Moines partnered with Public Health Seattle and King County; the cities of Burien, SeaTac and Normandy Park; and the Highline School District, to form the Healthy Highline Communities Coalition (HHCC). The HHCC is working to coordinate healthy resources available in our communities and to help our citizens take the necessary steps to become healthier by consuming more nutritious foods and engaging in more physical activity.

Des Moines Healthy Community Gaps

Poor nutrition and lack of physical activity are primary risk factors for obesity and chronic diseases like diabetes, heart disease and certain cancers. While people's health is influenced by personal decisions, it is also shaped by how our community is designed and built, such as land use, the transportation systems, and the location of parks, recreation facilities, public buildings, and other services. National research has shown that in communities where healthy food options like fresh fruits and vegetables are available, residents have better diets and lower rates of obesity and diet-related chronic disease. Similarly, people tend to be more active when they can easily access key destinations such as parks, schools, workplaces, and shops by walking and biking.

Assessment data show that Des Moines has an "unbalanced food environment" – that is, there are far more opportunities to buy junk food and fast food than "healthy food." From a public health perspective, this means that Des Moines residents have a higher exposure to unhealthy foods than to nutritious foods.² In addition, there are low income areas that are not within reasonable walking distance (i.e., > one-half mile) of a grocery store or market that provides fresh food.

A current conditions assessment for Safe Routes to School near Des Moines' elementary schools (Midway, Des Moines, North Hill, Woodmont, and Parkside) shows that some improvements along the roadside, such as sidewalks or even widened shoulders are needed to make it easier and more comfortable for children and their families to safely walk and bike to school.³

Bridging the Gaps through Policy, Systems and Environment Changes

The City of Des Moines' policies relating to land use, food access and the transportation system have a strong influence on people's lifestyles and in promoting a healthy community. Goals, policies and strategies within the Healthy Des Moines Element as well as those within Chapter 2 – Land Use Element, Chapter 3 – Transportation

¹Public Health – Seattle & King County website, Burien/Des Moines Health Planning Area data and maps available at: <http://www.kingcounty.gov/healthservices/health/partnerships/cppw/kcprofile.aspx> (last accessed 8/22/11)

² Martin, Kara E., et al., *The Food Landscape in Des Moines, Washington*. September 2011.

³ Svr Design Company and Alta Planning and Design, *Safe Routes to School Project Lists/Communities Putting Prevention to Work* August 2011.

Element, and Chapter 6 – Parks, Recreation, and Open Space Element provide a framework and identify the actions for making the necessary changes to build a healthy, vibrant Des Moines that fosters an environment for healthy eating and active living within our community.

GOALS

- HD 1 ~~12-01-01~~ Participate in the Healthy Highline Communities Coalition to coordinate with surrounding communities to improve access to physical activity and healthy foods, and facilitate the long-term implementation of the Healthy Des Moines Initiative.
- HD 2 ~~12-01-02~~ Develop public, private and non-profit partnerships to support the goals of and sustain the Healthy Des Moines Initiative.

POLICIES AND IMPLEMENTATION STRATEGIES

- HD 1.1 ~~2-03-01~~ Support policy, systems, and environmental changes that result in increased access to healthy foods and beverages and opportunities for physical activity, with an emphasis on school-age children.
 - HD 1.1.1 ~~12-04-01~~ Adopt a Healthy Food Resolution and create a long-term action plan.
 - HD 1.1.2 ~~12-03-03~~ Continue to support the Des Moines Food Bank, Farmers Market and other organizations that help provide food assistance to low-income residents so that all families, seniors, schools, and community-based organizations are able to access, purchase, and increase intake of fresh fruits, vegetables, and other non-processed food.
- HD 1.2 ~~12-03-01~~ Provide healthy food and beverages in City-sponsored meetings and programs and at City facilities to promote balanced food choices.
 - HD 1.1.2 ~~12-04-02~~ Implement nutritional standards and healthy food procurement policies in City owned and operated facilities and across departments.
- HD 1.4 Sustain the Des Moines K-FIT program that teaches fitness, nutrition, and health to youth in City-sponsored early childhood and school-age clubs and camps.
 - HD 1.4.1 Continue to implement Des Moines K-FIT Physical Activity Standards at City-sponsored recreation programs.
 - HD 1.4.2 Provide ongoing training, support and resources for K-FIT Activity Leaders so they can competently facilitate youth health and fitness education and activities.
- HD 2.1 Work with public, private and non-profit partnerships such as the Public Health Seattle & King County, School Districts, Seattle Children's Hospital, HealthPoint and Sea Mar Community Health Center to advocate the goals and outcomes Healthy Des Moines Initiative.
 - HD 2.1.1 Collaborate with schools and community partners to identify and implement best practices to achieve a reduction in childhood obesity.
 - HD 2.1.2 Continue to work with the Federal Way and Highline School Districts to align programs and share spaces and resources to support youth health and learning.



Designation Procedures for New Regional Growth and Manufacturing Industrial Centers

Adopted by the Puget Sound Regional Council Executive Board
September 22, 2011

THE ISSUE

VISION 2040 directs PSRC to provide a regional framework for designating and evaluating regional growth and manufacturing industrial centers. The Designation Procedures provide the Growth Management Policy Board and Executive Board with a tool to review and act on the designation of new proposed centers. Regional designation is made at the discretion of the Executive Board after considering the recommendation of the Growth Management Policy Board.

The Designation Procedures clarify the intent of centers policies and guidance adopted in VISION 2040 and address: Purpose and Objective; Eligibility and Designation Process; and Designation Criteria. For jurisdictions seeking regional designation, a separate *Regional Center Designation Application Form* is provided.

BACKGROUND

Focusing growth into centers has been a key strategy in the central Puget Sound region since the 1990 version of VISION 2020. The 1990 VISION called for the establishment of a hierarchy of centers and provided a center typology. Center planning became more refined in the 1995 update of VISION 2020, wherein 21 Regional Growth Centers and 8 Regional Manufacturing Industrial Centers were included.

In 2003, designated regional centers became the policy focus in the regional Transportation Improvement Program's Policy Framework and part of the primary criteria in the Economic Development District's Public Works Program. Based on the heightened importance of centers and the lack of consistent designation procedures across the region, the Growth Management Policy Board developed and the Executive Board adopted the Designation Procedures in June 2003. The Designation Procedures have now been revised to address VISION 2040.

VISION 2040 & REGIONAL CENTERS

Regional centers remain at the heart of VISION 2040's regional growth strategy and multicounty planning policies. Centers allow cities and other urban service providers to maximize the use of existing infrastructure, make more efficient and less costly investments in new infrastructure, and minimize the environmental impact of urban growth.

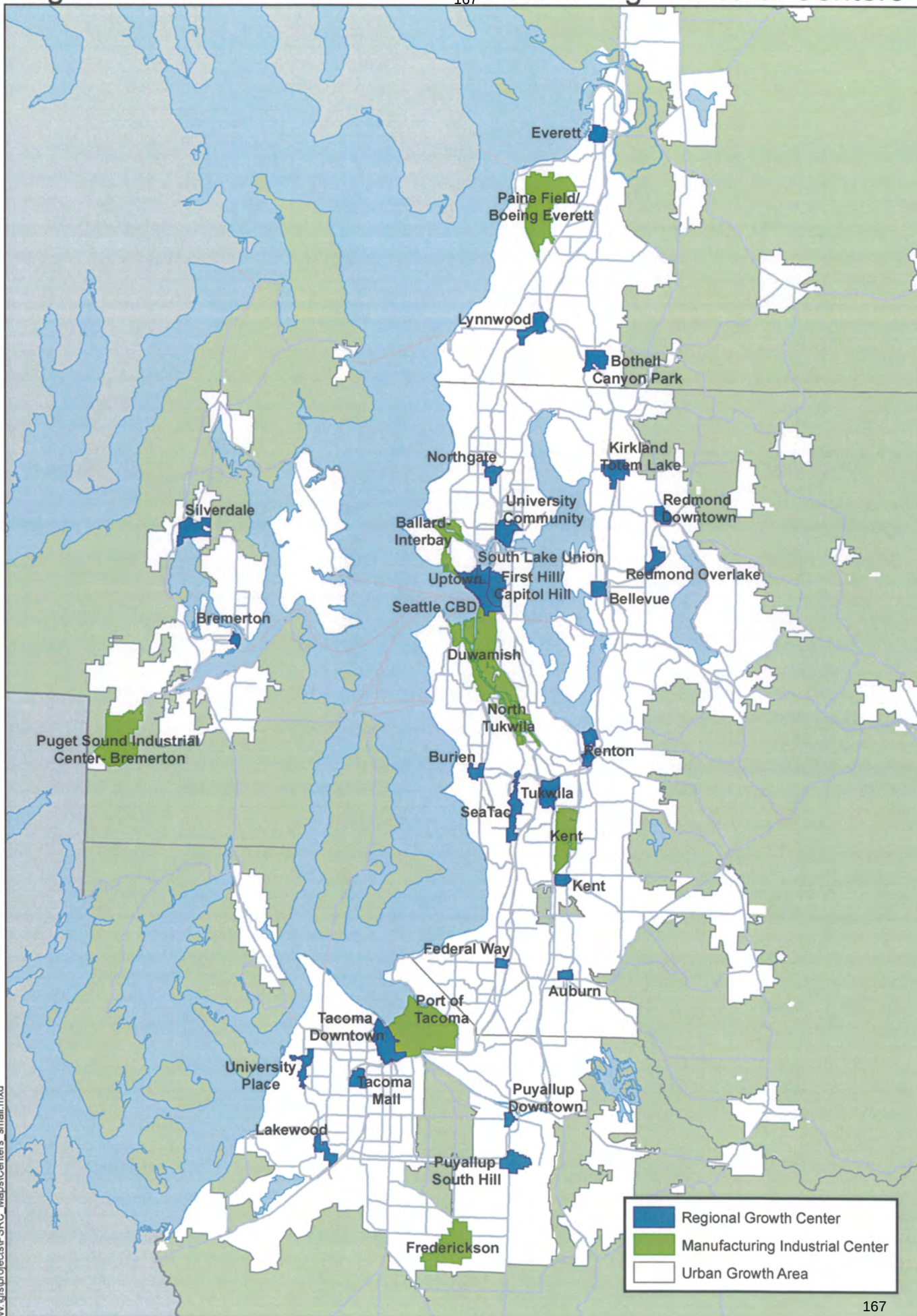
Regional growth and regional manufacturing industrial centers, with their concentration of people and/or jobs, form the backbone of the transportation network for the four-county region. Linking these centers with a highly efficient transportation system helps the region reduce the rate of growth in vehicle miles traveled and greenhouse gas emissions by providing and expanding transportation choices.

Regional growth centers are located in either Metropolitan Cities or Core Cities and are characterized by compact, pedestrian-oriented development with a mix of residences, jobs, retail, services, and entertainment. These centers are intended to provide proximity to a diverse collection of services, shopping, recreation, and jobs, as well as a variety of attractive and well-designed residences. Centers are to be focal points for new growth and are identified to receive a significant portion of the region's population and employment growth. Regional growth centers are expected to achieve densities sufficient to support high-capacity transit through long-term growth and development over the 20-year comprehensive planning period and beyond.

Regional manufacturing industrial centers are locations of more intensive industrial activity. These centers are characterized by large contiguous blocks served by the region's major transportation infrastructure, including roads, rail, and port facilities. VISION 2040 discourages non-supportive land uses in regional manufacturing industrial centers, such as retail, non-related offices, or housing, in order to preserve the basic sector industries located in these centers. These centers are expected to accommodate a significant share of the region's manufacturing industrial employment growth.

Regional centers play a role in accommodating growth and serving as primary locations for civic, employment, and recreational activities within a regional context as well as within their countywide context. While all regional centers have to meet minimum criteria and demonstrate regional significance, VISION 2040 recognizes that they will have different characteristics and scales that are appropriate to their countywide context.

Regional Growth Centers and Manufacturing/Industrial Centers



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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: Southwest Suburban Sewer District
Comprehensive Sewer Plan

FOR AGENDA OF: March 5, 2015

ATTACHMENTS:

1. Final Plan Executive Summary
2. Draft comment letter
3. Des Moines Service Area Maps
4. Rate Comparison

DEPT. OF ORIGIN: Planning, Building & Public
Works

DATE SUBMITTED: February 25, 2015

CLEARANCES:

- ☐ Legal N/A
- ☐ Finance N/A
- ☐ 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: 

Purpose and Recommendation:

The purpose of this agenda item is for the City Council to consider Southwest Suburban Sewer District's 2014 Comprehensive Sewer Plan. The Plan's Executive Summary along with excerpts from the Plan are included as Attachment 1. A copy of the full Plan (approximately 1,110 pages) is available for review at the Public Works Engineering office and digital copies will be provided upon request. Comments from Council and staff will be sent to the District for their consideration. The District will be issuing a revised or amended Plan which will be resubmitted to the City for adoption at a later date. Craig Chambers, from BHC Consultants, the consultant preparing the Plan, will be making the Council presentation.

No motion is suggested, although staff is seeking general direction from the Council on the Draft comments letter, included as Attachment 2.

Background:

Sewer Districts within the State of Washington are required to have Comprehensive System Plans which are updated on a regular basis. This Plan is an update of Southwest Suburban Sewer District's 2006 Comprehensive Sewer Plan. Because of the critical importance of sewer for health and safety of the public, cities are included in the review and approval process of sewer district comprehensive plans. The City Council has 90 days from the adoption date (June 3, 2014) by the District to take action, unless a time extension has been requested. The action can be anything from acceptance, to acceptance with conditions, to rejection. Because the City did not receive a copy of Plan until December 3, 2014, the

City has requested a time extension in order to include any comments that the Council may have. Any changes to the Plan following the Board adoption date would be made by addendum. If upon 90 days of the Board adoption date the City fails to take action or request a time extension, the Plan is automatically accepted by the City.

Discussion:

The Plan was discussed with the Council Environment Committee on February 19, 2015. Comments from the Committee included the need to provide sewers to the unsewered areas of North Hill and for the District to take a more active role in promoting ULID's in these areas. The Committee was also concerned about the long term operation and maintenance of the District's facilities, given that the District's rates are relatively low by comparison.

No capital improvements are planned within the Des Moines service area over the next six years.

The Plan proposes to gradually increase the rates by \$9.00 to potentially \$36.50 by 2019. The current residential monthly rate is \$27.50.

Another issue that was discussed with the Committee is that fact that the District is operating without a Franchise Agreement, which has been expired for nearly 10 years.

Attachment 2 is a draft letter to the District that includes comments made by the Environment Committee and staff. This letter will include any additional comments made by Council at this meeting.

Alternatives:

None provided.

Financial Impact:

No direct City impacts.

Recommendation/Conclusion:

The Environment Committee has reviewed the final Plan with staff and the comments that were raised during review still need to be adequately addressed. Staff recommends sending the comments as provided in the Draft letter (Attachment 2) along with any additional comments that Council may have. An amended Plan would then be brought to Council for approval at a later date.

Southwest Suburban Sewer District

Comprehensive Sewer Plan

November 2014



CHAPTER I – EXECUTIVE SUMMARY

1.1 INTRODUCTION

The Southwest Suburban Sewer District's (District) Comprehensive Sewer Plan (the Plan) reviews the District's current sewage capacities and looks at the impact of projected growth on the District's sewage collection and conveyance system.

The analysis of the Miller Creek and Salmon Creek Wastewater Treatment Plants was also done evaluating the existing plants under current and anticipated loadings and also evaluated the future of these plants when subjected to tightening effluent limits expected to be imposed on Puget Sound dischargers.

The Plan identifies future facilities required to accommodate both existing and future wastewater collection, conveyance and treatment needs as the District's population grows within the service area limits for the years 2017, 2025, 2040 and buildout conditions.

The plan was prepared in conformance with Washington Administrative Code (WAC) 173-240-050.

1.2 PLANNING DATA

Population, employment and student population forecasts were used to estimate the current and future loadings to the District's system.

Planning data from the Puget Sound Regional Council (PSRC) provides population forecasts based on U.S. Census data as broken down by Forecast Analysis Zones (FAZ). The PSRC data tends to be widely used throughout the region and is the data base that was used in developing and analyzing the flows.

After discussions with the District staff, the PSRC values were used for the baseline population and GIS delineation was used for the distribution of growth between the mini-basins. Student populations were derived from the School District's forecast.

The District is divided into two major drainage basins, Miller Creek and Salmon Creek. Within each drainage basin, several mini-basins were delineated. A total of 54 mini-basins were used to encompass the entire service area boundary.

The following are the major drainage basins and the number of mini-basins within each drainage basin.

Miller Creek:	33 mini-basins
Salmon Creek:	21 mini-basins
TOTAL	54 mini-basins

Population values by drainage basin are presented below. A detailed discussion of the methodology used to determine these values is presented in Chapter 6.

Sewered Population

	2010	2017	2025	2040
Miller Creek Basin	29,520	32,448	36,924	41,323
Salmon Creek Basin	27,252	29,881	31,439	34,220
Total Population	56,791	62,329	68,363	75,543

Total Employment

	2010	2017	2025	2040
Miller Creek Basin	10,442	12,082	12,925	14,044
Salmon Creek Basin	3,513	4,166	4,699	5,501
Total Employment	13,955	16,248	17,624	19,545

Student Population

	2010	2017	2025	2040
Miller Creek Basin	6,192	6,852	7,480	8,271
Salmon Creek Basin	4,133	4,751	4,943	5,248
Total Population	10,305	11,603	12,423	13,519

1.3 PROJECTED WASTEWATER FLOWS AND LOADS

A capacity analysis of the existing District sewer network was undertaken using the DHI's MIKE URBAN modeling program. The models were constructed to include critical manholes and all pipes with diameters 8-inches and greater in the District.

Existing lift stations and their firm capacities also were included in the model. In the model, each Basin is subdivided into mini-basins. The mini-basins were delineated to divide the District into manageable catchment areas. Nominally these mini-basins were targeted to be 20,000 to 30,000 linear feet of mainline sewers. From previous work done in King County it was determined that mini-basins of this size were best in an effort to identify I/I sources and to facilitate modeling efforts. Flow loads estimated for each mini-basin were input at a single manhole.

The model was developed using information from the District's GIS electronic database, supplemented by selected as-built drawings, pump records, flow monitoring data, flow measures at both plants and with other available data such as ground elevation LIDAR information.

Models were constructed to represent the network in 2010, 2017, 2025 and 2040. The year 2010 was used for calibration purposes utilizing flow metering data at a three locations in the collection system and flow data collected the both Miller and Salmon Creek WWTPs.

Estimated flows included base flow; representing residential, commercial and school water consumption; and inflow and infiltration (I/I) resulting from surface water and groundwater entering the sewer system. Peak base flow contributions were estimated by combining the residential, commercial and school populations with the unit flows and peaking factors.

2010 I/I contribution was calibrated to different (recorded) wet weather events at the WWTPs. A 2010 calculated I/I contribution was estimated in gallons per acre day and a degradation factor was applied to future I/I. Degradation of the sewer network after 2010 was accounted for with a 7-percent per decade increase in I/I which is also in line with MWPAAC methodology.

Though it might be acceptable to allow conditional surcharging of the conveyance lines, for the purposes of this analysis it has been conservatively estimated that no surcharging will be allowed. This effectively means that there is added and reserve capacity within the surcharging volumes.

Where pipe sections were identified as requiring an upgrade, the proposed upgrade was sized to provide capacity greater than the estimated 2040 flows and to prevent any conditional surcharging from occurring.

At lift stations where the estimated peak I/I event flows were shown to exceed the current firm capacity, a suitable 2040 upgrade flow capacity was estimated. This 2040 capacity was incorporated into the model for the planning horizon showing evidence of capacity limitation. This enabled the impact of the increased flow on the downstream sewer network to be investigated.

The results of the capacity analysis were used to develop the capital improvement program detailed in Chapter 8.

1.4 CAPITAL IMPROVEMENTS PROJECTS

The capital improvement projects (CIP) developed in Chapter 9 are presented by time period and segregated by Drainage Basin. It should be noted that, though the plan has presented a proposed means of extending sewer to every lot within the service boundary, it is not the intention of this plan to finance those line extensions. The CIP does not include the line extensions and pump stations needed to serve presently unsewered areas. These line extensions are assumed to be initiated and financed by developers or through ULIDs. Consequently, no District financing mechanism is proposed for these lines.

The CIP is limited to the following categories:

- Existing lines that need to be upgraded/upsized to convey flows as population and flows increase
- Existing lift stations that need to be upgraded to accommodate increasing flows.
- Existing lift stations that need modifications or improvements. This might include equipment that has reached or are soon to reach their useful life, needed new features, and stations that are slated to be abandoned or rerouted.
- Chronic maintenance areas that can be resolved with a capital project.
- WWTP improvements to respond to increasing flows and loads
- Solids handling improvements
- Outfall improvements
- Conditional CIP to abandon RBCs and moving to MBR treatment plants in response to anticipated and tightening effluent limits.

Cost estimates for each CIP was prepared based on current year (2012) pricing. Detailed cost estimates can be found in Appendix E. These projects were assigned a target period for completion based on the anticipated added flows and the expectation that capacity would be exceeded by the end of that period. Those improvements shown as 2012 to 2017 projects are those projects that have current or soon anticipated capacity issues and should be pursued first. Those that are in subsequent periods of 2017 to 2025 and 2025 to 2040 are projects that should be completed on or before that target year. Capital Improvements Projects to be financed through the funding mechanism presented in Chapter 11 are presented in Table 9.2 and are summarized below:

	2012 – 2017	2017 – 2025	2025 – 2040
Capital Improvement Projects	\$47,872,000	\$21,088,000	\$134,725,000

The financial section of this plan (Chapter 11) presented a rate increase scenario to meet the financial obligations associated with these projects. This scenario suggested a residential rate increase from the current \$27.50 to a potential of \$36.50 in 2019. This translates to an increase approximately equal to 5% per year. The formalization of rates should be further investigated before finalizing any adjustments.

2.4 SERVICE AREA CHARACTERISTICS

The service area lies entirely within King County. The service area includes two major drainage basins: Miller Creek and Salmon Creek.

The service area is generally built out and is characterized as a bedroom community largely comprising of single or multi-family residential units. The topography within the District ranges from flat and gently rolling to hilly with steep slopes along the stream corridors and those properties immediately adjacent to Puget Sound. Wetlands are found adjacent to the many creeks, small streams and lakes within the District (see Figure 3.2). Ground surface elevations range from sea level near Puget Sound to about 485 feet near the eastern boundaries of the District.

Sewer service extensions presented in this report are planned only within the District's service area boundary. These boundaries are shown on Figure 3.1. Since the District is bounded by other sewerage agencies on all sides, it is not anticipated that the service area boundaries would be expanded. However, it is possible that the District could purchase sewer infrastructure and annex areas of SPU or Valley View Sewer District into the corporate boundary. It is also possible that the District may form an agreement to send the unsewered area at the south end of the District boundary to Midway Sewer District. The area could be sent to Midway either through by formalizing an Interlocal agreement or allowing Midway to annex the area.

2.5 DISTRICT POLICIES

Development of the District's Comprehensive Sewer Plan is currently guided by the Comprehensive Plans from the adjacent agencies.

The District's policy for sewer service recognizes that its function is not to plan land uses for the service area but to respond to land uses planned by the land use planning agencies.

The public sewer system in the District may be extended by one of two methods. First being a developer extension agreement, where a developer, property owner or a group of property owners request and construct a sewer under the terms and conditions of a developer extension agreement. The second method is a Utility Local Improvement District (ULID) process following RCW 35.43.040 and 35.43.042, where a group of property owners petition the District to extend sanitary sewers to their area and then are assessed for the sewer improvements.

It is the District's policy to respond to the property owners desiring sewer service but not to initiate such a request for sanitary sewer service. After entering a Developer's Extension Agreement with the District, the proposed sewer design will be reviewed by the District to ensure compliance with the District standards and design criteria. Sewer extensions shall follow the current version of the Southwest Suburban Sewer District "Standard Specifications Manual" and the "Developer Extensions Manual" as provided

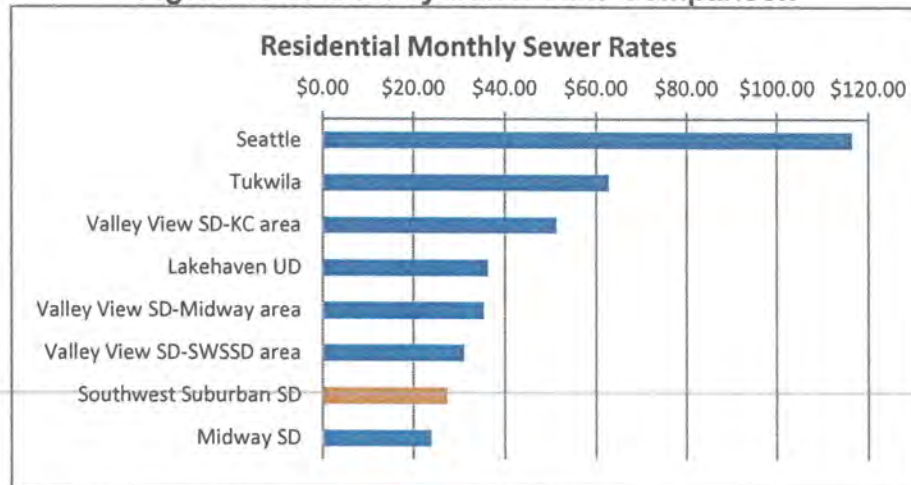
in the Developer's Extension Agreement. Once the improvements have been constructed and confirmed through the District inspection to meet District's established standards, then the improvements and infrastructure will be deeded to the District.

District policies are set and reviewed by the District Board of Commissioners. The City Councils from the affected cities also have the authority to set policies, ordinances, and zoning that may affect the District. The District may then find it necessary from time to time to reevaluate their policies based on King County and City land use, policies and ordinances.

Table 11-6: Residential Sewer Rate Comparison

Sewer Provider	Monthly Sewer
Seattle	\$116.50
Tukwila	\$62.89
Valley View SD-KC area	\$51.30
Lakehaven UD	\$36.47
Valley View SD-Midway area	\$35.50
Valley View SD-SWSSD area	\$31.25
Southwest Suburban SD	\$27.50
Midway SD	\$24.00

Southwest Suburban is second from the lowest in the neighboring districts. Lakehaven, Midway and SWSSD operate their own wastewater treatment facilities. Valley View contracts for wastewater treatment services from three providers due to the topography – King County, Midway and SWSSD. Seattle, Tukwila and Valley View-KC area contract for King County treatment services.

Figure 11-3: Monthly Sewer Rate Comparison

It is important to remember that while it may be nice to know what the neighboring jurisdictions charge for sewer, each system must be self-supporting to meet its own costs with the available customers.

11.6 CAPITAL IMPROVEMENT FUNDING SOURCES

SWSSD has successfully used a combination of grants, low-interest PWTf loans, bond sales and contributions from joint partners in the past to fund large capital improvements. Common methods of funding capital improvements include some form of borrowing

the Seattle-Tacoma-Bremerton Consumer Price Index for Wage Earners for adjusting costs and this has been in the 1-3% range in recent years.

Given the assumptions described, the revenue is not sufficient to pay for the expenditures beginning 2014. The cumulative impact on monthly rates has been calculated so there is no increase or use of reserves. Over the six-year period, a rate increase of up to \$9.00 appears necessary to maintain the current fund balance of approximately \$3 million. Residential rates would increase from the current \$27.50 to a potential \$36.50 by 2019. The rate could be reduced by obtaining grants for capital projects, scheduling the use of reserves, increasing the number of customers, modifying the schedule of projects, planning more frequent annual rate increases, or a combination of measures.

The District is planning a detailed discussion of rates during 2013 in preparation for a potential bond sale later in the year. More rate scenarios will be prepared to support the decision-making process.

If the rates presented in Table 11-12 were implemented, the maintenance fund balance would remain at approximately \$3 million with \$1,283,000 available (see Table 10-2). The District will be considering rate scenarios to strike an appropriate balance between rates, reserves and borrowing to complete the necessary improvements.

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March 5, 2015

Ron Hall, General Manager
Southwest Suburban Sewer District
431 SW Ambaum Blvd.
Burien, WA 98166-2462

RE: Southwest Suburban Sewer District 2014 Comprehensive Sewer Plan Comments

Dear Mr. Hall,

Thank you for sending us the District's 2014 Comprehensive Sewer Plan for our review and comment. On February 19, 2015, city staff along with Craig Chambers, your consultant from BHC, briefed the City Council's Environment Committee on the Plan. The Plan was also discussed with the City Council at their March 5th, 2015 meeting.

For appropriate action, please find below the City's comments on the District's 2014 Comprehensive Sewer Plan. Once the comments have been fully addressed, please forward an amended Plan (two hard copies and one digital copy) for Council adoption.

Comments:

1. Table 11-6 on page 11-10 shows the District having the second lowest residential rate among the neighboring districts. Other information provided to the City also showed the District as having the second lowest rates among the regional sewer agencies (ranked 27 of 29). Even with the proposed increase of rates from the current residential rate of \$27.50 to \$36.50 per month by 2019, the District's rates would remain amongst the lowest in the region. The City has concerns that with these low rates, the District may not be adequately re-investing in its infrastructure resulting in long term significant capital issues, and significant rate increases to its customers. The Plan needs to explain the basis for the District's low rate, and how it is addressing the long term operation and maintenance of its facilities.

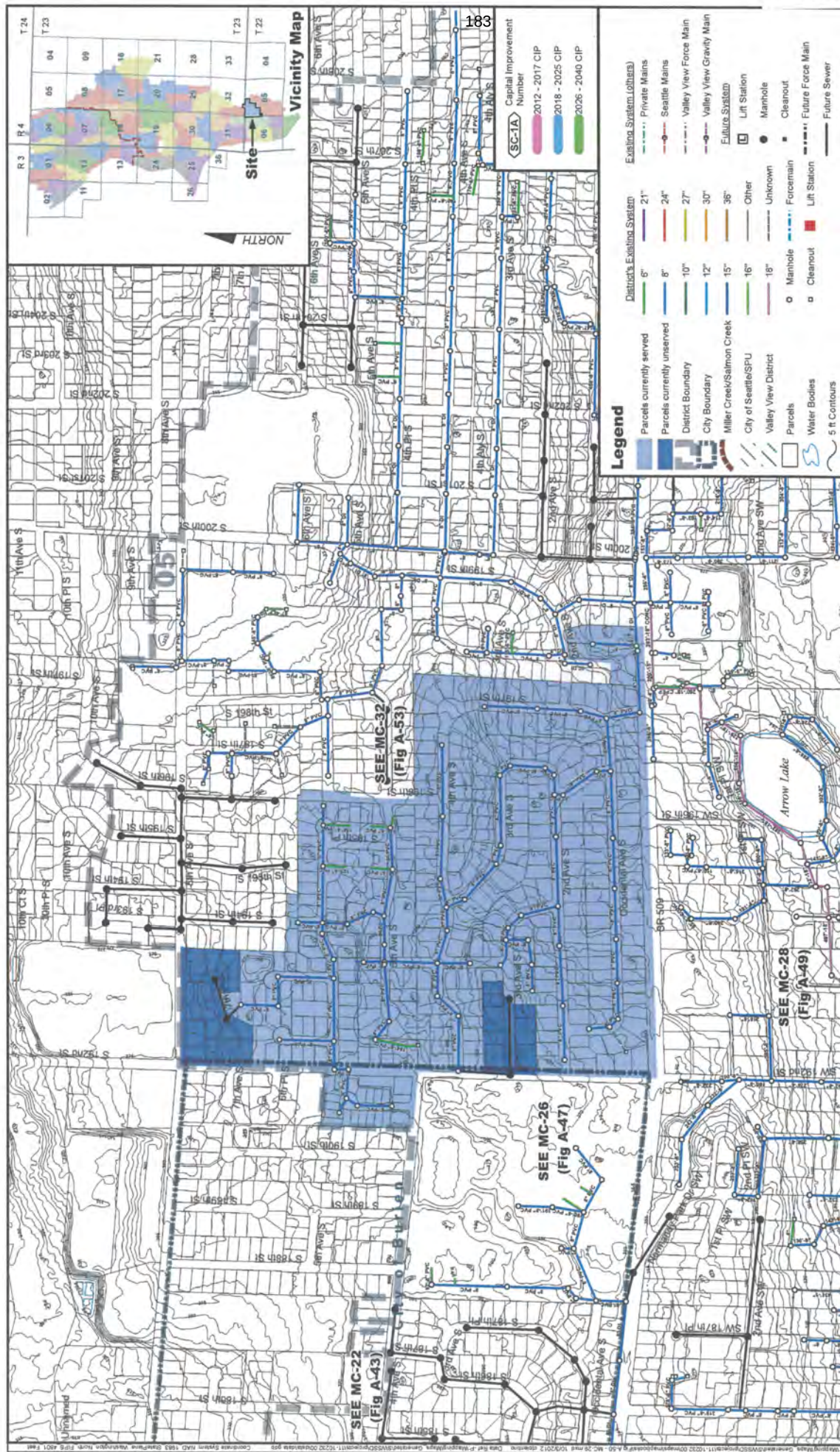
2. In Section 2.5 District Policies, page 2-5, last paragraph, the Plan states that it is the District's policy to respond to property owners desiring sewer service, but not to initiate such a request for sanitary service. The City is dealing with streams impaired with fecal coliform, likely as a result of failed septic systems and associated drain fields. Within the Des Moines service area, the City requests that the District revise its policy and take a more proactive role by promoting the benefits for ULID's within these unsewered areas.
3. While the sub-area maps (A-50 and A-53) clearly indicate which areas are unsewered, what percentage of the parcels of the areas that are sewered are not physically connected (and may be on septic systems)?
4. The Franchise Agreement included in Appendix F has been expired for nearly 10 years and has not been amended to extend the term of the Agreement. The expired Agreement needs to be removed from the plan and an insert added indicating Franchise Agreement Pending. Furthermore, steps need to be taken to begin the process for entering into a new franchise agreement with the City.

Thank you for the opportunity to comment on your Comprehensive Sewer Plan.

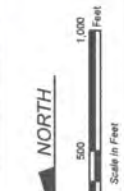
Sincerely,

Dan Brewer,
Planning, Building and Public Works Director

Cc: Council
Tony Piasecki, City Manager
Loren Reinhold, SWM Utility Manager



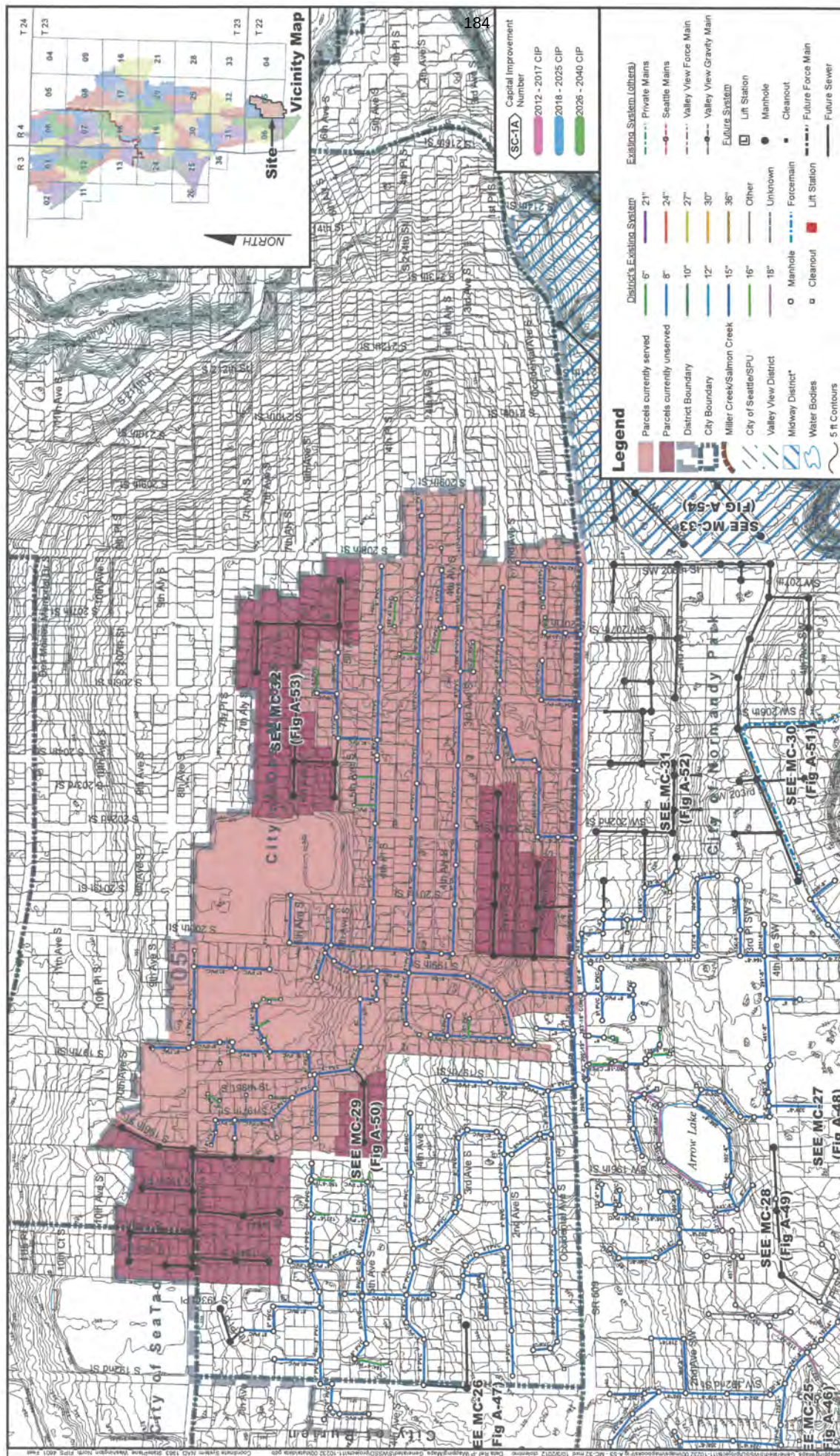
MC-29
Southwest Suburban Sewer District
King County, Washington



SWSD Sewer System: Aug 2011
 King County base data 2012
 The map is a geographic representation based on information available. It does not represent survey data. No warranty is made concerning the accuracy, currency, or completeness of data depicted on this map.
 MAP DATE: SEPTEMBER 2012

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NMP



METRO - SEWER COMPONENT AGENCIES

Attachment #4

AGENCY:	RATE 2012	RATE 2013	RATE 2014
SEATTLE	\$ 80.10	\$ 87.38	\$ 88.13
MERCER ISLAND	\$ 71.13	\$ 76.24	\$ 79.32
KIRKLAND	\$ 67.83	\$ 71.82	\$ 71.82
SAMMAMISH PLATEAU	\$ 61.27	\$ 68.99	\$ 70.74
VASHON SEWER	\$ 62.44	\$ 69.93	\$ 69.93
SKYWAY	\$ 63.03	\$ 67.39	\$ 69.18
RENTON	\$ 62.34	\$ 67.28	\$ 68.60
WOODINVILLE	\$ 61.04	\$ 65.77	\$ 66.94
TUKWILA	\$ 55.36	\$ 62.89	\$ 66.29
BELLEVUE	\$ 57.25	\$ 62.52	\$ 65.07
AUBURN	\$ 55.20	\$ 60.81	\$ 62.91
NE SAMMAMISH	\$ 57.35	\$ 61.68	\$ 62.34
CEDAR RIVER W & S	\$ 55.67	\$ 59.86	\$ 60.36
COAL CREEK	\$ 54.29	\$ 58.79	\$ 59.46
BLACK DIAMOND	\$ 55.26	\$ 58.95	\$ 59.31
ISSAQUAH	\$ 54.11	\$ 57.80	\$ 57.80
KENT	\$ 52.71	\$ 57.06	\$ 57.75
SOOS CREEK	\$ 52.95	\$ 56.99	\$ 57.14
LAKE FOREST PARK	\$ 51.75	\$ 55.44	\$ 56.38
ALDERWOOD	\$ 51.46	\$ 51.46	\$ 54.00
REDMOND	\$ 50.85	\$ 52.89	\$ 53.39
VALLEY VIEW SEWER DISTRICT	\$ 46.10	\$ 51.30	\$ 51.80
NORTHSHORE	\$ 46.10	\$ 51.10	\$ 51.10
RONALD W/W MGMT. (Shoreline)	\$ 47.25	\$ 51.00	\$ 50.00
ALGONA	\$ 45.22	\$ 45.22	\$ 48.91
LAKEHAVEN (KC TREATMENT)	\$ 42.27	\$ 42.27	\$ 44.33
LAKEHAVEN *	\$ 30.27	\$ 30.27	\$ 31.06
SW SUBURBAN *	\$ 27.50	\$ 27.50	\$ 29.50
MIDWAY *	\$ 24.00	\$ 24.00	\$ 24.00
AVERAGE MONTHLY RATE	\$ 56.17	\$ 60.49	\$ 61.65

* Own their Treatment Plants
(not included in average)

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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: Saltwater Park Bridge Seismic Retrofit – Project Update and Additional Contingency Request

FOR AGENDA OF: March 5th, 2015

DEPT. OF ORIGIN: Planning, Building & Public Works

ATTACHMENTS:

DATE SUBMITTED: February 26th, 2015

1. Construction Contract Award for Saltwater State Park Bridge Seismic Retrofit Project Agenda (w/o Attachments)
2. WSDOT AC-Conversion dated February 2, 2015
3. Draft 2015 – 2020 Capital Improvement worksheet for Saltwater State Park Bridge Seismic Retrofit

CLEARANCES:

- ☒ Legal TS
☒ Finance DM
☐ Marina N/A
☐ Parks, Recreation & Senior Services N/A
☒ Planning, Building & Public Works DSB
☐ Police N/A
☐ Courts N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this item is to provide City Council with a brief project update and to seek City Council approval for additional project construction contingency.

The follow motion will appear on the consent calendar:

Suggested Motion

Motion 1: "I move to authorize additional construction contingency for the Saltwater State Park Bridge Seismic Retrofit project in the amount of \$200,000.00, bringing the total contingency for the project to \$470,000."

Background

The Saltwater State Park Bridge is located on Marine View Drive South, and carries traffic over a ravine that is approximately 100 feet deep. Saltwater State Park and McSorly Creek are situated at the bottom of the ravine. The Saltwater State Park Bridge is a 570-foot long highway bridge built in 1934. The structure has eight spans, with an overall average width of 28 feet, and a 24-foot roadway width. The superstructure consists of a cast-in-place reinforced concrete double-tee section with four-column bents.

The bridge is in need of several improvements, which include seismic retrofitting, footing repairs, and drainage improvements.

The project consists of seismically retrofitting the structure, foundation repairs and safety upgrades. The seismic retrofit will include repairing spalls and cracks, strengthening of existing bridge components with concrete and Fiber Reinforced Polymer (FRP) jackets, and the installation of seismic restrainers. The foundation repairs will consist of the installation of access roads under the structure, drainage improvements, the installation of micropiles, enlargement of bent footings, plantings, and other environmental mitigation.

The project was originally awarded by the City Council on September 25th, 2014 to Road Construction Northwest in the amount of \$2,734,787.50 (Attachment 1).

February Construction Status Update

Since the project commenced in October, much progress has been made with the seismic retrofitting of Saltwater State Park Bridge. The team is on track to complete the project in May. Significant construction milestones to-date have included:

- Subsurface micropile installation and testing is complete.
- Carbon fiber wrapping is in full production.
- Bridge column footing expansions are proceeding ahead of schedule.
- Bridge column and deck crack epoxy injection is almost complete.

Discussion

When the Council awarded the project, a construction contingency of \$270,000.00 was authorized. Bridge rehabilitation projects are inherently complex that rely on both engineered designs and assumptions that the existing structure can accommodate the proposed changes. Inevitably, design changes will be needed to ensure the overall project intent is achieved in the field during construction.

To date, one significant change order has been processed which utilized approximately \$250,000 of the authorized contingency. This change order is 100% FHWA reimbursable using BRAC funding. The change order addressed the need to increase plan quantity and higher strength carbon fiber wrapping for the bridge columns than that specified in the Contract Documents.

City staff is also monitoring the project plan unit quantities and total project costs, and anticipate the future need for additional resources. Again, additional work, if needed, will primarily be reimbursed by FHWA. FHWA reimbursable items of work that will exceed the current Contract include catch basins, concrete class 4000 for bridge, steel reinforcing bar for bridge, concrete class 4000 for footing, unexpected site changes, asphalt pavement restoration, water service relocation, and erosion/water pollution control. Items of work that are anticipated to exceed the current Contract that will be the City responsibility include concrete repair, concrete crack repair, and structure excavation. These City responsible items are relatively minor.

The additional contingency authorization should allow for project completion through any additional unanticipated changes that would occur as well as the above noted anticipated cost increases. The majority of the authorization will also be limited to the total FHWA obligated project share for construction (Attachment 2). Currently there are no identified contract changes requiring additional

contingency, but it is important to have the project authorization to avoid the potential for costly project delays if unanticipated changes do arise.

Alternatives

None.

Financial Impact

Two funding sources, the City's Transportation CIP fund and a FHWA grant administered by WSDOT, are utilized to cover the contingency request, \$185,000 from FHWA and \$15,000 from the City's Transportation CIP fund. A Draft CIP Project worksheet is included as Attachment 3.

Recommendation or Conclusion

Staff recommends Council approve the suggested motion.

Concurrence

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

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Construction Contract Award and Consultant Agreement for Construction Engineering for the Saltwater State Park Bridge Seismic Retrofit Project

FOR AGENDA OF: September 25, 2014

DEPT. OF ORIGIN: Planning, Building & Public Works

ATTACHMENTS:

1. Public Works Contract
2. Consultant Agreement Task Order Assignment 01
3. Contract Bid Tabulation
4. Responsive Low Bid Proposal, Non-Responsive Bid Letter, and Correspondence Letters
5. Non-Responsive Low Bid Proposal and Correspondence Letters
6. Transportation 2014-2019 CIP, Draft 2015-2020 CIP, and BRAC Award Letter

DATE SUBMITTED: September 16, 2014

CLEARANCES:

- ☒ Legal *PB*
- ☒ Finance *pl*
- ☐ 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: *Wm/ACM*

Purpose and Recommendation

The purpose of this agenda item is to seek City Council approval of the Contract (Attachment 1) with Road Construction Northwest, Inc. for the Saltwater State Park Bridge Seismic Retrofit project and approval of Task Order Assignment 01 (Attachment 2) with Exeltech Consulting for the Construction Management and Inspection Services for the Saltwater State Park Bridge Seismic Retrofit project. The following motions will appear on the consent calendar:

Suggested Motions

Motion 1: "I move to approve the Public Works Contract with Road Construction Northwest, Inc., Bidder #2, for the Saltwater State Park Bridge Seismic Retrofit project, in the amount of \$2,734,787.50, authorize a project contingency in the amount of \$270,000.00, and further authorize the City Manager to sign said Contract substantially in the form as submitted."

Motion 2: "I move to approve Task Order Assignment 01 with Exeltech Consulting Inc. for the Construction Management and Inspection Services of the Saltwater State Park Bridge Seismic Retrofit project in the amount of \$459,969.76, and further authorize the City Manager to sign said Task Order substantially in the form as submitted."

Background

The Saltwater State Park Bridge is located on Marine View Drive South, and carries traffic over a ravine that is approximately 100 feet deep. Saltwater State Park and McSorly Creek are situated at the bottom of the ravine. The Saltwater State Park Bridge is a 570-foot long highway bridge built in 1934. The structure has eight spans, with an overall average width of 28 feet, and a 24-foot roadway width. The superstructure consists of a cast-in-place reinforced concrete double-tee section with four-column bents. The bridge is in need of several improvements, which include seismic retrofitting, footing repairs, and drainage improvements.

The Project will consist of seismically retrofitting the structure, foundation repairs and safety upgrades. The seismic retrofit will included repairing spalls and cracks, strengthening of existing bridge components with concrete and Fiber Reinforced Polymer (FRP) jackets, and the installation of seismic restrainers. The foundation repairs will consist of the installation of access roads under the structure, drainage improvements, the installation of micropiles, enlargement of bent footings, plantings, and other environmental mitigation.

The Project was advertised on August 20th, 2014 and Bids were opened on September 10th, 2014. All project approvals and permits are acquired and concurrence from WSDOT Local Programs has been obtained to award the project.

Engineering consultants are needed in order to supplement and expand the capability of City staff for Construction Management and Inspection of the Project.

Discussion

Construction Contract (Motion#1)

Staff solicited for sealed bid proposals publically via Seattle Times and the Seattle Daily Journal of Commerce on August 20th, 2014. Staff utilized Builder's Exchange of Washington (an on-line plan center) to reach the majority of contractors and encourage the most competitive bidding atmosphere. A pre-bid meeting was held on September 3rd, 2014 and bids were publically read on September 10th, 2014 by the City Clerk. A total of (7) bids for the project were received. Bids from the (7) contractors are summarized below and the Bid Tabulation which is provided in Attachment 3.

BID RESULTS

<u>Contractor Name</u>	<u>Bid Proposal</u>
McClure and Sons, Inc.	\$2,698,872.50 (Non-Responsive)
Road Construction Northwest, Inc.	\$2,734,787.50 (Responsive Low Bid)
IMCO General Construction	\$2,776,989.00
Olivas Valdez, Inc.	\$2,881,430.00
Massana Construction	\$2,987,795.00
Quigg Brothers, Inc.	\$3,056,880.00
<u>SB Structures, LLC</u>	<u>\$3,191,027.50</u>
Engineer's Estimate	\$2,969,494.00

Road Construction Northwest, Inc. is the apparent lowest responsive bidder at \$2,734,787.50. Attachment 4 includes the bid proposal for the responsive apparent low bidder, along with correspondence letters.

The non-responsive low bid determination (McClure and Sons, Inc) was made due to not fully executed proposal forms relating to DBE requirements. This determination was made with concurrence from Washington State Department of Transportation. Attachment 5 includes the proposal for the non-responsive low bidder, along with correspondence letters.

The bid tabulation, as well as the Contractor qualifications have been reviewed, and Staff and Exeltech (Engineer of Record) recommend award of the Contract to Road Construction Northwest, Inc. WSDOT concurs with the award.

The Contractor will receive Notice to Proceed on this project as soon as possible after Council approval to award and staff has receipt of all the necessary Contract paperwork. The Contractor will have 115 working days to complete this project, and construction is expected to begin in October 2014.

Construction Management and Inspection Services (Motion#2)

Outside Construction Management and Inspection Services are necessary to manage this large construction contract for the City and complete the Saltwater State Park Bridge Seismic Retrofit. These services are proposed to be provided by Exeltech, the Engineer of Record for the project, as provided in Attachment 2. Staff believes that Exeltech has satisfactorily met engineering expectations for the project as originally envisioned in the solicitation for services and have demonstrated their qualifications for these services on other projects within the City of Des Moines and will be able to maintain valuable overall project history and consistency with the previous phases of work.

Construction engineering and inspection services on this project are complex in that it is being constructed with federal funds and must meet extensive FHWA requirements. Steel materials must conform to Buy America requirements and be certified. Requirements include ongoing inspection, monitoring and documentation of contractor compliance to prevailing wage rates, assurance that 10% or more of the contract meets Federal requirements for Disadvantaged Business Enterprises (DBE) goals. WSDOT is responsible for overseeing FHWA federal funds and will audit work to insure adherence contract requirements. Failure to meet these requirements could result in a loss of Certified Agency (CA) status jeopardizing the city's ability to cost effectively manage federally funded projects. Lack of accurate documentation and inspection could also result in a requirement to reimburse all or a portion of FHWA funds expended on the project. Staff believes Exeltech is capable of preparing required federal reports and working directly with WSDOT to ensure that FHWA requirements are met.

Alternatives

(Motion #1)

Council could direct staff to re-submit for construction bids at a later time. However, given permit conditions imposed on the project by the Right of Entry issued by Washington State Parks in concurrence with NEPA Section 4(f) review, any delay will initiate reauthorization and review by WSDOT and FHWA.

(Motion #2)

The City does not have adequate resources to perform complete Construction Management and Inspection in compliance with federal and general project requirements. Council could direct staff to

solicit for proposals, but will cause project delay impacting issued permits and construction schedule. Additionally, solicitation for proposals will result in potentially (2) separate contracts, one for the construction management and inspection work and one for the Engineer of Record. By utilizing the Engineer of Record to fulfill these services, the City will benefit from consolidated services.

Financial Impact

Two funding sources, the City's Transportation CIP fund and a FHWA grant administered by WSDOT, are utilized to cover project costs (refer to Attachment 6). In summary, the project is within budget and a breakdown of participation is as follows:

Construction Contract (Motion#1)

Schedule A \$2,734,787.50 – 100% Reimbursed by FHWA

Schedule A Contingency \$250,000.00 – 100% Reimbursed by FHWA

Schedule B \$351,570.00 – 100% City Responsibility

Schedule B \$20,000.00 – 100% City Responsibility

TOTAL \$3,356,357.50

Construction Management and Observation (Motion#2)

Exeltech Contract \$459,969.76 – 100% Reimbursed by FHWA

City Administration \$30,375.00 – 100% Reimbursed by FHWA

TOTAL \$490,344.76

Recommendation or Conclusion

Staff recommends Council approve the suggested motions.

Concurrence

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



**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

RECEIVED
FEB 05 2015

BY: *P. Valin*

February 2, 2015

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

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

City of Des Moines
Saltwater State Park
Seismic Retrofit
BHM-1051(007)
AC-CONVERSION

Dear Mr. Brewer:

The above referenced project was converted from advance construction on January 22, 2015.

Authorized funds for your project are as follows:

PHASE	TOTAL	FEDERAL SHARE
Preliminary Engineering	\$515,500	\$515,000
Construction	\$3,488,375	\$3,488,375

Now that your project has been converted you must show continuous project progress through monthly billings, until your project is complete. Failure to show continuous progress may result in your project becoming inactive per 23 CFR 630.106(a) (5) and subject to de-obligation of all federal funds and agreement closure.

Please remember the following conditions, which are based on your original authorization date of 8/15/2014, must be met to ensure compliance with federal and state requirements:

- Advertisement of the project within six weeks of construction authorization.
- Submit the Award Data to the Region Local Programs Engineer prior to construction start.

You may proceed with the administration of this project in accordance with your WSDOT approved Certification Acceptance agreement.

Sincerely,

Stephanie Tax
Manager, Program Management
Local Programs

ST:ds:ac

cc: Ed Conyers, Northwest Region Local Programs Engineer, MS NB82-121

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2015 - 2020 CAPITAL IMPROVEMENT PLAN Transportation CIP Fund

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Transportation	PROJECT NO.	319,326
PROJECT	Saltwater State Park Bridge Seismic Retrofit	Project Type:	Restore/rehat
LOCATION	Marine View Drive and S. 252nd St.	Council Goals met:	1, 2
DESCRIPTION:	Repairs and seismic retrofitting of the bridge. Patch and repair spalling areas.	Council Objectives met:	Adopted
		Project Status	

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 (BRAC)	\$ 70,375	\$ -		\$ 12,534	\$ 22,731	\$ 27,466	\$ 30,375					
ADMIN/City Staff (Local)	36,503	31,878		2,091	8,077	2,534						
DESIGN / ENGINEERING (BRAC)	475,000			185,885	239,115	289,115						
DESIGN / ENGINEERING (Local)	256,987	138,437			118,550	118,550						
LAND	-				-							
BUILDINGS	-				-							
IMPROVEMENTS (BRAC)	2,383,218				1,628,630	953,287	1,429,931					
IMPROVEMENTS (Local)	351,570				179,285	140,628	210,942					
CONTINGENCY (BRAC)	435,000				141,620		435,000					
CONTINGENCY (Local)	35,000				75,000		35,000					
CM, CE, & Insp. (BRAC)	490,375				325,726	196,150	294,225					
CM, CE, & Insp. (Local)	-				28,062							
SALES TAX	-											
OTHER	-											
TOTAL	\$ 4,534,027	\$ 170,315		\$ 200,509	\$ 2,766,797	\$ 1,727,730	\$ 2,435,473					

UNFUNDED IMPROVEMENTS

FUNDING SOURCES	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
STP Funds (Unconfirmed)	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -					
Transportation CIP Fund	638,969	131,315		200,509	210,556	61,203	245,942					
2008 Bond Proceeds	39,000	39,000			-							
BRAC (Confirmed)	3,856,058			-	2,556,241	1,666,527	2,189,531					
TOTAL	\$ 4,534,027	\$ 170,315		\$ 200,509	\$ 2,766,797	\$ 1,727,730	\$ 2,435,473					

*Excludes FY 14 Amd

\$ 427,556



DRAFT

2015 - 2020 CAPITAL IMPROVEMENT PLAN Transportation CIP Fund

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Transportation	PROJECT NO.	319.326
PROJECT	Saltwater State Park Bridge Seismic Retrofit	Project Type:	Restore/rehat
LOCATION	Marine View Drive and S. 252nd St.	Council Goals met:	1, 2
		Council Objectives met:	
		Project Status	Adopted

JUSTIFICATION:

The Saltwater Bridge is one of three bridges that the City owns and maintains. It was built in 1934 and has a span of approximately 570 feet. The bridge needs seismic retrofitting and repairs that have been identified in recent inspections conducted by King County bridge engineers. Both approaches to this bridge recently have experienced subsidence that required emergency repairs. Repairs to the south approach have been completed. Repairs to the north approach are considered to be temporary in nature and were not intended as a permanent solution. Permanent repairs to the north approach will be undertaken at a later date. The project would replace the pin and hanger system for both suspended sections of the bridge. Surface drainage improvements would also be addressed.

SCOPE OF WORK:

This project includes design, environmental analysis, permit documentation, and preparation of plans, specifications and estimates by a consultant. It also includes construction by a contractor of the feasible improvements. Construction engineering and inspection will be done by a consultant.