

AMENDED AGENDA

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

March 22, 2018 – 7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC

BOARD & COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

PRESIDING OFFICER'S REPORT

ADMINISTRATION REPORT

Page 1 Item 1: FINANCE UPDATE

Item 2: AVIATION ADVISORY COMMITTEE UPDATE

Item 3: SCORE UPDATE

CONSENT CALENDAR

Page 11 Item 1: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfer through March 14, 2018 included in the attached list and further described as follows:

Total A/P Checks/Vouchers	#153412-153542	\$384,603.69
Electronic Wire Transfers	#1004-1009	\$186,657.90
Payroll Checks	#19029-19032	\$ 1,073.46
Payroll Direct Deposit	#90001-90181	<u>\$ 341,934.10</u>
Total Checks and Wires for A/P & Payroll		\$ 914,269.15

Page 13 Item 2: KING COUNTY YOUTH AND AMATEUR SPORTS GRANT AGREEMENT

Motion 1 is to accept the 2018 King County Youth and Amateur Sports Grant for the Steven J. Underwood Memorial Park Play for All project in the amount of \$245,000, and authorize the City Manager to sign the Agreement substantially in the form as submitted.

Motion 2 is to accept the 2018 King County Youth and Amateur Sports Grant for the Midway Park Summer Fun in the Sun program in the amount of \$23,000, and authorize the City Manager to sign the Agreement substantially in the form as submitted.

Page 43 Item 3: S. 251ST STORM OUTFALL PROJECT – CONSTRUCTION CONTRACT AWARD

Motion 1 is to approve the award of the construction contract of the S 251st Storm Outfall Project to Road Construction Northwest, Inc., in the amount of \$186,970.00 including sales tax, authorize a project contingency in the amount of \$19,000.00, and authorize the City Manager to sign said contract substantially in the form as submitted.

Motion 2 is to approve the Task Order Assignment with KPG for construction management services associated with the S 251st Storm Outfall Project in the amount of \$51,524.14, and authorize the City Manager to sign said Task Order Assignment, substantially in the form as submitted.

Page 77 Item 4: SEXUAL ASSAULT AWARENESS MONTH

Motion is to approve the Proclamation recognizing April as Sexual Assault Awareness Month.

PUBLIC HEARING/CONTINUED PUBLIC HEARING

Page 81 Item 1: CONTINUED PUBLIC HEARING ON DRAFT ORDINANCE 15-206 RELATED TO THE SITING OF ESSENTIAL PUBLIC FACILITIES (EPFs)
Staff Presentation: Community Development Director Susan Cezar

NEW BUSINESS

Page 121 Item 1: PUGET SOUND GATEWAY PROJECT SR 167 AND SR 509 COMPLETION PROJECTS – LOCAL FUNDING COMMITMENT
Staff Presentation: Chief Operations Officer Dan Brewer

EXECUTIVE SESSION

Potential Litigation under RCW 42.30.110(1)(i) - 15 minutes

NEXT MEETING DATE

April 5, 2018 City Council Study Session

ADJOURNMENT

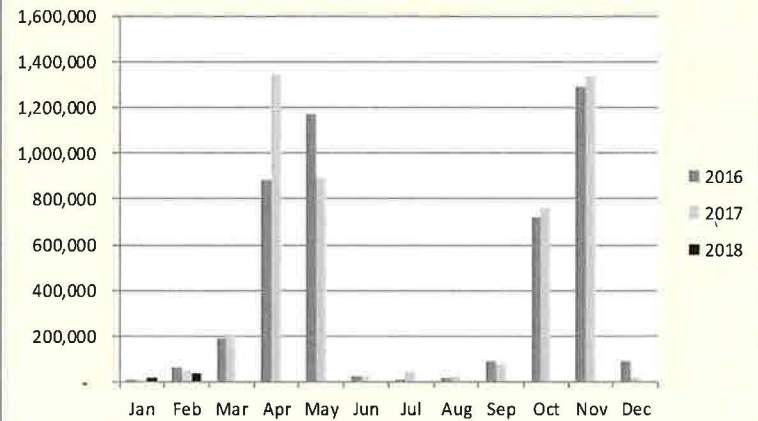
MAJOR REVENUE TRENDS (CASH BASIS)

2018 YTD Compared to 2017 YTD: **(9,697) -15.5%**

	2018	2017	2016	PY YTD
Jan	16,419	10,191	9,718	0.2%
Feb	36,447	52,372	62,078	1.3%
Mar		207,664	192,691	5.6%
Apr		1,341,941	884,255	33.7%
May		892,976	1,172,679	52.3%
June		22,136	24,323	52.8%
Jul		45,386	8,130	53.8%
Aug		22,470	19,914	54.2%
Sep		78,305	87,561	55.9%
Oct		757,497	721,023	71.7%
Nov		1,334,765	1,292,382	99.6%
Dec		20,037	92,696	100.0%
Totals	52,866	4,785,740	4,567,450	

2018 YTD Compared to Annual Budget: **4,800,000 1.1%**

PROPERTY TAXES

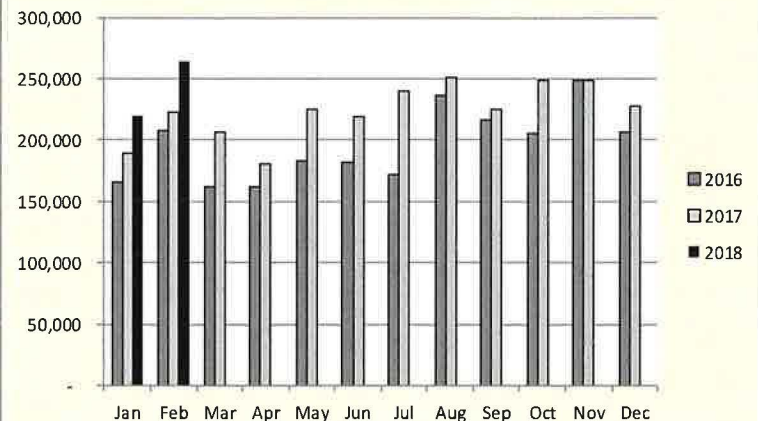


2018 YTD Compared to 2017 YTD: **72,657 17.7%**

	2018	2017	2016	PY YTD
Jan	219,835	188,813	166,482	7.0%
Feb	263,849	222,214	207,580	15.3%
Mar		206,184	162,512	23.0%
Apr		180,327	162,783	29.7%
May		225,772	183,308	38.1%
Jun		218,517	182,542	46.3%
Jul		240,702	172,341	55.2%
Aug		251,535	236,926	64.6%
Sep		225,110	216,225	73.0%
Oct		248,661	205,441	82.3%
Nov		248,226	248,392	91.5%
Dec		228,030	206,295	100.0%
Totals	483,684	2,684,092	2,350,827	

2018 YTD Compared to Annual Budget: **2,500,000 19.3%**

SALES TAXES

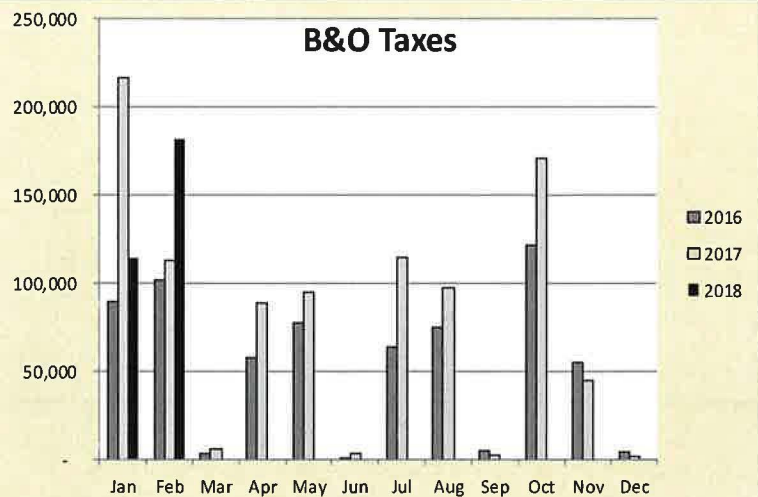


2018 YTD Compared to 2017 YTD: **(33,167) -10.1%**

	2018	2017	2016	PY YTD
Jan	114,329	216,324	89,942	22.7%
Feb	181,623	112,795	101,825	34.5%
Mar		6,291	3,106	35.1%
Apr		89,260	58,292	44.5%
May		94,829	78,035	54.4%
Jun		3,205	1,262	54.7%
Jul		114,496	63,661	66.7%
Aug		97,730	74,863	77.0%
Sep		2,767	5,211	77.2%
Oct		171,216	122,095	95.2%
Nov		44,658	55,292	99.9%
Dec		1,400	4,217	100.0%
Totals	295,952	954,972	657,801	

2018 YTD Compared to Annual Budget: **800,000 37.0%**

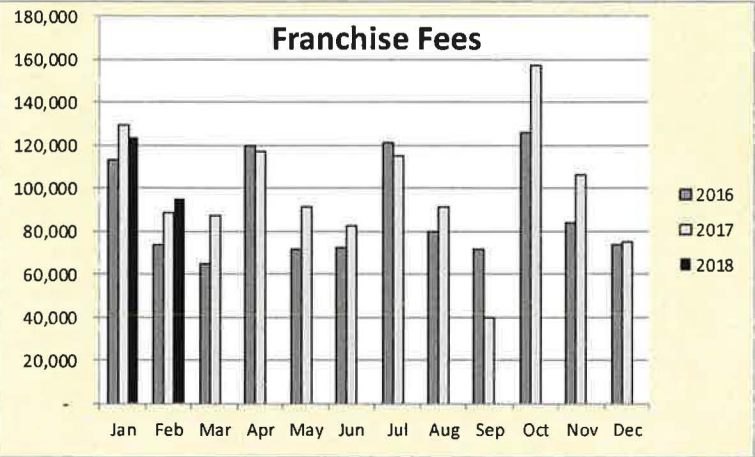
B&O Taxes



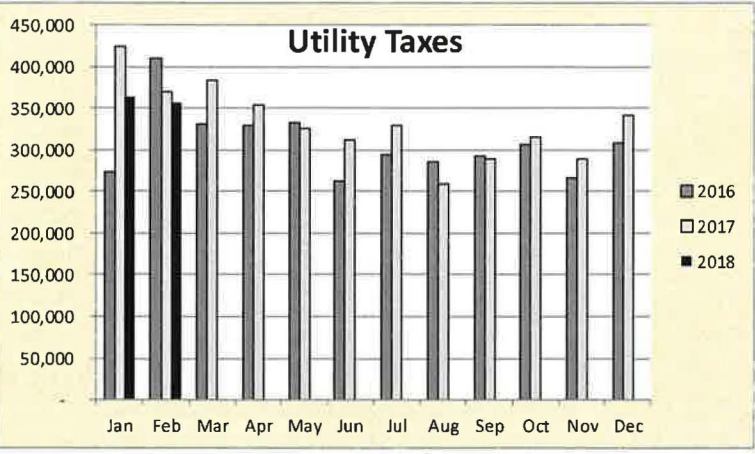
MAJOR REVENUE TRENDS

(Cash Basis -Continued)

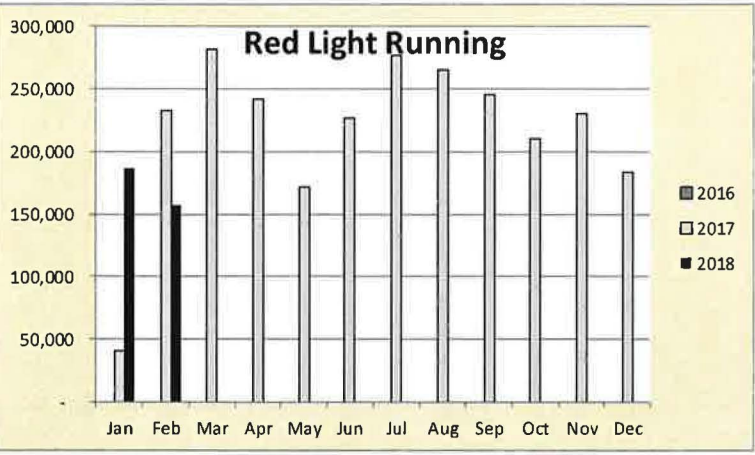
2018 YTD Compared to 2017 YTD:				
	2018	2017	2016	PY YTD
Jan	123,726	129,401	113,463	10.9%
Feb	94,879	89,045	73,834	18.5%
Mar		87,325	65,347	25.9%
Apr		116,973	120,207	35.8%
May		91,363	71,583	43.5%
Jun		82,575	72,626	50.5%
Jul		115,316	121,248	60.2%
Aug		91,478	79,804	68.0%
Sep		40,214	72,099	71.4%
Oct		156,940	126,141	84.7%
Nov		106,415	84,251	93.7%
Dec		74,885	73,899	100.0%
Totals	218,605	1,181,930	1,074,502	
2018 YTD Compared to Annual Budget:			1,090,440	20.0%



2018 YTD Compared to 2017 YTD:				
	2018	2017	2016	PY YTD
Jan	364,526	424,753	273,337	10.6%
Feb	356,373	369,100	410,967	19.9%
Mar		384,143	332,039	29.5%
Apr		354,597	329,815	38.3%
May		326,610	333,168	46.5%
Jun		311,295	262,684	54.3%
Jul		330,214	293,988	62.6%
Aug		259,947	286,311	69.1%
Sep		289,489	292,324	76.3%
Oct		315,656	306,464	84.2%
Nov		289,793	266,326	91.4%
Dec		342,218	308,003	100.0%
Totals	720,899	3,997,816	3,695,425	
2018 YTD Compared to Annual Budget:			3,827,000	18.8%



2018 YTD Compared to 2017 YTD:				
	2018	2017	2016	PY YTD
Jan	186,912	41,052		1.6%
Feb	157,163	232,138		10.5%
Mar		281,581		21.3%
Apr		242,435		30.5%
May		172,049		37.1%
Jun		227,114		45.8%
Jul		277,288		56.5%
Aug		264,954		66.6%
Sep		245,831		76.0%
Oct		210,839		84.1%
Nov		230,840		93.0%
Dec		183,507		100.0%
Totals	344,074	2,609,628	-	
2018 YTD Compared to Annual Budget:			2,500,000	13.8%

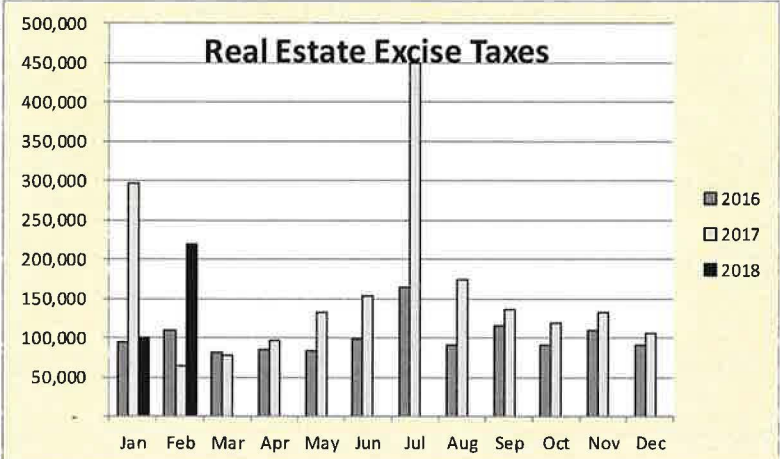


MAJOR REVENUE TRENDS

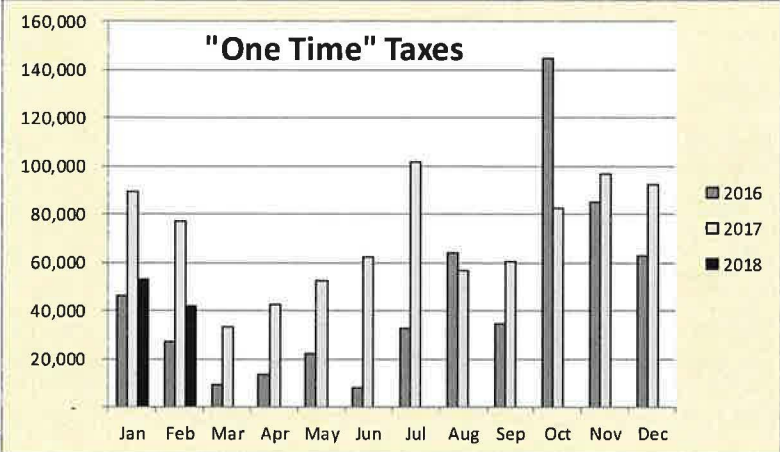
(Cash Basis -Continued)

CIP FUNDING SOURCES

2018 YTD Compared to Annual Budget:					(41,846)	-11.6%
	2018	2017	2016	PY YTD		
Jan	100,179	296,469	93,909	15.3%		
Feb	218,634	64,190	109,153	18.6%		
Mar		78,233	80,623	22.7%		
Apr		95,642	86,005	27.6%		
May		132,598	84,072	34.5%		
Jun		152,999	99,166	42.4%		
Jul		448,867	163,905	65.6%		
Aug		173,469	90,084	74.5%		
Sep		136,573	116,119	81.6%		
Oct		118,772	91,603	87.7%		
Nov		132,237	109,682	94.6%		
Dec		105,037	91,594	100.0%		
Totals	318,813	1,935,085	1,215,915			
2018 YTD Compared to Annual Budget:					900,000	35.4%



2018 YTD Compared to 2017 YTD:					(70,749)	57.4%
	2018	2017	2016	PY YTD		
Jan	53,243	89,266	46,556	10.5%		
Feb	42,058	76,783	27,195	19.6%		
Mar		33,370	9,428	23.5%		
Apr		42,775	13,465	28.6%		
May		52,185	22,165	34.7%		
Jun		62,293	7,770	42.1%		
Jul		101,589	32,666	54.1%		
Aug		56,915	64,376	60.8%		
Sep		60,445	34,407	67.9%		
Oct		82,400	144,643	77.6%		
Nov		97,018	84,923	89.1%		
Dec		92,746	62,874	100.0%		
Totals	95,300	847,785	550,468			
2018 YTD Compared to Annual Budget:					-	#DIV/0!



GENERAL FUND 001

2018 ADOPTED BUDGET				2018 Year to Date ACTUAL					
ANNUAL 12 MONTHS				FEBRUARY					
	REVENUES	EXPENDITURES	NET	REVENUES	%**	EXPENDITURES	%**	NET	
BEGINNING FUND BALANCE			4,532,095					5,778,924	*
<u>Unrestricted Revenues</u>									
Unrestricted Taxes	12,117,000		12,117,000	1,610,633	13%				
One Time Sales/B&O Taxes	-		-	95,270	-				
Unrestricted Franchise Fees	1,130,000		1,130,000	218,605	19%				
State/City Assistance	90,000		90,000	-	-				
Miscellaneous	21,000		21,000	6,843	33%				
Transfer In	-		-						
Total Unrestricted Revenues	13,358,000		13,358,000	1,931,350	14%			1,931,350	
<u>Policy & Support Services</u>									
Support Services Chargebacks	2,620,190		2,620,190	436,426	17%			436,426	17%
City Council		95,148	(95,148)	-	-	13,320	14%	(13,320)	14%
City Manager	-	1,178,806	(1,178,806)	5,500	-	215,772	18%	(210,272)	18%
Financial Services	70,000	996,334	(926,334)	25	0%	160,546	16%	(160,521)	17%
Technology Services	758,527	758,527	-	126,421	17%	197,883	26%	(71,462)	-
Legal	-	387,812	(387,812)	-	-	53,012	14%	(53,012)	14%
Bldg & Facility Maint		394,665	(394,665)	-	-	47,268	12%	(47,268)	12%
Total Policy & Support Services	3,448,717	3,811,292	(362,575)	568,372	16%	687,800	18%	(119,428)	33%
<u>Public Safety Services</u>									
Restricted - Public Safety	3,884,460		3,884,460	564,736	15%			564,736	15%
Court	115,005	1,287,728	(1,172,723)	15,274	13%	212,476	17%	(197,202)	17%
Probation	72,500	224,938	(152,438)	10,117	14%	34,566	15%	(24,449)	16%
EMS/Fire/Jail/Public Defender	4,500	968,037	(963,537)	520	12%	124,314	13%	(123,794)	13%
Legal (Prosecution, DV, etc.)	36,050	312,113	(276,063)	6,062	17%	62,108	20%	(56,046)	20%
Police	238,015	10,518,937	(10,280,922)	31,193	13%	1,611,267	15%	(1,580,074)	15%
Total Public Safety Services	4,350,530	13,311,753	(8,961,223)	627,902	14%	2,044,731	15%	(1,416,829)	16%
<u>Community Services</u>									
Planning & Bldg (NonFee Based)		750,947	(750,947)			97,077	13%	(97,077)	13%
Engineering (NonFee Based)		256,360	(256,360)			41,432	16%	(41,432)	16%
Subtotal	-	1,007,307	(1,007,307)	-		138,509	14%	(138,509)	14%
Park Maintenance	26,665	946,555	(919,890)	1,997	7%	110,381	12%	(108,383)	12%
Parks & Community Relations	6,500	218,553	(212,053)	3,250	50%	31,772	15%	(28,522)	13%
Senior & Human Services	104,050	604,892	(500,842)	11,088	11%	104,913	17%	(93,825)	19%
Arts Program	12,500	55,511	(43,011)	7,575	61%	1,172	2%	6,403	-15%
Recreation Programs	1,059,047	1,289,210	(230,163)	159,704	15%	171,133	13%	(11,428)	5%
Beach Park Rentals	266,100	563,949	(297,849)	34,242	13%	82,030	15%	(47,788)	16%
Subtotal	1,474,862	3,678,670	(2,203,808)	217,856	15%	501,400	14%	(283,544)	13%
Total Community Services	1,474,862	4,685,977	(3,211,115)	217,856	15%	639,909	14%	(422,053)	13%
<u>Transfers Out</u>									
Capital & Debt		1,950,588	(1,950,588)			-	0%	-	0%
One Time Sales/ B&O Tax		-	-			95,270	-	(95,270)	-
Total Transfers	-	1,950,588	(1,950,588)	-		95,270		(95,270)	
TOTAL GENERAL FUND	22,632,109	23,759,610	(1,127,501)	3,345,480	15%	3,467,711	15%	(122,230)	11%
ENDING FUND BALANCE			3,404,594					5,656,694	

* Preliminary Beginning Fund Balance

**Feb is month 2 of 12 = 16.7%

2 month expenditures target min Ending Fund Balance 3,960,727

**SPECIAL REVENUE FUNDS MONTHLY REPORT
FEBRUARY**

	2018 Budget Annual	2018 Actual Year to Date	%	2017 Actual Annual	2017 Actual Year to Date	%
STREETS						
Begin Fund Balance	554,270	696,320		563,269	563,269	
Revenues	1,766,145	155,615	9%	1,702,031	229,857	14%
Expenditures	1,614,937	191,321	12%	1,568,980	192,873	12%
Net Activity	151,208	(35,706)		133,051	36,984	
Ending Fund Balance	705,478	660,614		696,320	600,253	
ARTERIAL PAVEMENT						
Begin Fund Balance	1,005,361	1,107,772		212,146	212,146	
Revenues	1,125,000	121,564	11%	1,128,015	221,312	20%
Expenditures	1,310,413	23	0%	232,389	17,358	7%
Net Activity	(185,413)	121,541		895,626	203,954	
Ending Fund Balance	819,948	1,229,313		1,107,772	416,100	
DEVELOPMENT SERVICES						
Begin Fund Balance	1,868,569	2,916,201		1,507,686	1,507,685	
Revenues	2,368,010	811,309	34%	3,610,144	1,836,947	51%
Expenditures	2,546,467	396,098	16%	2,201,629	323,811	15%
Net Activity	(178,457)	415,211		1,408,515	1,513,136	
Ending Fund Balance	1,690,112	3,331,412		2,916,201	3,020,821	
POLICE DRUG SEIZURE						
Begin Fund Balance	7,385	10,446		10,376	10,376	
Revenues	1,000	-	0%	70	6	9%
Expenditures	1,000	-	0%	-	-	0%
Net Activity	-	-		70	6	
Ending Fund Balance	7,385	10,446		10,446	10,382	
HOTEL/MOTEL TAX						
Begin Fund Balance	6,875	19,459		17,375	17,375	
Revenues	133,000	15,855	12%	161,541	12,119	8%
Expenditures	112,000	7,235	6%	159,457	6,411	4%
Net Activity	21,000	8,620		2,084	5,708	
Ending Fund Balance	27,875	28,079		19,459	23,083	
REDONDO ZONE						
Begin Fund Balance	22,545	18,469		18,754	18,754	
Revenues	60,870	3,347	5%	111,562	2,887	3%
Expenditures	69,853	9,940	14%	111,847	11,899	11%
Net Activity	(8,983)	(6,593)		(285)	(9,012)	
Ending Fund Balance	13,562	11,876		18,469	9,742	

February is 2 months of 12

17%

SPECIAL REVENUE FUNDS MONTHLY REPORT

FEBRUARY

	2018 Budget Annual	2018 Actual Year to Date	%	2017 Budget Annual	2017 Actual Year to Date	%
WATERFRONT ZONE						
Begin Fund Balance	16,392	23,453		-	-	
Revenues	276,000	24,994	9%	123,990	-	0%
Expenditures	158,938	15,993	10%	100,537	4,640	5%
Net Activity	117,062	9,001		23,453	(4,640)	
Ending Fund Balance	133,454	32,454		23,453	(4,640)	
AUTOMATION FEES						
Begin Fund Balance	181,446	194,673		96,179	96,179	
Revenues	100,000	39,105	39%	199,888	26,797	13%
Expenditures	95,778	15,963	17%	101,394	15,779	16%
Net Activity	4,222	23,142		98,494	11,018	
Ending Fund Balance	185,668	217,815		194,673	107,197	
URBAN FORESTRY						
Begin Fund Balance	-	-		-	-	
Revenues	10,000	-	0%	-	-	0%
Expenditures	5,000	-	0%	-	-	0%
Net Activity	5,000	-		-	-	
Ending Fund Balance	5,000	-		-	-	
ABATEMENT						
Begin Fund Balance	5,208	6,659		19,120	19,120	
Revenues	35,300	1,240	4%	3,428	-	0%
Expenditures	200	-	0%	15,889	15,889	100%
Net Activity	35,100	1,240		(12,461)	(15,889)	
Ending Fund Balance	40,308	7,899		6,659	3,231	
(ASE) AUTOMATED SPEED ENFORCEMENT						
Begin Fund Balance	214,687	273,136		152,986	152,986	
Revenues	350,000	77,742	22%	407,313	84,467	21%
Expenditures	396,686	24,576	6%	287,163	24,430	9%
Net Activity	(46,686)	53,166		120,150	60,037	
Ending Fund Balance	168,001	326,302		273,136	213,023	
(TBD) TRANSPORTATION BENEFIT DISTRICT						
Begin Fund Balance	278,847	138,639		263,030	263,030	
Revenues	916,000	144,144	16%	916,521	145,569	16%
Expenditures	914,812	2,969	0%	1,040,912	264,049	25%
Net Activity	1,188	141,175		(124,391)	(118,480)	
Ending Fund Balance	280,035	279,814		138,639	144,550	

February is 2 months of 12

17%

DEBT SERVICE FUNDS MONTHLY REPORT
FEBRUARY

	2018 Budget <u>Annual</u>	2018 Actual <u>Year to Date</u>	%	2017 Actual <u>Annual</u>	2017 Actual <u>Year to Date</u>	%
REET 1 ELIGIBLE DEBT SERVICE						
Begin Fund Balance	9,386	21,339		13,196	13,196	
Revenues	17,268	-	0%	152,360	23,440	15%
Expenditures	19,476	1,271	7%	144,217	1,245	1%
Net Activity	<u>(2,208)</u>	<u>(1,271)</u>		<u>8,143</u>	<u>22,195</u>	
Ending Fund Balance	<u>7,178</u>	<u>20,068</u>		<u>21,339</u>	<u>35,391</u>	
REET 2 ELIGIBLE DEBT SERVICE						
Begin Fund Balance	16,958	38,561		21,246	21,246	
Revenues	263,428	-	0%	280,709	43,186	15%
Expenditures	263,428	1,772	1%	263,394	1,739	1%
Net Activity	<u>-</u>	<u>(1,772)</u>		<u>17,315</u>	<u>41,447</u>	
Ending Fund Balance	<u>16,958</u>	<u>36,789</u>		<u>38,561</u>	<u>62,693</u>	

MARINA FUND 401 OPERATIONS MONTHLY REPORT

(Budget Basis/Working Capital Basis)

FEBRUARY

	2018 Budget Annual	2018 Actual Year to Date	%	2017 Actual Annual	2017 Actual Year to Date	%
REVENUES						
Intergov't Grants				590	-	0%
Charges Goods & Services	119,485	24,271	20%	196,705	27,420	14%
Fuel Sales	934,600	36,117	4%	938,216	42,378	5%
Fines & Forefeitures	12,220	4,271	35%	18,782	3,092	16%
Moorage, Parking & Misc	2,892,440	462,600	16%	2,815,349	432,285	15%
Interfund Maint Services	-	-	0%	32,139	5,917	18%
TOTAL	3,958,745	527,259	13%	4,001,781	511,092	13%

EXPENDITURES

Salaries	757,095	99,764	13%	605,354	88,726	15%
Benefits	277,853	32,798	12%	220,320	37,257	17%
Supplies	137,400	27,559	20%	151,103	29,011	19%
Fuel Purchases	657,000	44,591	7%	825,530	19,732	2%
Services	778,536	118,619	15%	750,192	80,051	11%
Capital Transfers	410,000	-	0%	421,741	-	0%
Debt Transfers	815,416	-	0%	889,501	137,354	15%
TOTAL	3,833,300	323,331	8%	3,863,741	392,131	10%

REVENUES MORE THAN OR

(LESS THAN) EXPENDITURES	125,445	203,928	138,040	118,961
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Ending Cash & Investments	1,713,229	1,427,681
Min Reserves - 20%	684,660	
Avail to Xfer to Dock Replace	618,569	

February is 2 month of 12 16.7%

SWM FUND 450 OPERATIONS MONTHLY REPORT

(Budget Basis/Working Capital Basis)

FEBRUARY

	2018 Budget Annual	2018 Actual Year to Date	%	2017 Actual Annual	2017 Actual Year to Date	%
REVENUES						
Intergov't Grants	-			-		
Charges Goods & Services	3,741,629	58,025	2%	3,621,787	79,381	2%
Interest & Miscellaneous	10,000	1,784	18%	32,976	3,249	10%
TOTAL	3,751,629	59,809	2%	3,654,763	82,630	2%

EXPENDITURES

Salaries	922,742	128,837	14%	807,096	137,537	17%
Benefits	424,417	56,112	13%	351,361	56,258	16%
Supplies	88,112	9,846	11%	94,952	9,589	10%
Services	1,585,117	206,125	13%	1,468,358	218,696	15%
Capital Transfers	553,900	-	0%	99,077	-	0%
TOTAL	3,574,288	400,920	11%	2,820,844	422,080	15%

REVENUES MORE THAN OR

(LESS THAN) EXPENDITURES	177,341	(341,111)	833,919	(339,450)
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Ending Cash & Investments	2,784,039	1,983,634
Min Reserves - 20% Revenues	750,326	
Waiting for CIP Xfer to Fund 451	2,033,713	

February is 2 months of 12 16.7%

INTERNAL SERVICE FUNDS MONTHLY REPORT
 (Budget Basis/Working Capital Basis)
FEBRUARY

	2018 Budget Annual	2018 Actual Year to Date	%	2017 Actual Annual	2017 Actual Year to Date	%
EQUIPMENT RENTAL OPS						
Begin Fund Balance	348,332	351,116		340,868	340,868	
Revenues	482,673	77,709	16%	529,485	81,931	15%
Expenditures	515,142	71,416	14%	519,237	62,588	12%
Net Activity	(32,469)	6,293		10,248	19,343	
Ending Fund Balance	315,863	357,409		351,116	360,211	
EQUIPMENT RENTAL REPLACE						
Begin Fund Balance	2,160,953	2,236,845		1,838,924	1,838,924	
Revenues	750,978	125,163	17%	960,197	154,810	16%
Expenditures	523,000	-	0%	562,276	178,765	32%
Net Activity	227,978	125,163		397,921	(23,955)	
Ending Fund Balance	2,388,931	2,362,008		2,236,845	1,814,969	
FACILITY MAJOR REPAIRS						
Begin Fund Balance	189,491	192,667		90,776	90,776	
Revenues	522,258	18,210	3%	151,087	18,234	12%
Expenditures	473,013	-	0%	49,196	-	0%
Net Activity	49,245	18,210		101,891	18,234	
Ending Fund Balance	238,736	210,877		192,667	109,010	
COMPUTER REPLACEMENT						
Begin Fund Balance	709,688	768,335		554,767	554,767	
Revenues	247,744	41,274	17%	479,821	71,912	15%
Expenditures	205,824	16,491	8%	266,253	21,865	8%
Net Activity	41,920	24,783		213,568	50,047	
Ending Fund Balance	751,608	793,118		768,335	604,814	
SELF INSURANCE						
Begin Fund Balance	443,980	460,407		301,936	301,936	
Revenues	861,790	143,632	17%	884,010	152,452	17%
Expenditures	701,975	587,202	84%	725,539	610,009	84%
Net Activity	159,815	(443,570)		158,471	(457,557)	
Ending Fund Balance	603,795	16,837		460,407	(155,621)	
UNEMPLOY INSURANCE						
Begin Fund Balance	413,174	437,543		369,825	369,825	
Revenues	68,682	5,398	8%	67,867	9,641	14%
Expenditures	30,000	-	0%	149	149	100%
Net Activity	38,682	5,398		67,718	9,492	
Ending Fund Balance	451,856	442,941		437,543	379,317	

February is 2 months of 12

17%

CITY OF DES MOINES
Voucher Certification Approval
22-Mar-18

Auditing Officer Certification

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

As of Mar 22, 2018 the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers through March 14, 2018 included in the attached list and further described as follows:

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

Cecilia Pollock 3/15/2018
 Cecilia Pollock, Finance Operations Manager

	# From	# To	Amounts
Claims Vouchers:			
Total A/P Checks/Vouchers	153412 -	153542	384,603.69
Electronic Wire Transfers	1004 -	1009	186,657.90
Total claims paid			571,261.59
Payroll Vouchers			
Payroll Checks	19029 -	19032	1,073.46
Direct Deposit	90001 -	90181	341,934.10
Total Paychecks/Direct Deposits paid			343,007.56
Total checks and wires for A/P & Payroll			914,269.15

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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: King County Youth and Amateur Sports Grant Agreements

FOR AGENDA OF: 03/22/2018

DEPT. OF ORIGIN: Parks, Recreation & Senior Services

ATTACHMENTS:

DATE SUBMITTED: 03/12/2018

1. Play for All Project Grant Agreement
2. Summer Fun in the Sun Program Grant Agreement
3. 2018-2023 CIP Project Sheet

CLEARANCES:

- ☐ Community Development _____
☐ Marina _____
☒ Parks, Recreation & Senior Services _____
☐ Public Works _____

CHIEF OPERATIONS OFFICER: _____

- ☒ Legal _____
☐ Finance _____
☐ Courts _____
☐ Police _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: _____

The purpose of this agenda item is to request that the City Council accept two King County Youth and Amateur Sports Grants.

Suggested Motions

Motion 1: "I move to accept the 2018 King County Youth and Amateur Sports Grant for the Steven J. Underwood Memorial Park Play for All project in the amount of \$245,000, and authorize the City Manager to sign the Agreement substantially in the form as submitted."

Motion 2: "I move to accept the 2018 King County Youth and Amateur Sports Grant for the Midway Park Summer Fun in the Sun program in the amount of \$23,000, and authorize the City Manager to sign the Agreement substantially in the form as submitted."

Background

The City Council approved the Steven J. Underwood Memorial Park Play Area project in the 2018-2023 Capital Improvement Plan. Design for the project is now underway.

The Des Moines Parks, Recreation and Senior Services Department prepared and submitted a grant application in the amount of \$245,000 to the King County Youth and Amateur Sports Grant Program for the Steven J. Underwood Memorial Park Play for All project and was selected to receive funding in February 2018.

The Department also prepared and submitted a grant application in the amount of \$23,000 to the King County Youth and Amateur Sports Grant Program for the Midway Park Summer Fun in the Sun program to provide summer long activities for Pacific Ridge Neighborhood children. The Department was awarded the grant in February 2018.

Discussion

Steven J. Underwood Memorial Park Master Plan identifies the need for a play area and walking trail. The park is located on the outskirts of the densely populated and underserved Pacific Ridge neighborhood that has a high need for recreation activity space and it is utilized by thousands of families attending sporting events and practices annually. The Play for All project and walking trail will serve the needs of both the neighborhood and families attending sporting activities.

The Des Moines Legacy Foundation (DMLF) will commit \$50,000 matching funds for the Play for All Project construction from its "No Kids Left Inside" citywide play area initiative.

Each summer, the Department partners with the Des Moines Area Food Bank, Des Moines Legacy Foundation, Des Moines Rotary Club and Reach Out Des Moines to provide life enhancing activities and nutritious meals for the youth living in the Pacific Ridge Neighborhood. The King County Youth and Amateur Sports Grant for the Fun in the Sun program will enhance the existing programs at Midway Park for years 2018 and 2019.

Alternatives

None Provided.

Financial Impact

Funding for the Steven J. Underwood Memorial Park play area and trail project consists of the following:

\$245,000	King County Youth and Amateur Sports Grant
\$50,000	Des Moines Legacy Foundation
\$67,000	City of Des Moines 2017 CIP
\$42,000	City of Des Moines 2018-2023 CIP
<u>\$404,000</u>	<u>TOTAL PROJECT FUNDING</u>

Funding for the Summer Fun in the Sun program consists of the following:

\$12,500	King County Youth and Amateur Sports Grant (2018)
<u>\$12,500</u>	<u>King County Youth and Amateur Sports Grant (2019)</u>
\$23,000	TOTAL PROJECT FUNDING

Recommendation

Staff recommends that Council approve the suggested motions.

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Youth and Amateur Sports Grant Agreement

Department/Division: Natural Resources and Parks / Parks and Recreation Division

Agency: City of Des Moines

Project: Play for All Project

Amount: \$245,000.00 Project#: _____ Contract#: _____

Term Period: January 1, 2018 To December 31, 2019

THIS CONTRACT is entered into by KING COUNTY (the "County"), and City of Des Moines (the "Agency"), whose address is: 1000 S. 220th Street
Des Moines, WA 98198

WHEREAS, the Agency is either a public agency or a non-profit organization will provide youth or amateur sports opportunities;

WHEREAS, King County has selected the identified Agency to receive a Youth and Amateur Sports Fund ("YASF") Grant award to assist in capital improvements for increased athletic opportunities for the citizens of King County, Washington;

WHEREAS, the Agency shall utilize the award to develop amenities that address an athletic need in King County; and

WHEREAS, King County is authorized to administer the YASF grant program and enter into agreements for the use of King County funds by public agencies or not-for-profit organizations to provide a service to the public under King County Ordinance 18409;

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

1. The Agency shall provide services and comply with the requirements set forth hereinafter and in the following attached exhibits, which are incorporated herein by reference:

☒	Scope of Services	Attached hereto as Exhibit I
☒	Budget	Attached hereto as Exhibit II
☒	Schematic Design	Attached hereto as Exhibit III

2. TERM OF CONTRACT

This Agreement shall commence on January 1, 2018, and shall expire on December 31, 2019, unless extended or earlier terminated, pursuant to the terms and conditions of this Agreement.

3. PREMISES

This grant project is located at: 21800 20th Avenue S.
 , Des Moines, WA. 98198

4. PARTIES

All communication, notices, coordination, and other tenets of this Agreement shall be managed by:

On behalf of County:

Butch Lovelace, YSFG Program Manager
 King County Parks and Recreation Division
 201 South Jackson Street, Suite 700
 Seattle, WA 98104-3855

Email: butch.lovelace@kingcounty.gov
 Phone: 206.477.4577

On behalf of Agency:

Patrice Thorell, Director
 City of Des Moines
 1000 S 220th Street
 Des Moines, WA 98198

Email: PThorell@desmoineswa.gov
 Phone: 206-870-6529

5. COMPENSATION AND METHOD OF PAYMENT

- A. The County shall reimburse the Agency for satisfactory completion of the services and requirements specified in this Agreement after the Agency submits an invoice and all accompanying reports as specified in the attached exhibits. The County will initiate authorization for payment after approval of corrected invoices and reports. The County shall make payment to the Agency not more than thirty (30) days after a complete and accurate invoice is received.
- B. The Agency shall submit its final invoice and all outstanding reports within fifteen (15) days of the date this Agreement expires or is terminated. If the Agency's final invoice and reports are not submitted by the day specified in this subsection, the County will be relieved of all liability for payment to the Agency of the amounts set forth in said invoice or any subsequent invoice.

6. OPERATING BUDGET

When a budget is attached hereto as Exhibit II, the Agency shall apply the funds received from the County under this Agreement in accordance with said budget. If, at any time during the Term of this Agreement, the Agency expects that the cumulative amount of transfers among the

budget expense categories may exceed ten percent (10%) of the Agreement amount, then the Agency shall request approval from the County. County reserves the right to request supporting documents necessary to explain fully the nature and purpose of the change(s), and an amended budget must accompany each request for an amendment. County approval of any such amendment shall not be unreasonably withheld.

7. COMMUNICATION

The Agency shall recognize County as a fiscal sponsor for the grant Project in the following manner:

- A. Recognition: If the Agency shall recognize fiscal sponsors of the Project, then the Agency shall refer to "King County Parks" in any such acknowledgement.
- B. Events: The Agency shall invite and recognize "King County Parks" at all events promoting the project, and at the final project dedication.
- C. Community Relations: The Agency shall recognize "King County Parks" as a Project benefactor in all social media, websites, brochures, banners, posters, press releases, and other promotional material related to the Project, and include in the same the County's logo, which the County will provide.

8. PRIORITY OF USE; PUBLIC ACCESS; SCHEDULING

These funds are provided for the purpose of developing or renovating sports facilities that provide sporting opportunities primarily, but not exclusively, serving persons under twenty-four (24) years of age, and low and moderate income communities within King County. Fees for use of the facility or facility programming shall be no greater than those generally charged by public operators of similar facilities or activities in King County.

Notwithstanding temporary closure for required maintenance or repairs, the minimum period of time the Agency must ensure the facility is available for use is set forth in the table below. If the facility is retired or otherwise removed from use before the end of the specified period, then the Agency shall reimburse the County's funding on a pro rata basis, determined by dividing the number of months of lost public use by the total number of months of required dedication, multiplied by the total County grant amount. By way of example only, if the County makes a \$10,000 grant to Agency X, then the Agency X's project must be dedicated to public use for a minimum of 5 years. If Agency X eliminates public access to the facility after 3 years, such that 24 months of public access is lost, then Agency X must repay the County \$4,000 ($24\text{months}/60\text{months} * 10,000 = \$4,000$).

Grant Amount	Required Public Use (in years)
\$5,000 - \$49,999	Five (5)
\$50,000 – \$99,999	Eight (8)
\$100,000 – \$149,999	Twelve (12)
\$150,000 – \$300,000	Fifteen (15)

If the completed project is subject to scheduling or reservation for use, then the Agency shall post the use schedule and the Agency's scheduling or reservation policies, practices, and information in a highly visible location near the project and/or on their website; and the Agency shall permit the public to schedule or reserve use of the completed project consistent with the requirements of this Section. **The Agency's duties under this Section will survive the expiration or earlier termination of this Agreement.**

9. GREEN BUILDING AND SUSTAINABLE DEVELOPMENT

King County is committed to promoting and using green building practices in construction projects. Though not required, King County strongly encourages practices that conserve resources, use recycled content materials, maximize energy efficiencies, and otherwise consider environmental, health, and social benefits in the design and construction of a capital project.

10. INTERNAL CONTROL AND ACCOUNTING SYSTEM

The Agency shall establish and maintain a system of accounting and internal controls which complies with applicable, generally accepted accounting principles, and governmental accounting and financial reporting standards in accordance with Revised Code of Washington (RCW) Chapter 40.14.

11. MAINTENANCE OF RECORDS

- A. The Agency shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all Agreement funds and compliance with this Agreement.
- B. These records shall be maintained for a period of six (6) years after the expiration or earlier termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14.
- C. The Agency shall inform the County in writing of the location, if different from the Agency address listed on page one of this Agreement, of the aforesaid books, records, documents, and other evidence and shall notify the County in writing of any changes in location within ten (10) working days of any such relocation.

12. RIGHT TO INSPECT

King County reserves the right to review and approve the performance of Agency with regard to this Agreement, and, at its sole discretion, to inspect or audit the Agency's records regarding this Agreement and the Project upon reasonable notice during normal business hours.

13. COMPLIANCE WITH ALL LAWS AND REGULATIONS

The Agency, in cooperation and agreement with the owners of the Premises, shall comply with all applicable laws, ordinances and regulations in using funds provided by the County, including, without limitation, those relating to providing a safe working environment to employees and, specifically, the requirements of the Washington Industrial Safety and Health Act (WISHA); and, to the extent applicable, those related to "public works," payment of prevailing wages, and competitive bidding of contracts. The Agency specifically agrees to comply and pay all costs associated with achieving such compliance without notice from King County; and further agrees that King County, does not waive this Section by giving notice of demand for compliance in any instance. The Agency shall indemnify and defend the County

should it be sued or made the subject of an administrative investigation or hearing for a violation of such laws related to this Agreement.

14. CORRECTIVE ACTION

- A. If the County determines that a breach of contract has occurred or does not approve of the Agency's performance, it will give the Agency written notification of unacceptable performance. The Agency will then take corrective action within a reasonable period of time, as may be defined by King County in its sole discretion in its written notification to the Agency.
- B. The County may withhold any payment owed the Agency until the County is satisfied that corrective action has been taken or completed.

15. TERMINATION

- A. The County may terminate this Agreement in whole or in part, with cause, at any time during the Term of this Agreement, by providing the Agency ten (10) days advance written notice of the termination.
- B. If the termination results from acts or omissions of the Agency, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Agency shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Agency by the County.
- C. Any King County obligations under this Agreement beyond the current appropriation year are conditioned upon the County Council's appropriation of sufficient funds to support such obligations. If the Council does not approve such appropriation, then this Agreement will terminate automatically at the close of the current appropriation year.

16. FUTURE SUPPORT; UTILITIES AND SERVICE

The County makes no commitment to support the services contracted for herein and assumes no obligation for future support of the activity contracted for herein except as expressly set forth in this Agreement. The Agency understands, acknowledges, and agrees that the County shall not be liable to pay for or to provide any utilities or services in connection with the construction, operation, maintenance, or use of the Project contemplated herein.

17. HOLD HARMLESS AND INDEMNIFICATION

The Agency agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless King County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to any use of or occurrence on the Project that is the subject of this Agreement, or the Agency's exercise of rights and privileges granted by this Agreement, except to the extent of the County's sole negligence. The Agency's obligations under this Section shall include:

- A. The duty to promptly accept tender of defense and provide defense to the County at the Agency's own expense;

- B. Indemnification of claims made by the Agency's employees or agents; and
- C. Waiver of the Agency's immunity under the industrial insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify King County, which waiver has been mutually negotiated by the parties.

In the event it is necessary for the County to incur attorney's fees, legal expenses or other costs to enforce the provisions of this Section, all such fees, expenses and costs shall be recoverable from the Agency.

In the event it is determined that RCW 4.24.115 applies to this Agreement, the Agency agrees to protect, defend, indemnify and save the County, its officers, officials, employees and agents from any and all claims, demands, suits, penalties, losses damages judgments, or costs of any kind whatsoever for bodily injury to persons or damage to property (hereinafter "claims"), arising out of or in any way resulting from the Agency's officers, employees, agents and/or subcontractors of all tiers, acts or omissions, performance of failure to perform the rights and privileges granted under this Agreement, to the maximum extent permitted by law or as defined by RCW 4.24.115, as now enacted or hereafter amended.

A hold harmless provision to protect King County similar to this provision shall be included in all Agreements or subcontractor Agreements entered into by Agency in conjunction with this Agreement. **The Agency's duties under this Section will survive the expiration or earlier termination of this Agreement.**

18. INSURANCE

A. Liability Insurance Requirements. Notwithstanding any other provision within this Agreement, the Agency and its subcontractors shall procure and maintain coverage and limits for no less than the following:

1. Commercial General Liability. Insurance Service "occurrence" form CG 00 01 (current edition), to include Products-Completed Operations, insurance against claims for injuries to persons or damages to property that may arise from or in connection with activities under this Agreement. The insurance coverage shall be no less than One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate.
2. Automobile Liability. *If activities require vehicle usage*. Insurance Services form number CA 00 01 (current edition), covering BUSINESS AUTO COVERAGE, Symbol 1 "any auto". If the grant includes the use of automobiles, the Limit of Liability shall be no less than One Million Dollars (\$1,000,000) per occurrence.
3. Workers Compensation/Stop Gap. *If the recipient or its contractor(s) has/have employees*. Statutory Workers Compensation coverage and Stop Gap Liability for a limit no less than One Million Dollars (\$1,000,000) per occurrence.
4. Professional Liability. *If the grant includes the use of Professional Services*. Professional Liability coverage shall be no less than One Million Dollars (\$1,000,000) per claim and in the aggregate.

B. If the grant involves the construction of a capital project or involves the purchase of equipment greater than Five Thousand (\$5,000) in value, the Agency shall provide "All Risk" Builders Risk or Property coverage for the full replacement value of the

project/property built/purchased. King County shall be listed as an additional Loss payee as our interests may appear.

- C. King County and its officers, officials, employees and agents shall be covered as additional insured on Agency's and its contractor(s') commercial general liability insurance and, if applicable, commercial auto liability insurance, with respect to liability arising out of activities performed by the Agency and its contractors. Additional Insured status shall include Products-Completed Operations.
- D. To the extent of the Agency's or its contractor's negligence, their insurance respectively shall be primary insurance with respect to the County, its officers, employees and agents. Any insurance or self-insurance maintained by the County, and its officers, officials, employees or agents shall not be subjected to contribution in favor of the Agency or its contractors insurance, and shall not benefit either in any way.

The Agency's and its contractors' insurance shall apply separately to each insured against whom a claim is made or a lawsuit is brought, subject to the limits of the insurer's liability.

- E. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except by the reduction of the applicable aggregate limit by claims paid, until after thirty (30) days' prior written notice has been given to and change in coverage accepted by King County.
- F. The insurance provider must be licensed to do business in the State of Washington and maintain a Best's rating of no less than A-VIII. Within five (5) business days of County's request, Agency must provide a Certificate of Insurance and Additional Insured Endorsement(s) (CG 20 10 11/85 or its equivalent) to the County. The Agency shall be responsible for the maintenance of their contractors' insurance documentation.
- G. If the Agency is a municipal corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this Section.
- H. **The Agency's duties under this Section shall survive the expiration or earlier termination of this Agreement.** The Agency understands, acknowledges and agrees that for the relevant period of public use set forth in Section 8, the Agency shall maintain insurance and name the County as an additional insured, all of which shall be consistent with the requirements of this Section.

19. ANTI-DISCRIMINATION

King County Code chapters 12.16, 12.17 through 12.18 apply to this Agreement and are incorporated by this reference as if fully set forth herein. In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, religion, national origin, sexual orientation, gender identity or expression, marital status or the presence of any sensory, mental, or physical disability unless based upon a bonafide occupational qualification, or age except by minimum age and retirement provisions, and this requirement shall apply to but not be limited to the following: employment, advertising, lay-off, or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, religion, sexual orientation, gender identity or expression, age (except minimum age and retirement provisions), marital status, or the presence of any sensory, mental, or physical

handicap. Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part of this Agreement by King County and may result in ineligibility for further King County agreements. [Community Partner Name] shall also comply with all applicable anti-discrimination laws or requirements of any and all jurisdictions having authority.

20. CONFLICT OF INTEREST

KCC Chapter 3.04 (Employee Code of Ethics) is incorporated by reference as if fully set forth hence, and the Agency agrees to abide by all conditions of said chapter. Failure by the Agency to comply with any requirement of said KCC Chapter shall be a material breach of contract.

21. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

22. PROJECT MAINTENANCE; EQUIPMENT PURCHASE, MAINTENANCE, AND OWNERSHIP

- A. As between the County and the Agency, the Agency shall be responsible to operate and maintain the completed project at its own sole expense and risk. The Agency shall maintain the completed project in good working condition consistent with applicable standards and guidelines. The Agency understands, acknowledges, and agrees that the County is not responsible to operate or to maintain the project in any way.
- B. The Agency shall be responsible for all property purchased pursuant to this Agreement, including the proper care and maintenance of any equipment.
- C. The Agency shall establish and maintain inventory records and transaction documents (purchase requisitions, packing slips, invoices, receipts) of equipment and materials purchased with Agreement funds. **The Agency's duties under this Section shall survive the expiration of this Agreement.**

23. NOTICES

Whenever this Agreement provides for notice to be provided by one party to another, such notice shall be in writing, and directed to the person specified in Section 4 of this Agreement. Any such notice shall be deemed to have been given on the date of delivery, if mailed, on the third (3rd) business day following the date of mailing; or, if sent by fax, on the first (1st) business day following the day of delivery thereof by fax. Notice sent solely by e-mail shall be deemed to have been given on the date of transmission. Either party may change its address, fax number, email address, or the name of the person indicated as the recipient by notice to the other in the manner aforesaid.

24. ASSIGNMENT

The Agency shall not assign any portion of rights and obligations under this Agreement or transfer or assign any claim arising pursuant to this Agreement without the written consent of the County. The Agency must seek such consent in writing not less than fifteen (15) days prior to the date of any proposed assignment.

25. CONTRACT AMENDMENTS

This Agreement together with the attached exhibits expressly incorporated herein by reference and attached hereto shall constitute the whole Agreement between the Parties. Either party may request changes to this Agreement. No modifications or amendment of this Agreement shall be valid or effective unless evidenced by an Agreement in writing signed by the Parties.

26. WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

27. TAXES

The Agency agrees to pay on a current basis all taxes or assessments levied on its activities and property, including, without limitation, any leasehold excise tax due under RCW Chapter 82.29A; PROVIDED, however, that nothing contained herein will modify the right of the Agency to contest any such tax, and the Agency will not be deemed to be in default as long as it will, in good faith, be contesting the validity or amount of any such taxes.

28. WASHINGTON LAW CONTROLLING; WHERE ACTIONS BROUGHT

This Agreement is made in and will be in accordance with the laws of the State of Washington, which will be controlling in any dispute that arises hereunder. Actions pertaining to this Agreement will be brought in King County Superior Court, King County, Washington.

29. PARAGRAPH HEADINGS

The paragraph headings contained herein are only for convenience and reference and are not intended to be a part of this Agreement or in any manner to define, limit, or describe the scope or intent of this Agreement or the particular paragraphs to which they refer.

30. PUBLIC DOCUMENT

This Agreement will be considered a public document and will be available for inspection and copying by the public.

31. LEGAL RELATIONS

Nothing contained herein will make, or be deemed to make, the County and the Agency a partner of one another, and this Agreement will not be construed as creating a partnership or joint venture. Nothing in this Agreement will create, or be deemed to create, any right, duty or obligation in any person or entity not a party to it.

32. SINGULAR AND PLURAL

Wherever the context will so require, the singular will include the plural and plural will include the singular.

33. PERMITS AND LICENSES

The Agency shall design, develop and construct the Project in accordance with all applicable laws and regulatory requirements including environmental considerations, permitting determinations, and other legal requirements. All activities and improvements shall be performed by Agency at its sole expense and liability. The Agency shall, at its sole cost and expense, apply for, obtain and comply with all necessary permits, licenses and approvals required for the Project,

34. INTERPRETATION OF COUNTY RULES AND REGULATIONS

If there is any question regarding the interpretation of any County rule or regulation, the County decision will govern and will be binding upon the Agency.

35. POLICE POWERS OF THE COUNTY

Nothing contained in this Agreement will diminish, or be deemed to diminish, the governmental or police powers of the County.

36. ENTIRE AGREEMENT

This Agreement, including its attachments, constitutes the entire Agreement between the County and the Agency. It supersedes all other agreements and understandings between them, whether written, oral or otherwise.

KING COUNTY

AGENCY: _____

FOR

King County Executive

Signature

Date

NAME (Please type or print), Title

Date



Youth and Amateur Sports Grant

Scope of Services

Please 1) describe your project or program, 2) the work to be performed or services provided under this grant agreement, and 3) how the grant funds will be spent. Please be concise, 2-3 sentences for each item, and confirm that it correlates with your budget (Exhibit II).

The scope of work includes a Play for All playground area and loop trail to fund the following:

- 1) Design, Permitting, Bidding and Construction Management
- 2) CIP Project Manager
- 3) Site Work
- 4) Loop Trail
- 5) Play Area Equipment
- 6) Tax and Contingency

The project will expand active uses at the Steven J. Underwood Memorial Park (SJUMP) sports complex located at 21800 20th Avenue South to serve 31,000 Des Moines citizens. The park is in the Pacific Ridge neighborhood with 60% of its 5,000 residents living below the 200% Federal Poverty Level. The play area and trail will increase access to outdoor play and exercise critical for child development, health, fitness and welfare and to help fight childhood obesity and reduce youth violence that are prevalent in the Pacific Ridge area. In addition to neighborhood use, the play area and trail will support the families utilizing SJUMP sports fields 9 months of the year for youth and adult softball, youth soccer, school and Little League games and tournaments.

City of Des Moines - Play for all Project - Exhibit II

Expense	Cost	YASG Grant Request	Other Funding Committed	Description of Expense [Include Unit Costs]
ARCHITECTURE, ENGINEERING, & PERMITS				
Design, Permits, Bidding, Const. Management	\$67,000		\$67,000	Design, Survey, TESC, Permitting, Bidding, Construction Management
ADMINISTRATION				
CIP Project Manager	\$15,133		\$15,133	CIP Project Mangement
CONSTRUCTION & INSTALLATION				
Site work	\$62,500		\$62,500	Staging, Grading, Drainage, Base Material
Loop Trail	\$20,475	\$20,475		3,500 sq. ft. Asphalt @ \$5.85
All Play Area	\$194,500	\$194,500		Play Equipment, ADA Surfacing, Installation
Sales Tax	\$30,522	\$30,025	\$497	
Contingency	\$13,870		\$13,870	
TOTAL				
	\$404,000	\$245,000	\$159,000	

Exhibit III- Play for All Location At Steven J Underwood Memorial Park

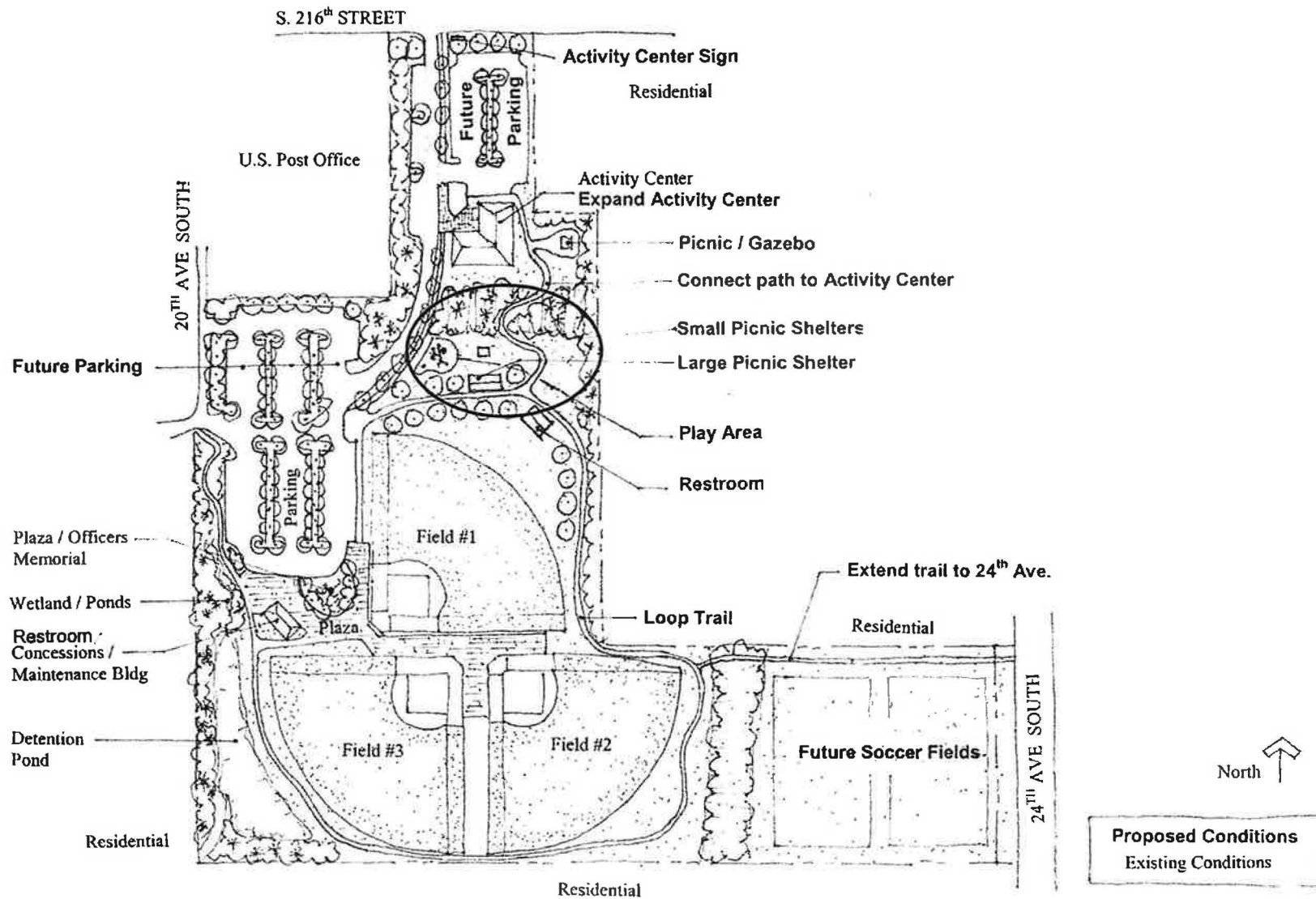
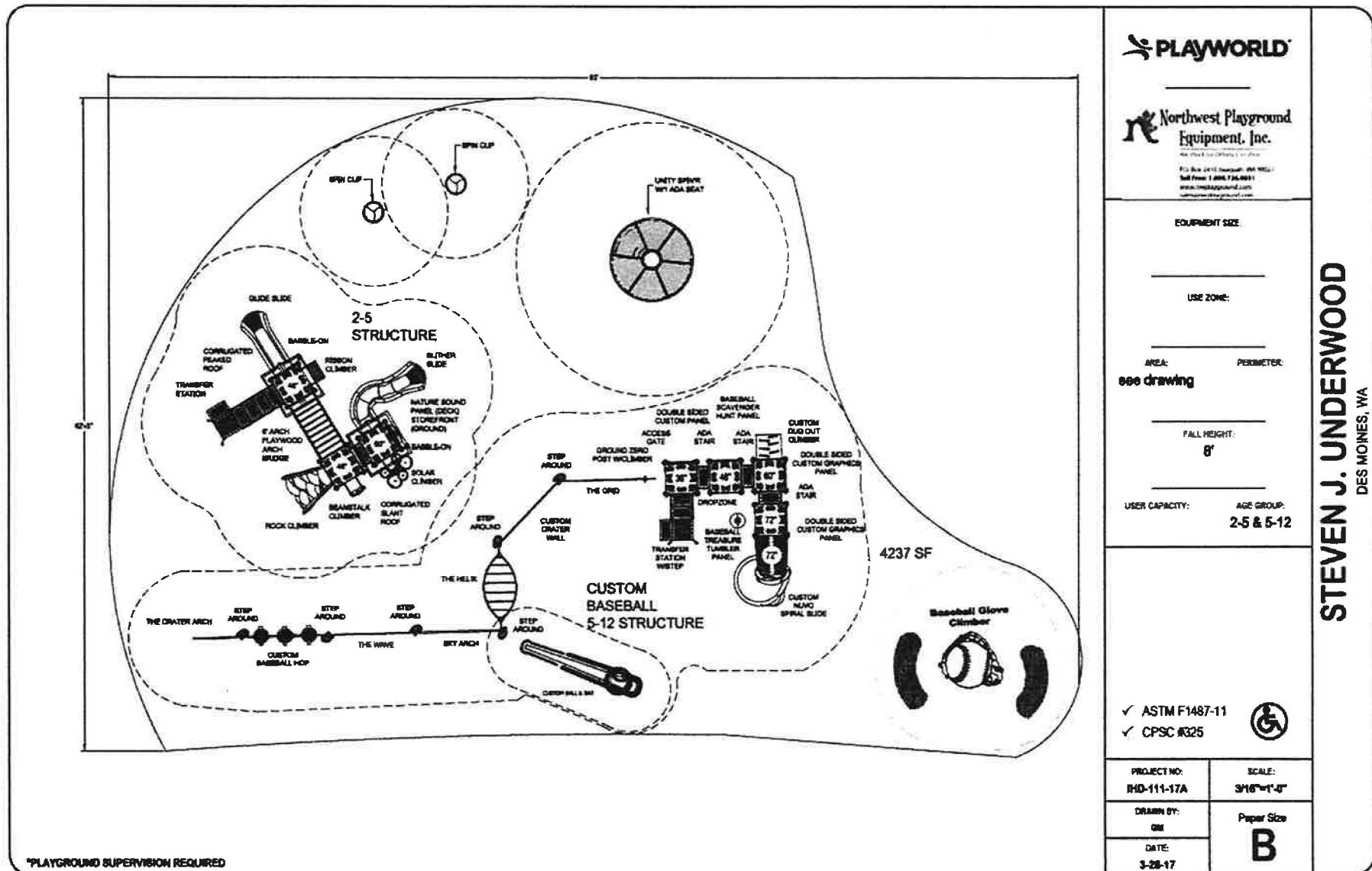


Exhibit III- Play for All Design Layout Concept





Youth and Amateur Sports Grant Agreement

Department/Division: Natural Resources and Parks / Parks and Recreation Division
 Agency: City of Des Moines
 Program: Summer Fun in the Sun
 Amount: \$23,000.00 Project#: _____ Contract#: _____
 Term Period: January 1, 2018 To December 31, 2019

THIS CONTRACT is entered into by KING COUNTY (the "County"), and City of Des Moines (the "Agency"), whose address is, 1000 S. 220th Street , Des Moines, WA 98198

WHEREAS, the Agency is either a public agency or a non-profit organization that provides youth or amateur sports programs;

WHEREAS, King County has selected the identified Agency to receive a Youth and Amateur Sports Fund ("YASF") Grant award to assist in programs that provide increased athletic opportunities for the citizens of King County, Washington;

WHEREAS, the Agency shall utilize the award to address an athletic need in King County; and

WHEREAS, King County is authorized to administer the YASF grant program and enter into agreements for the use of King County funds by public agencies or not-for-profit organizations to provide a service to the public under King County Ordinance 18409;

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

1. The Agency shall provide services and comply with the requirements set forth hereinafter and in the following attached exhibits, which are incorporated herein by reference:

☒	Scope of Services	Attached hereto as Exhibit I
☒	Budget	Attached hereto as Exhibit II
☒	Outcomes and Milestones	Attached hereto as Exhibit III

2. TERM OF CONTRACT

This Agreement shall commence on January 1, 2018, and shall expire on the December 31, 2019, unless extended or earlier terminated, pursuant to the terms and conditions of this Agreement.

nature and purpose of the change(s) and an amended budget may be required for each request for such approval. County approval of any such amendment shall not be unreasonably withheld.

7. COMMUNICATION

The Agency shall recognize County as a fiscal sponsor for the grant Program in the following manner:

- A. Events: The Agency shall invite and recognize "King County Parks" at key events promoting the Program.
- B. Community Relations: The Agency shall recognize "King County Parks" as a Program benefactor in all social media, websites, brochures, banners, posters, press releases, and other promotional material related to the Program, and include in the same the County's logo, which the County will provide.

8. PRIORITY OF USE; PUBLIC ACCESS; SCHEDULING

These funds are provided for the purpose of developing and/or programming sports activities primarily, but not exclusively, for persons under 24 years of age, and low and moderate income communities within King County. Fees for the Program shall be no greater than those generally charged by public operators or program providers in King County.

9. INTERNAL CONTROL AND ACCOUNTING SYSTEM

The Agency shall establish and maintain a system of accounting and internal controls which complies with applicable, generally accepted accounting principles, and governmental accounting and financial reporting standards in accordance with Revised Code of Washington (RCW) Chapter 40.14.

10. MAINTENANCE OF RECORDS

- A. The Agency shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all Agreement funds and compliance with this Agreement.
- B. These records shall be maintained for a period of six (6) years after the expiration or earlier termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14.
- C. The Agency shall inform the County in writing of the location, if different from the Agency address listed on page one of this Agreement, of the aforesaid books, records, documents, and other evidence and shall notify the County in writing of any changes in location within ten (10) working days of any such relocation.

11. RIGHT TO INSPECT

King County reserves the right to review and approve the performance of Agency with regard to this Agreement, and, at its sole discretion, to inspect or audit the Agency's records regarding this Agreement and the Program upon reasonable notice during normal business hours.

liability for all claims, demands, suits, and judgments, including costs of defense thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to any participation in or occurrence of the Program that is the subject of this Agreement, or the Agency's exercise of rights and privileges granted by this Agreement, except to the extent of the County's sole negligence. The Agency's obligations under this Section shall include:

- A. The duty to promptly accept tender of defense and provide defense to the County at the Agency's own expense;
- B. Indemnification of claims made by the Agency's employees or agents; and
- C. Waiver of the Agency's immunity under the industrial insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify King County, which waiver has been mutually negotiated by the parties.

In the event it is necessary for the County to incur attorney's fees, legal expenses or other costs to enforce the provisions of this Section, all such fees, expenses and costs shall be recoverable from the Agency.

In the event it is determined that RCW 4.24.115 applies to this Agreement, the Agency agrees to protect, defend, indemnify and save the County, its officers, officials, employees and agents from any and all claims, demands, suits, penalties, losses damages judgments, or costs of any kind whatsoever for bodily injury to persons or damage to property (hereinafter "claims"), arising out of or in any way resulting from the Agency's officers, employees, agents and/or subcontractors of all tiers, acts or omissions, performance of failure to perform the rights and privileges granted under this Agreement, to the maximum extent permitted by law or as defined by RCW 4.24.115, as now enacted or hereafter amended.

A hold harmless provision to protect King County similar to this provision shall be included in all Agreements or subcontractor Agreements entered into by Agency in conjunction with this Agreement. **The Agency's duties under this Section will survive the expiration or earlier termination of this Agreement.**

17. INSURANCE

- A. Liability Insurance Requirements. Notwithstanding any other provision within this Agreement, the Agency and its subcontractors shall procure and maintain coverage and limits for no less than the following:
 - 1. Commercial General Liability. Insurance Service "occurrence" form CG 00 01 (current edition), to include Products-Completed Operations, insurance against claims for injuries to persons or damages to property that may arise from or in connection with activities under this Agreement. The insurance coverage shall be no less than One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate.
 - 2. Automobile Liability. *If activities require vehicle usage.* Insurance Services form number CA 00 01 (current edition), covering BUSINESS AUTO COVERAGE, Symbol 1 "any auto". If the grant includes the use of automobiles, the Limit of Liability shall be no less than One Million Dollars (\$1,000,000) per occurrence.

possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, religion, national origin, sexual orientation, gender identity or expression, marital status or the presence of any sensory, mental, or physical disability unless based upon a bonafide occupational qualification, or age except by minimum age and retirement provisions, and this requirement shall apply to but not be limited to the following: employment, advertising, lay-off, or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, religion, sexual orientation, gender identity or expression, age (except minimum age and retirement provisions), marital status, or the presence of any sensory, mental, or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part of this Agreement by King County and may result in ineligibility for further King County agreements. [Community Partner Name] shall also comply with all applicable anti-discrimination laws or requirements of any and all jurisdictions having authority.

19. CONFLICT OF INTEREST

KCC Chapter 3.04 (Employee Code of Ethics) is incorporated by reference as if fully set forth hence, and the Agency agrees to abide by all conditions of said chapter. Failure by the Agency to comply with any requirement of said KCC Chapter shall be a material breach of contract.

20. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

21. PROGRAM MAINTENANCE; EQUIPMENT PURCHASE, MAINTENANCE, AND OWNERSHIP

- A. As between the County and the Agency, the Agency shall be responsible to operate and maintain the Program at its own sole expense and risk. The Agency shall maintain Program related equipment and property in good working condition consistent with applicable standards and guidelines. The Agency understands, acknowledges, and agrees that the County is not responsible to operate or to maintain Agency or Program equipment or property in any way.
- B. The Agency shall be responsible for all property purchased pursuant to this Agreement, including the proper care and maintenance of any equipment.
- C. The Agency shall establish and maintain inventory records and transaction documents (purchase requisitions, packing slips, invoices, receipts) of equipment and materials purchased with Agreement funds. **The Agency's duties under this Section shall survive the expiration of this Agreement.**

22. NOTICES

Whenever this Agreement provides for notice to be provided by one party to another, such notice shall be in writing, and directed to the person specified in Section 4 of this Agreement. Any

30. LEGAL RELATIONS

Nothing contained herein will make, or be deemed to make, the County and the Agency a partner of one another, and this Agreement will not be construed as creating a partnership or joint venture. Nothing in this Agreement will create, or be deemed to create, any right, duty or obligation in any person or entity not a party to it.

31. SINGULAR AND PLURAL

Wherever the context will so require, the singular will include the plural and plural will include the singular.

32. PERMITS AND LICENSES

The Agency shall design, develop and implement the Program in accordance with all applicable laws and regulatory requirements including environmental considerations, permitting determinations, and other legal requirements. All activities and improvements shall be performed by Agency at its sole expense and liability. The Agency shall, at its sole cost and expense, apply for, obtain and comply with all necessary permits, licenses and approvals required for the Program.

33. INTERPRETATION OF COUNTY RULES AND REGULATIONS

If there is any question regarding the interpretation of any County rule or regulation, the County decision will govern and will be binding upon the Agency.

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Nothing contained in this Agreement will diminish, or be deemed to diminish, the governmental or police powers of the County.

35. ENTIRE AGREEMENT

This Agreement, including its attachments, constitutes the entire Agreement between the County and the Agency. It supersedes all other agreements and understandings between them, whether written, oral or otherwise.

KING COUNTY

AGENCY: _____

FOR

King County Executive

Signature

Date

NAME (Please type or print), Title

Date



Youth and Amateur Sports Grant

Scope of Services

Please 1) describe your project or program, 2) the work to be performed or services provided under this grant agreement, and 3) how the grant funds will be spent. Please be concise, 2-3 sentences for each item, and confirm that it correlates with your budget (Exhibit II).

The scope of work includes a Play for All playground area and loop trail to fund the following:

- 1) Design, permitting, bidding and construction management
- 2) CIP Project Manager
- 3) Site work
- 4) Loop Trail
- 5) Play Area
- 6) Tax and Contingency

The project will expand active uses at the Steven J. Underwood Memorial Park (SJUMP) sports complex located at 21800 20th Avenue South to serve 31,000 Des Moines citizens. The park is in the Pacific Ridge neighborhood with 60% of its 5,000 residents living below the 200% Federal Poverty Level. The play area and trail will increase access to outdoor play and exercise critical for child development, health, fitness and welfare and to help fight childhood obesity and reduce youth violence that are prevalent in the Pacific Ridge area. In addition to neighborhood use, the play area and trail will support the families utilizing SJUMP sports fields 9 months of the year for youth and adult softball, youth soccer, school and Little League games and tournaments.

Exhibit II

Expense	Cost	YASG Grant Request	Other Committed Funding	Description of Expense for YASG Request [Include Unit Cost]
ADMINISTRATION				
Recreation Specialist	\$35,000	\$600	\$34,400	Asking for 1.7% of the salary for our Recreation Specialist for the 6 months this program would run from Summer 2018-Summer 2019
DIRECT SERVICE PERSONNEL				
Recreation Leaders	\$29,700	\$18,700	\$11,000	Salaries/wages for 3 Recreation leaders (at least one fluent in Spanish) at \$15/hr for 6 hours per day 5 days per week x 22 weeks.
EQUIPMENT				
Sports Equipment	\$2,500	\$2,500	\$0	This site currently only has one small basketball court and a large field. Purchasing site specific sports equipment is key in getting plenty of outdoor physical activity.
Misc. Supplies	\$1,200	\$1,200	\$0	Miscellaneous supplies for the program.
SCHOLARSHIPS				
FACILITY FEES				
Midway Park	\$0		\$0	
NUTRITION				

Des Moines Food Bank	\$11,000	\$0	\$11,000	In colaboration with the Des Moines Food Bank, a nutritious lunch and an afternoon snack will be provided each day of the program.
TRANSPORTATION				
TOTAL				
	79,400	23,000	56,400	

Exhibit III	Anticipated Progress / Milestones		
	Baseline Current Status	Mid-Point	End of Grant
	11/9/2017	9/4/2018	9/4/2019
OUTCOME 1			
Increase accessibility of physical activity in Pacific Ridge neighborhood during summer break time. Output 1.1 Expand program hours and # of employees from 20 hours per week to 30 hours per week and 2 PT employees to 3 Output 1.2 Increase daily participation from 15-30 children per day External Challenges or Factors Language barriers, trust issues in the community, advertisement	Current budget limits the amount of program time and employees for this program Currently 2 PT Recreation Leaders 4 hours per day 5 days/week Currently serve around 15 children per day Residents have fear of violence, lack trust of their neighbors and language barriers	Increase amount of time youth participate in physical activities by providing more time and staff to accommodate the neighborhood Expansion of program hours to 30 hours per week with 3 PT Recreation Leaders running programmed activities Serve an average of 30 children per day at Midway Park throughout the summer break times Break language barriers with marketing efforts	Improve the health and wellness of the Pacific Ridge neighborhood Continued expansion of program hours to 30 hours per week with 3 PT Recreation Leaders running programmed activities Serving an average of 40 children per day at Midway Park throughout the summer break times Instill trust in surrounding community through free planned activity efforts at Midway Park

OUTCOME 2			
Enhance current programing to encourage higher participation rates	We currently partner with the Des Moines Food Bank to provide lunch and snack each day	Add higher quality programing to attract more participants	Higher participation throughout the summer with addition of community partners and special events
Output 1.1 Add valued community partners to enhance programing abilities throughout the summer break times	4 current partners at Midway Park	Add at least 5 more community partners to help support 5 added special events	Add 11 weekly sponsors of weekly special events for each week of the summer
Output 1.2 Add weekly special events	Currently one special event per summer	5 special events for the summer	11 weekly special events for the summer
External Challenges or Factors			
Finding community partners with vested interests in helping an underserved area	Des Moines, Food Bank, Legacy Foundation of Des Moines, Rotary Club of Des Moines and Normandy Park and the City of Des Moines are all vested in this program	Help remove stigmas of lower income areas and provide proof that community partnerships help build communities	Help secure vested community partners to help this program run for the foreseeable future.

CITY OF DES MOINES
2018 -2023 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

SJU Play

310

CIP Category: Park Facility Projects

Managing Department: Parks, Recr & Sr Services

Summary Project Description:

Install play equipment.

Justification/Benefits: Steven J Underwood Park is a top priority Community Park which has heavy family use. The park is heavily used for youth sporting activities by families with children. A play area is included in the park's master plan due to the thousands of family visits to the park annually.

PROJECT SCOPE		ANNUAL ALLOCATION							
Expenditures	Total Budget	Project to Date 12/31/16	Scheduled Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021	Plan Year 2022	Plan Year 2023
Design	67	-	67						
Land & Right of Way	-	-							
Construction	300	-			300				
Contingency	34	-			34				
Total Expenditures	401	-	67	-	334	-	-	-	-

Funding Sources	Total Budget	Project to Date 12/31/16	Scheduled Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021	Plan Year 2022	Plan Year 2023
REET 2	109		67		42				
Local Grants (County, etc.)	75				75				
State of Washington Grants (Unconfirmed)	167				167				
Private Contributions	50				50				
Total Funding	401	-	67	-	334	-	-	-	-

OPERATING IMPACT		ANNUAL OPERATING IMPACT							
Operating Impact	6 Year Total	2017	2018	2019	2020	2021	2022	2023	
Revenue	-	-	-	-	-	-	-	-	
Expenses	-	-	-	-	-	-	-	-	
Net Impact	-	-	-	-	-	-	-	-	

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: S 251st Storm Outfall Project –
Construction Contract Award

ATTACHMENTS:

1. Construction Contract
2. KPG Task Assignment 2018-02A
3. Bid Summary
4. SWM CIP Project Worksheet

FOR AGENDA OF: March 22, 2018

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: March 15, 2018

CLEARANCES:

- ☐ Community Development _____
- ☐ Marina _____
- ☐ Parks, Recreation & Senior Services _____
- ☒ Public Works *RBC*

CHIEF OPERATIONS OFFICER: _____

- ☒ Legal *JG*
- ☒ Finance *CR*
- ☐ Courts _____
- ☐ Police _____

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

Purpose and Recommendation

The purpose of this agenda item is to request Council approval to award the contract for the construction of the S 251st Storm Outfall Project (Attachment 1). References have been reviewed and staff recommends approval of the contract to Road Construction Northwest, Inc. In addition, approval from Council is requested for a Task Order Assignment with KPG (Attachment 2) to provide construction management services during the construction of the project. The following motions will appear on the Consent Calendar:

Suggested Motions

Motion 1 "I move to approve the award of the construction contract of the S 251st Storm Outfall Project to Road Construction Northwest, Inc., in the amount of \$186,970.00 including sales tax, authorize a project contingency in the amount of \$19,000.00, and authorize the City Manager to sign said contract substantially in the form as submitted."

Motion 2 “I move to approve the Task Order Assignment with KPG for construction management services associated with the S 251st Storm Outfall Project in the amount of \$51,524.14, and authorize the City Manager to sign said Task Order Assignment, substantially in the form as submitted.”

Background

On October 31, 2015, following heavy rains, the land mass located downhill and adjacent to the landslide repair work made on South 251st Street in 2014 became unstable and undermined the stormwater discharge diffuser which threatened to undermine the retaining wall supporting the road and utilities. In response, a Proclamation of Emergency was issued by the City Manager on November 3, 2015 waiving competitive bidding requirements and award of professional services and public works contracts for any emergency related work. The City Council was briefed on the situation at the November 5, 2015 Council meeting.

The City contracted with KPG, to provide an emergency design services to stabilize the area, temporarily extend the storm drainage outfall away from the retaining wall, to buttress the wall with rock, and to again stabilize the area for public safety. The City also contracted with Scarsella Bros., Inc. to perform the emergency stabilization work as directed by KPG and the City.

Discussion

The current project is proposing to permanently stabilize and replace the temporary outfall. A permanent outfall solution was designed by KPG and is ready for the construction phase. The permanent design includes removing the 36” temporary outfall pipe, construction of an outfall energy dissipater from 3 and 4-man quarry rocks, installation of a 30” HDPE outfall pipe with 2”-4” quarry spall bedding, and placement of 4-8” quarry spall for slope protection.

Construction Contract:

Three bids were received as shown on Attachment 3. The low bid is \$26,970 higher than the engineer’s estimate. The deviation between the engineer’s estimate and the bids is primarily attributable to the small size of the job and the current bidding climate. Road Construction Northwest is an established company with more than 14 years of construction experience, including earthwork, underground utilities, road construction, excavation, and general contracting projects. The contract time is 20 working days. The bulk of the work will be occurring during the 2018 summer fish window from June 16 to September 30.

Construction Management Task Assignment:

The scope of work for KPG includes construction administration activities including design support, document control, half-time inspection, geotechnical construction observation, materials testing and change order review during the construction of the project. The approximately 1/2-time inspection by KPG will be supplemented with City SWM engineering staff.

Financial Impact

A copy of the project budget is provided as Attachment 4. The total budget for the construction phase of the project is approximately \$274,000. At this time, no budget amendment is necessary as there is sufficient funding to cover the construction contracts and contingencies which equal \$270,205 as well as city staff costs.

Alternatives

None suggested.

Recommendation/Conclusion

Staff requests that Council approve the proposed motions.

Concurrence

Legal, Public Works and the Finance Departments concur.

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PUBLIC WORKS CONTRACT
between City of Des Moines and
Road Construction Northwest, Inc.

THIS CONTRACT is made and entered into this [Enter Day] day of [Enter Month], [Year], by and between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and Road Construction Northwest, Inc. organized under the laws of the State of Washington, located and doing business at PO Box 228 Renton, WA 98056, Matthew Wagester, (425) 254-9999 (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, attached hereto and incorporated herein by reference.

Work to be completed shall include, but not be limited to, project temporary traffic control; removing existing 36" outfall pipe on slope below existing MSE wall; temporary removal and replacement of fence and guardrail; clearing, grubbing, and repositioning of existing quarry spalls; construction of outfall energy dissipater from 3 and 4-man quarry rocks, installation of 30-inch HDPE outfall pipe with 2"-4" quarry spall bedding; placement of 4"-8" quarry spalls for slope protection; restoration and mitigation plantings; general site restoration, and all incidental items necessary to complete the Work as described herein and in the Plans and Specifications.

The Contractor shall maintain one lane of traffic on S 251st Street at all times. Local access to private property shall be maintained at all times. The Contractor will provide a traffic control plan for review with their submittal of a Right-of-Way Permit.

The contractor will have the ability to request a Notice to Proceed date between June 16, 2018 and August 6, 2018.

The contractor agrees to furnish all materials, tools, labor, equipment, and other incidentals, and to perform all services and work as described in this Agreement and the contract documents, which consist of this Agreement and the following items, which are by this reference incorporated herein:

Standard Specifications for Road, Bridge and Municipal Construction, 2016 prepared by the Washington State Department of Transportation and the American Public Works Association – Washington State Chapter.



This is a Public Works Project which is subject to Prevailing Wage and Sales Tax rules. A current City of Des Moines Business License is required for all contractors and subcontractors that perform work under this contract. These licenses shall be in place prior to the issuance of any Notice to Proceed. Retainage will be withheld.

Exhibit A: Bid Documents
Exhibit B: Contract Documents
Exhibit C: Amendments to the Standard Specifications
Exhibit D: Special Provisions
Appendix A: Standard Plans
Appendix B: Prevailing Wage Rates
Appendix C: Hydraulic Project Approval
Appendix D: Grading Permit

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 attached hereto 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 **[20] working days** based upon the start date specified in the Notice to Proceed for this project. 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 **\$186,970.00, including applicable Washington State Sales Tax**, for the work and services contemplated in this Contract. If the work and services to be performed as specified in Exhibit A "Scope and Schedule of Work" is for street, place, road, highway, etc.

as defined in WAC 458-20-171, then the applicable Washington State Retail Sales Tax on this contract shall be governed by WAC 458-20-171 and its related rules for the work contemplated in this Contract. 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 **\$1402.28** 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. The Contractor certifies that, within the three-year period immediately preceding this Project, the Contractor is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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 axel
 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.

E. 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.

F. 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. Pursuant to Chapter 39.08 RCW, the Contractor shall, prior to the execution of the Contract, furnish a performance and payment bond to the City in the full amount of the bid with a surety company as surety, ensuring 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 bond 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 providing such bond 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 bond is 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 bond, 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, and certify under penalty of perjury under the laws of the State of Washington that the foregoing

is true and correct. This contract shall become effective on the last date entered below.

CONTRACTOR: By: _____ <i>(signature)</i> Print Name: _____ Its _____ <i>(Title)</i> DATE: _____	CITY OF DES MOINES: By: _____ <i>(signature)</i> Print Name: <u>Michael Matthias</u> Its <u>City Manager</u> <i>(Title)</i> DATE: _____ Approved as to Form: _____ City Attorney DATE: _____
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NOTICES TO BE SENT TO: CONTRACTOR: Matthew Wagester Road Construction Northwest, Inc. PO Box 228 Renton, WA 98056 (425) 254-9999 (telephone) [Insert Fax Number] (facsimile)	NOTICES TO BE SENT TO: CITY OF DES MOINES: Tyler Beekley City of Des Moines 21630 11th Avenue S., Suite A Des Moines, WA 98198 (206) 870-6869 (telephone) (206) 870-6596 (facsimile)
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Task Number KPG 2018-02A

EXHIBIT A

**City of Des Moines
S 251st St Storm Outfall Project**

Construction Management Services

**KPG
Scope of Work
February 22, 2018**

This work will provide construction management services for the construction contract to complete the 251st Street Outfall project (hereinafter called "Project"). These services will include design support, documentation control, inspection, geotechnical construction observation, materials testing and contract administration during the construction of the project, as detailed below. KPG ("Consultant") will provide to the City of Des Moines ("City") construction management services for the project.

A detailed scope for the Contract follows:

I. INTRODUCTION

The following scope of services and associated costs are based upon the assumptions outlined below.

General Assumptions:

- The **proposed construction management project team** will include design support, one half-time inspector during construction activities when unit price work is being performed, a part-time resident engineer, documentation control, sub-consultants to provide geotechnical consultation, services for materials testing, and other supporting tasks as deemed necessary. It is anticipated that full-time site observation will be required for the entire duration of construction; however site observation time each day will be split 50/50 between KPG and City inspection personnel.
- The level of service is based on project duration of approximately **20 working days**.
- This scope of services provides the management of the ROM and scheduling of required materials testing respectively.
- It is anticipated that the City will review and execute the insurance, bonds, and the Construction Contract.
- It is anticipated that all Community Outreach will be completed by the City.

- The design engineers from KPG will be available during construction to answer questions during construction and review RAM's, shop drawings, and answer RFI's that require a level of engineering expertise outside of the capabilities of the Consultant.
- Services will be performed in accordance with the Contract plans & special provisions, WSDOT Local Agency Guidelines (LAG), the WSDOT Construction Manual, and City of Des Moines engineering standards.

II. SCOPE OF WORK

The objective and purpose of this Construction Management Services Agreement is for the Consultant to successfully deliver the construction of the Project to the City by ensuring that the improvements are constructed in accordance with the approved Plans and Specifications, as may be amended or revised, that all of the required Project documentation is accounted for. This scope of work also includes a

TASK 1 – MANAGEMENT/COORDINATION/ADMINISTRATION

Provide overall project management, coordination with the City, monthly progress reports, and invoicing. This effort will include the following elements.

- 1.1 Organize and layout work for project staff. Prepare project instructions on contract administration procedures to be used during construction.
- 1.2 Review monthly expenditures and CM team scope activities. Prepare and submit project progress letters to the City along with invoices describing CM services provided each month. Prepare and submit reporting required by funding source(s), if any.

Deliverables

- Monthly invoices and progress reports

TASK 2 – PRECONSTRUCTION SERVICES

- 2.1 Preconstruction Conference: The Consultant will prepare an agenda for, distribute notices of, and conduct a preconstruction conference in the City's offices. The Consultant's project manager, resident engineer/document control specialist and inspector will attend the preconstruction conference. The Consultant will prepare a written record of the meeting and distribute copies of the minutes to all attendees and affected agencies, staff, etc.

At the Pre-construction conference, the Consultant will facilitate discussions with the Contractor concerning the plans, specifications, schedules, issues with utilities, unusual conditions, Federal, State, and local requirements, and any other items that will result in better project understanding among the parties involved.

- 2.2 Develop the Record of Materials (ROM).

Deliverables

- Preconstruction conference agenda with meeting notes

TASK 3 – CONSTRUCTION SERVICES - FIELD

- 3.1 Construction Observation: The Consultant shall provide the services of one half-time inspector during construction activities and other tasks necessary to monitor the progress of the work. Construction staff shall oversee the following items of Work, on the project site, and will observe the technical progress of the construction, including providing day-to-day contact with the Contractor and the City.

Field inspection staff will perform the following duties as a matter of their daily activities:

- i. Observe technical conduct of the construction, including providing day-to-day contact with the construction contractor, City, utilities, and other stakeholders, and monitor for adherence to the Contract Documents. The Consultant's personnel will act in accordance with Sections 1-05.1 and 1-05.2 of the Standard Specifications.
- ii. Observe material, workmanship, and construction areas for compliance with the Contract Documents and applicable codes, and notify construction contractor of noncompliance and advise the City of any non-conforming work observed during site visits.
- iii. Document all material delivered to the job site in accordance with the LAG Manual.
- iv. Prepare daily inspection reports, recording the construction contractor's operations as actually observed by the Consultant; including quantities of work placed that day, contractor's equipment and crews, and other pertinent information. All daily inspection reports will adhere to WSDOT Local Agency Guidelines.
- v. Interpret Contract Documents in coordination with City and KPG.
- vi. Resolve questions which may arise as to the quality and acceptability of material furnished, work performed, and rate of progress of work performed by the construction contractor.
- vii. Establish communications with property owners. Respond to questions from property owners and the general public.
- viii. Coordinate with permit holders on the Project to monitor compliance with approved permits, if applicable.
- ix. Prepare field records and documents to help assure the Project is administered in accordance with funding agency requirements.
- x. Collect and calculate delivery tickets and scalesman's daily reports of aggregate. All tickets will be initialed with correct bid item and stationing identified (Construction Manual 10-2).
- xi. Attend and actively participate in regular on-site weekly construction meetings.
- xii. Take periodic digital photographs during the course of construction, and record locations.
- xiii. Coordinate with the City's traffic operations and maintenance personnel.
- xiv. Conduct wage rate interviews in accordance with the LAG Manual.
- xv. Punch list. Upon substantial completion of work, coordinate with the Client and affected agencies, to prepare a 'punch list' of items to be completed or corrected. Coordinate final inspection with those agencies.

Assumptions:

- Consultant will provide observation services for the days/hours that the contractor's personnel are on-site.
- The Consultant's monitoring of the construction contractor's activities is to ascertain whether or not they are performing the work in accordance with the Contract Documents; in case of noncompliance, Consultant will reject non-conforming work, and pursue the other remedies in the interests of the City, as detailed in the Contract Documents. The Consultant cannot guarantee the construction contractors' performance, and it is understood that Consultant shall assume no responsibility for: proper construction means, methods, techniques; project site safety, safety precautions or programs; or for the failure of any other entity to perform its work in accordance with laws, contracts, regulations, or City's expectations.

- 3.2 **Materials Testing:** Coordinate the work of the materials testing technicians and testing laboratories in the observation and testing of materials used in the construction; document and evaluate results of testing; and address deficiencies. Frequency of testing shall be as prescribed in the WSDOT Construction Manual and LAG manual.

Materials testing will be performed by a Sub-consultant. Qualified tester requirements as identified in WSDOT LAG 52.3.32 illustrate that for projects on non-NHS highway systems, there is no requirement for qualified testers, but the requirements within the manual must be followed if federal funding applies.

Assumptions

- It is assumed that materials that require fabrication inspection per WSDOT LAG 52.3.32, if federally funded, will be conducted by WSDOT through contract with the City. Materials that fall within this category include: Illumination poles, structural precast concrete items, and signs.

- 3.3 **Substantial Completion:** Upon substantial completion of work, coordinate with the City and other affected agencies, to perform a project inspection and develop a comprehensive list of deficiencies or 'punchlist' of items to be completed. A punchlist and Certificate of Substantial Completion will be prepared by the Consultant and issued by the City.

Deliverables

- Daily Construction Reports with project photos – submitted on a weekly basis
- Punch List, Certificate of Substantial Completion
- Review test reports for compliance

TASK 4 – CONSTRUCTION SERVICES – GEOTECHNICAL

- 4.1 **Geotechnical Consultation and Construction Observation.** GeoDesign Inc. will provide consultation during construction and geotechnical observation services during rock fill placement (five site visits assumed).

TASK 5 – CONSTRUCTION SERVICES – OFFICE

- 5.1 **Document Control.** Original documentation will be housed at the Consultant's office, and filed in accordance with standard filing protocol to meet WSDOT Highways & Local Program Requirements. A copy of working files will be maintained at Des Moines City Hall.

Document Control also consists of preparing Final Project Reports for the City and include:

- Final Estimate (Approving Authority File)
- Comparison of Preliminary and Final Quantities (Approving Authority File)
- Final Records as identified in WSDOT LAG (Approving Authority File)
- Record of Material Samples and Tests
- Materials Certification
- Affidavit of Wages Paid
- Release for the Protection of Property Owners and General Contractor

- 5.2 **Project Coordination:** Liaison with City, construction contractor, engineer, utilities and property owners on a regular basis to discuss project issues and status.
- 5.3 **Plan Interpretation:** Provide technical interpretations of the drawings, specifications, and contract documents, and evaluate requested deviations from the approved design or specifications. Coordinate with City for resolution of issues involving scope, schedule, and/or budget changes.
- 5.4 **Weekly Meetings:** Lead weekly meetings, including preparation of agenda, meeting minutes, and distribution of minutes to attendees. Outstanding issues will be tracked on a weekly basis.
- 5.5 **Initial Schedule Review:** Perform detailed schedule review of contractor provided CPM for conformance with the contract documents.
- 5.6 **Lump Sum Breakdown:** Evaluate construction contractor's Schedule of Values for lump sum items. Review the Contract Price allocations and verify that such allocations are made in accordance with the requirements of the Contract Documents. Lump Sum Breakdowns for payment each month will be calculated with detailed data per WSDOT LAG Requirements.
- 5.7 **Monthly Pay Requests:** Prepare monthly requests for payment, review with the City, contractor and approve as permitted. Utilize City provided format for pay estimates, or Consultant format.
- 5.8 **Certified Payroll:** Process and track all certified payroll per WSDOT Highways & Local Program Requirements. This includes verifying the initial payroll for compliance and 10% of all payrolls

submitted thereafter. Tracking payroll each week. Payroll and payroll logs will adhere to WSDOT LAG requirements.

- 5.9 **Weekly Statement of Working Days:** Prepare and issue weekly statement of working day report each week.
- 5.10 **Subcontractor Documentation:** Process / approve all required subcontractor documentation per WSDOT Highways & Local Program Requirements. Request to Sublets will be verified and logged. This includes checking System Award Management System (SAMS), verifying OM/WBE, verifying business licensing, reviewing insurance documentation, verifying city business licensing, Intent to Pay Prevailing Wage and Affidavit of Wages Paid. All subcontractor documentation will be logged into WSDOT's subcontractor logs.
- 5.11 **Physical Completion Letter:** Following completion of all punchlist work, prepare physical completion letter to the contractor, and recommend that City and/or Utilities accept the project.
- 5.12 **Project Closeout:** Transfer all project documents to the City for permanent storage.
 - Schedule review comments
 - As-built schedule
 - Meeting agendas and notes
 - Monthly Pay Estimates
 - Subcontractor Packets
 - Cost Projection
 - Physical Completion Letter
 - Final Project Documents

TASK 6 – SUBMITTAL/RFI PROCESSING

- 6.1 **Submittals:** Coordinate review process for shop drawings, samples, traffic control plans, test reports, and other submittals from the Contractor for compliance with the contract documents. Key submittals to be transmitted to the City for their review and approval. Submittals shall be logged and tracked.
- 6.2 **Request for Information (RFI):** Review and respond to RFI's. RFI's shall be logged and tracked.
- 6.3 **Record of Materials (ROM):** Utilize ROM prepared by the City of Des Moines and update based on Special Provisions and Plans for use on the project, based on the contract specifications and WSDOT/LAG requirements. Maintain the ROM according to WSDOT Highways & Local Program Requirements. The ROM will track all of the materials delivered to the site including manufacturer/supplier, approved RAM's, QPL items, material compliance documentation, and all other required documentation.

Deliverables

- Submittal log
- RFI Log
- Completed Record of Material for Material Certification

TASK 7 – CHANGE MANAGEMENT

- 7.1 **Case Log:** Develop and maintain a case log which includes change orders, RFP's, Field Work Directives per Highway & Local Programs Guidelines.
- 7.2 **Change Orders:** Develop change orders per Highway & Local Programs Guidelines, provide technical assistance to negotiate change orders, and assist in resolution of disputes which may occur during the course of the project. Each change order will be executed in accordance with WSDOT Local Agency Guidelines and contain the following:
 - Change order
 - Independent Cost Estimate
 - Time Impact Analysis
 - Contractor's Pricing
 - Verbal Approval Memo
 - Change Order Checklist (LAG Manual)
 - Change Order Request Form
 - Back up documentation
- 7.3 **Field Work Directives:** Prepare field work directives as necessary to keep the contractor on schedule.
- 7.4 **Minor Change Orders:** Develop minor change orders per WSDOT Highways & Local Program Requirements. Each minor change order will be executed in accordance with WSDOT Local Agency Guidelines and contain the following:
 - Independent Cost Estimate
 - Verbal Approval Memo
 - Back up documentation
- 7.5 **Force Account:** Track contractor force account labor, equipment and materials. Provide payment according to WSDOT requirements. All force account calculations will be verified by the engineer and double checked by the documentation specialist per WSDOT LAG Manual.

Deliverables

- Change Order(s)
- Case Management Log
- RFI Log
- Minor Change Order(s)
- Force Account Records

HOUR AND FEE ESTIMATE

EXHIBIT B

Project: City of Des Moines
Project #17148W3

S 251st St Outfall
Construction Management Services



Task	Description	Labor Hour Estimate							Total Fee
		*Project Manager	*Senior Engineer	*Project Engineer/RE	*Inspector	*CAD Technician	*Survey Crew	*Senior Admin	*Office Admin
		\$ 198.33	\$ 161.37	\$ 128.86	\$ 115.36	\$ 96.65	\$ 165.98	\$ 110.00	\$ 83.52
									Fee
Task									
1	Management/Coordination/Administration	6			4				\$ 1,651.43
2	Preconstruction Services	8			7			8	\$ 5,946.61
3	Construction Services - Field	4	8		80				\$ 11,312.80
4	Construction Services - Geotechnical (GeoDesign)								\$ 7,000.00
5	Construction Services - Office	8	8	48	10				\$ 13,557.31
6	Submittal/RFI Processing			8	10				\$ 2,852.59
7	Change Management	2		16	5				\$ 3,703.39
	Reimbursable expenses - mileage and repro								\$ 500.00
	Task Totals	28	16	72	116	0	0	8	\$ 46,524.14

Total Estimated Fee: \$ 46,524.14
Management Reserve: \$ 5,000.00
Maximum not to Exceed: \$ 51,524.14

* Hourly rates are based on the following:

	Totals							
Direct Salary Costs	\$ 74.00	\$ 60.21	\$ 48.08	\$ 43.04	\$ 36.06	\$ 61.93	\$ 41.04	\$ 31.16
Overhead Rate				138.02%				
Fixed Fee				30%				
								\$ 17,600.73
								\$ 24,292.52
								\$ 5,280.22

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Attachment #3

CITY OF DES MOINES - DEPARTMENT OF PUBLIC WORKS
S 251st Street Storm Drain Outfall Project
BID TABS

KPG

		Total		Engineer's Estimate		RCNW		R.W. Scott Construction		Iron Creek Construction LLC		Engineers Deviation RCNW		Engineers Deviation RW Scott		Engineers Deviation Iron Creek	
02/09/18																	
No.	Section No.	Item	Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost					
1	1-04.4(2)	Unexpected Site Changes	1	FA	\$ 15,000.00	\$ 15,000	\$15,000.00	\$ 15,000	\$15,000.00	\$ 15,000	\$15,000.00	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -
2	1-09.7	Mobilization	1	LS	\$ 16,000.00	\$ 16,000	\$18,000.00	\$ 18,000	\$16,000.00	\$ 16,000	\$25,000.00	\$ 25,000	\$ (2,000)	\$ -	\$ (9,000)	\$ (9,000)	\$ (2,500)
3	1-10	Project Temporary Traffic Control	1	LS	\$ 17,500.00	\$ 17,500	\$16,000.00	\$ 16,000	\$22,000.00	\$ 22,000	\$20,000.00	\$ 20,000	\$ 1,500	\$ (4,500)	\$ (2,500)	\$ (2,500)	\$ (2,500)
4	2-01	Clearing and Grubbing	1	LS	\$ 4,000.00	\$ 4,000	\$7,500.00	\$ 7,500	\$16,000.00	\$ 16,000	\$20,000.00	\$ 20,000	\$ (3,500)	\$ (12,000)	\$ (16,000)	\$ (16,000)	\$ (16,000)
5	2-02	Guardrail/Fence Removal and Replacement	1	LS	\$ 6,000.00	\$ 6,000	\$4,500.00	\$ 4,500	\$10,000.00	\$ 10,000	\$1,500.00	\$ 1,500	\$ (1,500)	\$ (4,000)	\$ 4,500	\$ 4,500	\$ 4,500
6	4-04	Crushed Surfacing Base Course	20	TON	\$ 60.00	\$ 1,200	\$70.00	\$ 1,400	\$100.00	\$ 2,000	\$100.00	\$ 2,000	\$ (200)	\$ (600)	\$ (800)	\$ (800)	\$ (800)
7	5-04	HMA Cl. 1/2" PG 64-22	16	TON	\$ 275.00	\$ 4,400	\$115.00	\$ 1,840	\$500.00	\$ 8,000	\$500.00	\$ 8,000	\$ (2,560)	\$ (3,600)	\$ (3,600)	\$ (3,600)	\$ (3,600)
8	7-01	Drain Pipe 8 In. Diam.	1	LS	\$ 1,500.00	\$ 1,500	\$2,500.00	\$ 2,500	\$1,000.00	\$ 1,000	\$5,000.00	\$ 5,000	\$ (1,000)	\$ 500	\$ (3,500)	\$ (3,500)	\$ (3,500)
9	7-04	HDPE Storm Sewer Pipe 30 In. Diam.	36	LF	\$ 500.00	\$ 18,000	\$1,380.00	\$ 49,680	\$400.00	\$ 14,400	\$750.00	\$ 27,000	\$ (31,680)	\$ 3,600	\$ (9,000)	\$ (9,000)	\$ (9,000)
10	7-04	HDPE Storm Sewer Pipe Stub, 24 In. Diam.	1	EA	\$ 4,000.00	\$ 4,000	\$12,000.00	\$ 12,000	\$4,000.00	\$ 4,000	\$20,000.00	\$ 20,000	\$ (8,000)	\$ -	\$ (16,000)	\$ (16,000)	\$ (16,000)
11	8-01	Erosion Control & Water Pollution Prevention	1	LS	\$ 8,000.00	\$ 8,000	\$4,000.00	\$ 4,000	\$6,000.00	\$ 6,000	\$500.00	\$ 500	\$ 4,000	\$ 2,000	\$ 7,500	\$ 7,500	\$ 7,500
12	8-02	Site Restoration	1	LS	\$14,000.00	\$ 14,000	\$15,000.00	\$ 15,000	\$15,000.00	\$ 15,000	\$10,000.00	\$ 10,000	\$ (1,000)	\$ (1,000)	\$ 4,000	\$ 4,000	\$ 4,000
13	8-15	Quarry Spalls, 2" - 4"	20	TON	\$ 100.00	\$ 2,000	\$85.00	\$ 1,700	\$150.00	\$ 3,000	\$100.00	\$ 2,000	\$ 300	\$ (1,000)	\$ -	\$ -	\$ -
14	8-15	Quarry Spalls, 4" - 8"	330	TON	\$ 75.00	\$ 24,750	\$85.00	\$ 28,050	\$150.00	\$ 49,500	\$100.00	\$ 33,000	\$ (3,300)	\$ (24,750)	\$ (8,250)	\$ (8,250)	\$ (8,250)
15	8-15	Quarry Rock, 3-Man	6	EA	\$ 350.00	\$ 2,100	\$350.00	\$ 2,100	\$600.00	\$ 3,600	\$1,250.00	\$ 7,500	\$ -	\$ (1,500)	\$ (5,400)	\$ (5,400)	\$ (5,400)
16	8-15	Quarry Rock, 4-Man	14	EA	\$ 525.00	\$ 7,350	\$550.00	\$ 7,700	\$700.00	\$ 9,800	\$1,500.00	\$ 21,000	\$ (350)	\$ (2,450)	\$ (13,650)	\$ (13,650)	\$ (13,650)
					10%	\$ 145,800		\$ 186,970.00	In words:	\$ 195,300		\$ 217,500					
						\$ 160,000				\$ 195,750							

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Project Title:	South 251st Street Storm Outfall	Project #	451.827	Summary Project Description:									
TOTAL PROJECT SCOPE				PROJECT ALLOCATIONS BY YEAR									
Expenditures	1/1/18 Current CIP Budget	2018 CIP Supplemental Request	2018 Revised CIP Budget Estimate	Project to Date 12/31/17	Project To Date 1/1/2018	2018 Year to Date 1/1/2018	2018 Remaining	Estimated Year End 2018	Planned Year 2019	Planned Year 2020	Planned Year 2021	Planned Year 2022	
Vendor #	Design												
	External Engineering - KPG	95,700	(10,809)	84,891	84,891	84,891	-	-					
	Internal Engineering/Project Mgmt	10,000	(2,418)	7,582	7,582	7,582	-	-					
	Permits	3,275	-	3,275	3,275	3,275	-	-					
	Other Misc (Advertise, Postage, Etc.)	300	(300)	-	-	-	-	-					
	Prop/ROW/Easements												
	Other Miscellaneous	-	-	-	-	-	-	-					
	Construction												
	External Engineering	-	-	-	-	-	-	-					
	External Proj Mgmt/Inspect - KPG	40,000	6,524	46,524	-	-	46,524	46,524					
	Internal Engr-Proj Mgmt/Inspect	10,000	-	10,000	-	-	10,000	10,000					
	Const Contract 1 - Construction Contract	150,000	36,970	186,970	-	-	186,970	186,970					
	Construction Contract Contingency	-	19,000	19,000	-	-	19,000	19,000					
	Other												
	Interfund Financial Services	3,760	(89)	3,671	960	960	-	2,711	2,711				
	Contingencies	57,555	(48,878)	8,677	-	-	8,677	8,677					
	Total Project Expense Budget:	370,590	(0)	370,590	96,708	96,708	-	273,882	273,882	-	-	-	
Funding Source /Transfers	Funding Sources	1/1/18 Current CIP Budget	2018 CIP Supplemental Request	2018 Revised CIP Budget Estimate	Project to Date 12/31/17	Project to Date 1/1/2018	2018 YTD 1/1/2018	2018 Remaining	Scheduled Year 2018	Scheduled Year 2019	Scheduled Year 2020	Scheduled Year 2021	Scheduled Year 2022
	SWM Capital Fund Balance	370,590	-	370,590	96,708	96,708	-	273,882	273,882				
	Total Project Revenue Budget:	370,590	-	370,590	96,708	96,708	-	273,882	273,882				
	Committed Cash:				-	-	-	-	0	0	0	0	
		(0)	(0)	(0)									

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Sexual Assault Awareness Month

FOR AGENDA OF: March 22, 2018

DEPT. OF ORIGIN: Administration

ATTACHMENTS:

DATE SUBMITTED: March 8, 2018

1. Proclamation

CLEARANCES:

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is to show Council support and proclaim the month of April as Sexual Assault Awareness Month.

Suggested Motion

Motion 1: "I move to approve the Proclamation recognizing April as Sexual Assault Awareness Month."

Background

Sexual Violence is a widespread problem that affects people of all genders, ages, races, religions, incomes, professions, ethnicities and sexual orientations.

Founded by the Pennsylvania Coalition against Rape in 2000, the National Sexual Violence Resource Center (NSVRC) develops and disseminates resources regarding all aspects of sexual violence prevention and intervention.

Nationally, 1 in 5 children under 18 are sexually abused; and in King County last year, 2,000 children and youth who have been sexually abused received services from the King County Sexual Resource Center.

Sound Cities Association, along with the Mayors from the City of Renton and the City of Kirkland, are asking member cities to join in the pledge recognizing the month of April as Sexual Assault Awareness Month.

City of Des Moines



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



Proclamation

WHEREAS, Sexual Assault Awareness Month calls attention to the fact that sexual violence is widespread and impacts every person in this community, and

WHEREAS, in Washington State, 45% of women and 22% of men report having experienced sexual violence in their lifetime; and

WHEREAS, in King County, 6,657 adults and children received sexual assault services at accredited Community Sexual Assault Programs last year; and

WHEREAS, nationally, 1 in 5 children under 18 are sexually abused; and in King County last year, 2,000 children and youth who have been sexually abused received services from the King County Sexual Assault Resource Center; and

WHEREAS, negative impacts of sexual violence trauma on women, men, children and youth include fear, concern for safety, symptoms of post-traumatic stress disorder, injury, and missed work or school; and

WHEREAS, working together to educate our community about sexual violence, supporting survivors when they come forward, speaking out against harmful attitudes and actions, and engaging in best-practice sexual violence prevention work helps end sexual violence;

NOW THEREFORE, THE DES MOINES COUNCIL HEREBY PROCLAIMS the month of April as

SEXUAL ASSAULT AWARENESS MONTH

in the City of Des Moines, and encourages all citizens to join in this special observance, and join advocates and communities across the country in taking action to prevent sexual violence.

SIGNED this day 22nd day of March, 2018.

Matt Pina, Mayor

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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: Continued Public Hearing on Draft Ordinance 15-206 related to the siting of Essential Public Facilities (EPFs).

ATTACHMENTS:

1. Revised Draft Ordinance 15-206
2. RCW 36.70A.200
3. WAC 365-196-550
4. SEPA comment received

FOR AGENDA OF: March 22, 2018

DEPT. OF ORIGIN: Community Development

DATE SUBMITTED: March 14, 2018

CLEARANCES:

- ☒ Community Development SMC
☐ Marina _____
☐ Parks, Recreation & Senior Services _____
☒ Public Works PR

CHIEF OPERATIONS OFFICER: _____

- ☒ Legal TL
☐ Finance _____
☐ Courts _____
☐ Police _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this agenda item is for City Council to continue the public hearing to consider revised Draft Ordinance No. 15-206 (Attachment 1) to establish regulations related to the Siting of Essential Public Facilities pursuant to RCW 36.70A.200.

Suggested Motion

"I move to enact revised Draft Ordinance 15-206 amending Title 18, and adding and codifying a new chapter entitled "*Essential Public Facilities*" that establishes a process, regulations, and criteria for the siting and expansion of essential public facilities (EPFs) pursuant to Chapter 36.70A RCW."

Background

According to RCW 36.70A.200, EPFs include those facilities that are typically difficult to site, such as airports, state education facilities and state or regional transportation facilities as defined in RCW 47.06.140.

Per the requirements of RCW 36.70A.200, the comprehensive plan of each county and city that is planning under RCW 36.70A.040 shall include a process for identifying and siting essential public facilities, and no local comprehensive plan or development regulation may preclude the siting of essential public facilities. The City of Des Moines 2035 Comprehensive Plan establishes the policy framework for the siting of EPFs, and Title 18 of the Des Moines Municipal Code contains related regulations.

During the fall of 2015, the Des Moines City Council directed staff to develop a comprehensive ordinance relating to Essential Public Facilities notice, siting, permit process and requirements. On December 17, 2015 the City Council adopted Resolution 1320, setting a public hearing date of February 11, 2016. The public hearing was opened and then continued to May 12, 2016. The City Council Finance and Economic Development Committee met in February, March, and April to review, discuss, and provide guidance on the development of Draft Ordinance No. 15-206 and then directed staff to bring the draft ordinance to the full Council. At the May 12, 2016 hearing the Council directed revisions to the ordinance and further continued the public hearing to a date to be scheduled. Staff provided an informational briefing to the Council related to the status of the ordinance and the directed revisions at the February 1, 2018 Study Session. Additional notice of tonight's continued hearing was e-mailed to known interested parties, posted on the City website, and published in the *Seattle Times* on March 6, 2018.

Discussion

In May 2016, the Council directed staff to revise the ordinance to clarify the permitting process with the goal of ensuring the timely, efficient and appropriate siting of EPFs (including the Sound Transit Federal Way Link Extension) while simultaneously acknowledging and mitigating the significant community impacts often created by such facilities.

The revisions to Draft Ordinance No. 15-206 have been developed to meet this Council direction. The proposed draft ordinance provisions would:

- Clarify the process by eliminating the two categories of EPFs - Type A and B.
- Revise the definitions and use tables to list specific types of EPFs, allowing for more certainty.
- Eliminate conflicts between the Residential and Commercial use tables (DMMC 18.52.010A/ B) and the Unclassified and Conditional Use section (DMMC 18.140).
- Specify the permit process of either a conditional use permit (CUP) or unclassified use permit (UUP).
- Provide an alternative process to a CUP or UUP through a development agreement.
- Add UUP decision criteria similar to that of a CUP.
- Require EPF's to conduct Crime Prevention through Environmental Design Review.
- Eliminates the possibility of siting some EPFs in residential zones or in non-compatible commercial zones.

Additional Requirements

Additional requirements that have been added or remain from the original draft ordinance include:

- Required neighborhood meeting.
- Increased notice prior to application/consideration of an EPF.
- Strengthened decision criteria to allow for more local input and control.
- Increased conditions that can be imposed if an EPF is approved.
- Consideration of public amenities to benefit the surrounding community.

Draft Ordinance No. 15-206 is generally organized as follows:

Definitions

Use Tables

Affected Agencies/Neighborhood Meeting

Notification, determination process and appeal

Decision Criteria

Conditions

Alternative process – development agreement

Independent consultant review and environmental review

Decision Timing

Building Permit Application.

Suspension or revocation of permit.

Alternatives

The City Council may:

1. Enact the proposed revised Draft Ordinance No. 15-206.
2. Pass revised Draft Ordinance No. 15-206 to a third reading.
3. Decline to enact revised Draft Ordinance No. 15-206.

Financial Impact

Establishing specific noticing requirements, siting criteria and development regulations for EPFs is not anticipated to have a financial impact on the City.

Recommendation

Staff recommends that the City Council pass the suggested motion.

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COMMUNITY DEVELOPMENT SECOND DRAFT 03/05/2018**REVISED DRAFT ORDINANCE NO. 15-206**

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to essential public facilities and amending DMMC 18.01.050, Table 18.52.010A, Table 18.52.010B, DMMC 18.140.020, DMMC 18.140.030, DMMC 18.140.100, DMMC 18.140.110; repealing DMMC 18.140.050 and DMMC 18.140.060; adding DMMC 18.140.105; and adding and codifying a new chapter entitled "*Essential Public Facilities*" that establishes a process, regulations, and criteria for the siting and expansion of essential public facilities (EPFs) pursuant to RCW 36.70A.

WHEREAS, the City Council is considering amendments to Title 18 to establish a new chapter entitled "*Essential Public Facilities*" that establishes a process, regulations, and criteria for the siting and expansion of essential public facilities (EPFs) pursuant to RCW 36.70A.200, and

WHEREAS, the City of Des Moines 2035 Comprehensive Plan Goal LU5 and supporting policies and implementation strategies LU 5.1, LU 5.1.1, LU 5.1.2, CF 1.3, CF 1.3.1, CF 1.4, CF 1.4.1 and CF 1.4.2 provide the policy basis for a siting process to be developed and implemented through the City's development regulations, and

WHEREAS, the Des Moines City Council desires to amend its process for siting essential public facilities, and

WHEREAS, the Des Moines City Council intends to comply with RCW 36.70A.200, and

WHEREAS, Draft Ordinance No. 15-206 provides guidance for the siting of essential public facilities and provides the City with broad discretion to protect the health and safety of our citizens, and

WHEREAS, on December 17, 2015 the City Council passed Resolution No. 1320 setting a Public Hearing on February 11, 2016, or as soon thereafter as the matter could be heard, to consider Draft Ordinance No. 15-206, and

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WHEREAS, notice of the public hearing was issued on January 25, 2016 in accordance with the DMMC, and

WHEREAS, the public hearing was opened on February 11, 2016 and continued to May 12, 2016 to allow more time for staff and the Council to prepare the draft ordinance, and

WHEREAS, the City Council Finance and Economic Development Committee met on February 11, 2016, March 10, 2016, and April 14, 2016 to review, discuss, and provide guidance on the development of Draft Ordinance No. 15-206, and directed staff to bring the Draft Ordinance to the full Council, and

WHEREAS, a notice of intent to adopt the proposed code amendments was sent to the Washington State Department of Commerce on March 11, 2016 for a 60-day review and comment period in accordance with state law, and

WHEREAS, the Planning, Building and Public Works Director acting as the SEPA responsible official reviewed this proposed non-project action and determined that the changes proposed by this Ordinance have been processed in accordance with the requirements of the State Environmental Policy Act (SEPA), a final determination of non-significance was issued and published on April 14, 2016, in the *Seattle Times*, and the appropriate comment period expired on April 28, 2016, and the appeal period concluded on May 9, 2016, and two comments from the public were received, and

WHEREAS, a public hearing was held on the 12th day of May, 2016, all persons wishing to be heard were heard, and Draft Ordinance No. 15-206 was passed to a second reading, and

WHEREAS, the City Council directed staff to make changes to Draft Ordinance No. 15-206 and staff has prepared Second Draft Ordinance No. 15-206 for the City Council's consideration, and

WHEREAS, notice of the continued public hearing was issued on March 7, 2018, and

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WHEREAS, the continued public hearing was held on March 22, 2018, where all persons wishing to be heard were heard, and

WHEREAS, the City Council finds that the amendments contained in this Ordinance are appropriate and necessary for the preservation of the public health and welfare; now therefore,

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

Sec. 1. DMMC 18.01.050, *Definitions*, and section 5 of Ordinance No. 1591, shall be amended to add or revise the following definitions as follows:

"Essential public facilities (EPF)" include those facilities that are typically difficult to site, as defined in RCW 36.70A.200 and WAC 365-196-560, such as airports, state education facilities and state or regional transportation facilities as defined in RCW 47.06.140, regional transit authority facilities as defined in RCW 81.112.020, state and local correctional facilities, solid waste handling facilities, and inpatient facilities including substance abuse facilities, mental health facilities, group homes, and secure community transition facilities as defined in RCW 71.09.020."

"Hospital" means an institution specializing in giving clinical, temporary, and emergency services of a medical or surgical nature to human patients and licensed by the state law to provide facilities and services in surgery, obstetrics, and general medical practice, excluding substance abuse facilities andas distinguished from mental hospitals. treatment of mental and nervous disorders and alcoholics, but not excluding surgical and post-surgical treatment of mental cases.

"Hospital, mental" means an institution specializing in treatment of mental illness, licensed by the state to provide such services.—

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"Substance abuse facility" means a facility specializing in the treatment of drug and/or alcohol dependency, either outpatient or inpatient, licensed by the state to provide such services.

"Transportation facilities of statewide significance" are essential public facilities as defined in RCW 47.06.140, to include the interstate highway system, interregional state principal arterials, intercity high-speed ground transportation, major passenger intermodal terminals, regional high-capacity transportation systems, and any improvements identified in the statewide multimodal plan.

Sec. 2. DMMC 18.52.010A and those parts of the Residential Use Chart and limitations and section 132 of Ordinance No. 1591 noted below, shall be amended to add or limit the following uses as follows:

Use is: P: Permitted P/L: Permitted but with special limitations CUP: Conditional use review required UUP: Unclassified use review required	SFR	RA- 3600	RM- 2400	RM- 1800	RM- 900	RM- 900A	RM- 900B	R-SE	R- SR> 3500 0	R-SR< 35000	PR-R
Bed and Breakfast facilities ^[49]	UUP	UUP	UUP	UUP	UUP	UUP	UUP	UUP	UUP	UUP	UUP

Commented [SC1]: Transferred note #49 from 18.140

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Booster stations or conversion plants ^[46]		UUP/L ^[46]	UUP/L ^[46]	UUP/L ^[46]	UUP/L ^[46]					UUP/L ^[46]	UUP/L ^[46]	Commented [SC2]: Conversion plant use and note #46 transferred from 18.140
...												
Correctional institutions ^[47,48]								UUP ^[45]				
...												
Day care center and mini day care providers ^[50]	P/L ^[5]	P/L ^[5]	P/L ^[5]	CUP/L ^[5]	CUP/L ^[5]	CUP/L ^[5]	CUP/L ^[5]	CUP/L ^[5]	P/L ^[5]	P/L ^[5]	P/L ^[5]	Commented [SC3]: Note #50 transferred from 18.140
...												
Electric power transmission facilities (NAICS code 22112)											UUP	Commented [SC4]: Use transferred from 18.140
...												
Group home facilities ^[47,48,49]	UUP/L	UUP/L	UUP/L	UUP/L	UUP/L	UUP/L	UUP/L	UUP/L	UUP/L	UUP/L	UUP/L	Commented [SC5]: Note #49 transferred from 18.140
...												
Hospitals (mental and alcoholic)					CUP	CUP	CUP				CUP	Commented [SC6]: Deleted use from residential zones, change from previous hearing draft ordinance
...												
Sanitariums					P/L ^[45]						L	Commented [SC7]: Change included in previous hearing draft ordinance
...												
Sewage treatment plants ^[47,48]	UUP/L	UUP/L	UUP/L	UUP/L	UUP/L	UUP/L	UUP/L	UUP/L	UUP/L	UUP/L	UUP/L	Commented [SC8]: Changes included in previous hearing draft ordinance
...												
Transportation facilities of statewide significance ^[47,48]	UUP/L	UUP/L	UUP/L	UUP/L	UUP/L	UUP/L	UUP/L	UUP/L	UUP/L	UUP/L	UUP/L	Commented [SC9]: Added use from previous hearing draft ordinance
...												

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- Limitations that correspond to the bracketed numbers [] are set forth below.
- Bracketed numbers listed next to the use in the right hand column apply in all allowed zones.
- Uses and developments are also subject to the specific standards for each zone.
- Conditional and Unclassified Use Permit requirements may be found in chapter 18.140 DMMC.
- Uses permitted in PR-C Zone when part of a contiguous PR-C development under single ownership shall be permitted in the PR-R Zone.

The paragraphs listed below contain specific limitations and correspond with the bracketed [] footnote numbers from Table 18.52.010A.

46. These essential public facilities are permitted as Type III quasi-judicial decision by the Hearing Examiner in accordance with DMMC 18.20.080 and shall comply with Chapters 18.140 DMMC and Section 11.

47. These essential public facilities are permitted as Type IV quasi-judicial decision by the City Council in accordance with DMMC 18.20.080 and shall comply with Chapters 18.140 DMMC and Section 11.

48. These essential public facilities are a permitted use and do not require a CUP/UUP only when the City and the proponent agree to process the application with a development agreement in accordance with the provisions of Section 11.

49. Non-transferrable without prior consent of the City Council and subject to the provisions governing home occupations found in DMMC 18.52.010A (11).

50. Excluding family day care providers, subject to the following minimum conditions:

(a) A play yard or equipment yard shall not be located in any required side or front yard.

(b) All buildings and structures on the lot shall maintain a distance of not less than 20 feet from any property line that is common property line with single-family residential property. If a greater setback is specified in a particular zone then the setback requirements of the particular zone shall prevail over the minimum setback set forth in this subsection.

(c) No day care center shall be located within 150 feet of a Highway Commercial Zone.

(d) State licensing standards for such facilities, chapter 388-73 WAC, shall be met.

(e) Such uses shall comply with the parking code requirements of chapter 18.210 DMMC.

Sec. 3. DMMC 18.52.010B and those parts of the Commercial Use Chart and limitations and section 133 of Ordinance No. 1591 as amended by section 12 of Ordinance No. 1601 as amended by section 8 of Ordinance 1618-A as amended by section 1 of 03/05/18

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Ordinance No. 1645, shall be amended to add or limit the following uses as follows:

Use is: P: Permitted P/L: Permitted, but with special limitations CUP: Conditional use review required UUP: Unclassified use review required	NC	I-C	B-P	C-C	D-C	H-C	PR-C	T-C	W-C
*** Booster stations or conversion plants (NA 85)	UUP /L	UUP /L	UUP /L	UUP /L		UUP /L	UUP /L	UUP /L	UUP /L
*** Communications facilities (SIC code 48)					UUP				Commented [SC10]: Use transferred from 18.140, does not include wireless facilities listed separately in the use table under telecommunications facilities
*** Correctional institutions			UUP /L (94.05) P						Commented [SC11]: Change from P to UUP included in previous hearing draft ordinance
*** Day care center and mini day care providers	CUP /L (89)	CUP /L (89)	CUP /L (89)	CUP /L (89)	CUP /L (89)		CUP /L (89)	CUP /L (89)	Commented [SC12]: Transferred note #89 from 18.140
*** Electric power transmission facilities (NAICS code 22112)							UUP		Commented [SC13]: Use transferred from 18.140
*** Essential public facilities not otherwise listed			UUP /L (94.05)			UUP /L (94.05)	UUP /L (94.05)		Commented [SC14]: Use added
*** Hospitals (mental and alcoholic)	CUP	CUP	UUP /L (94.05) CUP	CUP		CUP	UUP /L (94.05) CUP	CUP	Commented [SC15]: Allowed with a UUP in most zones in previous hearing draft ordinance. Eliminated use in NC, IC, CC, HC, TC, WC zones. Alcoholic treatment facilities are included in "substance abuse facilities".
*** Labor camps (transient)	UUP /L (94.05) CUP	UUP /L (94.05) CUP	UUP /L (94.05) CUP	UUP /L (94.05) CUP		UUP /L (94.05) CUP	UUP /L (94.05) CUP	UUP /L (94.05) CUP	Commented [SC16]: Change from CUP to UUP included in previous hearing draft ordinance
*** Public Facilities (89)	P		P/L (10)	P	P		P	P	Commented [SC17]: Transferred note #88 from 18.140

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*** Secure community transition facilities							UUP/L [84, 85]		Commented [SC18]: Use transferred from 18.140
*** Sewage treatment plants	UUP [124, 85]	UUP [1, 104, 85]	UUP [1, 104, 85]	UUP [1, 104, 85]		UUP [1, 124, 85]	UUP [1, 104, 85]	UUP [1, 104, 85]	
*** Solid waste handling facilities [85, 86]	UUP/L [84]	UUP/L [84]	UUP/L [84]	UUP/L [84]		UUP/L [84]	UUP/L [84]	UUP/L [84]	Commented [SC19]: Use transferred from 18.140. Terminology updated from "sanitary fills" to "solid waste handling facilities", the term used in state law. This use was also deleted from residential zones.
*** Substance abuse facilities						UUP/L [84, 85]			Commented [SC20]: Use added
*** Transportation facilities of statewide significance [84, 85]	UUP/L	UUP/L	UUP/L	UUP/L	UUP/L	UUP/L	UUP/L	UUP/L	Commented [SC21]: Use added
*** Commercial uses utilizing non-exempt quantities of hazardous materials (per the IBC or IFC) [87]			UUP						Commented [SC22]: Use transferred from 18.140
*** Wholesale trade and distribution of groceries [90]				CUP				CUP	Commented [SC23]: Note #90 transferred from 18.140

Notes:

- Limitations that correspond to the bracketed numbers [] are set forth below.
- Bracketed numbers listed next to the use in the right hand column apply in all allowed zones.
- Uses and developments are also subject to the specific standards for each zone.
- Conditional and Unclassified Use Permit requirements may be found in chapter 18.140 DMMC.

All Zones

83. These essential public facilities are permitted as Type III quasi-judicial decision by the Hearing Examiner in accordance with DMMC 18.20.080 and shall comply with Chapters 18.140 DMMC and Section 11.

84. These essential public facilities are permitted as Type IV quasi-judicial decision by the City Council in accordance with DMMC 18.20.080 and shall comply with Chapters 18.140 DMMC and Section 11.

85. These essential public facilities are a permitted use and do not require a CUP/UUP only when the City and the proponent agree to process the application with a development agreement in accordance with the provisions of Section 11.

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86. Limited to facilities for public purposes by a public agency.

Commented [SC24]: Notes transferred from 18.140

87. Permitted uses listed in DMMC 18.52.010B utilizing hazardous material exceeding the quantities in the International Building or Fire Codes with regard to exempt amounts of materials presenting a physical or health hazard – maximum quantities per control area.

88. For fire stations and public works maintenance and storage facilities, all buildings and structures shall maintain a distance of not less than 20 feet from any property line that is a common property line with Residential zoned property; and, a building from which fire-fighting equipment emerges onto a street shall maintain a distance of 35 feet from such street.

89. Excluding family day care providers, subject to the following minimum conditions:

(a) A play yard or equipment yard shall not be located in any required side or front yard;

(b) All buildings and structures on the lot shall maintain a distance of not less than 20 feet from any property line that is common property line with single-family residential property. If a greater setback is specified in a particular zone then the setback requirements of the particular zone shall prevail over the minimum setback set forth in this subsection;

(c) No day care center shall be located within 150 feet of a Highway Commercial Zone;

(d) State licensing standards for such facilities, chapter 388-73 WAC, shall be met;

(e) Such uses shall comply with the parking code requirements of chapter 18.210 DMMC.

90. Includes wholesale trade and distribution of groceries (SIC 5141), grocery and related products not elsewhere classified (SIC 5149), fish and seafoods (SIC 5146), meats and meat products (SIC 5147), manufacturing and processing of sausages and other prepared meat products (SIC 2013), and servicing machines, coin-operated (SIC 3589); provided, the following conditions shall be conformed to:

(a) Uses shall be limited only to property zoned C-C, Community Commercial; and

(b) Required perimeter landscape and screening requirements adjacent to residentially zoned properties shall be increased as follows:

(i) Minimum width of required landscape planters shall be 15 feet; and

(ii) Planting beds shall contain appropriately amended soils and be bermed to a height of three feet; and

(iii) Type I landscape plant material requirements shall include the use of eight-foot-tall specimen trees throughout; and

(iv) A solid wall six feet in height shall be constructed adjacent to the property line; and

(c) Submittal of a traffic report and a binding truck routing plan prepared by a licensed engineer demonstrating that impacts to local streets will not be significantly adverse and that the existing street system has both the capacity and physical improvements necessary to accommodate the type of vehicles serving the uses proposed.

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Sec. 4. DMMC 18.140.020 and section 321 of Ordinance No. 1591 are amended as follows:

18.140.020 Application. ~~Unclassified~~~~conditional~~ and conditional use permits may be granted upon the filing of an application therefore by a property owner or a lessee pursuant to chapters 18.20 and 18.240 DMMC and the provisions of this chapter. The procedures to be followed in considering an application for a conditional use permit shall be those for a Type III land use action as set forth in chapter 18.20 DMMC. The procedures to be followed in considering an application for an unclassified use permit shall be those for a Type IV land use action as set forth in chapter 18.20 DMMC. Unclassified and conditional use permit applications filed for uses defined as essential public facilities will be processed in accordance with state law and section 11 of this Ordinance.

Sec. 5. DMMC 18.14.030 and section 322 of Ordinance No. 1591 are amended to read as follows:

18.140.030 Purpose. ~~All of the following uses described in this chapter, and all matters directly related thereto, are declared to be uses possessing characteristics of such unique and special form as to make impractical their being included automatically in any classes of use as set forth in the various zones defined in this Title, and the authority for the location and operation thereof shall be subject to review and the issuance of a use permit. The purpose of a review shall be to determine that the characteristics of any such use shall not be unreasonably incompatible with the type of uses permitted in surrounding areas and for the further purpose of stipulating such conditions as may reasonably assure that the basic purpose of this Title shall be served. Factors to be considered are as set forth in DMMC 18.05.110.~~

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Sec. 6. Repealer. DMMC 18.140.050 and section 324 of Ordinance No. 1591 are repealed.

Sec. 7. Repealer. DMMC 18.140.060 and section 325 of Ordinance 1591 are repealed.

Sec. 8. DMMC 18.140.100 and section 329 of Ordinance No. 1591 are amended to read as follows:

18.140.100 Conditional uses permits - Criteria.

The Hearing Examiner may grant an ~~unconditional or a~~ conditional use permit after a hearing if, but only if, sufficient evidence is presented that the characteristics of any such proposed use shall not be unreasonably incompatible with the type of uses permitted in surrounding areas, or, that the proposed use shall not be unreasonably incompatible with the type of uses permitted in surrounding areas if certain conditions are attached to the proposed use. Furthermore, the Hearing Examiner shall give due regard for the nature and condition of all adjacent uses and structures and any testimony presented with reference to such adjacent uses and structures, and, in authorizing a conditional use, may impose such requirements and conditions with respect to location, landscaping, traffic control, dedication, maintenance, and operation in addition to those expressly set forth in this chapter and other ordinances as may be deemed necessary for the protection of adjacent properties and the public interest.

Uses requiring a conditional use permit that are classified as essential public facilities shall meet the requirements of Section 11 of this ordinance.

NEW SECTION. Sec. 9. A new section is added to DMMC 18.140 as follows:

18.140.105 Unclassified Use Permits - Criteria

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(1) The Council may grant an unclassified use permit if sufficient evidence is presented that the characteristics of any such proposed use shall not be unreasonably incompatible with the type of uses permitted in surrounding areas, or, that the proposed use shall not be unreasonably incompatible with the type of uses permitted in surrounding areas if certain conditions are attached to the proposed use. Furthermore, the Council shall give due regard for the nature and condition of all adjacent uses and structures and any testimony presented with reference to such adjacent uses and structures, and, in authorizing an unclassified use, may impose such requirements and conditions with respect to location, landscaping, traffic control, dedication, maintenance, and operation in addition to those expressly set forth in this chapter and other ordinances as may be deemed necessary for the protection of neighborhood properties and the public interest.

(2) Uses requiring an unclassified use permit that are classified as essential public facilities shall meet the requirements of Section 11 of this Ordinance.

Sec. 10. DMMC 18.140.110 and section 330 of Ordinance No. 1591 are amended as follows:

18.140.110 Appeal. ~~Appeal of an~~ unclassified conditional or conditional use permit may be appealed pursuant to chapter 18.20 DMMC.

NEW SECTION. Sec. 11. A new chapter is added to Title 18 DMMC to read as follows:

ESSENTIAL PUBLIC FACILITIES (EPF)

(1) **Title.** This chapter shall be entitled "Essential Public Facilities (EPF)."

(2) **Application.** This chapter shall be applicable to all essential public facilities and zones as set forth herein.

(3) **Purpose.** The purpose of this chapter is to implement the Growth Management Act (Chapter 36.70A RCW) and the

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Des Moines Comprehensive Plan by establishing a process for the siting and expansion of essential public facilities, as necessary, to support orderly growth and delivery of public services. Essential public facilities (EPFs) including transportation facilities of state-wide significance, are necessary and important in the provision of public systems and services. The City's goal in promulgating the regulations under this chapter is to ensure the timely, efficient and appropriate siting of EPFs while simultaneously acknowledging and mitigating the significant community impacts often created by such facilities. Nothing in this chapter is intended to preclude the siting of essential public facilities in contravention of applicable state law (RCW 36.70A.200, WAC 365-196-550).

(4) Authority. This chapter is established to regulate the siting of essential public facilities pursuant to RCW 36.70A.200 and WAC 365-196-550.

(5) Permit type.

(a) Essential Public Facilities shall be processed in accordance with the permit type as listed in 18.52.010A and 18.52.010B or with a development agreement using the alternative process of section 11(10) of this Ordinance and in accordance with the requirements of this chapter.

(b) In accordance with chapter 18.240.160 DMMC, the City Council may choose to delegate review of an Essential Public Facility unclassified use permit to the Hearing Examiner.

(c) For unclassified use permits, in addition to the requirements for notice set forth in chapter 18.20 DMMC, notice shall be mailed to property owners within one thousand (1,000) feet of the project site.

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(6) Affected agencies/neighborhood meeting.

(a) The applicant shall conduct at least one neighborhood meeting to discuss the proposed EPF development. The meeting shall be held at least 45 days before submitting the EPF notification to the City pursuant to section 11(7) of this Ordinance.

(b) The purpose of the neighborhood meeting is to:

(i) Ensure that an applicant pursues early public participation in conjunction with and prior to the application, giving the applicant an opportunity to understand and mitigate any impacts that the proposed development might have, and

(ii) Ensure that neighborhood residents, tribes, public service agencies and utility providers, federal, state and local governments, and business owners have an opportunity at an early stage to learn about how the proposed development might affect them and to work with the applicant to resolve concerns prior to submitting an application.

(iii) The applicant is responsible for notifying, facilitating and summarizing the neighborhood meeting pursuant to the following requirements:

(A) Public notice for the neighborhood meeting shall include:

(I) Date, start time, and location of the meeting;

(II) Proposed development name;

(III) Map showing the location of the proposed development and the location of the meeting;

(IV) Description of proposed development; and

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(V) Name, address and phone number of the applicant or representative of the applicant to contact for additional information.

(B) The notice must be provided to the City at least 21 days prior to the meeting and at least 7 days prior to mailing the public notice. Notice shall be mailed at least 14 days prior to the neighborhood meeting and shall, at a minimum, be mailed to:

(I) Each taxpayer of record and each known site address within one thousand feet (1,000 feet) of any portion of the boundary of the property on which the EPF is proposed to be located and any contiguous property owned by the applicant;

(II) Any city or town whose boundaries are within one mile of the property on which the EPF is proposed to be located and any contiguous property owned by the applicant; and

(III) Any affected public service agencies and utility providers, federal, state and local governments, and school districts.

(C) The City, upon request, shall provide the applicant with necessary names and addresses or mailing labels. The applicant shall reimburse the City for any costs associated with this request consistent with City procedures.

(D) The neighborhood meeting shall be held at a location accessible to the public and within a reasonable distance from the boundary of the proposed development.

(E) At a minimum the applicant shall provide at the neighborhood meeting:

(I) Conceptual graphic presentation depicting the layout and design of the proposed development;

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development; (II) Size of the proposed
the square footage; (III) The proposed uses including
description; (IV) Project narrative and
(V) Site plan;
and (VI) Potential expansion areas;
(VII) Potential impacts and
how those impacts will be addressed by the applicant.

(F) The applicant shall prepare a written summary of the neighborhood meeting to be included with the EPF notice required in section 11(7) of this Ordinance, including:

(I) A copy of the notice of the neighborhood meeting along with a list of persons to whom it was mailed;

(II) A signed affidavit listing the persons who attended the meeting and their addresses if provided; and

(III) A signed affidavit providing a summary of concerns, issues, problems and mitigation expressed during the neighborhood meeting.

(7) Essential public facilities - Notification, determination of permit process, and appeal.

(a) Any public or private entity proposing to site an EPF in the City shall provide written notification of its intent to site the EPF to the City Manager or the City Manager's designee at least 90 days prior to submittal of an application. Such notification shall include the following:

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(b) An EPF pre-application conference request and fee as listed in the City's fee schedule.

(c) When the EPF is proposed to be processed through a development agreement, a request to utilize the alternative procedures of section 11(10) of this Ordinance, and a description of the completed and proposed public process.

(d) A detailed description of the proposal including:

(i) An explanation of the operations and the need for the proposed facility, why the facility is difficult to site and why it qualifies as an EPF;

(ii) Documentation that affected jurisdictions and the public have been notified and given an opportunity to comment pursuant to chapter 18.20 DMMC or equivalent process;

(iii) Proof of a published notice regarding the proposed EPF in the City's official newspaper describing the proposal and soliciting comments, together with any written comments received on the proposed EPF;

(iv) An analysis of the facility siting criteria, including size, physical characteristics, support facilities, access, future expansion needs and analysis of alternative sites and a description of any applicable state or regional siting process;

(v) A description of general environmental, traffic and social impacts and proposed mitigation measures;

(vi) A description of community amenities proposed;

(vii) The site's relationship to the projected service area and distribution of similar facilities within that service area;

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(viii) An analysis of the proposal's consistency with the City's comprehensive plan and applicable development regulations, and an identification of any inconsistencies; and

(ix) A proposed site plan and vicinity map with current zoning designations.

(x) A written summary of the neighborhood meeting prepared in accordance with section 11(6)(b)(iii)(F).

(e) The City Manager or the City Manager's designee shall issue a determination as to whether the proposal is designated as an EPF consistent with the definition of EPFs pursuant to RCW 36.70A.200, WAC 365-196-550 and DMMC 18.01.050 and a determination of the applicable permitting process. The City Manager or designee shall provide written notice of his or her determination within 90 days from the filing of the notice to the applicant and City Council and publish notice of the determination in the official newspaper of record.

(f) The City Manager or the City Manager's designee's determination shall be appealable to the City Council by the applicant or by any affected person. Appeals shall be filed pursuant to chapter 18.20 DMMC. The City Council shall hold a public hearing on the appeal within 30 days of the filing of the appeal. At the hearing, any interested person may provide oral or written comment on matters relevant to the appeal. The City Council shall issue a decision on the appeal within 14 days of the close of the hearing. The City Council's decision shall be a final decision subject to appeal under chapter 36.70C RCW.

(8) Decision criteria for siting and expansion of essential public facilities. The City's decision-maker may consider whether the proposal is consistent with the following factors:

(a) The proposal is consistent with the objectives and policies of the Des Moines Comprehensive Plan;

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(b) The project applicant has demonstrated a need for the project, as supported by an analysis of the projected service population, an inventory of existing and planned comparable facilities, and the projected demand for the type of facility proposed;

(c) If applicable, the project would serve a significant share of the City's population, and the proposed site will reasonably serve the project's overall service population;

(d) The applicant has reasonably investigated alternative sites, as evidenced by a detailed explanation of site selection methodology;

(e) The project is consistent with the applicant's own long-range plans for facilities and operations;

(f) The project will not result in a disproportionate burden on a geographic area;

(g) The project proposes public amenities that benefit the surrounding community;

(h) The applicant has provided an opportunity for public participation in the siting decision and development of mitigation measures that is appropriate considering the project's scope, applicable requirements of the City Code, and state or federal law;

(i) The project site meets the facility's minimum physical site requirements, including projected expansion needs. Site requirements shall be determined by the minimum size of the facility, setbacks, access, support facilities, topography, geology, and on-site mitigation;

(j) The proposal, as conditioned, adequately mitigates adverse impacts to life, limb, property, the environment, public health and safety, transportation systems, economic development and other identified impacts;

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(k) The proposal incorporates specific features to ensure it responds appropriately to the existing or intended character, appearance, quality of development, and physical characteristics of the site and surrounding property;

(l) The applicant has proposed mitigation measures that aid displaced or impacted businesses including assistance in relocating within the City;

(m) The facility satisfies the provisions of this title for development within the zoning district in which it is proposed to be located, except as provided in this chapter;

(n) The proposal incorporates the principles of Crime Prevention through Environmental Design (CPTED); and

(o) Whether the essential public facility and its location have been evaluated through a valid state or regional siting process. In the case of an EPF sited through a state or regional siting process, the City shall accept the valid siting determination with respect to any such facility.

(9) Conditions.

(a) In issuing an approval or permit under this chapter, the City's decision-maker may impose such reasonable conditions as necessary to ensure that a proposed essential public facility satisfies, to the extent practicable, the applicable criteria therefor and does not unreasonably impact the public health, safety, environment and welfare.

(b) Reasonable conditions of approval may include, but are not limited to, the following:

(i) Increase requirements in the standards, criteria, or policies established by this title;

(ii) Limit the manner in which the proposed use is conducted, including restricting the time during which an activity may take place, and restraints to minimize such

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environmental effects as noise, vibration, air pollution, glare and odor;

(iii) Stipulate the exact location of an EPF as a means of minimizing hazards to life or limb, property damage, impacts to the environment, erosion, underground collapse, landslides, and transportation systems;

(iv) Impose reasonable conditions necessary to avoid, minimize or mitigate any adverse impacts identified resulting from the project;

(v) Require the posting of construction and maintenance bonds or other security as provided in chapter 14.20 DMMC sufficient to secure to the City the estimated cost of construction, installation and maintenance of required improvements;

(vi) Require a special yard or other open space or lot area or dimension;

(vii) Limit the height, size or location of a building or other structure;

(viii) Designate the size, number, location or nature of vehicle access points;

(ix) Designate the amount of street dedication, roadway width or improvements within the street right-of-way;

(x) Designate the size, location, screening, drainage, surfacing or other improvement of parking or vehicle loading areas;

(xi) Limit or otherwise designate the number, size, location, and height of lighting of signs;

(xii) Limit the location and intensity of outdoor lighting, and/or requiring shielding thereof;

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(xiii) Require screening, landscaping or another facility to protect adjacent or nearby property, and designate standards for the installation or maintenance of such facility;

(xiv) Designate the size, height, location or constituent materials for on-site fencing;

(xv) Protect existing trees, vegetation, water resources, wildlife habitat or other significant natural resources;

(xvi) Require provisions for public access, both physical and visual, to natural, scenic and recreational resources;

(xvii) Require provisions for stormwater drainage, including designating the size, location, screening, or other improvements of detention ponds and related facilities;

(xviii) Impose special conditions on the proposed use to reasonably ensure its conformance with the surrounding neighborhood and the intent and purpose of the underlying zoning district; and

(xix) Require provision of public amenities that benefit the surrounding community;

(xx) Require building and site design changes to increase compatibility with the surrounding neighborhood.

(xxi) Require that necessary infrastructure is or will be made available to ensure safe transportation access and transportation concurrency;

(xxii) Require that necessary infrastructure is or will be made available to ensure that public safety responders have sufficient capacity to handle increased calls or expenses that will occur as the result of the facility;

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(xxiii) Require that all capital costs associated with on-site and off-site improvements necessitated by the facility are borne by the project sponsor to the extent legally permissible;

(xxiv) Require that the facility not unreasonably increase noise levels in residential areas, especially at night;

(xxv) Require visual screening be provided that will mitigate the visual impacts from streets and adjoining properties while using the principles of Crime Prevention through Environmental Design (CPTED);

(xxvi) Require that probable significant adverse environmental impacts, including but not limited to impacts to wetlands, shorelines and wildlife habitat, are adequately mitigated;

(xxvii) Require conditions to assure that any other applicable criteria set forth in this title are satisfied; and

(c) In the event that an EPF sited through a state or regional siting process cannot, by the imposition of reasonable conditions of approval, satisfy the criteria set forth in this section, the City shall approve the siting or expansion of the facility with such reasonable conditions of approval as may mitigate such impacts to the maximum extent practicable.

(d) The list of conditions enumerated in subsections (a) and (b) of this section is nonexclusive. Nothing in this chapter is intended to diminish or otherwise abridge the City's authority to require mitigation measures or impose conditions pursuant to any other applicable requirement, including but not limited to the SEPA regulations codified in chapter 16.05 DMMC.

(10) Alternative Process - development agreement.

(a) A Conditional Use Permit (CUP) or Unclassified Use Permit (UUP) shall not be required for an essential public

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facility as set forth in section 11(5) of this Ordinance if an applicant and the City agree to process the EPF with a development agreement, and the applicant demonstrates the following:

(i) The public has been notified and given an opportunity to comment in a process as rigorous as that required by chapter 18.20 and this chapter;

(ii) Proof of a published notice(s) regarding the proposed EPF in the City's official newspaper or equivalent media describing the proposal and soliciting comments, together with any written comments received on the proposed EPF;

(iii) Proof that the applicant has had at least one neighborhood meeting consistent with the requirements of section 11(6) of this Ordinance to discuss the proposed EPF;

(iv) An analysis of the facility siting criteria, including size, physical characteristics, support facilities, access, future expansion needs and analysis of alternative sites and a description of any applicable state or regional siting process;

(v) A description of general environmental, traffic and social impacts and proposed mitigation measures;

(vi) The site's relationship to the projected service area and distribution of similar facilities within that service area;

(vii) An analysis of the proposal's consistency with the City's comprehensive plan and applicable development regulations, and an identification of any inconsistencies; and

(viii) A proposed site plan and vicinity map with current zoning designations.

(b) An exemption from the CUP or UUP process shall not be deemed to exempt the EPF from any other applicable City, State and/or Federal regulations.

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(c) The development agreement shall contain such reasonable conditions as necessary to ensure the proposed essential public facility satisfies, to the extent practicable, the permit criteria therefor and does not unreasonably impact the public health, safety, environment and welfare as enumerated in sections 11(8) through 11(11) of this Ordinance.

(d) The City Council shall hold a public hearing prior to approval of the development agreement. At the hearing, any interested person may provide oral or written comment on matters relevant to the agreement. The City Council's decision shall be a final decision subject to appeal under chapter 36.70C RCW.

(11) Independent consultant review and environmental review.

(a) The City may require independent consultant review of an EPF proposal to assess its compliance with applicable regulations and the requirements of this chapter.

(b) If independent consultant review is required, the applicant shall bear and secure all consultant and City costs incurred in the preparation of studies or review as determined by the City. The applicant shall make a deposit with the City sufficient to defray the cost of such review. The applicant shall pay all costs prior to issuance of permits. Unexpended funds will be returned to the applicant following the final decision on the application.

(c) The applicant may, at its expense and to the extent determined by the City, provide additional studies or other information.

(d) Any applicant applying for an EPF shall pay the cost of environmental review and studies necessary under SEPA, pursuant to chapter 16.05 DMMC.

(12) Decision timing. The review, reconsideration and appeal process set forth in this chapter shall not be used to preclude an EPF. The City's decision-maker shall render a final,

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appealable decision with respect to an EPF within 240 days of the City's notice of completion regarding the permit application.

(13) Building permit application.

(a) Any building permit issued for an EPF approved under this chapter shall be consistent with all conditions of approval of the conditional use permit, unclassified use permit or development agreement, and other city requirements.

(b) In the event a building permit for an EPF is denied because the building permit application does not comply with construction codes, the City shall submit in writing the reasons for denial to the project applicant.

(c) No building or construction permits may be applied for prior to a conditional use permit, unclassified use permit, or development agreement approval for an EPF unless the applicant signs a written release acknowledging that such approval is neither guaranteed nor implied by the City's acceptance of the building or construction permit applications.

(d) The applicant shall expressly hold the City harmless and accept all financial risk associated with preparing and submitting construction plans before a final decision is made under this chapter.

(14) Suspension or revocation of permit. In the event a building permit for an EPF is denied, suspended or revoked due to a failure to comply with conditions of approval for the CUP, UUP, development agreement or other approval, the City Manager or City Manager's designee shall submit in writing the reasons for such action to the applicant.

NEW SECTION. Sec. 12. Codification. Section 11 of this Ordinance shall be codified as a new chapter in Title 18 DMMC entitled "*Essential Public Facilities.*"

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NEW SECTION. **Sec. 13. Severability - Construction.**

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

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

NEW SECTION. **Sec. 14. Effective date.** This Ordinance shall take effect and be in full force five (5) days after its final passage by the Des Moines City Council in accordance to law.

PASSED BY the City Council of the City of Des Moines this ____ day of ____, 2018 and signed in authentication thereof this ____ day of ____, 2018.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published: _____

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*RCW 36.70A.200**Siting of essential public facilities—Limitation on liability.*

(1) The comprehensive plan of each county and city that is planning under RCW 36.70A.040 shall include a process for identifying and siting essential public facilities. Essential public facilities include those facilities that are typically difficult to site, such as airports, state education facilities and state or regional transportation facilities as defined in RCW 47.06.140, regional transit authority facilities as defined in RCW 81.112.020, state and local correctional facilities, solid waste handling facilities, and inpatient facilities including substance abuse facilities, mental health facilities, group homes, and secure community transition facilities as defined in RCW 71.09.020.

(2) Each county and city planning under RCW 36.70A.040 shall, not later than September 1, 2002, establish a process, or amend its existing process, for identifying and siting essential public facilities and adopt or amend its development regulations as necessary to provide for the siting of secure community transition facilities consistent with statutory requirements applicable to these facilities.

(3) Any city or county not planning under RCW 36.70A.040 shall, not later than September 1, 2002, establish a process for siting secure community transition facilities and adopt or amend its development regulations as necessary to provide for the siting of such facilities consistent with statutory requirements applicable to these facilities.

(4) The office of financial management shall maintain a list of those essential state public facilities that are required or likely to be built within the next six years. The office of financial management may at any time add facilities to the list.

(5) No local comprehensive plan or development regulation may preclude the siting of essential public facilities.

(6) No person may bring a cause of action for civil damages based on the good faith actions of any county or city to provide for the siting of secure community transition facilities in accordance with this section and with the requirements of chapter 12, Laws of 2001 2nd sp. sess. For purposes of this subsection, "person" includes, but is not limited to, any individual, agency as defined in RCW 42.17A.005, corporation, partnership, association, and limited liability entity.

(7) Counties or cities siting facilities pursuant to subsection (2) or (3) of this section shall comply with RCW 71.09.341.

(8) The failure of a county or city to act by the deadlines established in subsections (2) and (3) of this section is not:

(a) A condition that would disqualify the county or city for grants, loans, or pledges under RCW 43.155.070 or 70.146.070;

(b) A consideration for grants or loans provided under RCW 43.17.250(3); or

(c) A basis for any petition under RCW 36.70A.260 or for any private cause of action.

[2013 c 275 § 5; 2011 c 60 § 17; 2010 c 62 § 1; 2002 c 68 § 2; 2001 2nd sp.s. c 12 § 205; 1998 c 171 § 3; 1991 sp.s. c 32 § 1.]

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WAC 365-196-550**Essential public facilities.**

(1) Determining what facilities are essential public facilities.

(a) The term "essential public facilities" refers to public facilities that are typically difficult to site. Consistent with county-wide planning policies, counties and cities should create their own lists of "essential public facilities," to include at a minimum those set forth in RCW 36.70A.200.

(b) For the purposes of identifying facilities subject to the "essential public facilities" siting process, it is not necessary that the facilities be publicly owned.

(c) Essential public facilities include both new and existing facilities. It may include the expansion of existing essential public facilities or support activities and facilities necessary for an essential public facility.

(d) The following facilities and types of facilities are identified in RCW 36.70A.200 as essential public facilities:

(i) Airports;

(ii) State education facilities;

(iii) State or regional transportation facilities;

(iv) Transportation facilities of statewide significance as defined in RCW 47.06.140. These include:

(A) The interstate highway system;

(B) Interregional state principal arterials including ferry connections that serve statewide travel;

(C) Intercity passenger rail services;

(D) Intercity high-speed ground transportation;

(E) Major passenger intermodal terminals excluding all airport facilities and services;

(F) The freight railroad system;

(G) The Columbia/Snake navigable river system;

(H) Marine port facilities and services that are related solely to marine activities affecting international and interstate trade;

(I) High capacity transportation systems.

(v) Regional transit authority facilities as defined under RCW 81.112.020;

(vi) State and local correctional facilities;

(vii) Solid waste handling facilities;

(viii) In-patient facilities, including substance abuse facilities;

(ix) Mental health facilities;

(x) Group homes;

(xi) Secure community transition facilities;

(xii) Any facility on the state ten-year capital plan maintained by the office of financial management.

(e) Essential public facility criteria apply to the facilities and not the operator. Cities and counties may not require applicants who operate essential public facilities to use an essential public facility siting process for projects that would otherwise be allowed by the development regulations. Applicants who operate essential public facilities may not use an essential public facility siting process to obtain approval for projects that are not essential public facilities.

(f) Regardless of whether it is a new, existing or an expansion or modification of an existing public facility, the major component in the identification of an essential public facility is whether it provides or is necessary to provide a public service and whether it is difficult to site.

(2) Criteria to determine if the facility is difficult to site. Any one or more of the following conditions is sufficient to make a facility difficult to site.

(a) The public facility needs a specific type of site of such as size, location, available public services, which there are few choices.

(b) The public facility needs to be located near another public facility or is an expansion of an essential public facility at an existing location.

(c) The public facility has, or is generally perceived by the public to have, significant adverse impacts that make it difficult to site.

(d) Use of the normal development review process would effectively preclude the siting of an essential public facility.

(e) Development regulations require the proposed facility to use an essential public facility siting process.

(3) Preclusion of essential public facilities.

(a) Cities and counties may not use their comprehensive plan or development regulations to preclude the siting of essential public facilities. Comprehensive plan provisions or development regulations preclude the siting of an essential public facility if their combined effects would make the siting of an essential public facility impossible or impracticable.

(i) Siting of an essential public facility is "impracticable" if it is incapable of being performed or accomplished by the means employed or at command.

(ii) Impracticability may also include restrictive zoning; comprehensive plan policies directing opposition to a regional decision; or the imposition of unreasonable conditions or requirements.

(iii) Limitations on essential public facilities such as capacity limits; internal staffing requirements; resident eligibility restrictions; internal security plan requirements; and provisions to demonstrate need may be considered preclusive in some circumstances.

(b) A local jurisdiction may not include criteria in its land use approval process which would allow the essential public facility to be denied, but may impose reasonable permitting requirements and require mitigation of the essential public facility's adverse effects.

(c) An essential public facility is not precluded simply because the comprehensive plan provisions would be too costly or time consuming to comply with.

(d) If the essential public facility and its location have been evaluated through a state or regional siting process, the county or city may not require the facility to go through the local siting process.

(e) Essential public facilities that are sited through a regional or state agency are distinct from those that are "sited by" a city or county or a private organization or individual. When a city or county is siting its own essential public facility, public or private, it is free to establish a nonpreclusive siting process with reasonable criteria.

(4) Comprehensive plan.

(a) Requirements:

(i) Each comprehensive plan shall include a process for identifying and siting essential public facilities. This process must be consistent with and implement applicable county-wide planning policies.

(ii) No local comprehensive plan may preclude the siting of essential public facilities.

(b) Recommendations for meeting requirements:

(i) Identification of essential public facilities. When identifying essential public facilities, counties and cities should take a broad view of what constitutes a public facility, involving the full range of services to the public provided by the government, substantially funded by the government, contracted for by the government, or provided by private entities subject to public service obligations.

(ii) Agreements among jurisdictions should be sought to mitigate any disproportionate financial burden which may fall on the county or city which becomes the site of a facility of a statewide, regional, or county-wide nature.

(iii) Where essential public facilities may be provided by special districts, the plans under which those districts operate must be consistent with the comprehensive plan of the city or county.

Counties and cities should adopt provisions for consultation to ensure that such districts exercise their powers in a way that does not conflict with the relevant comprehensive plan.

(c) The siting process should take into consideration the need for county-wide, regional, or statewide uniformity in connection with the kind of facility under review.

(5) Development regulations governing essential public facilities.

(a) Development regulations governing the siting of essential public facilities must be consistent with and implement the process set forth in the comprehensive plan.

(b) Except where county-wide planning policies have otherwise dictated siting choices, provision should be made for the possibility of siting each of the listed essential public facilities somewhere within each county's or city's planning area.

(c) Counties and cities should consider the criteria established in their comprehensive plan, in consultation with this section to determine if a project is an essential public facility. Counties and cities may also adopt criteria for identifying an essential public facility.

(d) If an essential public facility does not present siting difficulties and can be permitted through the normal development review process, project review should be through the normal development review process otherwise applicable to facilities of its type.

(e) If an essential public facility presents siting difficulties, the application should be reviewed using the essential public facility siting process.

(6) The essential public facility siting process.

(a) The siting process may not be used to deny the approval of the essential public facility. The purpose of the essential public facility siting process is to allow a county or city to impose reasonable conditions on an essential public facility necessary to mitigate the impacts of the project while ensuring that its development regulations do not preclude the siting of an essential public facility.

(b) The review process for siting essential public facilities should include a requirement for notice and an opportunity to comment to other interested counties and cities and the public.

(c) The permit process may include reasonable requirements such as a conditional use permit, but the process used must ensure a decision on the essential public facility is completed without unreasonable delay.

(d) The essential public facility siting process should identify what conditions are necessary to mitigate the impacts associated with the essential public facility. The combination of any existing development regulations and any new conditions may not render impossible or impracticable, the siting, development or operation of the essential public facility.

(e) Counties and cities should consider the extent to which design conditions can be used to make a facility compatible with its surroundings. Counties and cities may also consider provisions for amenities or incentives for neighborhoods in which facilities are sited. Any conditions imposed must be necessary to mitigate an identified impact of the essential public facility.

[Statutory Authority: RCW 36.70A.050, 36.70A.190. WSR 10-22-103, § 365-196-550, filed 11/2/10, effective 12/3/10; WSR 10-03-085, § 365-196-550, filed 1/19/10, effective 2/19/10.]

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Denise Lathrop

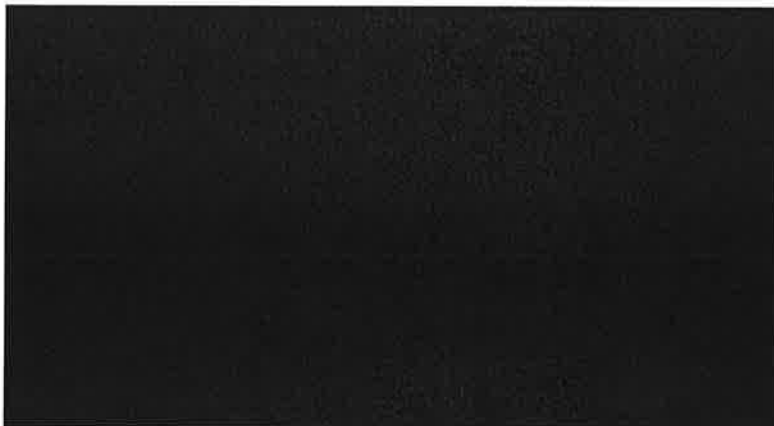
From: Doreen Harper <crfancygirl@yahoo.com>
Sent: Thursday, April 28, 2016 3:07 PM
To: Denise Lathrop
Cc: CityCouncil
Subject: LUA2015-0065 SEPA Checklist-Essential Public Facilities Development Regulations

This message is in response to the NDNS and Public Hearing regarding the addition of a new chapter to Title 18 of the DMMC regarding the siting of Essential Public Facilities (EPF).

Given the recent controversy of an EPF that was to be sited in the Woodmont neighborhood near an elementary school and public library, it would be the correct and proper time to establish 1000' boundaries in order to protect the children and families in our community. Granted, there are several classifications of EPF's, however those that could potentially cause safety concerns to children, families and the elderly, should be highly scrutinized and certainly not allowed to be built in an area where there is a concentration of a population that could be at risk of harm. A 1000 foot buffer, much like the marijuana dispensaries and homeless encampments, should be used as a guideline when determining the potential siting of an EPF with respect to WAC 365-196-550 (1 vi, viii, ix, x, xi, xii)

- (vi) State and local correctional facilities;
- (viii) In-patient facilities, including substance abuse facilities;
- (ix) Mental health facilities;
- (x) Group homes;
- (xi) Secure community transition facilities
- (xii) Any facility on the state ten-year capital plan maintained by the office of financial management.

WAC 365-196-550: Essential public facilities.



**WAC 365-196-550: Essential
public facilities.**

Facilities such as these should be limited to business districts and if there is an overlap in allowed zoning, then the 1000' buffer should prevail over the siting decision in order to protect the health, safety and welfare of families with children and/or the elderly.

In addition, siting EPF's and factoring in it's environmental impact needs to be more thoroughly evaluated. The Woodmont Recovery Center NDS and environmental review was amateurish at best. The fact that a facility dispensing methadone and treating drug addicts who would eliminate and dispose of toxins on a daily basis into our sewer system, wasn't considered an environmental issue with our ground water, waste treatment or management. Concerns such as these should be addressed early on in the process when deciding if there is a Determination of Non-significance with the environment. If I misunderstand the purpose and procedure of this whole process, please accept my apology for not catching up to speed fast enough. However, for an EPF like the WRC to pass all the way into the building permit stage without acknowledgment of it's toxic impact, it seems that not every aspect is being thoroughly evaluated when decisions are being made. Siting EPF's should be held to higher scrutiny because of their potential impact on the community. The state should consider adopting the 1000' buffers around schools (and the like) along with having a more thorough environmental review process. Hopefully they will follow your lead if you choose to implement them.

Thank you for your time and consideration.
Sincerely,
Doreen Harper

26625 16th Ave. South
Des Moines, WA 98198

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Puget Sound Gateway Project
SR 167 and SR 509 Completion Projects – Local
Funding Commitment

ATTACHMENTS:

1. Draft Funding Commitment letter
2. Project Funding Strategy Matrix
3. Categories for Local Net Benefits
4. Local Benefits Assessment Process
5. City of Des Moines Net Benefit
Assessment Overview
6. Initial Grant Application Status

FOR AGENDA OF: March 22, 2018

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: March 14, 2018

CLEARANCES:

- ☐ Community Development N/A
- ☐ Marina N/A
- ☐ Parks, Recreation & Senior Services N/A
- ☒ Public Works PBC

CHIEF OPERATIONS OFFICER: DJB

- ☒ Legal 56
- ☒ Finance CP
- ☐ Courts N/A
- ☐ Police N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this agenda item is for the City Council to commit \$500,000 to the Puget Sound Gateway Project (SR 167 and SR 509 Completion Projects), towards its obligation to provide local funding for the SR 509 Project and authorize the City Manager to sign a funding commitment letter. A current draft of the letter is provided as Attachment 1. Staff recommends approval of the following suggested motions:

Suggested Motions

Motion 1: “I move to direct the City Manager to sign a letter of commitment for \$500,000 in support of the Puget Sound Gateway Project – SR 509, subject to final terms and conditions acceptable to the City Attorney and Chief Operations Officer”.

Motion 2: “I move to direct the Public Works Director to include the SR 509 Project in the next update to the Transportation Improvement Plan (TIP), and the next 6-year Capital Improvement Plan (CIP)”.

Background

The Washington State Legislature passed a transportation package in 2015 which included the Puget Sound Gateway Project. The Puget Sound Gateway Project extends SR 167 in Pierce County and SR 509 in King County. When the legislature passed this package, local contributors were required to help fund the construction of these projects. The agencies required to participate in making local contributions were not specifically identified.

A total of \$130 million in local contributions is required for the Puget Sound Gateway Project. This has been broken down further by \$60 million for the SR 509 Project and \$70 million for the SR 167 Project. The Port of Tacoma and the Port of Seattle have committed \$60 million, \$30 million to each project. The remaining \$70 million will come from other local agencies and a variety of other funding sources like state and federal grant programs. A summary of the current Project Funding Strategy Matrix is provided as Attachment 2. If the remaining local contributions are not identified, some elements of the Puget Sound Gateway Project would likely be eliminated. Two such project elements that would impact the City of Des Moines are the Veterans Drive Extension and the SeaTac Access.

A process is currently underway with WSDOT and representatives from many other jurisdictions (approximately 20 different agencies) to discuss how to address the local funding issue. This process includes regular meetings with the executive committee members from both the SR 167 and SR 509 projects, and more recently meetings of the local funding sub-committee members. The City of Des Moines is represented on these committees by Councilmembers Matt Mahoney and Rob Back. Former Councilmember Dave Kaplan is providing Transportation Policy support as well. The deadline is for the local jurisdictions to complete a Memorandum of Understanding (MOU) with the state by June 2018. The MOU would be presented to the Legislature in late June/early July.

In order to reduce the burden of funding contributions on the local jurisdictions, the local funding sub-committee members have worked together with WSDOT and the funding and phasing subcommittee's independent analysis team of Steve Gorcester (an independent grant strategist), Rita Brogan (an independent facilitator), and Andrew Bjorn (an economic consultant from BERK) to develop a grant funding strategy concept that will: 1) develop a funding partnership, 2) leverage partner match with grants, 3) provide benefit assessments to partners, 4) scale match contributions with relative net benefits, and 5) pursue grants and apply grants towards the local share required by the Legislature.

Local Benefit Assessments

The overarching consensus is that partner agencies that benefit most from the Puget Sound Gateway Project should contribute more than agencies that have little to no benefit. WSDOT initiated a local benefit assessment process using a team of consultants, which looked at an assessment of local net benefits for all local agencies in the study area. The assessment used nine categories to measure net benefits. A list of the categories is provided in Attachment 3. Each category was weighted on a scale of one to four, with four being the highest net benefit in that category.

Each City was then placed in a proposed participation level categorized into one of three tiers, based on the relative benefit. Those tiers include:

- Tier 1 receiving significant direct benefits,
- Tier 2 receiving moderate benefits due to improved accessibility, and
- Tier 3 receiving a nominal level of benefits.

Tier 1 cities are expected to contribute \$2 million and Tier 2 cities are expected to contribute \$1 million. While Tier 3 cities are not expected to provide substantial financial contributions, they are expected to provide project support in several other ways, such as co-sponsoring and supporting grant applications.

The City of Des Moines has been identified as a Tier 2 City. City staff has provided WSDOT and their consultant team with some general questions about the benefit assessment and is currently waiting for a response. It is highly unlikely that the City's Tier 2 designation will change. The assessment is not an "invoice" but rather an overall evaluation of the net benefit that will help frame the development of the MOU for local contributions as intended by the Washington State Legislature. The assessment was based on a "build" vs a "no build" scenario. More information about the local benefits assessment process is provided in Attachment 4, and the overview of the net benefit assessment for the City of Des Moines is provided as Attachment 5.

Grant Funding Partnerships and Phasing

The Puget Sound Gateway Project continues to be a benefit to all partners. The grant-focused strategy will leverage local match funds with grants to provide the necessary funding. An MOU will be developed in the coming months that will require commitments to match, but the funds are paid in the future during project construction.

Grants applications will occur over the life of the project (expected to be more than 10 years). Grant applications for the initial stage of the project are currently underway. A list of the current grant applications is provided as Attachment 6.

Development of MOU

A draft of the MOU is currently being reviewed and will be presented and discussed at the next executive committee meeting, currently scheduled for April 5th, 2018. Work will continue on the MOU, through April and May, and it is anticipated that the MOU will come to the City Council in June.

Discussion

The grant funding strategy that has been developed by the subcommittee is a crucial element of the local funding requirement. Without significant grant funds, completion of the Puget Sound Gateway Project is in jeopardy. To obtain the necessary grant funds, funding partnerships will be essential, and time is of the essence. While the MOU is still under review and will not likely be complete for several months, there are several grant applications currently moving forward (see Attachment 6). Two of the grant applications represent portions of the SR 509 project that would benefit Des Moines: the Kent Veterans Drive West Corridor Completion, and the SeaTac Access (SR 509 - Stage 1). Des Moines can provide its financial support for these two project elements which will help bolster the competitiveness of these two grant applications and help make the outcome a positive result. At the same time, this matching support will help fulfill our local funding expectations.

Financial Impact

While Tier 2 cities, like the City of Des Moines, are expected to contribute \$1 million to the project, this number is negotiable based on relative benefits. Negotiations would take place during the development of the MOU, and subsequent Interlocal Agreements that would ultimately facilitate the financial contributions. Financial payments for our contribution would not be due until the 2022-2025 timeframe and would be invoiced based on construction progress payments.

A number of potential offsetting revenue sources have been identified that would cover most if not all of the \$500,000 project contribution. Construction of the SR 509 project would generate approximately \$270,000 in sales tax revenue for the City of Des Moines. WSDOT will also be surplussing a large amount of Historic SR 509 right-of-way that runs through the middle of Des Moines. This property has been sitting dormant and unused for decades. While a lot of the property is wetlands, buffer, and critical area, some of this property is available for development. The Port of Seattle and WSDOT are currently in negotiations on some of this property (north of South 216th Street), which is currently zoned Business Park. When developed, the City would see various revenues including leasehold excise taxes, utility taxes, construction sales taxes, REET, and other permit fees. Other surplussed property could be developed residential, providing new on-going property tax revenue.

Alternatives

The City Council may:

- 1) Make modifications to the draft letter of commitment;
- 2) Decline to pass the suggested motions.

Recommendation

Staff recommends Council pass the suggested motions.

March 23, 2018

Craig Stone
Program Administrator – Puget Sound Gateway Program
Washington State Department of Transportation
310 Maple Park SE
Olympia, WA 98504

RE: SR 509 – Local Funding Commitment

Dear Mr. Stone:

The City of Des Moines supports the Puget Sound Gateway Program including the SR 509 Extension project in King County.

We know that the City of Kent is applying for Surface Transportation Program grant funds through the PSRC for their Veterans Drive Extension project, and that WSDOT will also be applying for Surface Transportation Program grant funds through the PSRC for the SeaTac Access Project.

The Des Moines City Council voted at their March 22, 2018 meeting to commit a total of \$500,000 of matching funds for grant applications related to the SR 509 Extension Project. We are willing to work with the project team(s) to determine where it would be most advantageous to use these match funds, so that it would provide the most leverage to the overall grant process. Des Moines wants to see both projects selected for grant funding, and the City is willing to partner on one or both of these projects.

The financial commitment provided by Des Moines will go towards meeting the local contribution mandated by the Washington State Legislature when the Connecting Washington Transportation package was passed, and is intended to fully meet our match contribution, relative to the net benefits of the SR 509 project.

Please let me know if you have any questions or need any other information.

Sincerely,

Michael Matthias
City Manager

Copy: Dan Brewer, Chief Operations Officer
Brandon Carver, Public Works Director
Andrew Merges, Transportation Manager

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Grant Strategy: The numbers

Projects	SR 167	SR 509	TOTAL
Port contributions	\$30 million	\$30 million	\$60 million
Federal INFRA grant	\$10 million	\$10 million	\$20 million
Local partner match	\$10 million	\$10 million	\$20 million
Other Grants (PSRC, FMSIB, TIB)	\$20 million	\$10 million	\$30 million
Potential Total	\$70 million	\$60 million	\$130 million

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Categories of Local Net Benefits

1. Direct transportation linkages
2. Effects on local sales taxes
3. Travel time savings
4. Traffic diversion from local streets
5. Effects on local employment
6. Effects on developable residential lands
7. Effects on developable employment lands
8. Achievement of local policy goals
9. Environmental and social benefits

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Puget Sound Gateway Partner Assessments

DRAFT: February 23, 2018

Introduction and Purpose

In July 2015, the Washington State Legislature and Governor Inslee acted to fund the Puget Sound Gateway Program through the Connecting Washington revenue package. The Puget Sound Gateway Program is comprised of two projects: completion of State Route (SR) 167 in Pierce County, and completion of State Route (SR) 509 in King County.

In funding the Puget Sound Gateway Program, the Legislature directed that \$130 million of the \$1.9 billion is to come through local funding sources. In the 2017 session, they directed the Secretary of Transportation to develop a Memorandum of Understanding with local project stakeholders that identifies a schedule for stakeholders to provide local matching funds for the Puget Sound Gateway project.

This series of Partner Assessments is intended to provide an overview of the economic and transportation benefits that will accrue to the local jurisdictions due to the Gateway Program. These packages of benefits are provided to assist in the development of the Memorandum of Understanding with local project partners.

Content

The Partner Assessments include descriptions of overall net benefits to individual communities on folio sheets, with one summary sheet provided for each community. These sheets include the following:

Overview Map

An overview map is provided at the beginning of the folio sheet, which highlights the community and locations of interest with the project. These maps include the following elements:

- Local alignments of the SR 167 and SR 509 Completion Projects at full construction of Phase 1
- Changes in traffic volumes between the “build” and “no build” scenarios for 2025 at the completion of the projects, with blue colors representing decreased volumes of traffic for the combined AM/PM peak periods, and red colors representing increases in traffic volume
- Designated Regional Growth Centers (RGCs) and Manufacturing and Industrial Centers (MICs)
- Call-outs highlighting major elements of the assessment on the map

Note that the representation of traffic volume changes is intended to highlight major changes in regional traffic. These indicators are general metrics that do not show whether local street / highway capacity is exceeded, or if there are impacts to levels of service in the study area. Specific information on the results of regional traffic modeling should be reviewed for areas of interest.

Overview

An overview of the community is provided, with population, local government budget, and employment statistics provided. For cities, a series of benefit categories evaluated under the assessment are also included, with general qualitative scores indicating the relative benefits provided to the community in these groups. These categories include:

1. **Direct transportation linkages.** This category evaluates whether the location of direct access points for new limited access highways or other transportation infrastructure benefits the community.
2. **Effects on local sales taxes.** In this category, the impacts of the projects to sales tax receipts are evaluated, both in terms of one-time construction sales taxes for the project, and ongoing sales taxes from impacts to commercial uses.
3. **Travel time savings.** This category provides an assessment of the travel time savings for car and truck traffic associated with constructing the SR 167 and SR 509 Completion Projects.
4. **Traffic diversion from local streets.** Traffic volumes are evaluated between the “build” and “no-build” scenarios, and the diversion of traffic from local arterials is highlighted due to the positive impacts to traffic safety and local road maintenance.
5. **Effects on local employment.** The possible effects of improved accessibility are reviewed, particularly in the context of access to new or potential employment uses.
6. **Effects on developable residential lands.** This category indicates the potential impacts of changes in traffic flow and accessibility on residential land development, with a focus on areas within the jurisdiction that are available for redevelopment.
7. **Effects on developable employment lands.** This category indicates the potential impacts of changes in traffic flow and accessibility on the development or redevelopment of commercial and industrial lands.
8. **Achievement of local policy goals.** The alignment of the WSDOT Gateway Program with local plans and policies is highlighted with this indicator, noting cases where these projects are considered by the jurisdiction in their own operations.
9. **Environmental and social benefits.** Finally, there are certain environmental and social benefits specifically linked to these projects, including upgrades to pedestrian and cycling infrastructure, and wetlands and riparian restoration. These elements are highlighted as part of this category.

Each of these categories is provided with a qualitative ranking as follows:

- 
High benefits, which typically include the primary considerations for the jurisdiction with the Completion Projects
- 
Moderate benefits, which include significant benefits important to consider by the community with the Completion Projects
- 
Low benefits, which typically include minor benefits that will affect the community, but are not likely large enough to be a main consideration
- 
Negligible benefits which indicate low or no benefit in this category; note that this also includes cases where **net costs** are experienced by the community

A roll-up summary of the rankings for all the cities in the study area is provided in this document for reference, with each community generally ordered by the benefits received from the Program.

Proposed Participation Level

A summary of the relationship between identified community benefits and participation under the Puget Sound Gateway Program Memorandum of Understanding (MOU) is provided. “Tiers” classify the levels of benefit received by each community and define the resource commitments to the Puget Sound Gateway Project. These Tiers include the following:

- **Tier 1** communities, which are serviced directly by the new highway alignments and receive significant direct benefits due to improved accessibility.
- **Tier 2** communities, which are located close to the new highway alignments and receive moderate to high benefits due to improved accessibility.
- **Tier 3** communities, which receive overall benefits from improvements to regional accessibility, but only receive nominal direct benefit.

For each community, the responsibilities in the Program associated with their Tier are also identified, ranging from direct contribution of matching funds to projects, to participation in project meetings and reviews. Note that these responsibilities are not final and may be revised based on the content of the MOU.

Note that the classification of the cities involved in the Program are also provided in the roll-up in this section.

Description of Net Benefits

A more detailed explanation of the net benefits received from the projects of the Gateway Program are provided in this section. The identified characteristics are typically the most significant for a community and provide an understanding of both the costs and benefits associated with projects under the Program.

These descriptions are divided into three main categories:

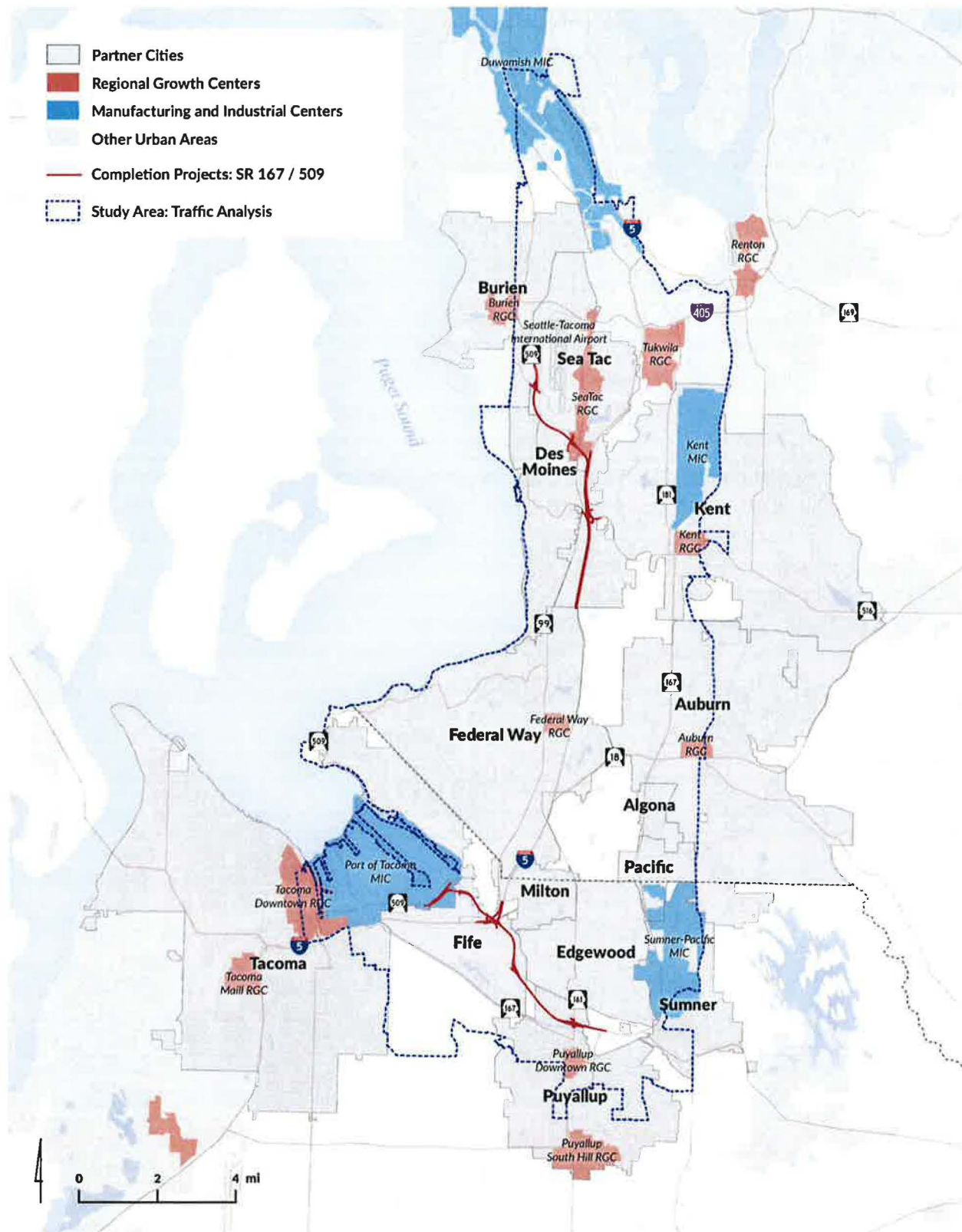
- **Direct effects** include the outcomes of these projects that are directly related to the transportation network. This can include regional travel times to major destinations, overall travel time savings, changes in traffic flow, and diversion of traffic volumes.
- **Indirect effects** include project outcomes that are linked to transportation but are not directly related to changes in the transportation system. This includes the effects of changes in accessibility on economic activity, residential and commercial development, and retail sales receipts.
- **Social and policy effects** include two distinct categories of outcomes. Social effects describe elements of the project that are not related to motorized transportation but will have an impact on the community, such as wetlands restoration or development of sidewalks and cycling trails. Policy effects indicate how projects under the Gateway Program will fulfill the objectives and goals of community plans, policies, and programs.

For cities, each of these descriptions are also classified according to the nine categories used in the Overview on the first page of the assessment. The category numbers are provided as end notes for reference.

Partner Benefit Assessment Summary: WSDOT Gateway Program

		1 Direct transportation linkages	2 Impacts to local sales taxes	3 Travel time savings	4 Traffic diversion from local streets	5 Impacts to local employment	6 Impacts to developable residential lands	7 Impacts to developable employment lands	8 Achievement of local policy goals	9 Environmental and social benefits
TIER 1	Fife	● ● ● ●	● ● ● ●	○ ● ● ●	● ● ● ●	● ● ● ●	○ ○ ● ●	○ ○ ● ●	● ● ● ●	○ ● ● ●
	Puyallup	● ● ● ●	○ ● ● ●	● ● ● ●	○ ● ● ●	● ● ● ●	● ● ● ●	○ ● ● ●	● ● ● ●	○ ○ ● ●
	Kent	● ● ● ●	○ ● ● ●	○ ● ● ●	○ ● ● ●	● ● ● ●	● ● ● ●	● ● ● ●	○ ● ● ●	○ ○ ● ●
	SeaTac	● ● ● ●	● ● ● ●	○ ● ● ●	○ ● ● ●	● ● ● ●	○ ○ ● ●	○ ● ● ●	● ● ● ●	○ ○ ● ●
	Tacoma	● ● ● ●	○ ○ ● ●	○ ● ● ●	○ ○ ● ●	● ● ● ●	○ ○ ● ●	○ ● ● ●	● ● ● ●	○ ○ ● ●
TIER 2	Des Moines	○ ● ● ●	○ ○ ● ●	○ ● ● ●	● ● ● ●	○ ○ ● ●	○ ● ● ●	○ ○ ● ●	● ● ● ●	○ ● ● ●
	Sumner	○ ● ● ●	○ ○ ○ ●	● ● ● ●	○ ○ ○ ●	● ● ● ●	○ ● ● ●	● ● ● ●	○ ● ● ●	○ ○ ○ ●
	Pacific	○ ● ● ●	○ ○ ○ ●	○ ● ● ●	○ ● ● ●	● ● ● ●	○ ○ ● ●	● ● ● ●	○ ● ● ●	○ ○ ○ ●
TIER 3	Federal Way	○ ○ ○ ●	○ ○ ○ ●	○ ● ● ●	○ ○ ● ●	○ ● ● ●	○ ● ● ●	○ ● ● ●	○ ○ ● ●	○ ○ ○ ●
	Milton	○ ○ ● ●	○ ○ ○ ●	○ ○ ● ●	● ● ● ●	○ ○ ○ ●	○ ● ● ●	○ ○ ○ ●	○ ● ● ●	○ ○ ● ●
	Edgewood	○ ○ ● ●	○ ○ ○ ●	○ ● ● ●	● ● ● ●	○ ○ ○ ●	○ ● ● ●	○ ○ ○ ●	○ ○ ○ ●	○ ○ ○ ●
	Algona	○ ○ ○ ●	○ ○ ○ ●	○ ○ ● ●	○ ○ ● ●	○ ○ ● ●	○ ○ ● ●	○ ○ ● ●	○ ○ ● ●	○ ○ ○ ●
	Auburn	○ ○ ○ ●	○ ○ ○ ●	○ ○ ● ●	○ ○ ● ●	○ ○ ● ●	○ ○ ● ●	○ ○ ● ●	○ ○ ● ●	○ ○ ○ ●
	Burien	○ ○ ● ●	○ ○ ○ ●	○ ○ ● ●	○ ○ ○ ●	○ ○ ○ ●	○ ○ ● ●	○ ○ ● ●	○ ○ ● ●	○ ○ ● ●

Partner Benefit Assessment: Study Area

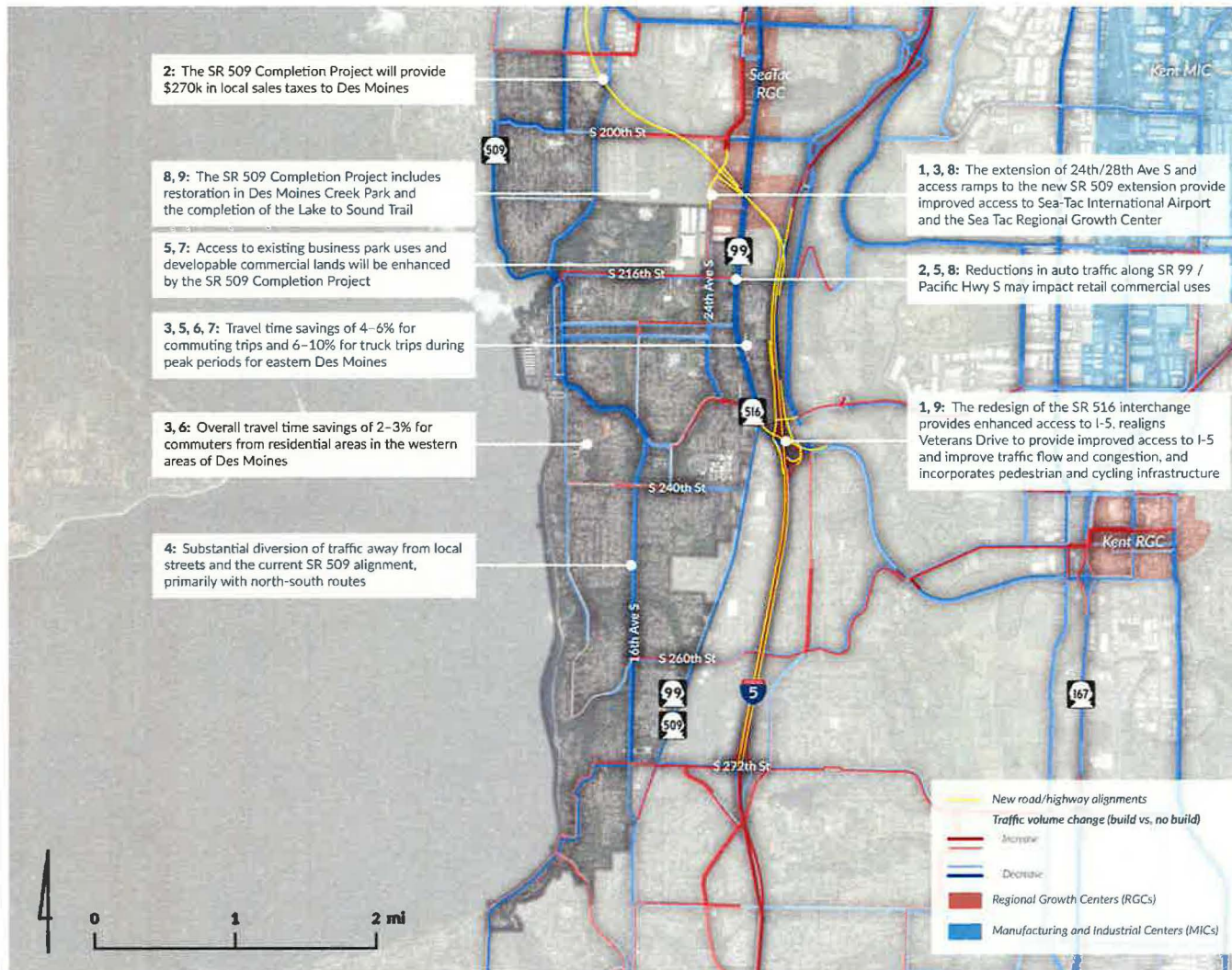


DRAFT: February 23, 2018

6

Puget Sound Gateway Partner Assessment

City of Des Moines



Overview

Population: 30,860 (2017 est.)
Employment: 6,273 (2016)
Operating Budget: \$39.2 million (2017)

The City of Des Moines is expected to receive **moderate to high** net local benefits under the Puget Sound Gateway Program, based on the characteristics summarized below:

- 1. Direct transportation linkages
- 2. Effects on local sales taxes
- 3. Travel time savings
- 4. Traffic diversion from local streets
- 5. Effects on local employment
- 6. Effects on developable residential lands
- 7. Effects on developable employment lands
- 8. Achievement of local policy goals
- 9. Environmental and social benefits

Des Moines is located to the southwest of the new SR 509 alignment, with major access to the new alignment, the SeaTac Regional Growth Center, and Sea-Tac International Airport provided via the 24th/28th Ave S extension to the north of the city. Improvements to the I-5 interchange at SR 516 / Kent Des Moines Rd and Veterans Drive in Kent will provide improved access and traffic flow at this access point.

The improved link to the airport and the redesigned I-5 interchange provide the city with greater accessibility and there are overall travel time savings for car and truck traffic, especially around the SR 99 / Pacific Hwy S area. Traffic volumes for north-south routes are also reduced for the SR 99 and current SR 509 alignments, with notable reductions in truck traffic along these routes.

For More Information

www.wsdot.wa.gov/projects/gateway

Andrew Bjorn, BERK Consulting
 andrew@berkconsulting.com
 (206) 493-2384

DRAFT: 23 February 2018

Proposed Participation Level: Tier Two

Per the Policy adopted by the Puget Sound Gateway Funding and Phasing Subcommittee outlining three tiers of participation, the City of Des Moines commits to the following responsibilities as a **Tier 2** partner:

- **Contribute to local nexus projects.** The City would commit to providing funding and rights-of-way (if applicable) to local nexus projects that would constitute part of the SR 509 completion program. This would relate primarily to the 24th/28th Ave S extension to the north of the city and improvements to the I-5 interchange at SR 516 / Kent Des Moines Rd.
- **Support project and grant requests.** The City would commit to supporting project and grant requests that are included under the Gateway Program. This includes providing letters of support to grant applications as necessary, and coordinating applications for other transportation funding to reduce conflicts.
- **Participate in project meetings and reviews.** The City would commit to participating in project meetings and project development reviews for the Puget Sound Gateway Program and allocate sufficient staff time for attendance and participation.

What Tiers are included under the assessments?

The Partner Assessments are structured around three Tiers that classify the levels of benefit received by each community along a continuum, and define the resource commitments to the Puget Sound Gateway Project:

- **Tier 1** communities are serviced directly by the new highway alignments, and receive significant direct benefits due to improved accessibility.
- **Tier 2** communities are located close to the new highway alignments, and receive moderate to high benefits due to improved accessibility.
- **Tier 3** communities receive overall benefits from improvements to regional accessibility, but only receive nominal benefits directly.

What Are the Net Benefits to the City of Des Moines?

The Puget Sound Gateway Program is expected to provide the following net benefits to the City of Des Moines:

Direct Effects

- **Linkages to transportation networks are created and improved.** The reconstruction of the I-5 / SR 516 interchange and the development of the 24th/28th Ave S extension for access to Sea-Tac International Airport will provide improved connections with regional and local transportation networks. (1,3)
- **Single and high-occupancy vehicles will experience moderate to low overall travel time savings.** Compared to the no-build scenario, there will be moderate to low improvements in commuting travel time, because of improved access to I-5 and locations to the north. On average expect total travel time savings to range from up to 7% for locations in the east along I-5, to 2–3% for locations in other parts of the city. (3)
- **There will be moderate travel time savings for truck traffic in the city.** Expect to see 6–10% overall time savings for truck traffic to and from the western portion of the city, with 4% savings expected for the south and less than 2% savings elsewhere, driven by improved regional access. (3)
- **Significant truck traffic will be diverted from city streets onto alternate routes.** Expect a 42% reduction in truck traffic VMT for on local streets during AM peak periods and 53% during PM peaks, especially on Kent Des Moines Rd, Marine View Dr S, and 16th Ave S. Other significant benefits include reduced maintenance, capacity improvements, and local safety. (4)
- **Des Moines will receive modest sales tax revenue from project construction.** Based on a preliminary assessment of the SR 509 alignment included in the city, Des Moines should receive about \$270,000 in local sales tax from construction activities (assuming an ongoing local tax rate of 0.85%). This is about 5% of the total sales taxes generated by cities from the SR 509 Completion Project, and almost one-third is generated as part of Stage 1. (2)

Indirect Effects

- **Building local and regional transportation connections will support opportunities for economic development.** Employment in Des Moines was 6,273 in 2016, with about half of local employment in Des Moines comes from health care services and education. The city has been working to encourage new commercial growth in the city with new business park development near the 24th/28th Ave S extension, which provides improved access to the Sea-Tac International Airport. Additional improvements to the area that enhance accessibility further can encourage further development of business park uses in the north, as well as new development and redevelopment in commercial areas to the east. (5, 7)
- **Addressing future traffic congestion may improve conditions for local residential development.** Improvements to travel time and reductions in traffic volumes can make available opportunities for new development more attractive and feasible in Des Moines. (6)
- **Impacts on retail sales taxes may be possible, depending on the long-term mix of uses.** Changes in traffic flow and street patterns will reduce traffic volumes on major corridors, including some that include auto-oriented uses. This includes the section of SR 99 / Pacific Hwy S included in the city. Retail sales taxes may be reduced versus the "no build" scenario, depending on the mix of uses that can be supported on this corridor with the shift in traffic. (2)

Social and Policy Effects

- **The City Comprehensive Plan specifically highlights the SR 509 and 24th/28th Ave S projects as priorities.** Des Moines' 2015 Comprehensive Plan indicates that the planned extension of SR 509 "should be completed as soon as possible" (TR 2.7), with strong advocacy from the City to provide for the completion of the project. Planning for the 24th/28th Ave S extension project is also highlighted as part of this effort. (8)
- **Riparian and wetlands mitigation and restoration in Des Moines Creek Park will be incorporated into the Program.** The Project includes significant restoration to mitigate impacts of the project and restore wetlands and riparian areas in Des Moines Creek Park. (9)
- **The development of the final segment Lake to Sound Trail will be integrated with the construction of the new SR 509 alignment.** The final segment of the Lake to Sound Trail is planned as part of the SR 509 Completion Project. This project will complete the 16-mile non-motorized trail from Lake Washington to Puget Sound, which passes through Des Moines and will support regional pedestrian and cycling. (9)
- **The SR 516 interchange with I-5 incorporates pedestrian and cycling infrastructure.** Planning for the redesigned SR 516 interchange incorporates pedestrian and cycling infrastructure to improve road safety in the area. (9)

Grant Update

- Fife Interurban Trail, Capital Budget
 - \$1,200,000
- Fife 70th Avenue E Bottleneck, FMSIB
 - \$5,000,000
 - Application due March 30
- Kent Veterans Drive West Corridor Completion, PSRC
 - \$4,500,000
 - Cleared SCATBrd
 - Due March 9 and April 19
- SeaTac Access (SR 509 Stage 1), PSRC
 - \$4,500,000
 - Due April 19
- Port of Tacoma Spur, I-5/SR 167 to SR 509, PSRC
 - \$4,500,000
 - Cleared Pierce County TCC, PSRC
 - Due April 19

Grant and Match Financial Plan: Stage 1 and Ports

Local Nexus Project	Program	Target	Target Amt	Match	Partner	
70th Ave E	FMSIB	Mar 2018	\$5M	\$1.6M	Fife	
	TIB	Aug 2018	\$5M	\$0.5M	Tacoma	
				\$3M	Port of Tacoma	
Veterans Dr	PSRC	Apr 2018	\$4.5M	\$1M	Kent	
	TIB	Aug 2020	\$5M			
Sea Tac Access	PSRC	Apr 2018	\$4.5M	\$1M	Kent	
				\$2M	SeaTac (ROW)	
Port of Tacoma Spur	PSRC	Apr 2018	\$4.5M	\$1.5M	Tacoma	
				\$3M	Port of Tacoma	
All Gateway	INFRA	Nov 2017	\$20M	\$24M	Port of Tacoma	
				\$30M	Port of Seattle	
STAGE 1 TOTAL			\$48.5M	\$67.6M		\$116.1M

Grant and Match Financial Plan: Stage 2

Local Nexus Project	Target	Target Amt	Match	Partner
SR 167/ Meridian W	2023	\$3M	\$2M	Puyallup
SR 167/Valley Ave	2023	\$3M	\$2M	Pierce County
SR 509/188 th IC	2023			SeaTac
SR 167 Stage 2	2023	\$4M	\$.5M	Edgewood Sumner
SR 509 Stage 2	2023	\$4M		Des Moines
STAGE 2 TOTAL		\$14M	\$4.5M	\$18,500,000
PROGRAM TOTAL		\$62.5M	\$72.1M	\$134,600,000

[illegible]

[illegible]