

AGENDA

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

March 28, 2019 – 7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC – 20 minutes

***Please Note:** Public comment will be limited to 20 minutes. If time allows, we will resume public comment at the end of our meeting after all official business has been conducted.*

BOARD & COMMITTEE REPORTS/COUNCILMEMBER COMMENTS – 30 minutes

PRESIDING OFFICER'S REPORT

ADMINISTRATION REPORT

CONSENT CALENDAR

- | | | | | | | | | | | | | | | | | | | | | |
|---|----------------|--|---------------------------|----------------|---------------|--|--|---------------|---------------------------|-------------|---------------|----------------|---------------|-------------|------------------------|----------------|---------------|---|--|----------------|
| Page 5 | Item 1: | <p>APPROVAL OF VOUCHERS</p> <p><u>Motion</u> is to approve for payment vouchers and payroll transfers through March 28, 2019 included in the attached list and further described as follows:</p> <table border="0" style="width: 100%;"> <tr> <td>Total A/P Checks/Vouchers</td> <td>#156911-157061</td> <td style="text-align: right;">\$ 565,204.91</td> </tr> <tr> <td>Total Void Checks from Previous Check Runs</td> <td></td> <td style="text-align: right;">\$ (6,229.31)</td> </tr> <tr> <td>Electronic Wire Transfers</td> <td># 1201-1206</td> <td style="text-align: right;">\$ 484,548.46</td> </tr> <tr> <td>Payroll Checks</td> <td># 19145-19148</td> <td style="text-align: right;">\$ 2,014.39</td> </tr> <tr> <td>Payroll Direct Deposit</td> <td>#120001-120172</td> <td style="text-align: right;">\$ 354,353.98</td> </tr> <tr> <td>Total Checks and Wires for A/P and Payroll:</td> <td></td> <td style="text-align: right;">\$1,399,892.43</td> </tr> </table> | Total A/P Checks/Vouchers | #156911-157061 | \$ 565,204.91 | Total Void Checks from Previous Check Runs | | \$ (6,229.31) | Electronic Wire Transfers | # 1201-1206 | \$ 484,548.46 | Payroll Checks | # 19145-19148 | \$ 2,014.39 | Payroll Direct Deposit | #120001-120172 | \$ 354,353.98 | Total Checks and Wires for A/P and Payroll: | | \$1,399,892.43 |
| Total A/P Checks/Vouchers | #156911-157061 | \$ 565,204.91 | | | | | | | | | | | | | | | | | | |
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| Electronic Wire Transfers | # 1201-1206 | \$ 484,548.46 | | | | | | | | | | | | | | | | | | |
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| Total Checks and Wires for A/P and Payroll: | | \$1,399,892.43 | | | | | | | | | | | | | | | | | | |
| Page 7 | Item 2: | <p>TRANSIT SERVICE FUNDING AGREEMENT ROUTE 635</p> <p><u>Motion</u> is to approve the Transit Service Funding Agreement between King County Metro Transit and the City of Des Moines, with the City's cost share estimate to be \$175,500, and Amendment #3 to the Community Shuttle Demonstration Project Agreement, at no additional City cost, and authorize the City Manager to sign and implement the agreements substantially in the forms presented.</p> | | | | | | | | | | | | | | | | | | |

- Page 39 Item 3: NATIONAL SERVICE RECOGNITION DAY PROCLAMATION
Motion is to approve the Proclamation recognizing April 2, 2019 as National Service Recognition Day.
- Page 43 Item 4: INTERLOCAL AGREEMENT FOR SOUTH KING HOUSING AND HOMELESS PARTNERS
Motion is to approve the Interlocal Agreement with South King County Cities and King County to create the South King Housing and Homeless Partners, and to authorize the City Manager to sign the agreement substantially in the form as attached.
- Page 69 Item 5: AFFORDABLE HOUSING WEEK PROCLAMATION
Motion is to approve the Proclamation recognizing May 13-17, 2019 as Affordable Housing Week.
- Page 73 Item 6: SENIOR SERVICES ADVISORY COMMITTEE APPOINTMENTS
Motion is to confirm the Mayoral appointment of Sally Caldwell and Kaylene Moon each to an open position on the City of Des Moines Senior Services Advisory Committee, effective immediately and expiring on December 31, 2020.
- Page 77 Item 7: SEXUAL ASSAULT AWARENESS MONTH PROCLAMATION
Motion is to approve the Proclamation recognizing April as Sexual Assault Awareness Month.
- Page 81 Item 8: HAVENWOOD PARK FINAL PLAT
Motion 1 is to adopt Draft Resolution No. 19-027 approving the final plat entitled 'Havenwood Park', City File No. LUA2017-0044.
Motion 2 is to authorize the City Manager to sign the '16th Avenue South Improvements and Transportation Impact Fee Credit Agreement', substantially in the form as submitted in Attachment 4.
- Page 131 Item 9: MARINA DISTRICT PEDESTRIAN ENHANCEMENT AND UTILITY UNDERGROUNDING PROJECT – AUTHORIZATION AND PSE SCHEDULE 74 AGREEMENT APPROVAL FOR CONSTRUCTION
Motion is to direct Administration to authorize Puget Sound Energy to proceed with construction of undergrounding the distribution system and joint utility trench for the aerial utilities, in accordance with Schedule 74 Underground Conversion Project Construction Agreement (Attachment 1) and sign such agreement substantially in the form as submitted.

EXECUTIVE SESSION

PERFORMANCE OF A PUBLIC EMPLOYEE UNDER RCW
42.30.110(1)(G) – 1 HOUR

NEXT MEETING DATE

April 4, 2019 City Council Study Session

ADJOURNMENT

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CITY OF DES MOINES
Voucher Certification Approval

March 28, 2019

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 March 28, 2019 the Des Moines City Council, by unanimous vote, does approve for payment those vouchers through March 18, 2019 and payroll transfers through March 20, 2019 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:



Beth Anne Wroe, Finance Director

	# From	# To	Amounts
Claims Vouchers:			
Total A/P Checks/Vouchers	156911	- 157061	565,204.91
Total Void Checks from Previous Check Runs			(6,229.31)
Electronic Wire Transfers	1201	1206	484,548.46
Total claims paid			1,043,524.06
Payroll Vouchers			
Payroll Checks	19145	- 19148	2,014.39
Direct Deposit	120001	120172	354,353.98
Total Paychecks/Direct Deposits paid			356,368.37
Total checks and wires for A/P & Payroll			1,399,892.43

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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: Transit Service Funding Agreement,
Route 635

FOR AGENDA OF: March 28, 2019

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: March 15, 2019

ATTACHMENTS:

1. Transit Service Funding Agreement between the City of Des Moines and King County Metro (September 21, 2019 to September 17, 2021)
2. Memorandum of Understanding Amendment #3 Community Shuttle Demonstration Program
3. Metro Community Shuttle Demonstration Project Agreement (March 2018 to March 2020)
4. Route 635 Brochure

CLEARANCES:

- [X] Community Development DEL
 [] Marina N/A
 [] Parks, Recreation & Senior Services N/A
 [X] Public Works PBC

CHIEF OPERATIONS OFFICER: DSB

- [X] Legal NG
 [X] Finance Baw
 [] Courts N/A
 [] Police N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: DSB for m.m.

Purpose and Recommendation

The purpose of this agenda item is for City Council to approve a Transit Service Funding Agreement with King County Metro that extends and expands operation of Des Moines Community Shuttle Route 635, including midday and Saturday service, until September 17, 2021. The following motion will appear on the Council agenda:

Suggested Motion

Motion 1: "I move to approve the Transit Service Funding Agreement between King County Metro Transit and the City of Des Moines, with the City's cost share estimated to be \$175,500, and Amendment #3 to the Community Shuttle Demonstration Project Agreement, at no additional City cost, and authorize the City Manager to sign and implement the agreements substantially in the forms presented."

Background

The City of Des Moines and King County Metro Transit (Metro) initiated the Route 635 Des Moines Community Shuttle in February 2018, a pilot project providing transit service linking the Angle Lake Link light rail station and the downtown Marina District via the Des Moines Creek Business Park. There was extensive involvement from a stakeholders group involving new and existing businesses. The service is frequent (every 15 minutes) and designed to serve only the morning and afternoon commutes. The current span of service is 5:21 AM to 9:14 AM; 2:12 PM to 6:51 PM on weekdays. The peak period service has neared productivity targets of 85 passenger trips per day set by Metro. The service is currently operated under contract with Hopelink with Metro vehicles branded “Des Moines Community Shuttle”. This is a fare based service fully funded by Metro. The two year pilot project was scheduled to end in March, 2020 per the terms of the Community Shuttle Demonstration Agreement (Attachment 3).

In addition to this new service Metro agreed to split the cost of constructing a new, mid-block, rectangular rapid flashing beacon (RRFB) crosswalk and bus stops on 24th Avenue South located between S. 216th Street and S. 208th Street. The city oversaw the work and the crossing was completed in March 2019.

Discussion

In 2018, City of Des Moines staff solicited comments from multifamily residents within ¼ mile of Route 635. Responses strongly supported the Route but several individuals requested that the service be expanded to serve more than peak commute hours. The Senior Advisory Committee also expressed interest in expanding the route to provide midday service that would better serve the Des Moines Activity Center. During conversations with Metro staff, it was agreed that in order to improve mobility options to and from the Angle Lake Station, an all-day “base” level of service needed to be provided. For example, it is very difficult to rely on a commuter service when there is not a scheduled service to return to points of trip origin, particularly during the middle of the day. The midday and Saturday connections also significantly improves regional transit mobility for the City’s downtown. It is anticipated that productivity of the route will improve with this action.

An agreement (Attachment #1) was reached with Metro staff, pending Council approval, for the City and Metro to split the cost of adding midday and Saturday (½ hour service during the weekday, approximately 9 AM to 2 PM) and on Saturdays (7 AM to 7 PM). The Saturday service would fulfill an identified need to provide regional connections between the Angle Lake station and the Marina District, including the summer Farmers Market. Under the agreement, the fare based service will begin on September 21, 2019 continue to operate until at least September 2021. It may be extended by mutual agreement. In addition, Metro proposes an amendment to the original Community Shuttle Demonstration Project Agreement to extend the commuter service (Attachment #2) at no cost to the City. In the interim, City staff is arranging to provide a similar, but free, Farmers Market shuttle connection this summer.

The marginal cost of the proposed full Route 635 schedule is estimated to be over \$957,000 during the two year term of this agreement. Metro is also absorbing all the additional indirect cost of administration, service planning, marketing, etc. The weekday midday and Saturday direct costs are estimated at \$351,000 over a two year period. The City’s 50% share would total approximately \$175,500, or about 18% of the total marginal cost for Route 635. City cash flow is anticipated to be

\$23,150 in 2019; \$87,400 in 2020; and about \$65,000 in 2021. Final costs will be based upon vendor contract negotiations and actual fuel costs.

The flexible service area would focus on middays and Saturdays serving Wesley Des Moines Terrace and/or Gardens by advance reservation. Staff suggested that Metro consider providing this service as an alternative to the four Route 166 trips that currently deviate into the facility. The City is working with Metro to establish a bus stop that is a little closer to the Marina.

Alternatives

Following extensive public input by a stakeholders group, the City Council endorsed the Metro Community Connection project to improve mobility and sustainability of the City. Not approving the agreement will jeopardize the commitment to continue Route 635 service beyond March 2020. This important mobility option for city residents, businesses and employees would be jeopardized should the agreement and amendment not be approved. The City does not have the resources or authority to launch a comparable service including peak period, midday and Saturday service.

Financial Impact

One-time operating funds of \$133,000 were set aside for this service in 2019 and will be rolled forward into 2020. In 2021, an additional allocation of \$64,500 in City funds will be necessary. The Finance and Budget office anticipates that these funds will be available in 2021.

Staff advised Metro that the City is not prepared to make sustained investments and it is our hope that this service will be productive and be incorporated as part of Metro's regular service.

Recommendation

Staff recommends adoption of the motion as presented.

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King County

**Metro Transit Department
Mobility Division**

**TRANSIT SERVICE FUNDING AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
CITY OF DES MOINES**

THIS TRANSIT SERVICE FUNDING AGREEMENT ("**Agreement**") is made by and between King County, a political subdivision of the State of Washington and home rule charter county with broad powers to provide public transportation within the County's geographic boundaries, by and through its Metro Transit Department, Mobility Division ("**County**" or "**Metro Transit**") and the City of Des Moines, a Washington municipal corporation ("**City**"), which entities may be referred to hereinafter individually as "**Party**" or collectively as the "**Parties**."

WHEREAS, the County holds the authority to provide public transportation within King County's geographic boundaries; and

WHEREAS, The City of Des Moines has identified funding within its organization to support certain public transit service in partnership with the County; and

WHEREAS, the County and the City have identified specific routes and times where this additional investment in transit service would benefit the customers and employees of both parties; and

WHEREAS, the County has determined it has the resources and funding available to implement these service hours in accordance with the service description specified within this Agreement; and

WHEREAS, Strategies 3.1.1 and 6.3.1 of the King County Metro Transit Strategic Plan for Public Transportation 2011-2021 ("**Strategic Plan**") identify partnerships with local jurisdictions and businesses as a potential source of the revenue necessary to provide transit service in support of a strong, sustainable economy;

WHEREAS, Metro Transit and the City executed a Community Shuttle Demonstration Project Agreement, April 13, 2018 implementing Route 635 peak period service and said service is nearing productivity targets and may benefit by adding day base service as proposed during the duration of this agreement

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND AGREEMENTS SET FORTH HEREIN, AND FOR OTHER GOOD AND VALUABLE

CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED BY THE PARTIES, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **PURPOSE OF AGREEMENT**

The purpose of this Agreement is to set forth the terms and conditions under which King County public transit service supported with funding from the City of Des Moines will be operated and incorporates, as is fully set forth in this Agreement, Exhibits A and B.

2. **COUNTY'S RESPONSIBILITIES**

- 2.1 The County will provide transit service in accordance with the service identified in Exhibit A, and the City will pay a share of the operating cost of the scheduled service hours (as defined in Section 5 of this Agreement) identified in Exhibit A ("**Service**"). The Parties agree that the transit service to be provided in connection with this Agreement will be consistent with the King County Metro Transit Service Guidelines ("**Service Guidelines**"). Metro Transit will adhere to KCC Section 28.94.020, which requires King County Council approval of major service changes.
- 2.2 The County will manage the Service in accordance with its regular procedures and as may be further specified in this Agreement. The Parties understand and agree that the Service referenced herein will be open to the general public.
- 2.3 Service performance will be evaluated based on the following metrics as measured against comparable service:
 - a. Average daily ridership;
 - b. Cost per boarding;
 - c. Vehicle capacity used;
 - d. Customer satisfaction.

Evaluation data will be taken into consideration when determining any proposed extension or modification to this agreement.

2.4 **Service Management**

The Service will begin on September 21, 2019. The County retains responsibility for scheduling, managing and operating the Service. The County will:

- a. Solely upon the City's written request, include specific identification of those trips/services that are being supported by the City in printed and electronic schedule information; and
- b. Notify the City in writing of:
 1. Any major changes to the Service (no later than 90 days prior to the change);

2. Planned changes in fare policies or levels (no later than 90 days prior to the change).

The service hours specified in Exhibit A are estimates only. The County will use actual service hours operated and fuel costs to invoice the City for the Service provided, and the City will pay for actual service hours and fuel costs in accordance with Sections 5 and 6.1 of this Agreement.

2.6 Changes to Service

The City acknowledges that the County routinely implements transit service changes. As of the effective date of this Agreement, the service change dates occur in March and September. The Parties agree to coordinate changes to the Service in conjunction with the County's scheduled service change dates, where possible.

2.7 Customer Marketing and Communications

For the Service specified in this Agreement, the County will continue to follow its standard procedures for developing and distributing full service marketing and communications information to the public through its existing tools and activities. If the City determines there is an additional communication need related to the Service, the City will coordinate that effort with the County through its transit communications and marketing staff.

3. CITY'S RESPONSIBILITIES

County will invoice the City in accordance with Sections 5 and 6 of this Agreement, and the City will pay all properly invoiced amounts as set out in Section 6.2.

4. AGREEMENT DURATION

This Agreement will commence upon signature by both Parties and remain in effect until September 17, 2021, unless earlier terminated in accordance with its terms. This Agreement may be extended for up to three (3) additional years upon mutual agreement of both Parties, but will not exceed a total term of five (5) years beyond the original service start date of September 2019.

5. SERVICE COSTS/REVENUES

5.1 Compensation

The City will provide compensation to the County in support of the County's operation of the Service, based on the Contract Service Hourly Rate. Exhibit B sets forth the projected hourly rates and service costs for the 2-year term of this Agreement.

5.2 **Contract Service Hourly Rate**

Metro Transit will use its contract with an outside transportation firm to operate the Service identified in Exhibit A of this Agreement. The City will compensate the County in accordance with the Hourly Rates per Revenue Hour specified in Metro Transit's service contract. As detailed in Exhibit B, the City will pay for fifty percent (50%) of the actual revenue service hours and fuel costs for the Service.

6. **INVOICES/PAYMENT PROCEDURES**

- 6.1 The County will invoice the City quarterly for Metro Transit's costs to provide the Service in accordance with Exhibits A and B; provided however, the first invoice, to be issued in December 2019 will cover service provided from September 2019 to December 2019. Subsequent invoice will be sent quarterly, no later than March 31, June 30, September 30 and December 31 of each year for the Service rendered in that quarter. These quarterly invoices will be in accordance with the requirements of this Agreement.
- 6.2 The City shall make payment within thirty (30) days after receipt of all properly invoiced amounts. Each invoice will contain reasonable detail describing the basis for the invoiced amounts.

7. **RECORDS**

- 7.1 Maintenance of Records. The Parties shall maintain books, records, and documents directly pertinent to performance of the work under this Agreement for a period of six (6) years after the expiration or earlier termination of the Agreement.
- 7.2 Disclosure of Public Records. The Parties acknowledge that all non-privileged, non-exempt records that may result from access to records under this Agreement are subject to public disclosure.

8. **INDEMNIFICATION AND LEGAL RELATIONS**

- 8.1 It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other person or entity. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one Party or its contractors or subcontractors shall be deemed, or represent themselves to be, employees, agents, contractors or subcontractors of the other Party.
- 8.2 Each Party shall comply, and shall ensure that its contractors and subcontractors, if any, comply with all federal, state and local laws, regulations, and ordinances applicable to the work and services to be performed under this Agreement.

- 8.3 Each Party shall protect, defend, indemnify and save harmless the other Party, its elected officials, officers, officials, employees and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from each Party's own negligent acts or omissions. Each Party agrees that it is fully responsible for the acts and omissions of its own subcontractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.
- 8.4 Each Party's rights and remedies in this Agreement are in addition to any other rights and remedies provided by law.
- 8.5 This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of King County, Washington, located in Seattle, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.
- 8.6 The provisions of this Section 8 shall survive any termination of this Agreement.

9. CHANGES AND MODIFICATIONS

This Agreement may be amended or modified only by a prior written amendment signed by authorized representatives of the Parties hereto.

10. TERMINATION OF AGREEMENT

- 10.1 Either Party may terminate this Agreement in writing if the other Party materially breaches this Agreement; provided, however, that, insofar as practicable, the Party terminating the Agreement will give not less than 180 calendar days prior to the County's next scheduled service change date, by written notice delivered by certified mail, return receipt requested, of intent to terminate.
- 10.2 In addition to termination under Subsection 10.1 of this Agreement, either Party may terminate this Agreement for its convenience, provided that the other Party will be given not less than 180 calendar days prior to the County's next scheduled service change date, by written notice delivered by certified mail, return receipt requested, of intent to terminate.
- 10.3 Performance of any responsibilities undertaken by the County pursuant to this Agreement beyond the County's current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the work provided for in this Agreement. Should such an

appropriation not be approved, the Agreement shall terminate at the close of the current appropriation year. King County is on a biennial budgeting cycle and appropriations end on December 31st of the last year of the biennium (even calendar years).

- 10.4 If either Party terminates, the City will pay the County a pro-rated amount for the Service performed in accordance with the Agreement to the date of termination.

11. FORCE MAJEURE

Either Party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incidence of fire, flood, earthquake or acts of nature, including adverse winter weather; strikes or labor actions; commandeering material, products, or facilities by the federal, state or local government; and/or national fuel shortage; when satisfactory evidence of such cause is presented to the other Party, and provided further that such non-performance is beyond the control and is not due to the fault or negligence of the Party not performing. In no event, however, shall this provision eliminate the City's obligation to make payment to the County for services performed in accordance with this Agreement.

12. WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this 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 this Agreement unless stated to be such in writing, signed by authorized Parties and attached to the Agreement as an exhibit.

13. ASSIGNMENT

This Agreement shall be binding upon the Parties, their successors, and assigns; provided, however, that neither Party shall assign nor transfer in any manner any interest, obligation or benefit of this Agreement without the other Party's prior written consent.

14. NO THIRD PARTY BENEFICIARIES

Except with respect to the Indemnified Parties, nothing in this Agreement, express or implied, is intended to confer on any person or entity other than the Parties hereto and their respective successors and assigns any rights or remedies under or by virtue of this Agreement.

15. HEADINGS FOR CONVENIENCE ONLY

Section titles or other headings contained in this Agreement are for convenience only and shall not be deemed part of this Agreement or be taken into consideration in the interpretation or construction of this Agreement.

16. MUTUAL NEGOTIATION AND CONSTRUCTION

This Agreement and each of the terms and provisions hereof shall be deemed to have been explicitly negotiated between, and mutually drafted by, the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either Party.

17. ALL TERMS AND CONDITIONS

This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties related to the subject matter hereof, contains all the terms and conditions agreed upon by the Parties, and constitutes the entire agreement between the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties hereto.

18. CONTACT PERSONS

The County and the City shall designate a contact person for purposes of sending inquiries and notices regarding the execution and fulfillment of this Agreement.

	City of Des Moines
Contact Name	Leonard Madsen
Title	Special Transportation Project Manager
Address	21650 11 th Ave S, Des Moines, WA 98198
Telephone	206-353-1328; 206-870-6523
E-Mail	lmadsen@desmoineswa.gov

	King County
Contact Name	Jeremy Fichter
Title	Transportation Planner IV
Address	201 South Jackson Street, Seattle, WA 98104
Telephone	206-477-5848
E-Mail	Jeremy.Fichter@kingcounty.gov

Each Party agrees to advise the other Party in writing with updates to its contact information as needed.

19. EXECUTION OF AGREEMENT – COUNTERPARTS

This Agreement may be executed in two (2) counterparts, either of which shall be regarded for all purposes as an original.

20. EFFECTIVE DATE

This Agreement shall take effect on the last date it has been executed by both Parties.

KING COUNTY**CITY OF DES MOINES**

By:

By:

Title:

Title:

Date:

Date:

Exhibit A – Service Description

Des Moines Community Shuttle	
General Service Information	Description
Route Number	Route 635
Co-Branding Name	Des Moines Community Shuttle
Contract Service Provider	Hopelink
Service Implementation Date	September 21, 2019
Service Description	Angle Lake Link light rail station and the intersection of S 227 th St and Marine View Drive
Flexible Service Area	Wesley Gardens and Wesley Terrace
Service Frequency	About every 30 minutes
Service Span	Weekdays: Approximately 9 AM to 2 PM Saturdays: Approximately 7 AM to 7 PM
Fare collection method	ORCA Reader – portable fare transaction processor (PFTP)

Exhibit B

Hourly Rates and Projected Service Costs

DES MOINES ADDITIONAL SHUTTLE COST PROJECTION

Assumptions:

- o Service Period - **Saturday, Sept 21, 2019 thru Sept 17, 2021**
- o Estimated fuel cost is based on 2018 average fuel cost per hour
- o 2020 hourly rate reflects an estimated 6% increase over the 2019 rate.
- o 2021 hourly rate reflects an estimated 3% increase over the 2020 rate.

	Daily Rev. Hours	# of Days	Total Hours	Hourly Rate	Total Cost
2019					
1 Vehicle (weekday)	5	70	350	\$79.00	\$27,650
1 Vehicle (Sat)	12	15	180	\$79.00	\$14,220
Est. Fuel Cost:			530	\$8.30	\$4,399
TOTAL ANNUAL COST:					\$46,269
2020					
1 Vehicle (weekday)	5	255	1,275	\$83.74	\$106,769
1 Vehicle (Sat)	12	52	624	\$83.74	\$52,254
Est. Fuel Cost:			1,899	\$8.30	\$15,762
TOTAL ANNUAL COST:					\$174,784
2021					
1 Vehicle (weekday)	5	186	930	\$86.25	\$80,215
1 Vehicle (Sat)	12	37	444	\$86.25	\$38,296
Est. Fuel Cost:			1,374	\$8.30	\$11,404
TOTAL ANNUAL COST:					\$129,915
TOTAL COST:					\$350,968
50% Share					\$175,483.84

Service Period	# of weekdays	# of Saturdays
Sept 20 - Dec 31, 2019	70	15
Jan 1 - Dec 31, 2020	255	52
Jan 1 - Sept 17, 2021	186	37
	511	104

Memorandum of Understanding AMENDMENT

Attachment #2

Project Name: Community Shuttle Demonstration Project Agreement

Partner: City of Des Moines

Contract No: MOU

Address: Leonard Madsen, Special
Transportation Project Manager

Amendment Date : 3/1/2019

21650 11th Ave S

Amendment No: 3

Des Moines, WA 98198

AMENDMENT REQUESTED BY

Contracted Services, Mobility Services Division

Organization

Cathy Snow

Name

Transportation Planner IV

Title

AMENDMENT EFFECTS

- ☐ Change of Scope
- ☐ Method of Payment
- ☒ Time of Performance
- ☐ Compensation
- ☐ Terms and Conditions
- ☐ Results of Services
- ☐ Other – Contact Persons

Amendment under 2015-2017 Agreement: Extend the Des Moines Community Shuttle Route 635 through the end of Metro's Summer 2021 service change (September 17, 2021).

IN WITNESS HEREOF, THE PARTIES HERETO HAVE CAUSED THIS AMENDMENT TO BE EXECUTED AND INSTITUTED ON THE DATE FIRST ABOVE WRITTEN.

King County, Washington

By Rob Gannon

Title General Manager, King County
Metro Transit

Date

City of Des Moines

By

Title

Date

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COMMUNITY SHUTTLE DEMONSTRATION PROJECT AGREEMENT**Between****THE CITY OF DES MOINES****And****KING COUNTY**

THIS COMMUNITY SHUTTLE DEMONSTRATION PROJECT AGREEMENT ("Agreement") is made by and between the City of Des Moines, a Washington municipal corporation ("City") and King County, a political subdivision of the State of Washington, through its Department of Transportation, Metro Transit Division ("County" or "Metro"), either of which may be referred to hereinafter individually as "Party" or collectively as the "Parties."

WHEREAS, Metro operates a public transportation system in King County, including routes within Des Moines boundaries; and

WHEREAS, in July 2011, via Ordinance 17143, the King County Council adopted the King County Metro Transit Strategic Plan for Public Transportation 2011-2021 (the "Strategic Plan") and Service Guidelines; and

WHEREAS, the Strategic Plan and Service Guidelines have been amended from time to time and in June 2016, via Ordinance 18301, the most recent updates to the Strategic Plan and Service Guidelines were adopted; and

WHEREAS, strategies 2.1.1, 2.1.3, and 2.1.4 of the Strategic Plan encourage Metro to design and offer a variety of transportation products and services, including non-fixed-route transit service, that meet different mobility needs and provide value to all areas of King County; and

WHEREAS, strategies 6.2.3 and 6.2.4 of the Strategic Plan call for Metro to develop and implement alternative public transportation services and delivery strategies; and

WHEREAS, in September 2012, the King County Council, via Motion 13736, accepted the King County Metro Transit Five-Year Implementation Plan for Alternatives to Traditional Transit Service Delivery ("Five-Year Implementation Plan"), which calls for Metro to establish alternatives to traditional transit service as an integral part of a comprehensive transit system, and use it as an option to, among other things, meet unmet travel needs; and

WHEREAS, in November 2016, the King County Council, via Ordinance 18409, appropriated \$15 million for the 2017-2018 biennium to implement an alternative services demonstration program consistent with the Strategic Plan and Five-Year Implementation Plan that will more effectively serve the affected communities, with a range of transportation and mobility services that may be different for each community depending on its needs and circumstances; and

WHEREAS, the County's alternative services program allows Metro to collaborate with local agencies to design transportation services that meet community transportation needs not met by fixed-route or other traditional transit service, or in locations where fixed-route bus service is cost prohibitive; and

WHEREAS, the City and the County share the objective of improving mobility and increasing travel-options and access to public transportation in Des Moines; and

WHEREAS, as part of Metro's efforts to expand alternative transit service delivery in King County in order to more effectively serve communities where fixed-route transit service may not be effective, the Parties desire to engage in a collaborative effort to develop a demonstration Community Shuttle service and evaluate its efficacy as an alternative transit service in the Des Moines area; and

WHEREAS, the Community Shuttle demonstration project ("Project") provided for herein provides for an alternative service that may require adjustments during the term of this Agreement in order to achieve the Parties' objectives and serve the community more effectively;

NOW, THEREFORE, in consideration of the terms, conditions and mutual promises set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to set forth the terms and conditions by which the Parties will develop a demonstration Community Shuttle service as an alternative transportation service pilot project.

2. DEFINITIONS

- 2.1 Alternative services program. A program consisting of demonstration projects designed to provide non-fixed-route public transportation service to areas of King County that

lack the infrastructure, density, or land use to support traditional fixed-route transit service, or that have been significantly impacted by fixed-route service reductions.

- 2.2 Flexible service area. A designated area in which limited, off-route deviations may be made upon request and with advance notice.
- 2.3 Level of service. The total number of trips provided while a specified route is in operation.
- 2.4 ORCA. Acronym for "One Regional Card for All," a regional fare payment system using smart card technology.
- 2.5 Peak service. Transit service operated between the hours of 5:00 AM and 9:00 AM and between 3:00 PM and 7:00 PM on weekdays.
- 2.6 Portable FTP. A fare transaction processor ("FTP") used to accept ORCA cards and that is capable of being removed from a transit vehicle for purposes of downloading data.
- 2.7 Service frequency. The number of trips in the same direction of travel within a specified time frame, usually expressed as the number of trips per hour.
- 2.8 Service quality. Transit service on-time performance, which may be affected by numerous variables including traffic congestion and increased ridership per trip.
- 2.9 Service span. The amount of time each day in which a specified route is operating.

3. DUTIES AND RESPONSIBILITIES OF THE PARTIES FOR THE OPERATION AND FUNDING OF A DES MOINES COMMUNITY SHUTTLE DEMONSTRATION PROJECT

- 3.1 Des Moines Community Shuttle Demonstration Service Description. The County will provide peak period service that will operate generally between Angle Lake Link Light Rail Station Street and the intersection of S 227th St and Marine View Drive with a flexible service area serving Wesley Gardens and Wesley Terrace. The Des Moines Community Shuttle will be operated for an initial demonstration period beginning Spring 2018 and ending at the close of Metro's Fall 2019 service change on March 20, 2020.

The anticipated frequency and span of the Des Moines Community Shuttle demonstration service is identified in Exhibit A, which is attached hereto and incorporated herein by this reference. The Parties will jointly monitor the level of service and may, if Metro approves, adjust the frequency and span of service to respond

to use and changing needs in the service area. The Des Moines Community Shuttle will be open to the general public.

- 3.2 Service Operations. The County retains responsibility for scheduling and operating the Des Moines Community Shuttle and will manage the service in accordance with its standard procedures. The County will monitor service quality in accordance with its established standards and policies. As an alternative transit service demonstration project, the Des Moines Community Shuttle will be designated as Metro route number 635 and be included in Metro's Online Trip Planner. The vehicles will be branded consistent with the County's alternative services program guidelines. The Des Moines Community Shuttle will be part of the ORCA regional fare system and regular Metro fares will be charged for the service.

The Parties agree to meet as needed and in a timely manner to address any operational or service issues that arise, including capacity or performance issues.

- 3.3 Communication and Service Information Procedures. The County will follow its standard procedures for developing and distributing Des Moines Community Shuttle service information to the public using its existing communications tools and activities. No printed timetable will be produced for Route 635 to allow more flexibility in making adjustments to the service schedule. If the Parties determine there is an additional communication need related to the Des Moines Community Shuttle demonstration service, the Parties will coordinate that effort through their respective communications and marketing staff. The City will, in cooperation with the County, use reasonable efforts to communicate and promote the Des Moines Community Shuttle demonstration service to the general public including employers/employees in the service area.

- 3.4 Service Performance Review. The Parties' designated contacts listed in Exhibit A will meet at least twice each year to review service performance and, if warranted, to propose adjustments for the success of the demonstration service. Specific metrics and performance indicators are included in Exhibit A. The Parties will also evaluate the need for midday and weekend service in the context of the performance of related pilot services, specifically, *Midday Your Way* for midday service and *Flex VanPool* for weekend commute needs. An evaluation of the demonstration service, along with other alternative services, will be included in the Community Connections section of the County's Annual System Evaluation Report. Evaluation data will be taken into consideration when determining any proposed extension or modifications to this Agreement.

- 3.5 24th Avenue S. Mid-block Stop. The City will be responsible for all tasks and activities required for the design, construction and inspection of a midblock transit stop and crossing on 24th Avenue South (the "Improvements"). The Improvements are to include, but are not limited to, ADA ramps, a pedestrian refuge, markings and solar powered rectangular rapid flashing beacons. The cost of the Improvements is estimated to be \$95,000. The County will reimburse the City for actual costs of the Improvements in an amount not to exceed \$50,000 (the "Reimbursement Cap") subject to County review and approval of the design; provided, however, that neither the County's review nor approval of the design plans will relieve the City of its responsibility for the improvements and for any liability that may arise out of the design and construction of such improvements. The City will pay for all other costs associated with the Improvements, including but not limited to administration, engineering, construction, and inspection costs, currently estimated to be \$45,000. The County is not responsible for funding any costs associated with the design, construction and maintenance of the improvements except as specifically provided for herein.

The City shall be solely responsible for obtaining any and all necessary land use, development and construction permits, licenses, easements and required approvals of any kind whatsoever to undertake the design and construction of the Improvements. The City shall be responsible for complying with all applicable federal state and local laws and regulations, including but not limited to compliance with any applicable prevailing wage statutes and environmental laws, and shall also ensure that any of its subcontractors comply with all applicable laws and regulations. The City will ensure that the Improvements are constructed and maintained consistent with best standards and industry practices and consistent with design approval by the County.

4. INVOICES/PAYMENT PROCEDURE

Upon physical completion of the Improvements, the City will invoice the County for actual costs incurred in the design and construction of the Improvements, subject to the Reimbursement Cap, as provided for in Subsection 3.5 of the Agreement. The invoice shall provide sufficient detail and/or supporting documentation to validate the actual costs for which the City seeks reimbursement. The County shall pay the invoiced costs, subject to the Reimbursement Cap, within thirty (30) days of receipt of the invoice; provided that if the County disputes the charges, documentation or completeness of the invoice, the County will provide written notice of any such objections to the City in within ten (10) business days after receipt of the invoice. The Parties shall use their best efforts to promptly resolve any such dispute. Any such dispute will be subject to the dispute resolution procedures set forth at Section 8 of this Agreement. If the County does not dispute the invoice, should the County fail to pay the City the amount due within thirty (30) days of the receipt of the invoice from the City, interest will be applied to any

outstanding balance due. Interest will be assessed at the maximum rate allowable under Washington state law.

5. EFFECTIVE DATE AND DURATION

This Agreement shall be effective upon its execution by all Parties and shall remain in effect until March 20, 2020 unless earlier terminated pursuant to the provisions of Section 6 of this Agreement. It is the Parties' expectation that the Des Moines Community Shuttle demonstration service provided for herein will continue as a demonstration project until March 20, 2020 with adjustments possible during that time as described in Section 3.5 (Service Performance Review) of this Agreement, and in more detail in Exhibit A. During this period Metro will, in consultation with the City, monitor and evaluate the service, measuring key performance indicators as outlined in Exhibit A. If, after the initial Agreement period, the demonstration service is deemed viable by both Parties, and both County and City funds are available to continue supporting the service, the demonstration service may be converted to regular service, subject to approval by the King County Council. Alternatively, if the Parties determine that further evaluation of the service is needed, the demonstration Agreement may be extended for another 12-month pilot period. Any such mutually acceptable extension must be in the form of a written amendment to this Agreement signed by authorized representatives of the Parties. If after one 12-month extension, the service is deemed not viable by all Parties, the Agreement will be terminated.

6. TERMINATION

- 6.1 Termination for Cause. Either Party may terminate this Agreement in the event that the other Party materially breaches this Agreement. Written notice of such termination and a description of the breach must be given via certified mail by the Party proposing termination to the breaching Party not less than sixty (60) days prior to the effective date of termination. The breaching Party shall be given this sixty days in which to cure its material breach. If the breaching Party fails to cure within sixty days, the Agreement is immediately terminated. Upon termination, the Parties shall determine final costs and payments to be made by each Party.
- 6.2 Termination for Non-appropriation or Loss of Grant Funding. Upon written notice, the County may immediately terminate this Agreement for non-appropriation or if there is a reduction in or loss of any grant funding necessary to cover the costs of the Agreement. If possible, the County will provide written notice thirty (30) calendar days prior to the effective date of termination.

- 6.3 **Termination for Convenience.** Either Party may terminate this Agreement for convenience and without cause by giving the other Party written notice of such termination at least thirty (30) calendar days prior to the effective date of termination.
- 6.4 **Pre-termination Costs.** Termination by either Party shall not release the other Party from liability for or extinguish claims or obligations it has to third parties existing as of the time of termination. Any costs incurred prior to proper notification of termination will be borne by the Parties in accordance with the terms of the Agreement.

7. NOTIFICATION AND IDENTIFICATION OF CONTRACT MANAGEMENT AND PROJECT CONTACTS

- 7.1 **Notice.** Any notice required or permitted to be given pursuant to this Agreement shall be in writing, and shall be sent postage prepaid by U.S. Mail, return receipt requested, to the contact persons and addresses identified in Subsection 7.3 of this Agreement unless otherwise indicated by the Parties in writing.
- 7.2 **Contact Persons and Addresses.** The Parties shall designate a contact person ("Designated Contact" or "Contract Manager") for purposes of sending inquiries and notices regarding the execution and fulfillment of this Agreement. Any changes to the Designated Contact person or address information shall be promptly provided in writing or electronic mail to the other Parties. Any update to the Contract Managers shall state the effective date of said update.
- 7.3 **Designation of Contact Persons and Addresses.** As provided for in Subsection 7.2, the Parties designate the following contact persons for the management and administration of this Agreement:

Contract Manager	Des Moines	King County Metro
Contact Name	Leonard Madsen	Cathy Snow
Title	Special Transportation Project Manager	Community Connections Program Manager
Address	21650 11 th Ave S Des Moines, WA 98198	King County Metro King Street Center – KSC-TR-0411 201 S. Jackson Street Seattle, WA 98104-38565
Telephone	206 353 1328; 206 870 6523	206-477-5760
E-Mail	LMADSEN@DESMOINESWA.GOV	cathleen.snow@kingcounty.gov

8. DISPUTE RESOLUTION

The Parties, through their Designated Contacts identified in Subsection 7.3 of this Agreement, shall use their best efforts, through good faith discussion and negotiation, to resolve any disputes pertaining to this Agreement that may arise between the Parties. If the Designated Contacts are unable, after good faith efforts, to resolve a dispute, the Des Moines City Manager or his/her designee and the General Manager of Metro or her/his designee shall confer and exercise good faith to resolve the dispute. In the event the Des Moines City Manager and the General Manager of Metro are unable to resolve the dispute, the Parties may, if mutually agreed in writing, submit the matter to non-binding mediation. The Parties shall then seek to mutually agree upon the mediation process, who shall serve as the mediator, and the time frame in which the Parties are willing to discuss the disputed issue(s). If the Parties cannot mutually agree as to the appropriateness of mediation, the mediation process, who shall serve as mediator, or the mediation is not successful, then either Party may institute legal action in the King County Superior Court, situated in Seattle, Washington, unless another venue is mutually agreed to in writing. The Parties agree to exhaust each of these informal dispute resolution efforts before seeking to resolve disputes in a court of law or any other forum.

9. RECORDS RETENTION AND AUDIT

9.1 Maintenance of Records. During the term of the Agreement and for a period not less than six (6) years from the date of its expiration or earlier termination, the records and accounts pertaining to this Agreement are to be kept available by all Parties for inspection and audit by any other Party and the State Auditor, and copies of all records, accounts, documents, or other data pertaining to the Agreement will be furnished upon reasonable notice. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the six-year retention period.

9.2 Disclosure of Public Records. The Parties acknowledge and agree that all non-privileged, non-exempt records that may be maintained pursuant to Subsection 9.1 of this Agreement are subject to public disclosure under the Washington State Public Records Act, Chapter 42.56 RCW.

10. NONDISCRIMINATION

The Parties agree to comply with all applicable federal, state, and local laws, rules, and regulations pertaining to nondiscrimination and agree to require the same of any and all

subcontractors providing services or performing any work using funds provided under this Agreement. During the performance of this Agreement, no Party nor any entity subcontracting under the authority of this Agreement, shall discriminate or tolerate harassment on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification, in the administration or delivery of services or any other benefits under this Agreement. King County Code Chapter 12.16 and 12.17 are incorporated herein by reference, and such requirements shall apply to this Agreement.

11. FORCE MAJEURE

Either Party to this Agreement shall be excused from performance of its responsibilities and obligations under this Agreement, and shall not be liable for damages due to failure to perform, during the time and to the extent that it is prevented from performing by a cause directly or indirectly beyond its control, including, but not limited to: late delivery or nonperformance by vendors of materials or supplies; any incidence of fire, flood, snow, earthquake, or acts of nature; strikes or labor actions; accidents, riots, insurrection, terrorism, or acts of war; order of any court or civil authority; commandeering material, products, or facilities by the federal, state or local government; or national fuel shortage; when satisfactory evidence of such cause is presented to the other Parties to this Agreement, and provided that such non-performance is beyond the control and is not due to the fault or negligence of the Party not performing.

12. INDEMNIFICATION

The City shall protect, defend, indemnify, and save harmless the County, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, including damages for injuries to persons and/or damage to tangible property, arising out of, or in any way resulting from, the acts or omissions of the City and its officers, employees or agents including, but not limited to, all claims against the County by an employee of the City or any of its agents or subcontractors. The County shall protect, defend, indemnify, and save harmless the City, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, including damages for injuries to persons and/or damage to tangible property, arising out of, or in any way resulting from, the acts or omissions of the County and its officers or employees including, but not limited to, all claims against the City by an employee of the County or any of its subcontractors. The Parties each expressly waive by mutual negotiation all immunity and limitation on liability under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be

applicable in the case of such claim. In the event that any Party incurs any costs including attorneys' fees to enforce the provisions of this Section 12, all such costs and fees shall be recoverable from the Party breaching the terms of this Section. The obligations of this section shall survive any expiration or earlier termination of this Agreement. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

13. CHANGES AND MODIFICATIONS

This Agreement may be amended or modified only by prior written agreement signed by the Parties hereto. No variation or alteration of the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the Parties hereto.

14. GENERAL TERMS AND CONDITIONS

- 14.1 No Agency, Partnership, or Third Party Beneficiaries. It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no rights to any other person or entity. No joint venture, agent-principal relationship, or partnership is formed as a result of this Agreement. No officers, employees or agents of one Party, or any of its contractors or subcontractors, shall be deemed, or represent themselves to be, employees or agents of the other Parties.
- 14.2 Waiver of Default. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this 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 this Agreement unless stated to be such in writing, signed by authorized representatives of the Parties, and attached to the original Agreement.
- 14.3 Assignment. No Party shall assign or delegate any interest, or any rights and responsibilities, in this Agreement without the prior written consent of the other Parties.
- 14.4 Binding on Successors and Assigns. This Agreement and all of its terms, provisions, conditions, and covenants, together with any exhibits and attachments now or hereafter made a part hereof, shall be binding on the Parties and their respective successors and assigns.
- 14.5 Entire Agreement. This Agreement embodies the Parties' entire understanding and agreement on the issues covered by it, except as may be supplemented by subsequent

written amendment to this Agreement, and supersedes any prior negotiations, representations or draft agreements on this matter, either written or oral.

- 14.6 Governing Law and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Washington. Any legal action arising out of this Agreement shall be brought in the King County Superior Court, situated in Seattle.
- 14.7 Mutual Negotiation and Construction. This Agreement and each of the terms and provisions hereof shall be deemed to have been explicitly negotiated between and mutually drafted by the Parties and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against any Party.
- 14.8 Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives originally contemplated by the Parties.
- 14.9 Attorneys' Fees. In the event any Party incurs attorneys' fees, costs or other legal expenses to enforce the provisions of this Agreement against any other Party, all such fees, costs and expenses shall be recoverable by the prevailing Party.
- 14.10 Limitation of Effect; Property. This Agreement does not establish a separate legal entity, joint board, joint venture, or administrative section for the purpose of acquiring, managing, or disposing of property, or incurring any other financial obligation, nor does this Agreement provide for jointly owned property. All property presently owned or hereafter acquired by any Party to enable it to perform the services required under this Agreement shall remain the property of the acquiring Party in the event of the expiration or earlier termination of this Agreement.
- 14.11 Survival. The provisions of this Section 16 shall survive the expiration or earlier termination of this Agreement.

15. **AUTHORITY TO BIND**

The Parties represent and warrant that they: (a) have all right, power, and authority necessary to enter into and perform this Agreement; (b) when executed and delivered, this Agreement will constitute a legal, valid and binding obligation enforceable against the Parties in accordance with its terms; and (c) the Parties will comply with all applicable laws, statutes, ordinances,

rules, regulations, orders or determinations of any federal, state or local governmental authority in their performance of this Agreement.

16. EXECUTION OF AGREEMENT – COUNTERPARTS

This Agreement may be executed in multiple counterparts, any of which shall be regarded for all purposes as an original.

IN WITNESS THEREOF the Parties hereto have executed this Agreement by duly authorized representatives on the dates shown below their respective signatures.

KING COUNTY METRO TRANSIT

By: 
Bill Bryant, Managing Director,
Service Development

Date: 5/2/18

DES MOINES

By: 
Michael Matthias, City Manager

Date: 4.13.18

At the direction of the Des Moines City Council during open meeting on April 12, 2018.

Approved as to Form

By: 
Tim George, City Attorney

Date: 4-13-18

EXHIBIT A**SERVICE DESCRIPTION**

Des Moines Community Shuttle	
General Service Information	Description
Route Number	Route 635
Co-Branding Name	Des Moines Community Shuttle
Contract Service Provider	Hopelink
Official start date	Spring 2018
Service description	Angle Lake Link Light Rail Station and the intersection of S 227th St and Marine View Drive
Flexible Service Area	Wesley Gardens and Wesley Terrace
Service frequency	About 15 minutes frequency
Service span	5:21 AM and 9:14 AM; 2:12 PM and 6:51 PM on weekdays
Total number of trips	To Des Moines Marina District: 31 To Angle Lake Station: 32
Service type description	Two-way, peak period route
Fare collection method	ORCA Reader – portable fare transaction processor (PFTP)
Number of vehicles	2 plus spare

Community Shuttle Performance Measures

Quantitative targets to support performance evaluation will be set for the performance measures shown below. Actual performance relative to these targets will be considered when determining any proposed adjustments to the service and/or its continuation.

Measure	Description
Average daily ridership	• Purpose: This metric is designed to measure the level of use of alternative services over time. • High ridership may trigger additional trips and/or conditional conversion to fixed-route • Low ridership may trigger a re-evaluation of the service and potential right-sizing
Cost per boarding	Direct fixed costs/number of boardings • Purpose: This measure compares the direct cost of the service on a per-passenger basis. Direct cost is defined as the fixed cost of operating the service. In the case of this service, the direct cost is determined through a

Measure	Description
	contract with Hopelink. This cost includes service operation, vehicle maintenance and administration conducted by the service provider. Due to the highly variable nature of fuel prices, this cost is excluded from this measure in order to be able to generate numerical targets in this measure for a particular route. Including fuel prices into this measure would require Metro to forecast the future price of fuel in order to set realistic performance targets. • Example: a shuttle which costs \$1,200 per day to operate and provides an average of 100 boardings per day costs \$12 per boarding to provide the service. • An uncharacteristically high cost per boarding may trigger a re-evaluation of the service and potential right-sizing
Vehicle capacity used	Rides per seats provided • Purpose: This metric is designed to measure the level of use of alternative services relative to the capacity of the service provided. • Example: a shuttle with 16 seats making four one-way trips per weekday will provide 1,280 seats over the course of a month. This measure compares the rides provided in that month to the number of seats. • High vehicle capacity used may trigger additional trips and/or conditional conversion to fixed-route • Low vehicle capacity used may trigger a re-evaluation of the service and potential right-sizing
Customer satisfaction	Measures customer satisfaction with the service based on intercept surveys of current riders. • Purpose: This metric is designed to determine if the service is meeting the community-identified transportation need effectively. • Highly-satisfied customers suggest that an Alternative Services implementation is meeting the needs of the community effectively. • Low customer satisfaction suggests that the service in its current form is not effectively meeting the needs of the community and may trigger a re-evaluation of the service to better fit customer needs.

The Des Moines Community Shuttle is an innovative, flexible transit service designed to offer weekday peak-period service between the Angle Lake Link light rail Station and the Des Moines Marina District.

SERVICE INFORMATION

See map inside.

The Des Moines Community Shuttle provides fixed-route service between Angle Lake light rail Station and the Des Moines Marina District. Limited flexible routing to and from the Wesley Homes Flexible Service Area is also available on a reservation basis.

SCHEDULED SERVICE/FIXED ROUTING

The Des Moines Community Shuttle operates about every 15 minutes Monday – Friday from approximately 5:15 to 9:15 am and from 2:15 to 7 pm. You can wait at any bus stop along the route for regularly scheduled trips. For information, please call Metro Customer Information at 206-553-3000.

RESERVATIONS/FLEXIBLE ROUTING

Rides within the Wesley Homes Flexible Service Area must be scheduled in advance.

Make your trip request at least two hours before you want to be picked up. You can make reservations for up to 30 days in advance. Reservations are on a first-come, first-served basis.

To schedule a ride in the Wesley Homes Flexible Service Area:

- Call 1-866-261-3278 (voice) or
- 1-800-246-1646 (TTY), or visit,
- hopelink.org/need-help/transportation/dart-ride-request

Please leave a message if calling outside the following reservation hours:

Monday-Friday..... 5 am – 11 pm
 Saturday 7:30 am – 9:30 pm
 Sunday/Holidays 9:30 am – 6:30 pm

For more information visit:
kingcounty.gov/metro

Metro Customer Information:
 206-553-3000 / WA Relay: 711



Interpreter
 206-553-3000

Intérpretes Turjubaan Переводчик
 Перекладач 통역사 བསྟན་འཛིན་ལྷན་
 翻譯員 Thông Dịch Viên ཇིཏརཔའེཏར

Alternative Formats Available
206-263-3113



Route 635 Des Moines Community Shuttle

New service between
 Angle Lake light rail Station
 and the Des Moines
 Marina District



The Des Moines Community Shuttle is operated by Hopelink and is supported through a partnership between the City of Des Moines and King County Metro.



Route 635 Des Moines Community Shuttle

FARES

Regular Metro fares apply.
Peak times: 6 - 9 am and 3 - 6 pm.

Adults (19 and older) Off Peak	\$2.50
Adults (19 and older) Peak	\$2.75
ORCA Lift Fare ,* all times	\$1.50
Youth (6-18 yrs), all times	\$1.50
RRFP cardholders (registered seniors, Medicare, disabled), all times	\$1.00
Children (thru age 5), all times	Four may ride free with person paying adult fare

*income qualified

TO Des Moines Marina District

Angle Lake Station	24th Ave S S 216th St	7th Ave S S 226th St
5:21	5:24	5:29
5:41	5:44	5:49
5:56	5:59	6:04
6:11	6:14	6:20
6:26	6:29	6:35
6:41	6:44	6:50
6:56	6:59	7:05
7:12	7:15	7:22
7:28	7:31	7:38
7:49	7:52	7:59
8:05	8:08	8:14
8:22	8:25	8:31
8:37	8:40	8:46
8:52	8:55	9:01
2:30	2:33	2:40
2:45	2:48	2:55
3:00	3:03	3:10
3:15	3:18	3:25
3:30	3:33	3:40
3:46	3:49	3:57
4:01	4:04	4:12
4:19	4:22	4:30
4:38	4:41	4:49
4:56	4:59	5:07
5:11	5:14	5:22
5:29	5:32	5:40
5:43	5:46	5:54
6:00	6:03	6:10
6:15	6:18	6:25
6:29	6:32	6:39
6:44	6:47	6:54

AM - Lighter Type PM - Darker Type
Shaded areas on schedules indicate peak hour trips.

TO Angle Lake Station

7th Ave S S 226th St	24th Ave S S 216th St	Angle Lake Station
5:29	5:36	5:41
5:49	5:57	6:02
6:04	6:12	6:17
6:20	6:29	6:34
6:35	6:44	6:49
6:50	6:59	7:04
7:05	7:15	7:20
7:22	7:32	7:37
7:38	7:48	7:53
7:59	8:09	8:14
8:14	8:22	8:27
8:31	8:39	8:44
8:46	8:54	8:59
9:01	9:09	9:14
2:12	2:20	2:25
2:27	2:35	2:40
2:40	2:48	2:53
2:55	3:03	3:08
3:10	3:18	3:23
3:25	3:34	3:39
3:40	3:49	3:54
3:57	4:06	4:11
4:12	4:21	4:26
4:30	4:39	4:44
4:49	4:58	5:03
5:07	5:16	5:21
5:22	5:30	5:35
5:40	5:48	5:53
5:54	6:02	6:07
6:10	6:18	6:23
6:25	6:32	6:37
6:39	6:46	6:51

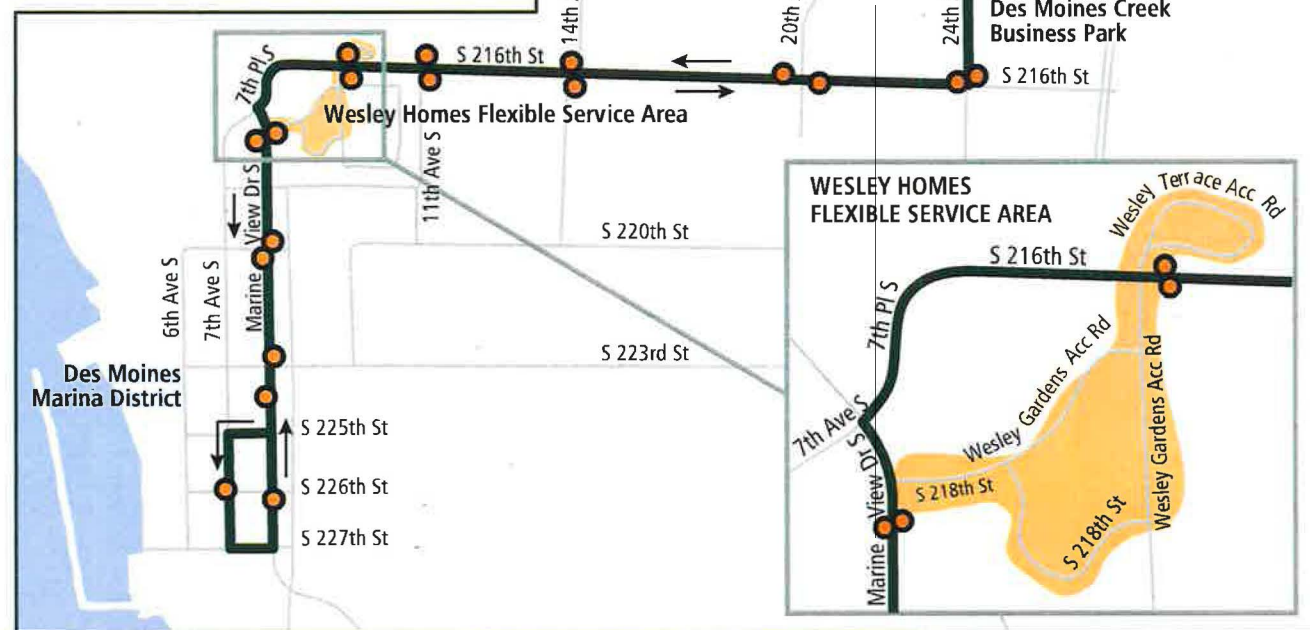
HOW TO PAY

Upon boarding, pay your fare with the regional ORCA card. Get your ORCA card online at orcacard.com, by phone at 1-888-988-6722 (ORCA) or WA Relay: 711 (1-888-889-6368), at ticket vending machines in Sounder and Link rail stations, or at one of the transit agency customer service offices. The ORCA Web site also provides information on how to use the card, as well as locations at which they can be reloaded with a new pass or additional cash.

TRIP PLANNING

Use Metro's online Puget Sound Trip Planner desktop, generic mobile or Android or iOS apps to plan trips on scheduled transit service in King, Pierce and Snohomish counties. Trip Planner results include details about transit stops, routes and schedules. Trip planner itineraries do not include unplanned service disruptions or reroutes caused by weather, emergencies, traffic, events or construction.

Visit: kingcounty.gov/tripplanner



A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: National Service Recognition Day
Proclamation

ATTACHMENTS:

1. Proclamation

FOR AGENDA OF: March 28, 2019

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: March 20, 2019

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

☐ Legal _____

☐ Finance _____

☐ Courts _____

☐ Police _____

☒ City Clerk *PSM*

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *DSB for M.M.*

Purpose and Recommendation

The purpose of this agenda item is to recognize April 2, 2019 as National Service Recognition Day.

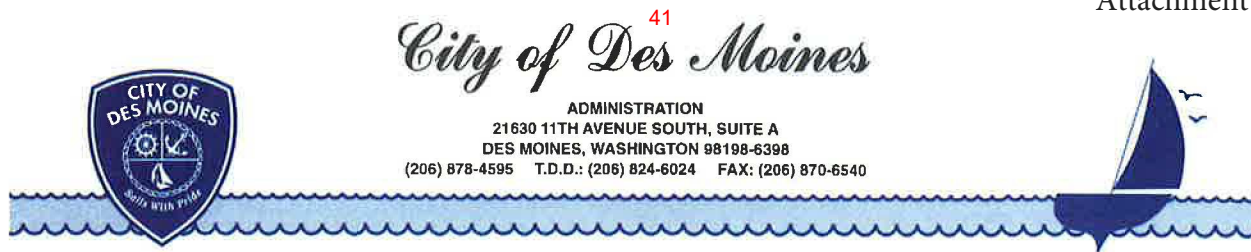
Suggested Motion

Motion: "I move to approve the Proclamation recognizing April 2, 2019 as National Service Recognition Day."

Background

National Service Recognition Day is a nationwide effort to recognize the positive impacts of national service, to thank those who serve and have served, and to encourage more citizens to give back to their Communities.

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Proclamation

WHEREAS, service to others is a hallmark of the American character, and central to how we meet our challenges; and

WHEREAS, AmeriCorps and Senior Corps participants address the most pressing challenges facing our communities, from educating students for the jobs of the 21st century, fighting the opioid epidemic, responding to natural disasters, supporting veterans and military families; and

WHEREAS, national service expands economic opportunity by creating more sustainable, resilient communities and providing education, career skills, and leadership abilities for those who serve; and

WHEREAS, AmeriCorps and Senior Corps participants serve in more than 50,000 locations across the country, bolstering the civic, neighborhood, and faith-based organizations that are so vital to our economic and social well-being; and

WHEREAS, national service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars; and

WHEREAS, the Corporation for National and Community Service shares a priority with local leaders nationwide to engage citizens, improve lives, and strengthen communities; and is joining with the National League of Cities, the National Association of Counties, Cities of Service, and local leaders across the country; now therefore

THE DES MOINES CITY COUNCIL HEREBY PROCLAIMS

April 2, 2019 as National Service Recognition Day

AND encourages all our residents of our community to join in this special observance.

SIGNED this 28th day of March, 2019.

Matt Pina, Mayor

The Waterland City

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Interlocal Agreement for South King
Housing and Homelessness Partners

ATTACHMENTS:

1. ILA for South King Housing and Homeless
Partners

FOR AGENDA OF: March 28, 2019

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: March 20, 2019

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

- ☒ Legal *DJB*
- ☒ Finance *BAW*
- ☐ Courts _____
- ☐ Police _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *DJB for MM*

Purpose and Recommendation

The purpose of this agenda item is for the City Council to consider an Interlocal Agreement between the Cities of Auburn, Burien, Covington, Des Moines, Federal Way, Kent, Normandy Park, Renton, Tukwila, and King County for the creation and operation of a joint undertaking known as the South King Housing and Homelessness Partners ("SKHHP").

Suggested Motion

Motion 1: "I move to approve the Interlocal Agreement with South King County Cities and King County to create the South King Housing and Homeless Partners, and to authorize the City Manager to sign the agreement substantially in the form as attached."

Background

The Cities of Auburn, Burien, Covington, Des Moines, Federal Way, Kent, Normandy Park, Renton, Tukwila, and King County have a common goal to ensure the availability of housing that meets the needs of all income levels in South King County. This also includes providing a sound base of housing policies and programs in South King County to complement the efforts of existing public and private organizations to address housing needs.

Discussion

The proposed Interlocal Agreement between the Cities of Auburn, Burien, Covington, Des Moines, Federal Way, Kent, Normandy Park, Renton, Tukwila, and King County sets the parameters for the creation and operation of a joint undertaking known as the South King Housing and Homelessness Partners (“SKHHP”).

All Parties to the Agreement have a responsibility for local and regional planning for the provision of housing affordable to residents that work and/or live in South King County. Through the ILA, the Parties agree to act cooperatively to formulate affordable housing policies that address housing stability and to foster efforts to preserve and provide affordable housing by combining public funding with private-sector resources. In order to accomplish the purposes of the Agreement, the Parties agree to create a joint and cooperative undertaking responsible for administering the activities described herein.

The ILA serves as a framework for all participating municipalities within the broader SKHHP jurisdictions. The SKHHP will have an Executive Board that will include either a Des Moines Councilmember or City Manager, or the City Manager’s Designee. The Executive Board will have a number of powers and duties including to (1) develop and approve an annual budget and annual work plan for SKHHP; (2) adopt procedures for the administration of SKHHP (and for the conduct of meetings); (3) and to make recommendations to the Parties concerning planning, policy, programs and the funding of affordable housing projects. Additional powers are detailed in the ILA.

Alternatives

Approve the ILA as written.
 Approve the ILA with suggested amendments.
 Do not approve the ILA.

Financial Impact

The City of Des Moines’ contribution for 2019 is \$5,837. This is determined using a formula that considers a City’s population as well as the City’s percentage of the overall population of the partner jurisdictions. Des Moines represents 5% of the total population. The contribution for year 2 (2020) is \$7,500.

After the 2020, the City has the opportunity every year to withdraw from the partnership.

**Draft Interlocal Agreement for SKHHP
South King Housing and Homelessness Partners**

(Effective Date: January 1, 2019)

This Interlocal Agreement ("Agreement") is entered into by and between the Cities of Auburn, Burien, Covington, Des Moines, Federal Way, Kent, Normandy Park, Renton, Tukwila, and King County, each municipal corporations and political subdivisions of the State of Washington (individually, a "Party" and collectively, the "Parties"). This Agreement relates to the creation and operation of a joint undertaking among the Parties hereto to be known as the South King Housing and Homelessness Partners ("SKHHP"). This Agreement is made pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW, and has been authorized by the legislative body of each jurisdiction.

WHEREAS, the Parties have a common goal to ensure the availability of housing that meets the needs of all income levels in South King County; and

WHEREAS, the Parties wish to provide a sound base of housing policies and programs in South King County and to complement the efforts of existing public and private organizations to address housing needs in South King County; and

WHEREAS, the Parties wish to act cooperatively to formulate affordable housing policies and strategies that address housing stability, to foster efforts to preserve and provide affordable housing by combining public funding with private-sector resources, to support implementation of the goals of the Washington State (the "State") Growth Management Act, related countywide planning policies, and other local policies and programs relating to affordable housing, and to do so efficiently and expeditiously; and

WHEREAS, the Parties have determined that the most efficient and expeditious way for the Parties to address affordable housing needs in South King County is through cooperative action and pooling public and private resources; and

WHEREAS, the intent of this cooperative undertaking is not to duplicate efforts of non-profit corporations and other entities already providing affordable-housing-related services; and

WHEREAS, a cooperative work plan with a primary focus on the production and preservation of affordable housing, is needed because the lack of access to affordable housing is one of the key contributors to homelessness;

NOW, THEREFORE, in consideration of the mutual promises, benefits and covenants contained in this Agreement and other valuable consideration, the sufficiency of which is acknowledged, the Parties agree to the above Recitals and the following terms and conditions:

1. DEFINITIONS. The following terms used in this Agreement are defined as follows:

a. *Administering Agency* - One or more of the Parties that will provide administrative support services on behalf of SKHHP. The Administering Agency will be the fiscal agent for SKHHP in accordance with the requirements of chapter 39.34 RCW. One Party could serve as the fiscal agent and another Party could serve as the administrative home for SKHHP staff.

b. *Advisory Board* - A board consisting of 12 to 15 community members appointed by the Executive Board to provide advice and recommendation to the Executive Board on land and/or money resource allocation for affordable housing projects, input on policy needs related to housing stability, program design and development, recommendations for emergency shelter and other immediate affordable housing needs, and to provide public education and community outreach services.

c. *Executive Board* - The governing board for SKHHP comprised of members as provided herein, which will act on behalf of all Parties and as may be in the best interest of SKHHP in order to carry out the purposes of this Agreement.

d. *Housing Capital Funds Account* - An account established by the Administering Agency within the SKHHP Fund for the purpose of administering the contributions of Parties, or other public or private entities, to affordable housing projects and programs, to be known as the SKHHP Housing Capital Funds Account. The amounts in the Housing Capital Funds Account will be held and disbursed by the Administering Agency.

e. *Individual Account(s)* - One or more subaccounts established within the Housing Capital Funds Account for each Party

to this Agreement that chooses to contribute to the Housing Capital Funds Account. Contributions to an Individual Account from a Party may be released only upon, and in accordance with, the written direction of that Party.

f. *SKHHP Fund* - A special fund established by the Administering Agency, as authorized by RCW 39.34.030, to be known as the "Operating Fund of the SKHHP Executive Board". Within the SKHHP Fund may be established various accounts and subaccounts including but not limited to a "SKHHP Operating Account" and a "Housing Capital Funds Account".

g. *SKHHP Operating Account* - An account created by the Administering Agency for the receipt of contributions from the Parties and other private or public entities, for the purpose of paying for the operations of and supporting the SKHHP annual budget.

h. *SKHHP Program Manager* - The lead staff for SKHHP, reporting to the Executive Board, responsible for carrying out the SKHHP annual work plan and other terms of this Agreement.

i. *SKHHP Staff* - The full-time and part-time staff hired or assigned with the responsibility for carrying out the SKHHP work plan.

j. *Sphere of Influence* - The area in South King County where SKHHP is expected to conduct its work, as further described in Exhibit A.

2. PURPOSE. All Parties to this Agreement have responsibility for local and regional planning for the provision of housing affordable to residents that work and/or live in South King County. The Parties agree to act cooperatively to formulate affordable housing policies that address housing stability and to foster efforts to preserve and provide affordable housing by combining public funding with private-sector resources. In order to accomplish the purposes of this Agreement, the Parties agree to create a joint and cooperative undertaking responsible for administering the activities described herein. The cooperative undertaking among the Parties will be called the South King Housing and Homelessness Partners ("SKHHP"). The Parties further intend that this Agreement serve as a framework for all participating municipalities within the broader SKHHP Sphere of Influence to do the aforementioned work. The Parties encourage other cities and other public and private entities in South King County within the SKHHP Sphere of Influence to join the Parties in this endeavor.

3. STRUCTURE; CREATION OF JOINT BOARD. By executing this Agreement, the Parties hereto create a joint board pursuant to RCW 39.34.030(4) to govern SKHHP. The joint board created by this Agreement will be called the "Executive Board" and will be composed of members as provided for in Section 5.a of this Agreement. The Joint Board created in this Agreement is not a separate legal or administrative entity within the meaning of RCW 39.34.030(3). The Executive Board will act on behalf of all Parties and as may be in the best interest of SKHHP in order to carry out the purposes of this Agreement. The Executive Board is not authorized to own assets or have employees.

4. RESPONSIBILITIES AND AUTHORITY. In order to carry out the purposes of SKHHP and this Agreement, the Executive Board will have the responsibility and authority to:

a. Create and implement an annual work plan approved by the Executive Board to guide the work of SKHHP Staff. The work plan will include activities that may benefit multiple participating jurisdictions or individual jurisdictions. The work plan activities will be consistent with the purpose described in this Agreement.

b. Provide recommendations to the Parties regarding the allocation of public and private funding for affordable housing purposes.

c. Direct the Administering Agency to enter into agreements with third parties for the use and application of public and private funds contributed by individual Parties to the SKHHP Housing Capital Funds Account established in Section 14, under terms and conditions as may be agreed by the individual contributing Parties, as further described in Section 14. At least annually, report to the Parties on the geographic distribution of all housing capital funds as recommended by the SKHHP Executive Board.

d. Guide the SKHHP Staff in the performance of the following duties:

i. Provide recommendations to the Parties regarding local and regional affordable housing policies. SKHHP Staff will assist the Parties in developing strategies and programs to achieve State Growth Management Act housing goals, growth targets, local

Comprehensive Plan Housing Element goals, and local housing strategy plans, as appropriate.

- ii. SKHHP Staff will provide technical assistance to any Party considering adoption of land use incentives or requirements, or affordable housing programs. SKHHP Staff will research model programs, develop draft legislation, prepare briefing materials and make presentations to planning commissions and councils on request by a Party. SKHHP Staff will assist Parties in developing strategies and programs to implement county-wide affordable housing policies to meet State Growth Management Act objectives, growth targets, local Comprehensive Plan Housing Element goals, and local housing strategy plans for an equitable and rational distribution of low- and moderate-income housing.
- iii. Facilitate cooperation between the private and public sector with regard to the provision of affordable housing. SKHHP Staff will communicate directly with private developers, financial institutions, non-profit corporations and other public entities to assist in the implementation of affordable housing projects. SKHHP Staff will work directly with any Party to provide technical assistance with regard to the public funding of affordable housing projects and the implementation of affordable housing regulatory agreements for private developments.
- iv. SKHHP Staff will also identify public and private sites that are available for affordable housing and develop affordable housing alternatives for such sites.
- v. After the Housing Capital Fund is created, develop standard regulatory agreements acceptable to private and public financial institutions to facilitate the availability of funding for private and public projects containing affordable housing.
- vi. Provide other technical advice to any Party upon request and to enter into agreements to provide technical assistance to other public entities on a reimbursable basis.

- vii. Provide support and educational activities and to monitor legislative and regulatory activities and proposed policy changes related to affordable housing at the county, state and federal levels. Ensure that the Parties to this Agreement have a strong South King County voice in regional decision making.
- viii. After the Housing Capital Fund is created, develop and carry out procedures for monitoring of affordable units and to administer direct service housing programs on behalf of any Party. Such direct service housing programs may include but are not limited to relocation assistance programs, rent voucher and/or deposit loan programs.
- ix. Work directly with other public and private entities for the development of affordable housing policies and encourage the provision and preservation of affordable housing.
- x. Work with the Advisory Board appointed under this Agreement and South King County agencies working on regional housing stability and housing affordability, identify trends and promising practices, and mobilize those agencies to support South King County positions in regional decision-making forums.
- xi. Support public and private fundraising efforts of public and private entities (including non-profit corporations) to raise funds to carry out the purposes of this Agreement. Enter into agreements with those entities for the use of such funds in order to carry out the purposes of this Agreement.
- xii. As directed by the Executive Board, accept public and private funding, invest those funds in accordance with State law, and take other appropriate and necessary action to carry out the purposes of this Agreement.

5. EXECUTIVE BOARD.

a. Membership. SKHHP will be governed by an Executive Board composed of either an elected official or City

Manager/Administrator for each city and the King County Executive, or their designated representative, of each Party. However, there will not be more than two members on the Executive Board representing cities with population less than 5,000 persons, unless approved by the Executive Board. In the event that there are more than two Parties to this Agreement with population less than 5,000 persons, then those Parties will propose to the Executive Board for the Executive Board's approval, a method for shared membership on the Executive Board by those Parties.

Municipalities, local governments and public agencies within the Sphere of Influence may become Parties to this Agreement with representation on the Executive Board described in this Section 5, upon satisfaction of the requirements of Section 20.

Any member of the Executive Board representing more than one Party must be approved by the chief executive officer of those Parties being represented by the shared Executive Board member. The Executive Board will administer this cooperative undertaking under the terms of this Agreement and under any procedures adopted by the Executive Board.

b. Chair. The Chair of the Executive Board will be elected by the members of the Board from the Board membership; will preside over all meetings of the Executive Board; and will, in the absence of a Program Manager provided for in Section 6 of this Agreement, process issues, organize meetings and provide for administrative support as required by the Executive Board. The Chair will serve a one-year term, but may be reelected by the Executive Board.

c. Alternate Member. Each member of the Executive Board may designate one alternate member who will serve in the place of the member on the Executive Board during the member's absence or inability to serve. Notice of the designation will be provided to the Chair of the Executive Board. An alternate member may only vote on behalf of the appointing Party if the Chair has received written notice of the alternate's appointment.

d. Powers. The Executive Board will have the power to (1) develop and approve an annual budget and annual work plan for SKHHP; (2) adopt procedures for the administration of SKHHP (including securing any necessary legal counsel) and for the conduct of meetings; (3) make recommendations to the Parties concerning planning, policy, programs and the funding of affordable housing projects; (4) establish policies for the expenditure of SKHHP budgeted items; (5) designate one or more

Administering Agencies to carry out the terms of this Agreement; (6) establish a special fund with the Administering Agency as authorized by RCW 39.34.030, to be known as the "Operating Fund of the SKHHP Executive Board" ("SKHHP Fund") within which Fund may be established various accounts and subaccounts including but not limited to a "SKHHP Operating Account" (into which will be deposited funding for the SKHHP operating budget) and a "Housing Capital Funds Account"; (7) hold regular meetings on those dates and at those places as the Executive Board may designate; (8) direct the Administering Agency to enter into contracts and agreements for the provision of personnel and other necessary services to SKHHP, including accounting and legal services and the purchase of insurance, and authorize the Administering Agency to execute such other contracts, agreements or other legal documents necessary with public and private entities for SKHHP to carry out its purposes; (9) establish the responsibilities for the SKHHP Program Manager, direct and oversee the Administering Agency in the hiring process and performance review for that position and direct and oversee the activities of the SKHHP Program Manager; (10) appoint members of the Advisory Board; (11) assist with incorporating and/or work with a non-profit corporation to accept grants, donations and other funds on behalf of SKHHP and direct the Administering Agency to enter into contracts or other agreements with such agency for the use of those funds to carry out the purposes of this Agreement; and (12) take whatever other action is necessary to carry out the purposes of this Agreement.

6. ADMINISTRATION AND OVERSIGHT. The Executive Board will have final decision-making authority on behalf of SKHHP over all legislative and administrative matters within the scope of this Agreement. The Executive Board may delegate responsibility for general oversight of the operations of SKHHP to a Program Manager. The SKHHP Program Manager will submit quarterly budget performance and progress reports on the status of the work program elements to the Executive Board and the legislative body of each Party. The reports and their contents will be in a form acceptable to the Executive Board.

The Executive Board will, by two-thirds supermajority vote, designate one or more of the Parties to serve as the Administering Agency, which will provide administrative support services on behalf of SKHHP. The Administering Agency will be the fiscal agent for SKHHP in accordance with the requirements of chapter 39.34 RCW. Each Party that serves in the capacity of Administering Agency hereby agrees to comply with the terms of this Agreement applicable to the Administering Agency in order to permit SKHHP to carry out its purposes. SKHHP will be staffed with personnel

provided by the Parties and/or independent contractors contracting with the Administering Agency on behalf of SKHHP.

Any Party providing personnel to SKHHP will remain solely responsible for the continued payment of all compensation and benefits to those personnel as well as for any worker's compensation claims. All Parties will cooperate fully in assisting SKHHP to provide the services authorized in this Agreement.

7. MEETINGS OF EXECUTIVE BOARD.

a. Frequency. The Executive Board will meet as often as it deems necessary, but not less often than quarterly.

b. Quorum. A quorum at any meeting of the Executive Board will consist of the Board members (or alternates) who represent a simple majority of the Board's membership. Executive Board members (or alternates) may participate in any meeting by phone or video conferencing for all purposes, including but not limited to voting and establishing a quorum.

c. Action. No action may be taken except at a meeting where a quorum exists. Action by the Executive Board requires an affirmative vote by a majority of the Board's membership, provided however, that a supermajority (two-thirds of Board members) will be required to appoint the Administering Agency, to add a new Party to this Agreement, or to modify the proposed contribution methodology for dues and assessments (see Section 15). Official action by the Executive Board may be conducted by motion, resolution, declaration, or other means as determined to be necessary by the Executive Board, provided however, appointment of the Administering Agency or Agencies shall be completed by resolution. All official action of the Executive Board shall be recorded in its official minutes. Each Executive Board member, or his or her alternate, will have one vote on any proposed action; except that shared member voting shall be in accordance with the Executive Board's approval under Section 5 (a). Proxy voting will not be allowed. To the extent applicable to meetings of the Executive Board, the Executive Board will comply with applicable requirements of the Washington State Open Public Meetings Act (chapter 42.30 RCW).

8. ADVISORY BOARD. The Executive Board will create an Advisory Board to provide advice and recommendation to the Executive Board on land and/or money resource allocation for affordable housing projects, input on policy needs related to housing stability, program design and development, recommendations

for emergency shelter and other immediate affordable housing needs, and to provide public education and community outreach services. The Advisory Board will be created before the end of the first year of SKHHP operations (with the start of the year defined as the hiring of the SKHHP Program Manager). The Advisory Board will consist of not more than fifteen (15) and not less than twelve (12) community members. The Executive Board will appoint members to the Advisory Board. Members appointed to the Advisory Board must have knowledge and understanding of affordable housing, be committed to the furtherance of affordable housing in South King County, and represent diverse community perspectives. Appointments will be for a four-year term with service limited to a total of two consecutive terms. The Executive Board will adopt procedures for the convening and administration of the Advisory Board. A member may be removed from the Advisory Board by the Executive Board with or without cause on a majority vote of membership of the Executive Board.

9. MEETINGS OF ADVISORY BOARD.

a. Frequency. The Advisory Board will meet as often as it deems necessary, but not less often than quarterly.

b. Quorum. A quorum at any meeting of the Advisory Board will consist of the Board members who represent a simple majority of the Board's membership. Advisory Board members may participate in any meeting by phone or video conferencing for all purposes, including but not limited to voting and establishing a quorum.

c. Action. No action may be taken except at a meeting where a quorum exists. Action by the Advisory Board requires an affirmative vote by a majority of those members attending a Board meeting where a quorum exists. Official action by the Advisory Board may be conducted by motion, resolution, declaration, or other means as determined to be necessary by the Advisory Board. Proxy voting is not allowed. To the extent applicable to meetings of the Advisory Board, the Advisory Board will comply with applicable requirements of the Washington State Open Public Meetings Act (chapter 42.30 RCW).

10. AGREEMENT DURATION. This Agreement will be in full force and effect for a period commencing as provided in Section 34, and ending December 31 2020. This Agreement will automatically renew for successive two-year terms, unless sooner terminated under the provisions of this Agreement.

11. TERMINATION OF AGREEMENT. This Agreement may be terminated at any time by affirmative vote of a majority of the legislative bodies of the Parties to this Agreement.

Upon termination of this Agreement, all property acquired during the life of the Agreement will be disposed of in the following manner:

a. all property contributed without charge by any Party will revert to the contributing Party;

b. all property purchased on behalf of SKHHP after the effective date of this Agreement will be distributed to the Parties based on each Party's pro rata contribution to the overall budget at the time the property was purchased;

c. except as provided in Subsection d. below, all unexpended or reserve funds will be distributed to the Parties based on each Party's pro rata contribution to the overall budget in effect at the time the Agreement is terminated;

d. all uncommitted monies in the Housing Capital Funds Account will be distributed to the Parties by remitting the total uncommitted amounts remaining in each Party's Individual Account (as described in Section 14) to that Party; and

e. each Party that has funded a project through the Housing Capital Funds Account will be substituted for the Administering Agency with regard to all project financing documents, and the Administering Agency will be released from further obligations with respect thereto.

12. WITHDRAWAL. If a Party wishes to withdraw from participation in this Agreement, it may do so after the initial two year term if it first gives three months advance written notice to the Executive Board of its intention to withdraw, which notice will be due on or before October 1, 2020. If notice of an intent to withdraw is timely received, withdrawal will be effective as of 11:59 p.m. on December 31, 2020. The initial members of SKHHP agree they will participate for at least the first two years of the collaboration.

After January 1, 2021, an opportunity is provided once per year for a Party to withdraw from this Agreement. Under this provision, advance written notice must be provided to the Executive Board on or before July 1, of its intention to withdraw from participation in the Agreement, effective as of 11:59 p.m. on December 31st of that current year.

Any Party withdrawing from this Agreement will remain legally and financially responsible for any obligation incurred by the Party pursuant to the terms of this Agreement, including but not limited to any project financing documents executed by the Administering Agency on behalf of that Party, during the time the withdrawing Party was a member of SKHHP. A notice of withdrawal may be revoked by the Party that submitted the notice only by approval of a majority of the Executive Board to accept the revocation. Any Party that provides written notice of its intent to withdraw may continue to vote on all matters before the Executive Board prior to the effective date of its withdrawal, except the budget and work plan for the following year.

13. BUDGET. The fiscal year for SKHHP will be January 1 to December 31 of any year. The first year budget and anticipated second year budget for SKHHP are attached to this Agreement as Exhibit B and incorporated herein by this reference. Approval of this Agreement by the legislative body of each Party includes approval of the first year SKHHP budget. For subsequent years, on or before June 1st of each year, a recommended operating budget and work plan for SKHHP for the next budget year will be prepared, reviewed and recommended by the Executive Board and transmitted to each Party. The recommended operating budget will contain an itemization of all categories of budgeted expenses and will contain an itemization of the amount of each Party's contribution, including in-kind services, toward that budget. Contributions to the SKHHP annual budget may also come from other public or private entities. The Executive Board will approve acceptance of those contributions.

a. No recommended budget or work plan will become effective until approved by the legislative body of each Party and adopted by the Executive Board, except for SKHHP's first year (2019). For the first year, the budget will be approved as part of the approval of this Agreement, and the first year work plan must be approved by the Executive Board. Once the legislative body of each Party has approved its contribution to SKHHP, either separately or through its budget process, and the SKHHP budget has been adopted by the Executive Board, each Party will be obligated to make whatever contribution(s) is budgeted for that Party. If a Party does not approve the work plan or budget in a timely manner, the Executive Board may adopt the annual budget and work plan with a two-thirds majority vote.

b. Each Party's contribution(s) will be transmitted to SKHHP on a quarterly basis at the beginning of each quarter unless

otherwise provided in the budget document. Each Party will specify the amount of its contribution to be deposited by the Administering Agency into the SKHHP Operating Account, as well as the amount, *if any*, to be deposited into the Party's Individual Account within the SKHHP Housing Capital Funds Account established by Section 14.

c. If any Party is delinquent by more than three months in the payment of its approved operating budget contribution to the SKHHP Operating Account, that Party will not be entitled to vote on matters before the Executive Board until the delinquency has been paid. A Party's decision not to contribute funds to its Individual Account, or its delinquency in funding the same will not affect that Party's voting rights on the Executive Board.

14. HOUSING CAPITAL FUNDS ACCOUNT ESTABLISHED; PROCEDURES FOR ADMINISTERING HOUSING CAPITAL FUNDS ACCOUNT CONTRIBUTIONS. If authorized by resolution of the Executive Board, the Administering Agency may establish and maintain an account within the SKHHP Fund for the purpose of administering the contributions of Parties, or other public or private entities, to affordable housing projects and programs, to be known as the SKHHP Housing Capital Funds Account. The amounts in the Housing Capital Funds Account will be held and disbursed by the Administering Agency as described in this Agreement.

a. Within the Housing Capital Funds Account, a sub-account will be established for each Party to this Agreement that chooses to contribute to the Housing Capital Funds Account. Such sub-accounts are collectively referred to as the "Individual Accounts." Contributions to an Individual Account from a Party may be released only upon, and in accordance with, the written direction of that Party.

b. A subaccount will be established within each Individual Account for each project or program funded in whole or part by a Party from its Individual Account. Such sub-accounts are referred to as "Project Accounts."

c. The Administering Agency will maintain records sufficient to separately track the deposits, withdrawals and interest earnings, within each Individual Account and each Project Account, and will provide quarterly reports to all Parties as to the status of funds in each Individual Account and Project Account. The Administering Agency's responsibilities under this Section may be delegated to the SKHHP Program Manager to the extent consistent with applicable law and as the Administering Agency and Executive Board may agree.

d. Funds transmitted to SKHHP for deposit in the Housing Capital Funds Account will be held by the Administering Agency on behalf of SKHHP until directed for application to a specific project or program by the contributing Party. Uncommitted funds in an Individual Account will be remitted to the contributing Party within 45 days of receipt of written request from the Party signed by its chief executive officer, or upon the Party's withdrawal from SKHHP in accordance with the terms of Section 12, or on the dissolution of SKHHP per Section 11.

e. Funds held by the Administering Agency on behalf of SKHHP will be subject to laws applicable to public funds, including but not limitations on investments for public funds as provided in State law and the State constitutional limitations on the gifting of public funds. Investment earnings will be credited to each Individual Account and Subaccount on a pro rata basis.

f. The Executive Board will develop standard forms of approvals and agreements to be used in the application of funds contributed to the Housing Capital Funds Account (collectively referred to as "project financing documents"), consistent with the following goals and procedures:

- i. Each Party choosing to participate in funding a project or program through the Housing Capital Funds Account will by action of its legislative body authorize the application of a specified amount of its Individual Account monies to such project or program, and will authorize and direct the SKHHP Executive Board, the SKHHP Program Manager, and the Administering Agency to take such actions as necessary to accomplish this. The Executive Board will recommend to the individual legislative bodies various terms to accompany their authorizations, and the legislative body authorizations will at a minimum include terms related to:
 1. amount of funds allocated;
 2. project description, including minimum affordability requirements, if any;
 3. nature of the funding commitment (loan, grant, or other);
 4. in the event the funding commitment is provided as a loan, the general repayment terms including but not limited to the term of the loan and applicable, interest rate(s); and

5. a general description of the security interests, if any, to be recorded in favor of the Party.
- ii. For each individual housing project or program to be funded through the Housing Capital Funds Account, the developer, owner or administrator of such project or program (generally referred to as the "developer"), will enter into the necessary set of agreements (project financing documents) with the Administering Agency. The project financing documents will specify that the Administering Agency is acting as administering agency on behalf of each Party that is providing Housing Capital Funds Account funding to the project or program pursuant to this Agreement and RCW 39.34.030(4), and will identify each participating funding Party. The project financing documents will be consistent with general forms of agreement approved by the Executive Board and the terms and conditions approved by the legislative bodies of the funding Parties. To the extent permitted by law, the project financing agreements will incorporate all terms and conditions relative to the use and (if applicable) repayment of such funds, and provide for transfer of the Housing Capital Funds Account monies from the funding Parties to the developer.
 - iii. Funding contributions to, and repayments (if any) from, specific projects and programs will be recorded by the Administering Agency, including recording of monies deposited and withdrawn from each Party's Individual Account and Project Accounts. Repayments (if any) under any project financing agreement will be applied *pro rata* to the funding Parties' Individual Accounts based on the ratio of funding contributed to the project by each Party, unless the funding Parties otherwise agree.
 - iv. Unless the Parties funding a project or program through the Housing Capital Funds Account otherwise agree, a default, termination or other action against a developer or other third party may be declared only after securing approval in writing of the chief executive officers of funding Parties which together have contributed not less than 51% of the total SKHHP member funding to the project. The Administering Agency will provide reasonable

notice and information regarding the status of projects as necessary to each funding Party's chief executive officer to allow them to make a timely decision in this regard. Funding Parties not consenting to such default, termination or other action will be bound by the decision of the majority. All funding Parties will be obligated on a pro rata basis (based on their contributions to the project) to pay to the Administering Agency its reasonable costs and expenses incurred as a result of declaring a default, terminating an agreement or taking other action against a developer or other third party. Any funds recovered through such enforcement proceedings will be allocated to the funding Parties Individual Accounts pro rata based on their respective funding contributions to a project.

- v. The Executive Board may from time to time authorize the Administering Agency to administer housing project agreements entered into before the effective date of this Agreement, upon terms consistent with this Agreement and subject to the consent of the Administering Agency and the Parties to such agreements.

15. DUES, ASSESSMENTS AND BUDGET AMENDMENTS. Contributions to the SKHHP Operating fund will be based on groupings of like-sized cities (based on population), or whatever contribution methodology is approved by a two-thirds majority of the Executive Board. Funding for the activities of SKHHP will be provided solely through the budgetary process. Unless otherwise specified in this Agreement, no dues, charges or assessments will be imposed or required of the Parties except upon unanimous vote of the membership of the Executive Board and ratification by the legislative body of each Party subject to the dues, charges or assessments. An approved budget (the overall revenues and expenditures) will not be modified until approved by the legislative body of each Party and finally adopted by the Executive Board. If a Party agrees to totally fund an additional task to the work program, not currently approved in the budget, the task may be added to the work plan and the budget amended to reflect the funding of the total cost of such task by the requesting Party, upon approval by a majority of the membership of the Executive Board without approval by the individual Parties. Notwithstanding the foregoing, contributions by a Party to its Individual Account within the Housing Capital Funds Account will be solely within the

discretion of that Party and are not considered "dues or assessments."

16. PUBLIC RECORDS REQUESTS. Records of SKHHP will be held by the Administering Agency, in addition to any records the Parties themselves may retain concerning their participation in SKHHP. These records may include meeting agendas, meeting summaries, reports, plans, budgets, and other documents.

When a Party receives a request for records that may be held by the Administering Agency, the Party will refer the request to its own Executive Board member. The Party's Executive Board member will then work with the Administering Agency to gather all responsive records. The Party receiving the request should work with its own public records staff (if any) to describe the request with sufficient specificity to allow the Administrative Agency to identify and provide the records being sought. If any clarification of the request is required, the Party receiving the request will obtain that clarification from the requester. All communication with the requester will be by the Party to whom the request was submitted.

In consultation with the Administering Agency, it will be the responsibility of the Party to whom the request for records was made to estimate the time it will need to produce responsive records, determine which records are responsive to the request, and address any redactions permitted by law. The Party that receives the request will bear the responsibility of complying with the Public Records Act in relation to its public records.

Nothing in this Section is intended to require a Party to collect or produce records that are not prepared, owned, used, or retained by that Party as contemplated by the Public Records Act.

17. INDEMNIFICATION AND HOLD HARMLESS.

a. Each Party will indemnify, defend and hold other Parties (including without limitation the Party serving as, and acting in its capacity as, SKHHP's Administering Agency), their officers, officials, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of that Party's wrongful acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries or damages are caused by another Party. If there is any recovery under this Section, the Party responsible for any wrongful acts or omissions will pay any judgment or lien arising from the acts or omissions, including all

responsibilities, hold harmless and indemnification requirements, provisions regarding duration, termination or withdrawal, or the conditions of this Section will require consent of the legislative authorities of all Parties. This Section will not be construed to require amendment of this Agreement for the addition of a new Party contemplated under Section 20 or for any related revision to Executive Board membership authorized in Section 5(a).

20. ADDITIONAL PARTIES. Municipalities, local governments and public agencies within the SKHHP Sphere of Influence may, on execution of the Agreement and approval of the budget and work plan by its legislative body, become a Party to this Agreement on affirmative vote of a two-thirds majority of the membership of the Executive Board. The Executive Board will determine by a vote of a majority of its membership what, if any, funding obligations the additional Party will commit to as a condition of becoming a Party to this Agreement.

21. SEVERABILITY. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this Agreement, will not affect the validity of the remaining provisions of the Agreement.

22. CONFLICT RESOLUTION. Whenever any dispute arises between the Parties or between a Party or Parties, the Executive Board, or the Administering Agency (referred to collectively in this Section as the "Parties") under this Agreement which is not resolved by routine meetings or communications, the parties agree to seek resolution of such dispute in good faith by meeting, as soon as feasible. The meeting will include the Chair of the Executive Board, the SKHHP Program Manager, and the representative(s) of the Parties involved in the dispute. If the parties do not come to an agreement on the dispute, any party may pursue mediation through a process to be mutually agreed to in good faith between the parties within 30 days, which may include binding or nonbinding decisions or recommendations. The mediator(s) will be individuals skilled in the legal and business aspects of the subject matter of this Agreement. The parties to the dispute will share equally the costs of mediation and assume their own costs.

23. SURVIVABILITY. Notwithstanding any provision in this Agreement to the contrary, the provisions of Section 10 (Agreement Duration), Section 11 (Termination of Agreement), Section 12 (Withdrawal), Section 16 (Public Records Requests), and Section 17 (Indemnification and Hold Harmless) will remain operative and in full force and effect, regardless of the withdrawal or termination of any Party or the termination of this Agreement.

24. WAIVER. No term or provision of this Agreement will be deemed waived and no breach excused unless that waiver or consent is in writing and signed by the Party claimed to have waived or consented.

25. SUBSEQUENT BREACH. Waiver of any default will not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement will not be deemed to be a waiver of any other or subsequent breach and will not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval of all Parties.

26. NOTICE. Any notice to the Executive Board will be in writing and will be addressed to the Chair of the Executive Board and to the SKHHP Program Manager. In the absence of a SKHHP Program Manager, notice will be given to the chief executive officer of the Administering Agency. Any notice to an Officer or Party will be sent, to the address specified by the chief executive officer of the Party.

27. ASSIGNMENT. No Party may sell, transfer or assign any of its rights or benefits under this Agreement without Executive Board approval.

28. APPLICABLE LAW AND VENUE. This Agreement and any rights, remedies, or obligations provided for in this Agreement will be governed, construed, and enforced in accordance with the substantive and procedural laws of the State. The Parties agree that the venue for any legal action under this Agreement is in the County in which a project is located, provided that the venue for any legal action against King County may be filed in accordance with RCW 36.01.050.

29. RETAINED RESPONSIBILITY AND AUTHORITY. Parties retain the responsibility and authority for managing and maintaining their own internal systems and programs related to affordable housing activities.

30. INDEPENDENT CONTRACTORS. Each Party to this Agreement is an independent contractor with respect to the subject matter of this Agreement. No joint venture or partnership is formed as a result of this Agreement.

Nothing in this Agreement will make any employee of one Party an employee of another party for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's

compensation pursuant to Title 51 RCW, or any other rights or privileges accorded by virtue of their employment. No Party assumes any responsibility for the payment of any compensation, fees, wages, benefits or taxes to or on behalf of any other Party's employees. No employees or agents of one Party will be deemed, or represent themselves to be, employees of another Party.

31. NO THIRD PARTY BENEFICIARIES. This Agreement is for the benefit of the Parties only, and no third party will have any rights under this agreement.

32. NONDISCRIMINATION. The Parties will comply with the nondiscrimination requirements of applicable federal, state and local statutes and regulations.

33. COUNTERPARTS. This Agreement may be signed in counterparts and, if so signed, will be deemed one integrated Agreement.

34. FILING AND EFFECTIVE DATE; PRIOR AGREEMENTS. This Agreement will become effective January 1, 2019, subject to its approval by the legislative bodies of all jurisdictions who are members of SKHHP as of January 1, 2019, and, pursuant to RCW 39.34.040, upon recording this Agreement or posting this Agreement on a Party's web site or other electronically retrievable public source. Although this Agreement may be approved and signed by a Party after the Agreement's effective date, all acts consistent with the authority of this Agreement that occur on or after January 1, 2019, are hereby ratified and affirmed, and the terms of this Agreement will be deemed to have applied.

(Signature Page Follows)

Approved and executed this _____ day of _____, 2019.

Name of Party: _____ Approved as to form

 By: _____ City Attorney
 Its: _____

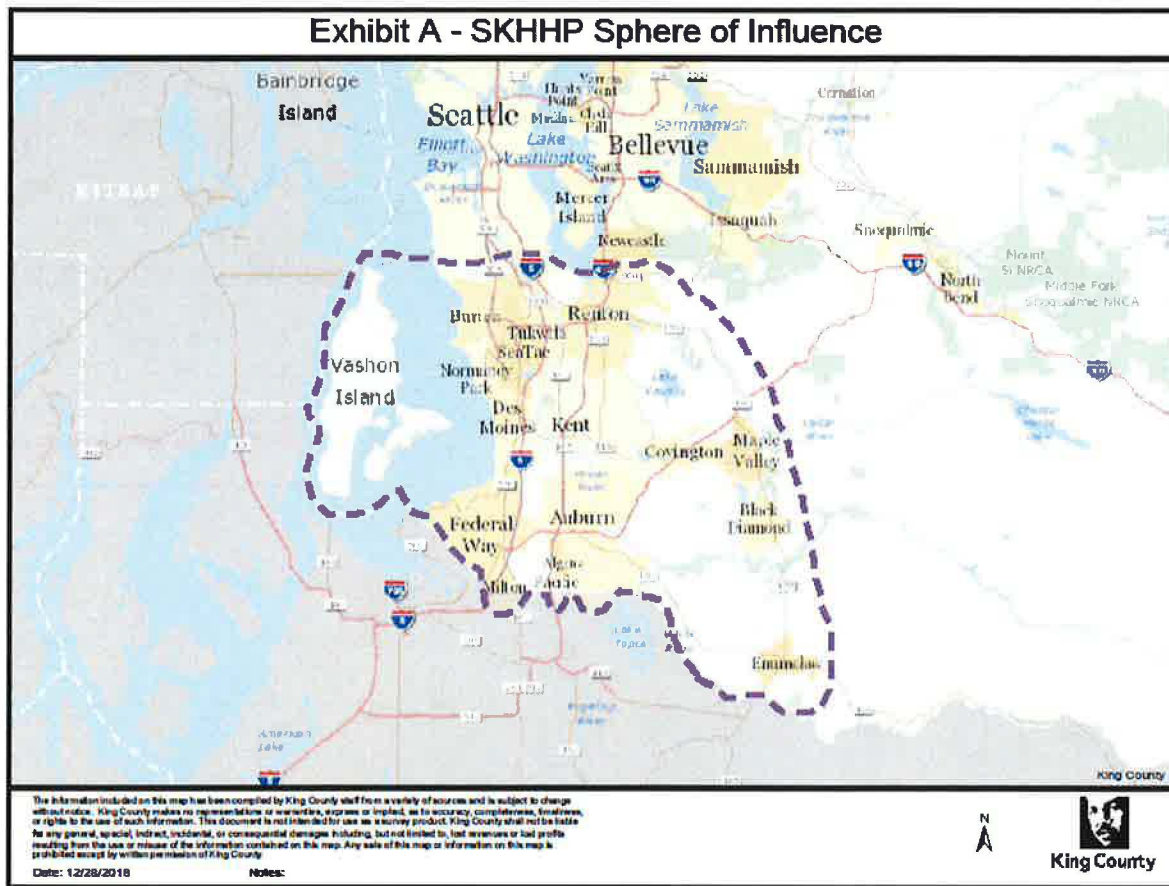


EXHIBIT B

FIRST YEAR SKHHP BUDGET
9 cities & King County
Year 1: 10 months of Operations

Annual Expense Budget

Full-time manager with salary/taxes/benefits	\$	130,000
Administrative & low-level policy support with salary/taxes/benefits	\$	90,000
Expenses - travel, phone, postage, and start-up costs	\$	19,000
Space	\$	12,000
SubTotal	\$	251,000
10% Fiscal Administration Fee	\$	25,100
TOTAL	\$	276,100
Cost for 10 months of Operations:	\$	230,083

Revenue Budget

Outside sources* (County, philanthropy, aligned organizations)	\$	68,000
Office Space (in-kind donation) [Pro-rated]	\$	10,000
Shared among participating cities (see below)	\$	152,083
TOTAL	\$	230,083

Shares for participating cities:

	Population (OFM 2018 est)	% of Population	Grouped by Size**
Auburn	80,615	12%	\$ 20,236
Burien	51,850	8%	\$ 11,675
Covington	20,080	3%	\$ 5,837
Des Moines	31,340	5%	\$ 5,837
Federal Way	97,440	15%	\$ 20,236
Kent	128,900	20%	\$ 26,463
Normandy Park	6,700	1%	\$ 3,113
Renton	104,100	16%	\$ 26,463
Tukwila	19,800	3%	\$ 5,837
Unincorporated SKC	111,000	17%	\$ 26,463
TOTAL	651,825		\$ 152,161

***Outside sources**

KC Housing Authority	15,000
Enterprise	5,000
King County***	48,000
TOTAL	68,000

****Grouped by Size Ranges**

<10,000	\$	3,113
10,001 - 35,000:	\$	5,837
35,001 - 65,000:	\$	11,675
65,001 - 100,000	\$	20,236
100,001+ :	\$	26,463

***King County has committed \$75,000;
including covering the share for unincorporated
(In Year 1, the accrual from the unincorporated SKC
share is used for \$7K in startup costs)

SECOND YEAR SKHHP DRAFT BUDGET**9 cities & King County****Year 2: Full Year of Operations****Annual Expense Budget**

Full-time manager with salary/taxes/benefits	\$	130,000
Administrative & low-level policy support with salary/taxes/benefits	\$	90,000
Expenses - travel, phone, postage	\$	12,000
Space	\$	12,000
SubTotal	\$	244,000
10% Fiscal Administration Fee	\$	24,400
TOTAL	\$	268,400

Revenue Budget

Outside sources* (County, philanthropy, aligned organizations)	\$	61,000
Office Space (in-kind donation)	\$	12,000
Shared among participating cities (see below)	\$	195,400
TOTAL	\$	268,400

Shares for participating cities:

	Population (OFM 2018 est)	% of Population	Grouped by Size**
Auburn	80,615	12%	\$ 26,000
Burien	51,850	8%	\$ 15,000
Covington	20,080	3%	\$ 7,500
Des Moines	31,340	5%	\$ 7,500
Federal Way	97,440	15%	\$ 26,000
Kent	128,900	20%	\$ 34,000
Normandy Park	6,700	1%	\$ 4,000
Renton	104,100	16%	\$ 34,000
Tukwila	19,800	3%	\$ 7,500
Unincorporated SKC	111,000	17%	\$ 34,000
TOTAL	651,825		\$ 195,500

***Outside sources**

KC Housing Authority	15,000
Enterprise	5,000
King County***	41,000
TOTAL	61,000

****Grouped by Size Ranges**

<10,000	\$	4,000
10,001- 35,000:	\$	7,500
35,001 - 65,000:	\$	15,000
65,001 - 100,000	\$	26,000
100,001+ :	\$	34,000

***King County has committed \$75,000;
including covering the share for unincorporated

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Affordable Housing Week
Proclamation

ATTACHMENTS:
1. Proclamation

FOR AGENDA OF: March 28, 2019

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: March 20, 2019

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

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

APPROVED BY CITY MANAGER
FOR SUBMITTAL: DSB for m.m.

Purpose and Recommendation

The purpose of this agenda is to recognize May 13-17, 2019 as Affordable Housing Week.

Suggested Motion

Motion 1: "I move to approve the Proclamation recognizing May 13-17, 2019 as Affordable Housing Week."

Background

In May, 2016 the Housing Development Consortium (HDC) kicked off King County's first-ever Affordable Housing Week, alongside partners from across the Country, to highlight the current and future need and policy solutions for preserving and creating affordable housing in cities all throughout King County. Affordable Housing Week is now an annual tradition to show why affordable housing is so important in all our communities, and to demonstrate support for the movement to ensure that all people have the chance to live in safe, healthy, affordable homes within communities of opportunity.

Discussion

Studies have shown that each \$100 increase in median rent results in a 15% increase in homelessness in metro areas and a 39% increase in homelessness in nearby suburbs and rural areas. There were 1,220 students identified as homeless during the 2017-2018 school year by the Highline School District. In addition to recognizing May 13-17, 2019 as Affordable Housing Week, an Interlocal Agreement between the Cities of Auburn, Burien, Covington, Des Moines, Federal Way, Kent, Normandy Park, Renton, Tukwila and King County, for the creation and operation of a joint undertaking known as the South King Housing and Homelessness Partners (SKHHP), is on the March 28, 2019 agenda seeking Council approval.

Alternatives

Approve the Proclamation as written.

Approve the Proclamation with suggested amendments.

Do not approve the Proclamation.

Financial Impact

None.



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



Proclamation

WHEREAS, all people should have access to safe, healthy, and affordable homes within communities of opportunity; and

WHEREAS, studies have found that each \$100 increase in median rent results in a 15% increase in homelessness in metro areas and a 39% increase in homelessness in nearby suburbs and rural areas; and

WHEREAS, there were 1,220 students identified as homeless during the 2017-18 school year by the Highline School District; and

WHEREAS, the combined cost burden of housing plus transportation can be substantially reduced by locating affordable housing opportunities in proximity to transit; and

WHEREAS, the All Home community identifies affordable housing as a critical component of making homelessness rare, brief, and one-time; and

WHEREAS, everyone benefits from affordable housing, including the people who reside in these properties, their neighbors, businesses, employers, and the community as a whole; and

WHEREAS, the Association of Washington Cities determined that enhancing efforts to increase affordable housing, decrease homelessness, and improve a strained behavioral health system was a critical priority for the 2019 Legislative Session; and

WHEREAS, united in an effort to raise public awareness, communities throughout King County are participating in local Affordable Housing Week efforts to inform the public of the critical need to preserve and increase affordable housing in our communities; and

WHEREAS, the City of Des Moines endorses the goals, objectives, and purposes of Affordable Housing Week, and in doing so, recommits itself to ensuring that our community thrives with opportunity, and that all people in it live with dignity in safe, healthy, and affordable homes;

NOW THEREFORE, THE DES MOINES CITY COUNCIL HEREBY PROCLAIMS May 13-17, 2019 as

AFFORDABLE HOUSING WEEK

SIGNED this 28th day of March, 2019.

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: Senior Services Advisory Committee
Appointment

ATTACHMENTS:
1. Application

FOR AGENDA OF: March 28, 2019

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: March 20, 2019

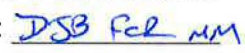
CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

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

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

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

Suggested Motion

Motion: “I move to confirm the Mayoral appointment of Sally Caldwell and Kaylene Moon each to an open position on the City of Des Moines Senior Services Advisory Committee, effective immediately and expiring on December 31, 2020.”

Background

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

of such laws and regulations on delivery of senior services, and to perform such other tasks as are assigned by the City Council.

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

Discussion

Sally Caldwell and Kaylene Moon are seeking appointments to fill two vacant two year terms.

Alternatives

None provided.

Financial Impact

No financial impact.

Recommendation/Concurrence

Des Moines Administration recommends the Mayoral appointment of Sally Caldwell and Kaylene Moon to two unexpired terms on the Senior Services Advisory Committee.



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

RECEIVED

Recvd. DEC 12 2018

CITY OF DES MOINES
CITY CLERK

Please Check

NAME: Sally Caldwell
 ADDRESS: 25805 13th Pl. S.
 CITY/ZIP: Des Moines 98198
 PHONE: Home 760-631-1740 Work _____
 LENGTH OF RESIDENCE AT THE ABOVE ADDRESS 9 yrs
 REGISTERED VOTER? yes
 E-MAIL ADDRESS: none

- ☐ Civil Service Commission
☐ Library Board
☐ Human Services
☒ Senior Services /
☒ Arts Commission 2_
☐ Marina Beach Park

EMPLOYMENT SUMMARY LAST FIVE YEARS: Retired

Are you related to anyone presently employed by the City or a member of a City Board? no
 If yes, explain: _____

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

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

1. Why do you wish to serve in this capacity and what can you contribute? I'm experienced in community development (mostly in churches) and devoted to building services + community for seniors - I'm also interested in developing our "main street" to be more attractive -

2. What problems, programs or improvements are you most interest in? I'm most interested in developing activities for seniors - beyond what exists now -

3. Please list any Des Moines elective/appointive offices you have run/applied for previously. _____

none



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

RECEIVED
Recvd. **RECEIVED**
FEB 05 2019 **FEB 05 2019**
BY: _____
Please Check **CITY CLERK**

NAME: Kaylene E Moon
ADDRESS: 815 S. 216th St WU 64
CITY/ZIP: Des Moines WA 98198
PHONE: Home 206-870-2062 Work 206-235 9852
LENGTH OF RESIDENCE AT THE ABOVE ADDRESS _____
REGISTERED VOTER? Yes
E-MAIL ADDRESS: ekmoon24@aol.com

- ☐ Civil Service Commission
- ☐ Library Board
- ☐ Human Services
- ☒ **Senior Services**
- ☐ Arts Commission
- ☐ Marina Beach Park
- ☐ Landmarks Commission
- ☐ Lodging Tax Committee

EMPLOYMENT SUMMARY LAST FIVE YEARS: I Retired in 1999, I have been active in the community since that time especially with senior and youth activities
My work was with Division on Aging Case Management Program serving King County - South King County was my area to serve
Are you related to anyone presently employed by the City or a member of a City Board? NO
If yes, explain: _____

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

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

1. Why do you wish to serve in this capacity and what can you contribute? I have a long time interest in The D.M.S Center. I was on the advisory Council when we selected the current building. It was a time of transition on many levels. I have been active at the center in many capacities - I believe my history and commitment to seniors and the community can be valuable.
2. What problems, programs or improvements are you most interest in? I would like to see continued work with new and current community partners in order to reach older people who may not frequent the Senior Center. I would also like to explore ways to reach out and include youth in meaningful experiences at the Center.
3. Please list any Des Moines elective/appointive offices you have run/applied for previously: I served on the Senior Services Advisory Council for 40.5 yrs - I was also one of the original Destination of Des Moines Association members

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Sexual Assault Awareness Month
Proclamation

FOR AGENDA OF: March 28, 2019

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: March 20, 2019

ATTACHMENTS:

1. Proclamation

CLEARANCES:

[X] City Clerk 

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, 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 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 28th day of March, 2019.

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: Havenwood Park Final Plat

FOR AGENDA OF: March 28, 2019

ATTACHMENTS:

1. Draft Resolution No. 19-027
2. Resolution 1060 (Preliminary Approval)
3. Final Plat Document
4. Agreement on 16th Avenue South Improvements

DEPT. OF ORIGIN: Community Development

DATE SUBMITTED: March 21, 2019

CLEARANCES:

☒ Community Development DEL

☐ Marina _____

☒ Parks, Recreation & Senior Services DEL for Susan

☒ Public Works DEL for Susan

CHIEF OPERATIONS OFFICER: _____

☒ Legal TG

☒ Finance Law

☐ Courts _____

☐ Police _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: DSB for mm

Purpose and Recommendation

The purpose of this agenda item is to facilitate the City Council consideration of Draft Resolution No. 19-027 (Refer to Attachment 1) approving the final subdivision for the planned unit development (PUD) entitled "Havenwood Park" (formerly Crestwood Park). Staff recommends that City Council approve the proposed final plat by passing the following motion which will appear on the consent calendar:

Suggested Motions

Motion 1: "I move to adopt Draft Resolution No. 19-027 approving the final plat entitled 'Havenwood Park', City File No. LUA2017-0044."

Motion 2: “I move to authorize the City Manager to sign the ‘16th Avenue South Improvements and Transportation Impact Fee Credit Agreement’, substantially in the form as submitted in Attachment 4.”

Background

Preliminary approval was granted for the subdivision of Crestwood Park PUD by Resolution No. 1060 on December 6, 2007 (Refer to Attachment 2), and focused on the proposed project compliance with the criteria established by Des Moines Municipal Code. The project applicant at that time was Northlake Crestwood Park LLC.

During the period between November 2008 and October 2017, no submittals related to the subdivision were made to the City and no permits were issued.

Polygon Northwest became the potential applicant for the subdivision in October of 2017 and requested a one year extension to allow them to complete construction of the civil improvements. City Council approved Resolution 1374 on November 30, 2017 thereby extending the final plat deadline to December 6, 2018.

Construction of the required infrastructure is now substantially complete, and the site is served by roads, drainage, utility systems and other improvements required for the future residential use of the site. Building permit applications for three model homes (single family and duplex) have been issued.

Discussion

City Council review of applications for final plat approval is required pursuant to DMMC 17.10.240. Should Council approve the proposed final plat, it will allow the final plat entitled ‘Havenwood Park’ (formerly ‘Crestwood Park’) to be recorded with the King County Recorder’s Office and will enable the applicant to file for further building permits on the lots within the subdivision.

Polygon Homes filed their Final Plat application on November 2, 2018. They requested an extension of the 30 day review timeline in DMMC 17.10.250 for submittal of final plats in order to complete the construction of improvements. Staff concluded that the final plat (Refer to Attachment 3) sufficiently demonstrated that the subdivision meets the approval criteria established by DMMC 17.10.240. A topic-by-topic evaluation of the final plat’s compliance with the criteria is provided below:

(1) PRELIMINARY PLAT CONSISTENCY

DMMC 17.10.240 (1)(a) requires that the final plat be consistent with the approved preliminary subdivision. Based on a review of the preliminary plat design (as modified by approved minor deviations) and multiple site visits, staff has concluded that the final plat is consistent with the preliminary plat design approved by the City Council. Additionally, the applicant has complied with the conditions of approval established by Resolution No. 1060 on December 6, 2007 and the approved minor deviations except for the following items, to be addressed as follows:

The applicant has posted a bond for the construction of the private park/recreation Tract “B”, including the installation of the playground equipment and landscaping. A park in-lieu fee will be paid prior to final plat recording to compensate for a 9,469 square foot reduction in park area that resulted from a minor redesign of the subdivision. Applicant has submitted a Declaration of Covenants, Conditions and Restrictions for review. The document will be recorded concurrently with final plat.

(2) SUBDIVISION DESIGN AND LAYOUT

DMMC 17.10.240(1)(b) requires the final plat to be consistent with the design and layout requirements of Chapter 17.35 DMMC and the provisions established by Chapter 58.17 RCW. The Findings of Fact attached as Exhibit 1 to Resolution 1060 found that the proposed preliminary modified subdivision was consistent with chapter 17.35 DMMC and chapter 58.17 RCW. Therefore, the final plat is consistent with this requirement since it is consistent with the approved preliminary plat.

(3) PUBLIC INFRASTRUCTURE

DMMC 17.10.240(1)(c) requires that all infrastructure improvements be installed or the posting of financial securities to cover the cost of installation of the outstanding improvements. All required infrastructure improvements have either been installed by the applicant or will be bonded prior to recording final plat. The new roadways have been constructed along with related curb, gutter, sidewalk and street light improvements. In addition, Polygon has agreed to overlay 16th Avenue South which is detailed in Attachment 4. This paving work will be considered as meeting the frontage improvement requirement and be credited towards the traffic impact fees due for each single family unit in the project. The overlay of 16th Avenue South will help to preserve the structural integrity of the road base which supports the capacity for vehicle traffic on 16th Avenue South. It is anticipated that the total cost of the 16th Avenue South improvements will not exceed \$225,000. The impact fee credit will reflect only actual costs to build the improvements.

(4) PERFORMANCE AND MAINTENANCE BONDING

RCW 58.17.130 requires that local regulations provide that in lieu of the completion of the actual construction of any required improvements prior to the approval of a final plat the applicant can post securities for the outstanding improvements ensuring completion after recordation of the final plat. The City provides for this in DMMC 17.40.140, but requires that the work be completed within one year of a recordation of the final plat documents. The City Manager can grant a one year extension if the work is not completed within a year of recordation of the final plat.

The applicant currently has performance bonds for site restoration work pertaining to the approved road and drainage plans and for the landscaping and wetland mitigation plantings. A plat maintenance bond and a landscape maintenance bond will be retained for a one year maintenance period beginning at the acceptance of the improvements. Bonds for wetland monitoring will also be retained for a period of five years.

Alternatives

The City Council has two other alternatives in addition to the recommended action:

1. The City Council may approve the final plat with additional conditions; however, any changes must be supported by additions to the findings of fact. The changes, if any must be supported by the public record.
2. The City Council may deny the final plat; however, new findings of fact would have to be prepared to support this decision. The reason for denying the final plat approval would have to be supported by the public record.

Financial Impact

No immediate and direct financial impacts are anticipated. Approval of the subdivision and subsequent development does have a long term positive impact on overall assessed valuation of property and corresponding taxes collected as well as collection of traffic impact fees, but these revenues are largely offset by mitigation of project impacts or expenditures for future City services related to residential use of the property.

Recommendation

Staff has reviewed the proposed final plat (Refer to Attachment 3) and determined that the subdivision is consistent with the cited local and state statutes. Therefore, staff recommends approval of the Final Plat entitled "Havenwood Park."

CITY ATTORNEY FIRST DRAFT, 03/21/2019**DRAFT RESOLUTION NO. 19-027**

A RESOLUTION OF THE CITY OF DES MOINES, WASHINGTON approving the Final Plat entitled "Havenwood Park" as shown and described in City Administration file number LUA2017-0044.

WHEREAS, the City has received an application for the Final Plat for the modified subdivision entitled "Havenwood Park," (formerly Crestwood Park) from Polygon WLH, LLC, the owner of the real property described in said application, and

WHEREAS, pursuant to the State Environmental Policy Act, chapter 43.21C RCW, the Administrative Rules and local ordinance adopted to implement it, the SEPA Official reviewed all relevant environmental documents and determined that the proposed subdivision would not result in probable significant adverse environmental impacts, and based on information within those environmental documents, a Determination of Non-significance was issued, and

WHEREAS, the environmental documents have been available for review with the subdivision application during the review process, and

WHEREAS, the City Council passed Resolution Number 1060 at its regular meeting on December 6, 2007 approving the preliminary modified subdivision entitled "Crestwood Park", and

WHEREAS, the City Council at a regular meeting on November 30, 2017 passed Resolution No. 1374, thereby approving a one year extension to the preliminary modified subdivision entitled "Crestwood Park" to December 6, 2018, and

WHEREAS, the Community Development Director and Public Works Director approved minor deviations to the preliminary plat entitled "Crestwood Park" on December 13, 2017 and October 2, 2018, and

WHEREAS, Polygon WLH, LLC submitted an application for the Final Plat for the modified subdivision entitled "Havenwood Park" (formerly Crestwood Park) on November 2, 2018, and

WHEREAS, the applicant has complied with or posted securities to ensure compliance with all conditions established by Resolution 1060 and the approved minor deviations, and

Resolution No. _____
 Page 2 of 4

WHEREAS, the City Council, in regular meeting on March 28, 2019, reviewed the proposed Final Plat entitled "Havenwood Park"; now, therefore

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

Sec. 1. The following findings of fact are adopted by the Des Moines City Council:

(1) The Final Plat is consistent with the preliminary subdivision approved by the City Council on December 6, 2007, under Resolution No. 1060, except for minor deviations approved by the Community Development Director and Public Works Director on December 13, 2017 and October 2, 2018, and

(2) The minor deviations approved by the Community Development Director and Public Works Director:

(a) Are necessary because information provided in the survey for final plat was not available and reasonably could not have been provided during consideration of the preliminary subdivision; and

(b) Do not increase the number of lots; and

(c) Comply with the provisions of chapter 17.35 DMMC; and

(d) Do not substantially change the location or nature of any improvements or any other element of the subdivision; and

(e) In no way significantly alters the subdivision.

(3) All required improvements are installed or securities to cover the cost of installation are submitted in accordance with DMMC 17.40.090, and

(4) The Final Plat is consistent with the provisions of Title 17 DMMC, and chapter 58.17 RCW.

Sec. 2. Decision criteria. The criteria used in making the decision are those required by chapter 17.10 DMMC and chapter 17.15 DMMC.

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Sec. 3. Approval subject to conditions. The modified subdivision and the Final Plat entitled "Havenwood Park" is hereby approved by the Des Moines City Council subject to the following conditions:

(1) The applicant has submitted a Declaration of Covenants, Conditions and Restrictions. The document will be recorded concurrently with the final plat, and

(2) The park in lieu fee shall be paid prior to the recording of the final plat pursuant to DMMC 17.35.180, and

(3) The 16th Avenue South frontage improvements shall be provided pursuant to the "16th Avenue South Improvements and Transportation Impact Fee Credit Agreement", and

(4) Ownership of the surface water detention/park tracts and environmentally sensitive area tract shall be deeded to the city after recording of the final plat.

Sec. 4. Compliance with other law. Nothing in this Resolution shall be construed as excusing the applicant from compliance with all federal, state, or local statutes, ordinances, or regulations applicable to this subdivision other than as expressly set forth herein.

Sec. 5. Resolution attached to approval documents. A certified copy of this Resolution, along with the findings of fact herein adopted, shall be attached to and become a part of the evidence of said subdivision and Final Plat and shall be delivered to the applicant.

Sec. 6. Distribution of resolution following City Council action. Certified or conformed copies of this Resolution shall be delivered to the following:

- (1) City of Des Moines Community Development Department;
- (2) South King Fire and Rescue; and
- (3) City Clerk of the City of Des Moines.

ADOPTED BY the City Council of the City of Des Moines, Washington this _____ day of _____, 2019 and signed in authentication thereof this _____ day of _____, 2019.

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Matt Pina, Mayor

APPROVED AS TO FORM:

Tim George, City Attorney

ATTEST:

Bonnie Wilkins, City Clerk

RESOLUTION NO. 1060

A RESOLUTION OF THE CITY OF DES MOINES, WASHINGTON approving the preliminary Planned Unit Development (hereinafter "PUD") subdivision entitled Crestwood Park, (hereinafter, the "subdivision") subject to conditions specified herein.

WHEREAS, Northlake Crestwood Park LLC. (hereinafter, the applicant) filed an application for a preliminary PUD subdivision, and

WHEREAS, Development Services determined that the application met the procedural submittal requirements on December 8, 2006 and subsequently issued a notice of complete application, and

WHEREAS, the subdivision is located on property within the RS-7200: Residential Single Family 7,200 zone, and

WHEREAS, PUDs are authorized in all single family residential zones, and

WHEREAS, the subdivision provides opportunities for unique and innovative development designs not able to be accomplished under standard subdivision requirements, and

WHEREAS, an environmental checklist for the subdivision was submitted to the City of Des Moines and was reviewed by the SEPA responsible official for the City of Des Moines, and

WHEREAS, the SEPA official issued a Determination of Non-Significance for the subdivision, and

WHEREAS, the environmental documents have been available for review with the subdivision application during the review process, and

WHEREAS, the Des Moines Planning Agency reviewed the subdivision at its regular meeting on November 5, 2007, and

WHEREAS, the Des Moines Planning Agency, after review of the PUD subdivision at a public meeting and consideration of the information provided by administration, recommended approval of the application subject to specific conditions, and

WHEREAS, the City Council, in a public hearing on November 15, 2007 and December 6, 2007 considered the PUD subdivision, the environmental documents, recommendations from the Planning Agency, and information provided by administration; now therefore,

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

Sec. 1. Findings of fact. The findings of fact set forth in Exhibit 1, attached hereto and incorporated by this reference, are adopted in full by the City Council in support of its decision to approve the subdivision subject to specific conditions.

Sec. 2. Decision criteria. The criteria used in making the decision are those required by DMMC 17.16.130 and DMMC 18.52.010. The City Council finds that the subdivision is in

compliance with the required criteria, as set forth in the findings of fact in Exhibit 1, adopted above.

Sec 3. Approved deviations. Consistent with the provisions of DMMC 17.36.010, DMMC 18.52.100, and DMMC 18.86.090 the following deviations are approved:

Subdivision Layout and Design Deviations (chapter 17.36 DMMC)

(1) Minimum lot width and depth to maintain standard width to depth ratio is not met for lots 2 - 3, 6, and 9 - 20.

(2) Corner lots are not 5 feet wider than the 60 foot minimum width established by zoning.

(3) An alley will serve lots 9 - 12. The alley will be 22 feet wide with a 20 foot wide asphalt travel surface.

(4) The pavement width is reduced from 28 feet to 24 feet for roads A and B. On street parking to be restricted to the east side of the street only.

(5) The right-of-way width for road C is proposed to be reduced to 52 feet from 60 feet.

Zoning Code Deviations (Chapter 18.08 DMMC)

(1) Minimum lot area will be less than 7,200 square feet on all lots. The average lot size within the PUD is 4,471 square feet.

(2) Minimum lot width of 60 feet is reduced to a minimum of 40 feet for all lots except row-style/townhouse lots 9-12 which will have a minimum lot width of 25 feet.

(3) The minimum front yard setback is reduced from 20 feet to 10 feet for all lots except for lots 39 and 40 which shall be 15 feet.

(4) The side yard setbacks for the Crestwood Park PUD are as follows:

(a) Row-style/townhouse lots: for lots 10-11 the side yard setback is zero (0) feet on both sides. For lot 9, the side yard setback is zero (0) feet on one side yard, and five (5) feet on the other side. For lot 12, the side yard setback is zero (0) feet on one side and ten (10) feet on the other side on account of being a corner lot.

(b) Duplex lots: each pair of duplexes contain a common property line of which there is a zero (0) foot set back. All other side yards shall be five (5) feet unless the buffer requirements require an increased setback distance.

(c) Single family lots: all single family lots have a side yard setback of five (5) feet on both sides except for lots 1, 7, and 28, where there is a ten (10) foot setback on one side and lot 37 which has a fifteen (15) foot setback adjacent to 12th Place South on account of being a perimeter lot or a corner lot.

(5) The minimum rear yard setback is reduced from twenty (20) feet to ten (10) feet on all lots except as follows

(a) Lots 29, 32, 33, 36, 41, 44, 45, 48, 49, 52, 53, 56, 57, 60, 61, and 64 shall have a zero (0) foot setback along the common property line of the back duplex lots.

(b) Lots 20 - 25 shall have a fifteen (15) foot setback.

PUD Buffer Deviations (Chapter 18.52 DMMC)

The following perimeter buffer is established for the Crestwood Park PUD:

(1) Along 16th Avenue South the perimeter buffer is at least 20 feet consisting of a 10 foot rear yard setback and a ten (10) foot minimum open space tract.

(2) Along the west property lines of the project and the north property line along lots 30, 31, 34, and 35 the perimeter buffer is reduced from twenty (20) feet to fifteen (15) feet.

(3) Along the south property line of the project, the perimeter buffer is reduced from twenty (20) feet to fifteen (15) feet, except the perimeter buffer located within lot 40 which is reduced to ten (10) feet.

(4) Along the east property line along lot 63 the perimeter buffer is reduced from twenty (20) feet to ten (10) feet.

(5) Along 12th Place South the perimeter buffer is reduced from twenty (20) to fifteen (15) feet.

Sec. 4. Approval subject to conditions. The subdivision is approved subject to the following conditions and modifications:

(1) The applicant shall submit a complete landscaping plan for all yard areas within the subdivision.

(2) The design of the residential structures located within the proposed PUD subdivision shall comply with the following guidelines:

(a) All front loaded garages shall be offset a minimum of 8 feet from the front of the front porch and a minimum of 3 feet from the front of the building façade;

(b) No more than two of the same model and elevation shall be built on the same block frontage nor shall the same model and elevation be built on adjacent lots. (Models are defined as having significant variations in floor plans, which allows for variety in the massing of the home);

(c) When the same model and elevation is located on the same block, the developer shall differentiate the same model through the use of at least two building materials and color schemes;

(d) Residential building facade modulation shall include all the following:

(i) The maximum wall length without modulation shall be 25 feet.

(ii) The sum of the modulation depth and width shall be no less than eight feet. Neither the modulation depth nor the modulation width shall be less than two feet.

(iii) All building elevations shall have at least one 24 inch vertical articulation or change in plane. The articulation may involve the use of a covered porch, a dormer, a well-defined entry element, or similar type of protrusion or recess in the building wall as determined by the City's planning division;

(e) Residential buildings with rooflines exceeding 60 feet in length shall provide roofline variation in accordance with all of the following:

(i) The maximum roof length without variation shall be 30 feet.

(ii) The minimum horizontal or vertical offset shall be two feet.

(iii) The minimum variation length shall be eight feet.

(iv) Roofline variation shall be achieved using one or more of the following methods:

(A) Vertical offset in ridge line.

(B) Horizontal offset in ridge line.

(C) Variations in roof pitch.

(D) Gables.

(f) Residential structures on interior lots will have windows that do not directly face the windows on the residential structure located on the adjacent lot;

(g) All buildings will have a covered porch or a similar main entry point oriented toward the public realm;

(h) All porches and stoops must have a permanent walkway which connects to the back of the public sidewalk.

(3) The Developer will pay \$120,050 in school mitigation fees calculated in the following manner:

(a) \$35,528 for the attached dwelling units (38 * \$856);

(b) \$87,522 for the detached dwelling units (29 * \$3018).

The school impact fee must be paid prior to final plat recordation.

(4) The applicant will comply with the terms of the voluntary agreement for traffic mitigation between the applicant and the City of Federal Way prior to recordation of the final plat.

(5) The applicant will be required to provide a joint driveway access to lots 3 - 4, 13 - 14, 37 - 38, and 65 - 66.

(6) Lots 2 - 4 shall not have direct access to 16th Avenue South.

(7) Financial payment in-lieu of physical construction for the 16th Avenue South frontage improvements which will be applied to the 16th Avenue South (Phase 5) project identified in

the City's Capital Improvement Plan. The in-lieu payment will be paid prior recordation of the final plat.

(8) The developer shall make off-site improvements at the intersection of 13th Avenue South and South 276th Street in the form of a traffic circle to address overall quality of life concerns within the Redondo Riviera community.

(9) A private maintenance agreement will be required for all landscaping areas within the PUD. The maintenance of all landscaping including areas within the public right-of-way will be maintained by the home owners.

(10) The applicant shall deed ownership of the surface water detention/park tracts and the environmentally sensitive area tract to the City of Des Moines prior to the final plat documents being recorded by King County. Recordation of the deeds shall be accomplished after recordation of the final plat.

(12) Park benches or tables shall not be located in Tract J.

(11) Every lot except for lots 9 - 12 shall have a minimum of 400 square feet of private recreational space with no dimension being less than 15 feet; provided, that private recreational area is not locate in or adjacent to the front yard setback.

Sec. 5. Approved Preliminary PUD Subdivision Plat Map. The Preliminary Modified Subdivision in Exhibit 2, attached hereto and incorporated by this reference, is adopted in full by the City Council.

Sec. 6. Compliance with other law. Nothing in this resolution shall be construed as excusing the applicant from compliance with all federal, state, or local statutes, ordinances, or regulations applicable to this subdivision other than as expressly set forth herein.

Sec. 7. Resolution attached to approval documents. A certified copy of this resolution, along with the herein referenced findings of fact and preliminary plat, shall be attached to and become a part of the evidence of the approval of said preliminary PUD subdivision to be delivered to the applicant.

Sec. 8. Distribution of resolution following Council action. Certified or conformed copies of this resolution shall be delivered to the following:

- (1) City of Des Moines Planning, Building and Public Works Department;
- (2) South King Fire and Rescue; and
- (3) City Clerk of the City of Des Moines.

Sec 9. Distribution of resolution by planning official. Within five days following adoption of this resolution, the planning official shall distribute the resolution to the

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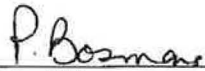
Resolution No. 1060
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applicant, and to each person who submitted timely written or oral testimony to the City Council for inclusion in the record.

ADOPTED BY the City Council of the City of Des Moines, Washington this 6th day of December, 2007 and signed in authentication thereof this 6th day of December, 2007.


MAYOR

APPROVED AS TO FORM:


City Attorney

ATTEST:


City Clerk

FINDINGS OF FACT

RESOLUTION NO. 1060, EXHIBIT 1

December 6, 2007

The Des Moines City Council, upon review of an application requesting approval of a preliminary PUD subdivision allowing for the subdivision of 67 single residential lots and in consideration of information communicated during a public hearing hereby finds:

(A) Modified Subdivision

1. Except where otherwise stated herein, the proposed plat is consistent with the applicable provisions of the comprehensive plan, zoning code, and other City policies and regulations.
 - a. The developer has submitted the requisite permit applications for a preliminary plat utilizing the provisions of a subdivision codified in Chapter 17.16 of the Des Moines Municipal Code.
 - b. PUD's are authorized in all single family residentially zoned areas.
 - c. The application specifically requests to divide 13.10 acres of underdeveloped land into 67 lots for residential use.
 - d. The zoning for the property is RS-7200: Residential Single Family 7,200.
 - e. The Preferred Land Use Map for the Des Moines Comprehensive Plan indicates the subject property as preferred for single family developments and public facilities.
 - f. The subdivision contains tracts for wetlands and required buffers; therefore, the number of lots within the subdivision shall be determined under the provisions for limited density transfer for environmentally sensitive areas codified in DMMC 18.86.090.
 - g. The limited density transfer calculation of potential dwelling units in residential development proposals is determined by the ratio of developable area to undevelopable critical area of the development site.
 - h. The limited density formula is designed to provide compensation for the preservation of critical areas, flexibility in design, and consistent treatment of different types of development proposals.
 - i. The number of lots within the subdivision is consistent with the limited density transfer calculations as demonstrated below:

$$[(\text{Developable Area}) \div (\text{Minimum Lot Area/DU})] + [(\text{Undevelopable Area}) \div (\text{Minimum Lot Area/DU}) (\text{Development Factor})] = \text{Maximum Number of Dwelling Units.}$$

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$[454,720 / 7,200] + [(115,869 / 7,200) * 0.27] = \text{Maximum Dwelling Units.}$

$63.20 + [16.09 * 0.27] = \text{Maximum Dwelling Units}$

$63.20 + 4.35 = \text{Maximum Dwelling Units}$

$67.55 = \text{Maximum Dwelling Units}$

$67 = \text{Maximum Dwelling Units}$

- j. The reduction in the minimum lot size is consistent with the intent of the zoning code or the subdivision code.
- k. The reduction in the minimum lot size has been appropriately mitigated by extra park space, providing a private recreation tract, and the design requirements established as a condition of approval.
- l. The maximum number of lots shown on the preliminary site plan provides sufficient compensation for the protection of the wetland as required by the limited density transfer and the City's Environmentally Critical Areas regulations.
- m. The Des Moines Planning, Building, and Public Works Department issued a written notice of complete application on December 8, 2006 providing official notice that the application met the procedural submittal requirements established by the City.
- n. The Des Moines Planning, Building, and Public Works Department issued a notice of preliminary PUD subdivision application on August 7, 2007.
- o. A DNS was issued in accordance with WAC 197-11-350 and DMMC 16.04.110 on October 18, 2007.
- p. A public comment period for the DNS was provided from October 18, 2007 to November 2, 2007 for the SEPA determination.
- q. The Des Moines Planning Agency met on November 5, 2007 to review the PUD subdivision. There were no public comments at the meeting. The Planning Agency recommended that the Council approve the preliminary PUD subdivision. The Planning Agency voted 5-0 in support of this recommendation.
- r. The Des Moines Planning, Building, and Public Works Department provided a notice of public hearing on October 18, 2007 and provided an additional public comment period from October 18 to November 15, 2007.

Resolution No. 1060, Exhibit 1
Page 3 of 8

- s. At the November 15, 2007 and December 6, 2007 public hearing, an opportunity to receive public comment was afforded to that applicant and interested citizens regarding the proposed modified subdivision.
2. There are adequate provisions for drainage ways, rights-of-way, sidewalks, easements, water supplies, sanitary waste, fire protection, power service, parks, playgrounds and schools. These provisions include:
- a. The City has reviewed Traffic Analysis prepared by Transportation Engineering Northwest, dated January 2007.
 - b. The subdivision is served by the development of 3 new public rights-of-way, consistent with City requirements.
 - c. The road layout provides connections to 16th Avenue South and 12th Place South.
 - d. The applicant is required to dedicate 5' of property to the City of Des Moines for public right-of-way use along 16th Avenue South.
 - e. Deviations to the street standards are authorized by DMMC 18.52.100 and DMMC 17.36.010.
 - f. The City has reviewed a Technical Information Report prepared by the Blueline Group dated August 29, 2007.
 - g. The proposed surface water detention vault is consistent with the 2005 King County Surface Water Design Manual.
 - h. All electrical and communication systems shall be installed underground by the applicant. Existing above-ground electrical and communication systems located in all rights-of-way adjoining the proposed subdivision and extending from the subdivision to the nearest utility pole also shall be undergrounded.
 - i. New fire hydrants within the subdivision will be installed by the applicant. Installation of the new fire hydrant will be done concurrently with the installation of the required right-of-way improvements.
 - j. All sewer, water, or surface water utilities will be within the ROW or contained within the appropriate easement.
 - k. The applicant is constructing 45,539 square feet of public park space.
 - l. As part of the project the applicant will be required to pay school impact fees to the Federal Way School District in the amount of \$120,050.

Resolution No. 1060, Exhibit 1
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3. The proposed plat design will serve the public use and interest and is consistent with the public health, safety, and welfare.
 - a. The proposed preliminary modified subdivision provides for coordinated development with adjoining properties or future development of adjoining properties including by providing additional pedestrian connections.
 - b. Proposed preliminary PUD subdivision provides for coordinated development with adjoining properties for future development by improving access limiting additional driveways on 16th Avenue South, since the PUD was designed to allow access to parcel 3222049111 via road A if and when the tax parcel is subdivided in the future.
 - c. Copies of the site plan were provided to the City of Federal Way during the review of the preliminary PUD since the City of Des Moines jurisdictional boundaries end on the eastern side of 16th Avenue South.
 - d. The City of Federal Way requested that to mitigate impacts to the City's transportation network the applicant pay traffic mitigation fees.
 - e. On October 22, 2007, the applicant informed the City of Des Moines that in order to mitigate the impact the applicant will enter into a voluntary mitigation agreement with the City of Federal Way.

(B) Planned Unit Development (PUD)

1. DMMC § 18.52.100 allows for the reduction in lot width and lot size requirements for PUD subdivisions as long as the density within the PUD subdivision does not exceed density for the net development for the underlying zone.
2. DMMC § 18.52.100(5) defines net development as the area remaining after subtracting the area set aside for churches, schools, or commercial use from the total development area.

Net Development Area divided by Minimum Lot Area/DU = Maximum Number of Dwelling Units

572,400 / 7,200 = Maximum Number of Dwelling Units

79.50 = Maximum Number of Dwelling Units

79 = Maximum Number of Dwelling Units

3. The PUD's density is consistent with the density for the underlying zone. In the RS-7200 zone, there are approximately 6.05 dwelling units per acre. After excluding the proposed and existing rights-of-way and all access tracts, there are approximately 6.23

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dwelling units per acre within the PUD which is substantially the same population density within the RS-7200 zone.

4. Within the PUD 3.86 acres or 29% of the site have been preserved as open space and 6.88 acres or 50% of the site is utilized for home construction. The remaining 2.76 acres or 21% is utilized as public right-of-way or private access tracts.
5. Crestwood Park is better than a traditional subdivision by applying a more creative approach which will result in a more efficient, aesthetic, and desirable community while at the same time maintaining the same population density and area coverage permitted in the zone in which the project is located.
6. The PUD is preserving 3.86 acres of open space, by the clustering of homes on smaller lots while maintaining the density for the underlying zone.
7. Deviations to the street standards are authorized by DMMC 18.52.100 and DMMC 17.36.010.
8. The applicant will incorporate pedestrian amenities in the PUD that are not normally found in a standard subdivision. These amenities include:
 - a. An increased relationship between the public and private realms through the placement of the homes in close proximity to the sidewalk.
 - b. Visual impact of the automobile has been de-emphasized through the use of alley lot homes and street-facing garages located back behind front porches.
 - c. Bulb-outs at all intersections have been installed to reduce the amount of area dedicated to traffic a pedestrian crosses and acts as a traffic calming measure by visually reducing the road width without reducing the size of the travel lane.
 - d. Tracts of open space have been strategically placed through the PUD to provide areas for pedestrians to engage in recreational opportunities. Approximately 6,681 square feet of open passive recreation area was provided as part of the PUD.
 - e. Aesthetic design guidelines were established as part of the conditions of approval. Additional design requirements will ensure superior and properly scaled housing within the proposed subdivision.
 - f. Additional pedestrian connections to the proposed public park are incorporated into the PUD as part of the 1/3 mile or 1,927 linear feet of trail that will connect to South 272nd Street and 16th Avenue South.

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- g. Physical improvements on South 272nd Street will go beyond the actual frontage of the development in order to provide meaningful improvements, particularly for pedestrians. The extension of these physical improvements will tie the sidewalk improvements along the Crestwood Park frontage together with other existing sidewalk improvements near by.
- h. The PUD includes the development of an additional 11,873 square feet of park space over the minimum requirement.
- i. The applicant will develop a full landscaping plan for the lots, open spaces, and ROWs to enhance the pedestrian quality of the PUD and provide for continuity of design for the entire project.

(C) WETLAND "A,C, & F"

- 1. The City has reviewed a wetland delineation report prepared by Wetland Resources, Inc. dated August 30, 2007
- 2. The above wetlands contain a total of 1,287 square feet and are considered palustrine, forested, broad-leaved deciduous, saturated wetland. Vegetation within the wetlands is represented by non-mature mixed canopy forest consisting mainly of an overstory of red alder and an understory of red-osier dogwood, salmonberry, and Oso-berry.
- 3. Wetlands A,C, & F are considered "Important" wetlands since the wetlands were delineated as Category III wetlands using the Washington State Wetland Rating System for Western Washington Revised (Ecology Publication #04-06-025).
- 4. Pursuant to DMMC § 18.86.070 "Important" wetlands require a 35 foot buffer measured from the wetland edge.
- 5. Wetland F is located wholly within an existing 20 foot wide right-of-way dedicated as part of Short Plat LUA01-026 (Lourie) and recorded under King County recording number 20021119900007.
- 6. Wetlands A and C are adjacent to the existing City right-of-way and must be filled to provide the required additional 32 feet of right-of-way.
- 7. The fill of the wetlands is the only practical alternative given the alignment of the existing right-of-way and necessity of providing sufficient right-of-way width to connect 12th Place South and 16th Avenue South.

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(D) WETLAND "B"

1. The City has reviewed a wetland delineation report prepared by Wetland Resources, Inc. dated August 30, 2007
2. Wetland B is a 717 square feet palustrine, forested, broad-leaved deciduous, saturated wetland. Vegetation within Wetland B is represented by non-mature mixed canopy forest consisting mainly of an overstory of red alder and an understory of red-osier dogwood, salmonberry, and Oso-berry.
3. Wetland B is considered an "Important" wetland since the wetland was delineated as a Category III wetland using the Washington State Wetland Rating System for Western Washington Revised (Ecology Publication #04-06-025).
4. Pursuant to DMMC § 18.86.070 "Important" wetlands require a 35 foot buffer measured from the wetland edge.
5. Given the size of the wetland (less than a 1,000 square feet), the wetland has insignificant habitat or functional value.
6. Past development activity has altered the hydrology of the wetland. Additionally, the majority of the buffer on the north side of the wetland will be removed as a result of the new road alignment discussed above.

(E) WETLAND "D,G, & H"

1. The City has reviewed a wetland delineation report prepared by Wetland Resources, Inc. dated August 30, 2007
2. The above wetlands contain a total of 2,208 square feet and are considered palustrine, scrub-shrub, broad-leaved deciduous, saturated wetland. Vegetation within the wetlands is represented by pioneer shrubs typical of disturbed sites consisting mainly of Himalayan blackberry and salmonberry.
3. Wetlands D,G,& H are considered an "Important" wetland since the wetland was delineated as a Category IV wetland using the Washington State Wetland Rating System for Western Washington Revised (Ecology Publication #04-06-025).
4. Pursuant to DMMC § 18.86.070 "Important" wetlands require a 35 foot buffer measured from the wetland edge.
5. The wetlands have been degraded by previous development and other human activity.
6. The areas proposed for fill have been altered through historic grading and construction activity for the construction of the access roads for Lakehaven's

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water towers and the existing home located on tax parcel 3222049110.

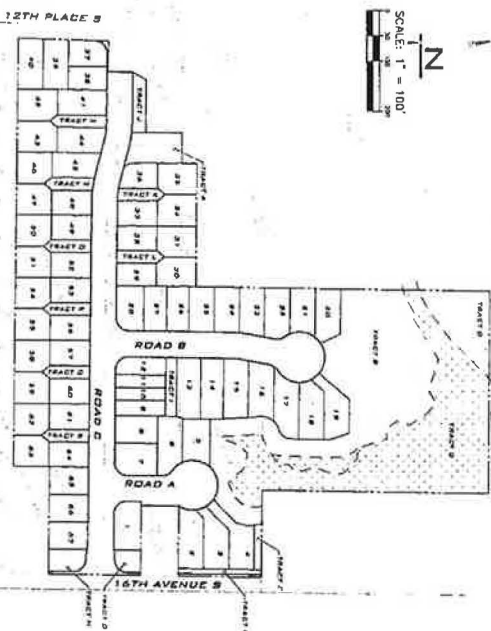
7. Given the history of hydrological alteration and small size, the wetlands have insignificant habitat or functional value.
8. Wetlands D and G are also adjacent to the existing City right-of-way and must be filled to provide the 32 feet of right-of-way.
9. The fill of the wetlands is the only practical alternative given the alignment of the existing right-of-way and necessity of providing sufficient right-of-way width to connect 12th Place South and 16th Avenue South.

(F) WETLAND "Z"

1. The City has reviewed a wetland delineation report prepared by Wetland Resources, Inc. dated August 30, 2007
2. Wetland Z is a 139,041 square feet; however only 69,610 square feet of the wetland is located on the project site.
3. The wetland is considered a palustrine, forested, broad-leaved deciduous, saturated wetland which extends off-site to the west. Vegetation within Wetland Z is represented by non-mature mixed canopy forest consisting mainly of an overstory of red alder and an understory of red-osier dogwood, salmonberry, Oso-berry, skunk cabbage, and slough sedge.
4. Wetland Z is considered an "Important" wetland since the wetland was delineated as a Category III wetland using the Washington State Wetland Rating System for Western Washington Revised (Ecology Publication #04-06-025).
5. Pursuant to DMMC § 18.86.070 "Important" wetlands require a 35 foot buffer measured from the wetland edge.
6. On April 23, 2007, the City received a technical memorandum from Grette Associates, LLC which confirmed that the wetland was a Category III wetland.
7. The wetland and corresponding buffer will be placed within a separate tract and deeded to the City at the time of final plat.

LEGAL DESCRIPTION

SCALE: 1" = 100'



MERIDIAN
NO 8/71

DATUM
JAN 06

DATUM
NUTON

LEGEND

[illegible]

SHEET INDEX

1	CV-01	PRELIMINARY PLAT COVER SHEET
2	CV-02	QUANTIFICATION OF CASUALTY AND

- | | | |
|---|-------|---------------------------|
| 3 | LD-02 | OWNERSHIP OR EASEMENT MAP |
| 4 | EC-01 | EXISTING CONDITIONS PLAN |
| 5 | PP-01 | PRELIMINARY PLAT MAP |
| 6 | UR-01 | CONCEPTUAL UTILITY PLAN |
| 7 | GP-01 | PRELIMINARY GRADING PLAN |
| 8 | TR-01 | TREE RETENTION PLAN |
| 9 | RP-01 | PRELIMINARY ROAD PROFILES |

TRACT DESIGNATIONS AND OWNERSHIP

BLAST	DESCRIPTION	PROTEIN
NR014	ATPase, H ⁺ -transporting, isoform 1	Q95846 (Hs)
NR15	ATPase, H ⁺ -transporting, isoform 2	Q95847 (Hs)
NR16	ATPase, H ⁺ -transporting, isoform 3	Q95848 (Hs)
NR17	ATPase, H ⁺ -transporting, isoform 4	Q95849 (Hs)
NR18	ATPase, H ⁺ -transporting, isoform 5	Q95850 (Hs)
NR19	ATPase, H ⁺ -transporting, isoform 6	Q95851 (Hs)
NR20	ATPase, H ⁺ -transporting, isoform 7	Q95852 (Hs)
NR21	ATPase, H ⁺ -transporting, isoform 8	Q95853 (Hs)
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NR27	ATPase, H ⁺ -transporting, isoform 14	Q95859 (Hs)
NR28	ATPase, H ⁺ -transporting, isoform 15	Q95860 (Hs)
NR29	ATPase, H ⁺ -transporting, isoform 16	Q95861 (Hs)
NR30	ATPase, H ⁺ -transporting, isoform 17	Q95862 (Hs)
NR31	ATPase, H ⁺ -transporting, isoform 18	Q95863 (Hs)
NR32	ATPase, H ⁺ -transporting, isoform 19	Q95864 (Hs)
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NR35	ATPase, H ⁺ -transporting, isoform 22	Q95867 (Hs)
NR36	ATPase, H ⁺ -transporting, isoform 23	Q95868 (Hs)
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NR255	ATPase, H	

AGENCIES / UTILITIES

Address: 10000 City: New York State: NY Zip: 10001 Phone: (212) 123-4567 Fax: (212) 123-4568 E-mail: info@company.com	Product: 10000 Model: 10000 Year: 10000 Color: 10000 Material: 10000 Weight: 10000 Dimensions: 10000 Features: 10000 Options: 10000 Accessories: 10000 Warranty: 10000 Price: 10000 Availability: 10000 Lead time: 10000 Delivery: 10000 Installation: 10000 Training: 10000 Support: 10000 Documentation: 10000 Manuals: 10000 Software: 10000 Hardware: 10000 Peripherals: 10000 Networks: 10000 Security: 10000 Performance: 10000 Reliability: 10000 Scalability: 10000 Flexibility: 10000 Interoperability: 10000 Compatibility: 10000 Expandability: 10000 Upgradeability: 10000 Modularity: 10000 Customization: 10000 Configuration: 10000 Integration: 10000 Automation: 10000 Monitoring: 10000 Logging: 10000 Alerting: 10000 Reporting: 10000 Analytics: 10000 Visualization: 10000 Dashboard: 10000 Tools: 10000 Utilities: 10000 Scripts: 10000 Plugins: 10000 Extensions: 10000 Modules: 10000 Components: 10000 Libraries: 10000 Frameworks: 10000 Platforms: 10000 Operating Systems: 10000 Databases: 10000 Middleware: 10000 APIs: 10000 Interfaces: 10000 Protocols: 10000 Standards: 10000 Compliance: 10000 Regulations: 10000 Industry: 10000 Market: 10000 Competitors: 10000 Partners: 10000 Suppliers: 10000 Distributors: 10000 Resellers: 10000 Channel: 10000 Marketing: 10000 Sales: 10000 Support: 10000 Training: 10000 Documentation: 10000 Manuals: 10000 Software: 10000 Hardware: 10000 Peripherals: 10000 Networks: 10000 Security: 10000 Performance: 10000 Reliability: 10000 Scalability: 10000 Flexibility: 10000 Interoperability: 10000 Compatibility: 10000 Expandability: 10000 Upgradeability: 10000 Modularity: 10000 Customization: 10000 Configuration: 10000 Integration: 10000 Automation: 10000 Monitoring: 10000 Logging: 10000 Alerting: 10000 Reporting: 10000 Analytics: 10000 Visualization: 10000 Dashboard: 10000 Tools: 10000 Utilities: 10000 Scripts: 10000 Plugins: 10000 Extensions: 10000 Modules: 10000 Components: 10000 Libraries: 10000 Frameworks: 10000 Platforms: 10000 Operating Systems: 10000 Databases: 10000 Middleware: 10000 APIs: 10000 Interfaces: 10000 Protocols: 10000 Standards: 10000 Compliance: 10000 Regulations: 10000 Industry: 10000 Market: 10000 Competitors: 10000 Partners: 10000 Suppliers: 10000 Distributors: 10000 Resellers: 10000 Channel: 10000 Marketing: 10000 Sales: 10000 Support: 10000 Training: 10000 Documentation: 10000 Manuals: 10000 Software: 10000 Hardware: 10000 Peripherals: 10000 Networks: 10000 Security: 10000 Performance: 10000 Reliability: 10000 Scalability: 10000 Flexibility: 10000 Interoperability: 10000 Compatibility: 10000 Expandability: 10000 Upgradeability: 10000 Modularity: 10000 Customization: 10000 Configuration: 10000 Integration: 10000 Automation: 10000 Monitoring: 10000 Logging: 10000 Alerting: 10000 Reporting: 10000 Analytics: 10000 Visualization: 10000 Dashboard: 10000 Tools: 10000 Utilities: 10000 Scripts: 10000 Plugins: 10000 Extensions: 10000 Modules: 10000 Components: 10000 Libraries: 10000 Frameworks: 10000 Platforms: 10000 Operating Systems: 10000 Databases: 10000 Middleware: 10000 APIs: 10000 Interfaces: 10000 Protocols: 10000 Standards: 10000 Compliance: 10000 Regulations: 10000 Industry: 10000 Market: 10000 Competitors: 10000 Partners: 10000 Suppliers: 10000 Distributors: 10000 Resellers: 10000 Channel: 10000 Marketing: 10000 Sales: 10000 Support: 10000 Training: 10000 Documentation: 10000 Manuals: 10000 Software: 10000 Hardware: 10000 Peripherals: 10000 Networks: 10000 Security: 10000 Performance: 10000 Reliability: 10000 Scalability: 10000 Flexibility: 10000 Interoperability: 10000 Compatibility: 10000 Expandability: 10000 Upgradeability: 10000 Modularity: 10000 Customization: 10000 Configuration: 10000 Integration: 10000 Automation: 10000 Monitoring: 10000 Logging: 10000 Alerting: 10000 Reporting: 10000 Analytics: 10000 Visualization: 10000 Dashboard: 10000 Tools: 10000 Utilities: 10000 Scripts: 10000 Plugins: 10000 Extensions: 10000 Modules: 10000 Components: 10000 Libraries: 10000 Frameworks: 10000 Platforms: 10000 Operating Systems: 10000 Databases: 10000 Middleware: 10000 APIs: 10000 Interfaces: 10000 Protocols: 10000 Standards: 10000 Compliance: 10000 Regulations: 10000 Industry: 10000 Market: 10000 Competitors: 10000 Partners: 10000 Suppliers: 10000 Distributors: 10000 Resellers: 10000 Channel: 10000 Marketing: 10000 Sales: 10000 Support: 10000 Training: 10000 Documentation: 10000 Manuals: 10000 Software: 10000 Hardware: 10000 Peripherals: 10000 Networks: 10000 Security: 1
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ROADWAY FUNCTIONAL CLASSIFICATION

8305-2042	CLASSICAL
8305-2043	PROPOSAL
8305-2044	CONTRACT
8305-2045	LOCAL
8305-2046	INTERNATIONAL
8305-2047	OTHER
8305-2048	OTHER
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SITE DATA

Author(s)	Year	Journal	Volume	Issue	Page(s)
W. J. G. M. van den Broek et al.	1998	Journal of Interpersonal Violence	13	1	105-115
W. J. G. M. van den Broek et al.	1999	Journal of Interpersonal Violence	14	1	105-115
W. J. G. M. van den Broek et al.	2000	Journal of Interpersonal Violence	15	1	105-115
W. J. G. M. van den Broek et al.	2001	Journal of Interpersonal Violence	16	1	105-115
W. J. G. M. van den Broek et al.	2002	Journal of Interpersonal Violence	17	1	105-115
W. J. G. M. van den Broek et al.	2003	Journal of Interpersonal Violence	18	1	105-115
W. J. G. M. van den Broek et al.	2004	Journal of Interpersonal Violence	19	1	105-115
W. J. G. M. van den Broek et al.	2005	Journal of Interpersonal Violence	20	1	105-115
W. J. G. M. van den Broek et al.	2006	Journal of Interpersonal Violence	21	1	105-115
W. J. G. M. van den Broek et al.	2007	Journal of Interpersonal Violence	22	1	105-115
W. J. G. M. van den Broek et al.	2008	Journal of Interpersonal Violence	23	1	105-115
W. J. G. M. van den Broek et al.	2009	Journal of Interpersonal Violence	24	1	105-115
W. J. G. M. van den Broek et al.	2010	Journal of Interpersonal Violence	25	1	105-115
W. J. G. M. van den Broek et al.	2011	Journal of Interpersonal Violence	26	1	105-115
W. J. G. M. van den Broek et al.	2012	Journal of Interpersonal Violence	27	1	105-115
W. J. G. M. van den Broek et al.	2013	Journal of Interpersonal Violence	28	1	105-115
W. J. G. M. van den Broek et al.	2014	Journal of Interpersonal Violence	29	1	105-115
W. J. G. M. van den Broek et al.	2015	Journal of Interpersonal Violence	30	1	105-115
W. J. G. M. van den Broek et al.	2016	Journal of Interpersonal Violence	31	1	105-115
W. J. G. M. van den Broek et al.	2017	Journal of Interpersonal Violence	32	1	105-115
W. J. G. M. van den Broek et al.	2018	Journal of Interpersonal Violence	33	1	105-115
W. J. G. M. van den Broek et al.	2019	Journal of Interpersonal Violence	34	1	105-115
W. J. G. M. van den Broek et al.	2020	Journal of Interpersonal Violence	35	1	105-115
W. J. G. M. van den Broek et al.	2021	Journal of Interpersonal Violence	36	1	105-115
W. J. G. M. van den Broek et al.	2022	Journal of Interpersonal Violence	37	1	105-115
W. J. G. M. van den Broek et al.	2023	Journal of Interpersonal Violence	38	1	105-115
W. J. G. M. van den Broek et al.	2024	Journal of Interpersonal Violence	39	1	105-115
W. J. G. M. van den Broek et al.	2025	Journal of Interpersonal Violence	40	1	105-115

VICINITY MAP



by the number of students

[illegible]

of the 1000th anniversary of the founding of the city.

1311 4th Street, S.W., Atlanta, Georgia 30334
 (404) 525-1111

1000

Category of Academic Party	Percentage of Party	Percentage of Party	Percentage of Party
1. Liberal Party	45.7%	45.7%	45.7%
2. Conservative Party	35.2%	35.2%	35.2%
3. Labour Party	15.1%	15.1%	15.1%
4. Green Party	2.8%	2.8%	2.8%
5. Other Parties	1.2%	1.2%	1.2%

100% 100% 100%

PROJECT TEAM

FOR THE AIDE COUNCILMAN JAMES
WILLIAMS 3706(17) 1720
COUNCILMAN JAMES WILLIAMS

WETLAND CONSULTANT

WE LARW RESEARCH
 1000 N. 10th St. Suite 100
 Anchorage, AK 99503
 Tel: (907) 562-1100
 Fax: (907) 562-1101
 E-mail: wcr@wetland.com

SURVEYOR

WFO SURVEY & DESIGN
 1000 N. 10th St. Suite 100
 Anchorage, AK 99503
 Tel: (907) 562-1100
 Fax: (907) 562-1101
 E-mail: wfo@wetland.com

(475) 117-
300170007

GEOTECHNICAL ENGINEER

LANDSCAPE ARCHITECT

1011 E. 80th St.
Suite 100
Minneapolis, MN 55425
Tel: (763) 535-1311
Fax: (763) 535-1314
info@geotechnical-engineer.com

TRAFFIC ENGINEER

MANAGEMENT & HIGH INCORPORATING MOBILITY
614 8th St S
Suite 100
Minneapolis, MN 55415
Tel: (612) 332-2288
Fax: (612) 332-2288
info@traffic-engineer.com

CONTACT: SAAT CORP.

[illegible]

**PRELIMINARY PLAT COVER SHEET
PLANNED UNIT DEVELOPMENT (PUD)
CRESTWOOD PARK
NORTHLAKE CRESTWOOD PARK, LLC**

CITY OF DES MOINES WASHINGTON

WASHINGTON

06-043
K112 PWT ALABAMA

EV-01
SIT 7 or



SEC 32, REG 4E, W

ZONING CODE DEVIATIONS
(DMMC 18.08 AND 18.52)

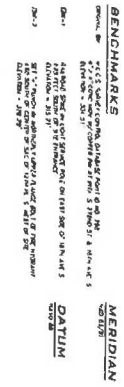
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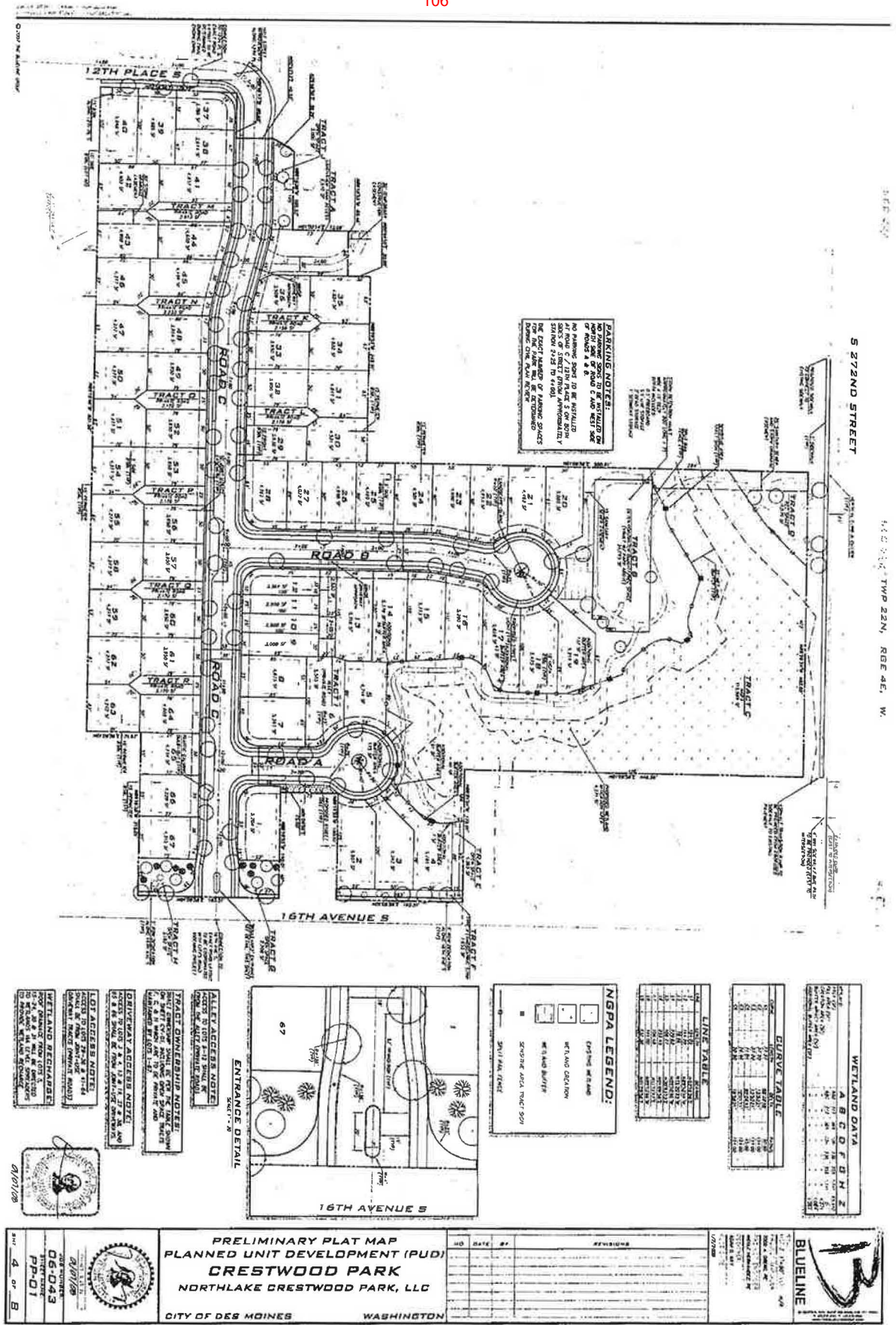
2. *unconscious* On the left side of the brain, the *unconscious* is the part of the mind that is not aware of its own activities. It is the part of the mind that is not aware of its own activities. It is the part of the mind that is not aware of its own activities.

104

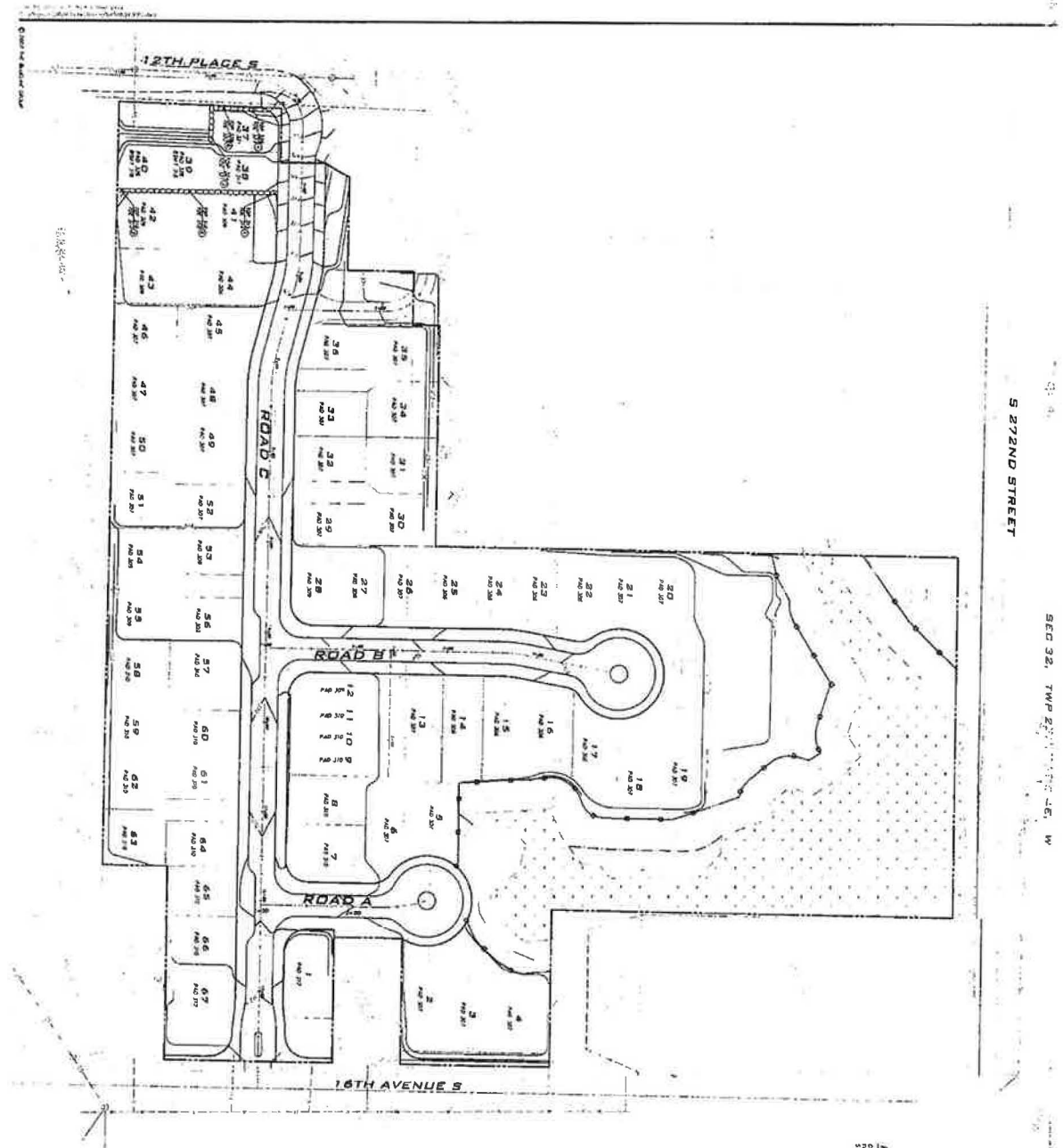
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06-043
#10/01
06-043
#10/01

EXISTING CONDITIONS PLAN PLANNED UNIT DEVELOPMENT (PUD) CRESTWOOD PARK NORTHLAKE CRESTWOOD PARK, LLC		NO DATE BY 		REVISIONS 	
CITY OF DES MOINES		WASHINGTON			





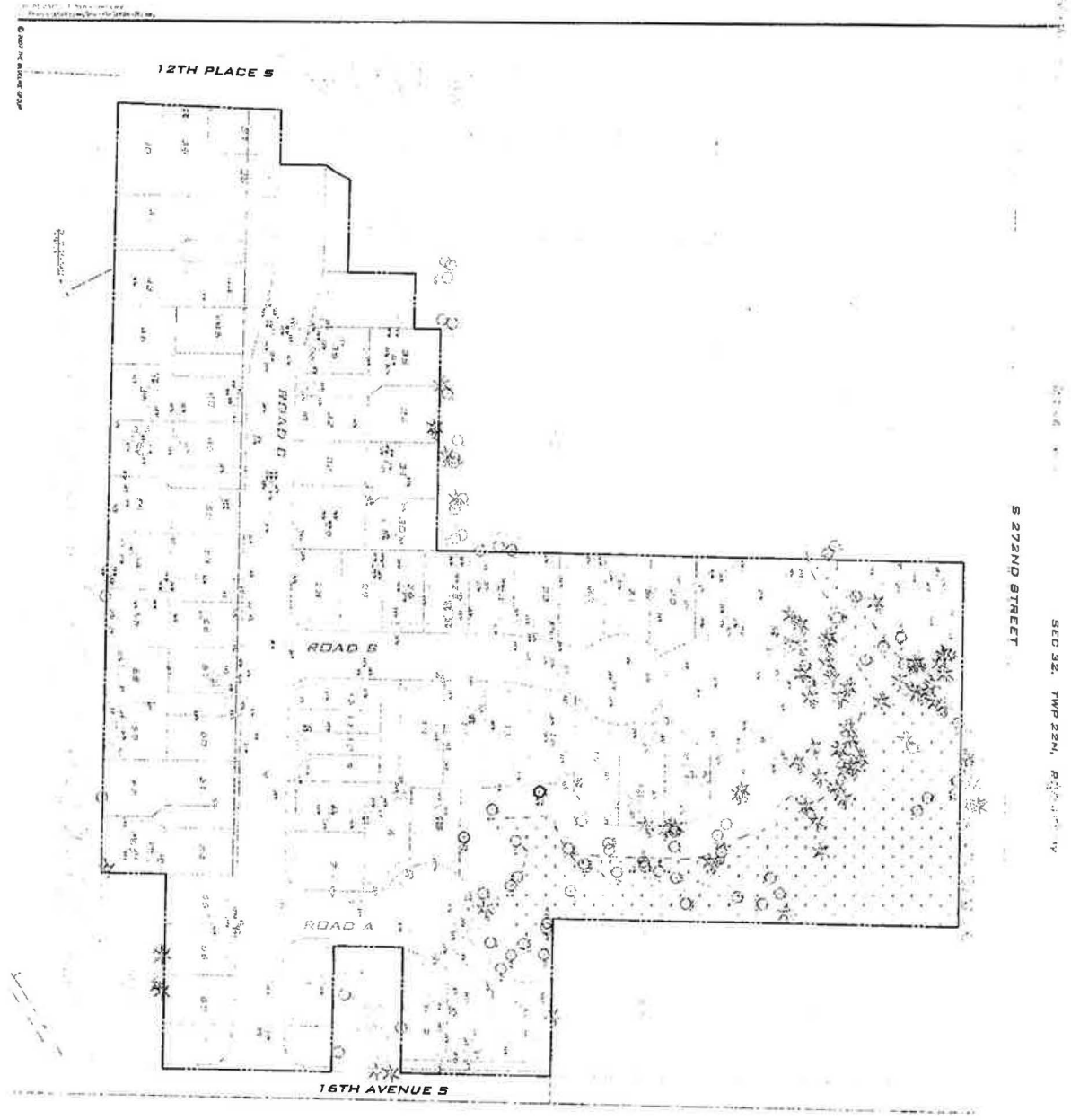


S 272ND STREET

SEC 32, TWP 22N, R. 15E, W

PRELIMINARY EARTHWORK QUANTITIES
 CUT: 10,000 CY
 FILL: 10,000 CY
 STORM: 10,000 CY

 CITY OF DES MOINES	PRELIMINARY GRADING PLAN PLANNED UNIT DEVELOPMENT (PUD) CRESTWOOD PARK NORTHLAKE CRESTWOOD PARK, LLC	WASHINGTON	NO. DATE BY		REVISIONS	DATE	BY
			NO. DATE BY				
1. 06-04-03 2. 06-04-03 3. 06-04-03 4. 06-04-03 5. 06-04-03 6. 06-04-03 7. 06-04-03 8. 06-04-03 9. 06-04-03 10. 06-04-03 11. 06-04-03 12. 06-04-03 13. 06-04-03 14. 06-04-03 15. 06-04-03 16. 06-04-03 17. 06-04-03 18. 06-04-03 19. 06-04-03 20. 06-04-03 21. 06-04-03 22. 06-04-03 23. 06-04-03 24. 06-04-03 25. 06-04-03 26. 06-04-03 27. 06-04-03 28. 06-04-03 29. 06-04-03 30. 06-04-03 31. 06-04-03 32. 06-04-03 33. 06-04-03 34. 06-04-03 35. 06-04-03 36. 06-04-03 37. 06-04-03 38. 06-04-03 39. 06-04-03 40. 06-04-03 41. 06-04-03 42. 06-04-03 43. 06-04-03 44. 06-04-03 45. 06-04-03 46. 06-04-03 47. 06-04-03 48. 06-04-03 49. 06-04-03 50. 06-04-03 51. 06-04-03 52. 06-04-03 53. 06-04-03 54. 06-04-03 55. 06-04-03 56. 06-04-03 57. 06-04-03 58. 06-04-03 59. 06-04-03 60. 06-04-03 61. 06-04-03 62. 06-04-03 63. 06-04-03 64. 06-04-03 65. 06-04-03 66. 06-04-03 67. 06-04-03 68. 06-04-03 69. 06-04-03 70. 06-04-03 71. 06-04-03 72. 06-04-03 73. 06-04-03 74. 06-04-03 75. 06-04-03 76. 06-04-03 77. 06-04-03 78. 06-04-03 79. 06-04-03 80. 06-04-03 81. 06-04-03 82. 06-04-03 83. 06-04-03 84. 06-04-03 85. 06-04-03 86. 06-04-03 87. 06-04-03 88. 06-04-03 89. 06-04-03 90. 06-04-03 91. 06-04-03 92. 06-04-03 93. 06-04-03 94. 06-04-03 95. 06-04-03 96. 06-04-03 97. 06-04-03 98. 06-04-03 99. 06-04-03 100. 06-04-03							

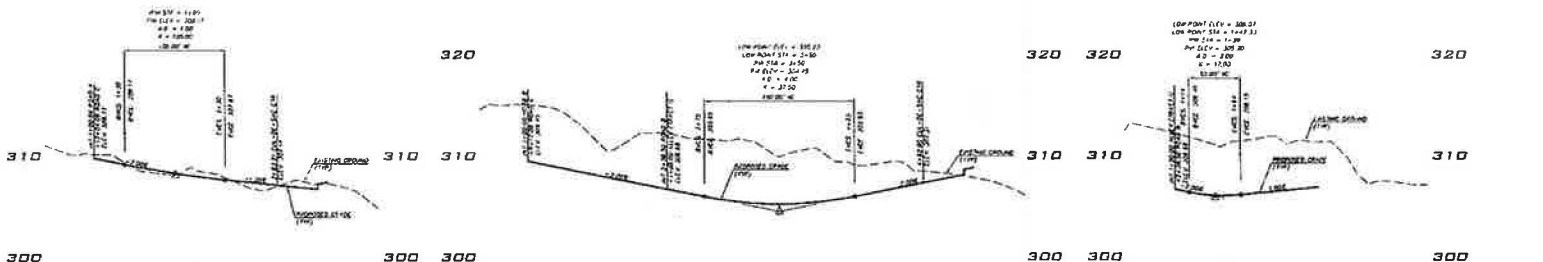


TREE LEGEND

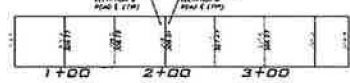
 TREE TO BE REMOVED
 TREE TO BE RETAINED
 EXISTING STREET TREE

 CITY OF DES MOINES	TREE RETENTION PLAN PLANNED UNIT DEVELOPMENT (PUD) CRESTWOOD PARK NORTHLAKE CRESTWOOD PARK, LLC	WASHINGTON	NO. DATE BY	REVISIONS
			1. 12/1/10 2. 08/04/13 3. 07/01/13 4. 07/01/13	1. 12/1/10 2. 08/04/13 3. 07/01/13 4. 07/01/13

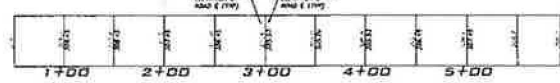
SEC 32, TWP 22N, R6E 4E.



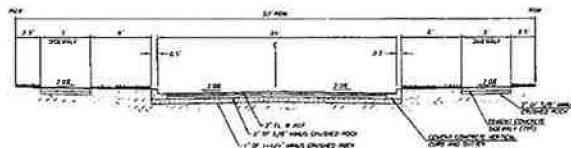
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SCALE: 1"=50' HORIZ.
1"=8' VERT.
DESIGN SPEED 25 MPH



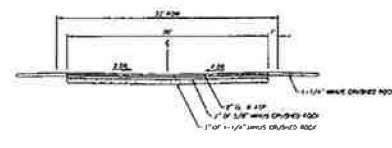
ROAD B
SCALE: 1"=50' HORIZ.
1"=8' VERT.
DESIGN SPEED 25 MPH



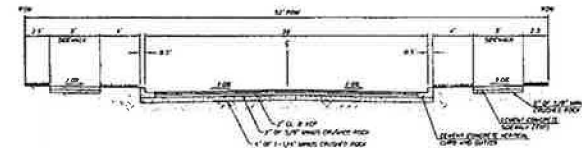
ALLEY (TRACT II)
SCALE: 1"=30' HORIZ.
1"=8' VERT.
DESIGN SPEED 20 MPH



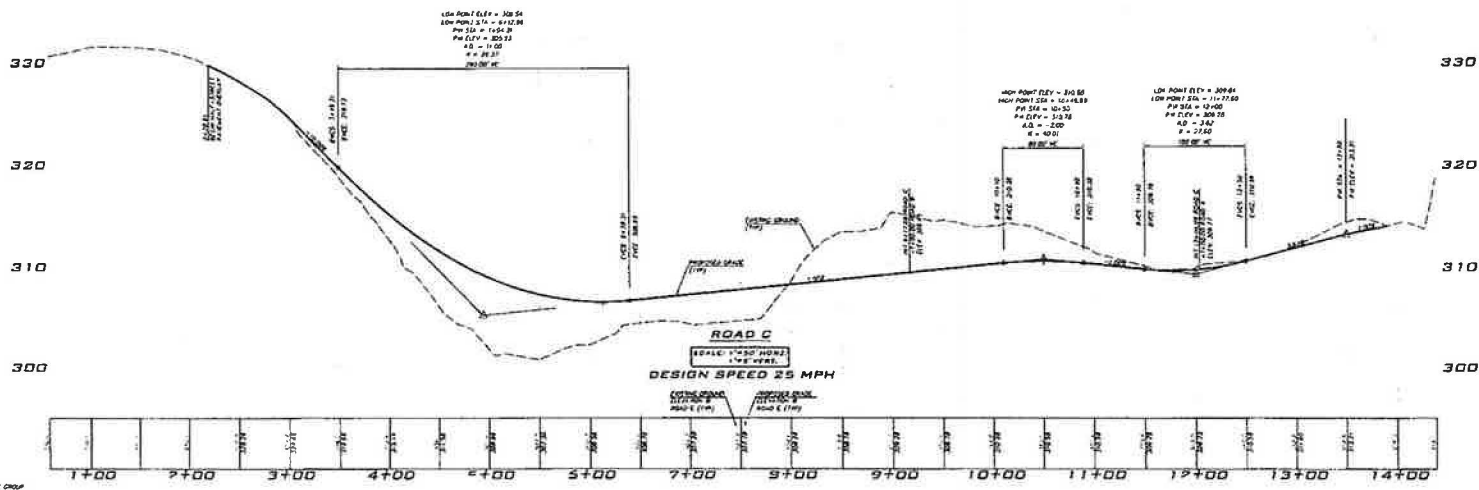
ROAD A & B STREET CROSS SECTION
RESIDENTIAL, 52' ROW
SCALE: 1"=8'



STANDARD ALLEY CROSS SECTION
SCALE: 1"=8'



ROAD C STANDARD STREET CROSS SECTION
RESIDENTIAL, 52' ROW
SCALE: 1"=8'



ROAD C
SCALE: 1"=50' HORIZ.
1"=8' VERT.
DESIGN SPEED 25 MPH

13

BLUELINE

DATE: 11/10/01

BY: [Signature]

CHECKED: [Signature]

APPROVED: [Signature]

DESIGNED: [Signature]

DRAWN: [Signature]

PLANNED UNIT DEVELOPMENT (PUD)

CRESTWOOD PARK

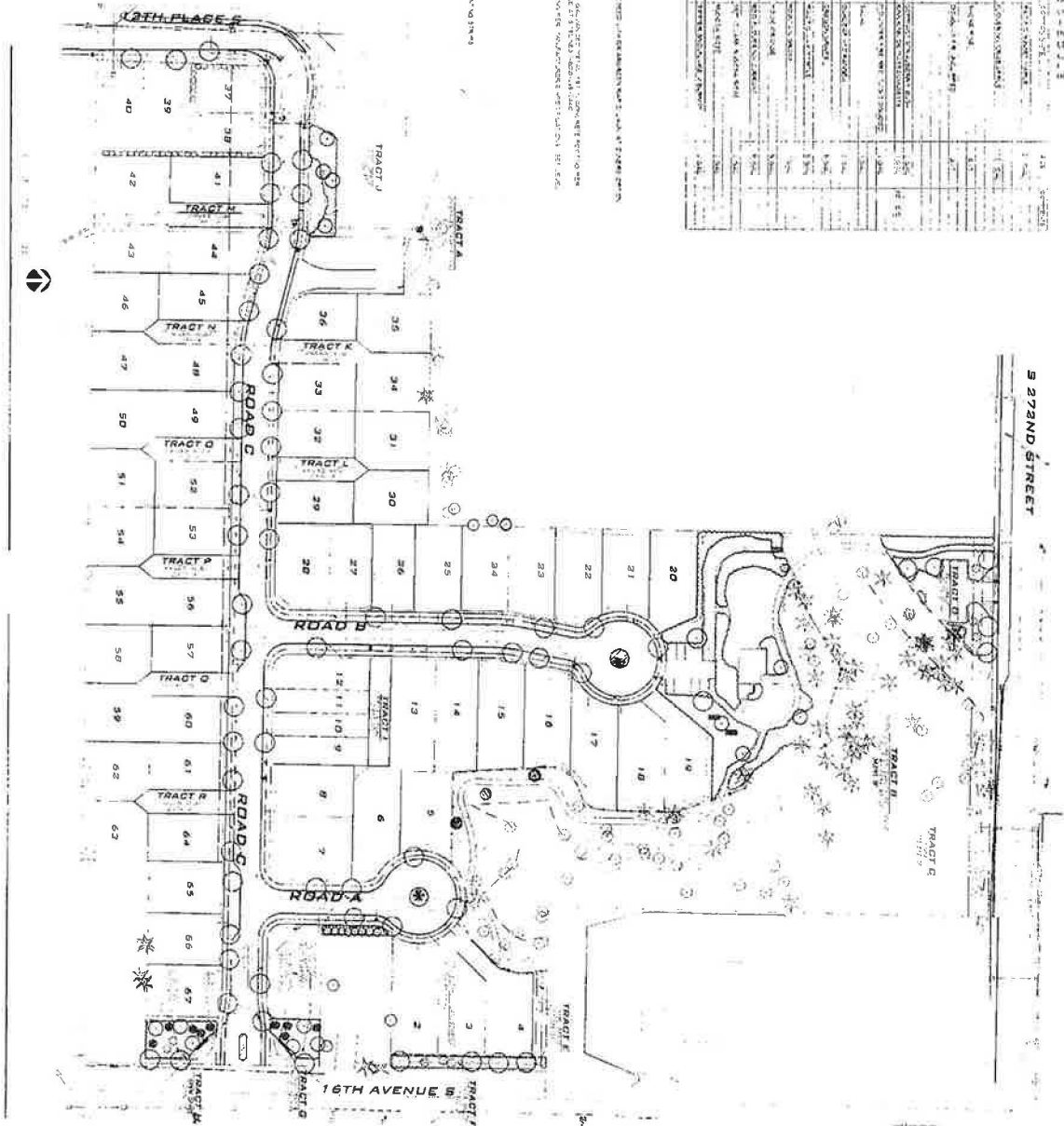
NORTHLAKE CRESTWOOD PARK, LLC

CITY OF DES MOINES WASHINGTON

JOB NUMBER: 06-043

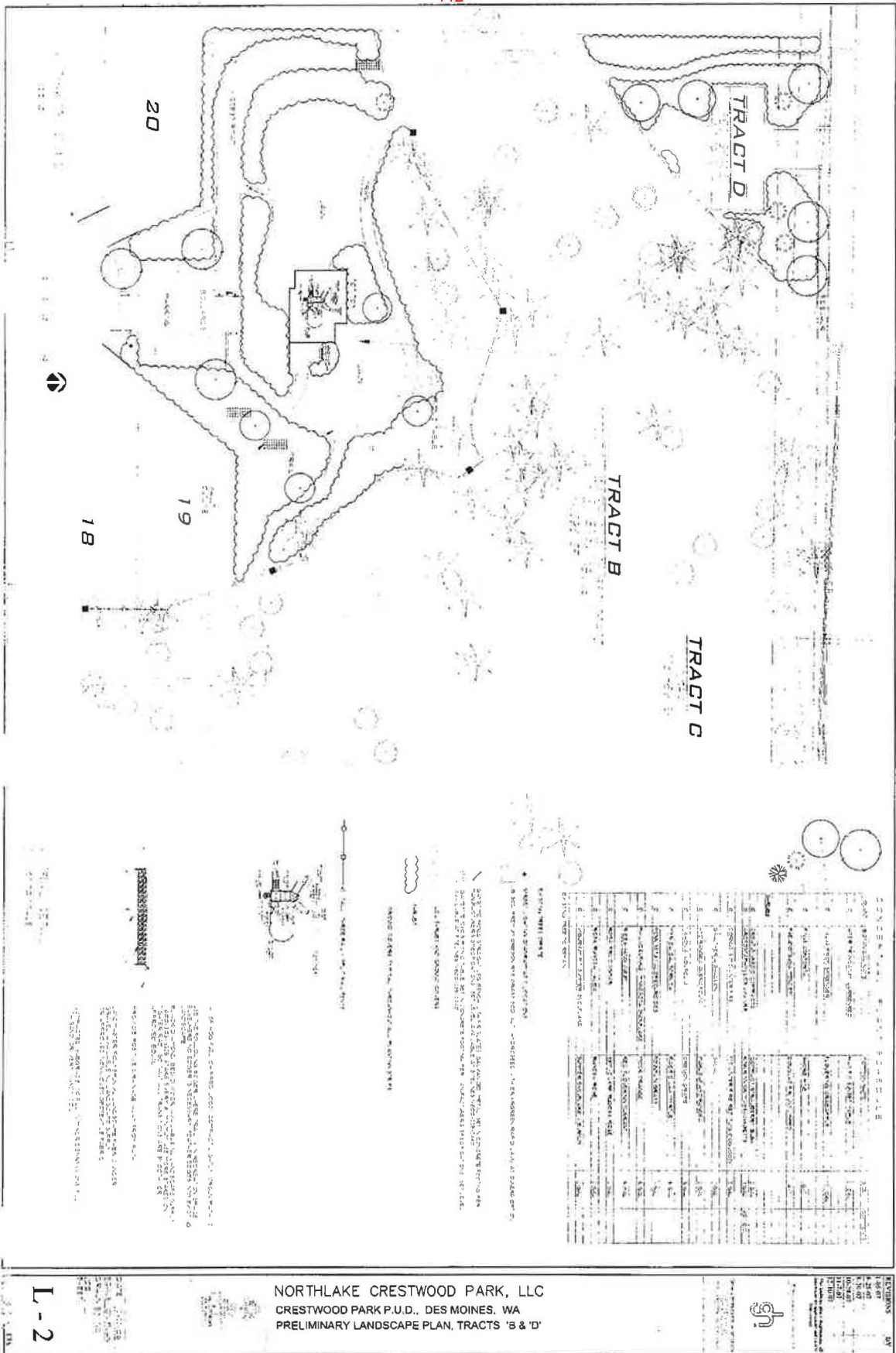
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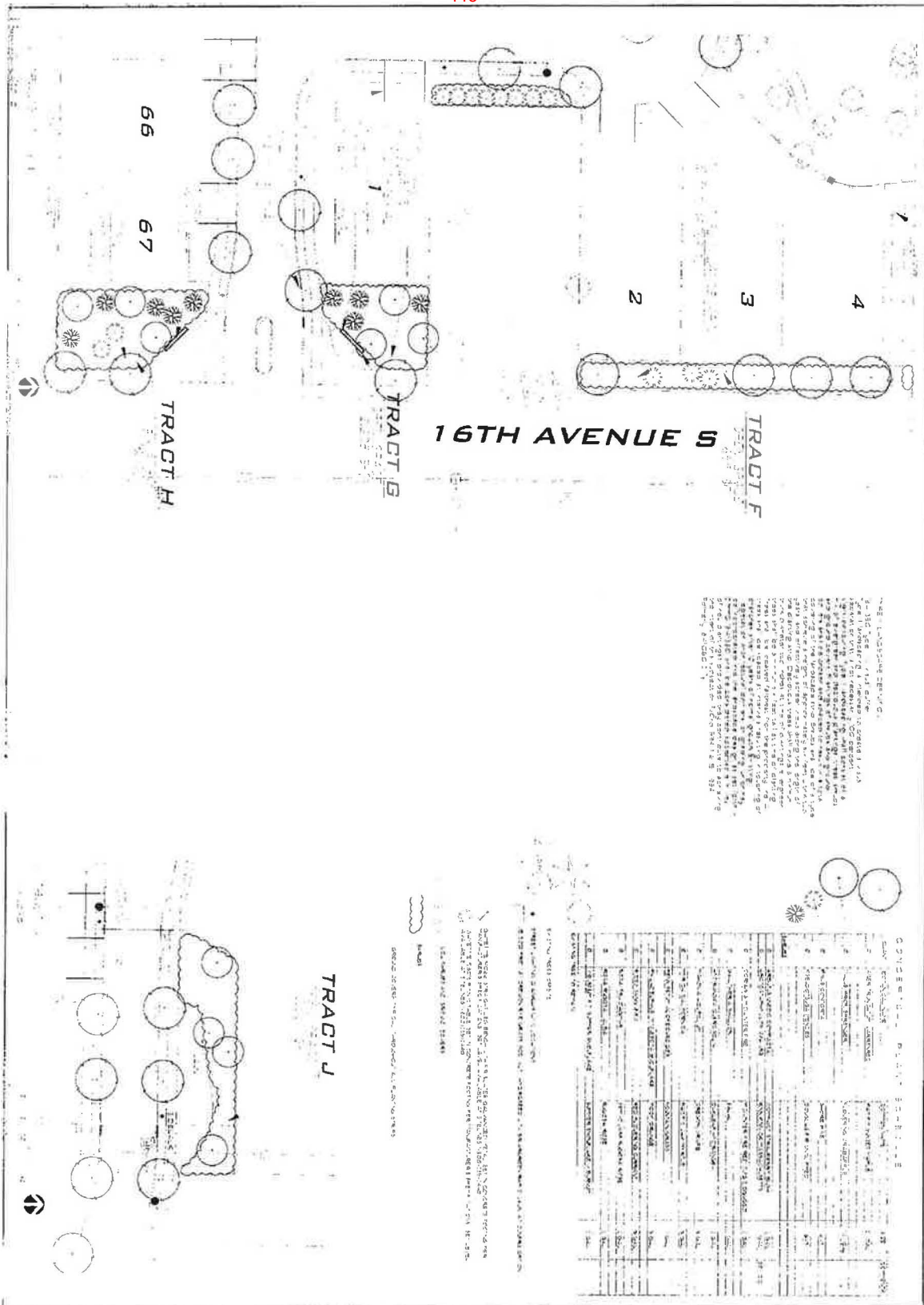
SHEET: 8 OF 8

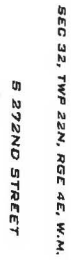


L-1

NORTHLAKE CRESTWOOD PARK, LLC
CRESTWOOD PARK P.U.D., DES MOINES, WA
PRELIMINARY LANDSCAPE PLAN





114

HAVENWOOD PARK
PLANNED UNIT DEVELOPMENT
NE 1/4, NE 1/4 OF SEC. 32, TWN. 22 N, RGE. 4 E, W.M.,
CITY OF DES MOINES, KING COUNTY, WASHINGTON
LUA2017-0044

DEDICATION

KNOW ALL PEOPLE BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF INTEREST IN THE LAND HEREBY SUBDIVIDED, HEREBY DECLARE THIS PLAT TO BE THE GRAPHIC REPRESENTATION OF THE SUBDIVISION MADE HEREBY, AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND AVENUES NOT SHOWN AS PRIVATE HEREON AND DEDICATE THE USE THEREOF FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES, AND ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS SHOWN THEREON IN THE ORIGINAL REASONABLE GRADING OF SAID STREETS AND AVENUES, AND FURTHER DEDICATE TO THE USE OF THE PUBLIC ALL THE EASEMENTS AND TRACTS SHOWN ON THIS PLAT FOR ALL PUBLIC PURPOSES AS INDICATED THEREON, INCLUDING BUT NOT LIMITED TO PARKS, OPEN SPACE, UTILITIES AND DRAINAGE UNLESS SUCH EASEMENTS OR TRACTS ARE SPECIFICALLY IDENTIFIED ON THIS PLAT AS BEING DEDICATED OR CONVEYED TO A PERSON OR ENTITY OTHER THAN THE PUBLIC, IN WHICH CASE WE DO HEREBY DEDICATE SUCH STREETS, EASEMENTS, OR TRACTS TO THE PERSON OR ENTITY IDENTIFIED AND FOR THE PURPOSE STATED.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, WAIVE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS AND ANY PERSON OR ENTITY DERIVING TITLE FROM THE UNDERSIGNED, ANY AND ALL CLAIMS FOR DAMAGES AGAINST THE CITY OF DES MOINES, ITS SUCCESSORS AND ASSIGNS WHICH MAY BE OCCASIONED BY THE ESTABLISHMENT, CONSTRUCTION, OR MAINTENANCE OF ROADS AND/OR DRAINAGE SYSTEMS WITHIN THIS SUBDIVISION OTHER THAN CLAIMS RESULTING FROM INADEQUATE MAINTENANCE BY THE CITY OF DES MOINES.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, AGREE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS TO INDEMNIFY AND HOLD THE CITY OF DES MOINES, ITS SUCCESSORS AND ASSIGNS, HARMLESS FROM ANY DAMAGE, INCLUDING ANY COSTS OF DEFENSE, CLAIMED BY PERSONS WITHIN OR WITHOUT THIS SUBDIVISION TO HAVE BEEN CAUSED BY ALTERATIONS OF THE GROUND SURFACE, VEGETATION, DRAINAGE, OR SURFACE OR SUB-SURFACE WATER FLOWS WITHIN THIS SUBDIVISION OR BY ESTABLISHMENT, CONSTRUCTION OR MAINTENANCE OF THE ROADS WITHIN THIS SUBDIVISION. PROVIDED, THIS WAIVER AND INDEMNIFICATION SHALL NOT BE CONSTRUED AS RELEASING THE CITY OF DES MOINES, ITS SUCCESSORS OR ASSIGNS, FROM LIABILITY FOR DAMAGES, INCLUDING THE COST OF DEFENSE, RESULTING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY OF DES MOINES, ITS SUCCESSORS, OR ASSIGNS.

THIS SUBDIVISION, DEDICATION, WAIVER OF CLAIMS AND AGREEMENT TO HOLD HARMLESS IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNERS.

THIS SUBDIVISION IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR HAVENWOOD PARK HOMEOWNERS ASSOCIATION RECORDED UNDER KING COUNTY RECORDING NUMBER _____, RECORDS OF KING COUNTY, WASHINGTON. SAID HOMEOWNERS ASSOCIATION SHALL OWN AND MAINTAIN THE TRACTS AND EASEMENTS AS INDICATED AND CONVEYED HEREIN, UNLESS OTHERWISE APPROVED BY THE CITY OF DES MOINES OR ITS SUCCESSOR AGENCY. THIS COVENANT SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNERS OF LOTS 1 THROUGH 63 INCLUSIVE, THEIR HEIRS, SUCCESSORS AND ASSIGNS, SHOULD HAVENWOOD PARK HOMEOWNERS ASSOCIATION BE DISSOLVED OR OTHERWISE CEASE TO FUNCTION, OWNERSHIP OF LOTS 1 THROUGH 63, INCLUSIVE WILL INCLUDE AN EQUAL AND UNDIVIDED INTEREST IN TRACTS E, F, G, K, L, M, N, O, P, Q, AND R TOGETHER WITH AN EQUAL RESPONSIBILITY FOR THE MAINTENANCE RESPONSIBILITIES FOR SAID TRACTS.

IN WITNESS WHEREOF, WE SET OUR HANDS AND SEALS:

POLYGON WLH, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____ ITS: _____

BY: _____
RICHARD S. ROBINSON,
SENIOR VICE PRESIDENT

ACKNOWLEDGMENTS

STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____
_____ SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE/SHE WAS
AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE
_____ OF _____ TO BE THE FREE AND VOLUNTARY
ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED _____
SIGNATURE OF NOTARY PUBLIC _____
PRINTED NAME _____
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT _____
MY APPOINTMENT EXPIRES _____

STATE OF CALIFORNIA)
) SS.
COUNTY OF)

ON _____, 20____, BEFORE ME, _____, NOTARY
PUBLIC, PERSONALLY APPEARED RICHARD S. ROBINSON, WHO PROVED TO ME ON THE
BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO
THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS
AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON,
OR ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA
THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

(SIGNATURE OF NOTARY PUBLIC)

APPROVALS

PLANNING, BUILDING, PUBLIC WORKS
ALL REQUIRED SEWAGE DISPOSAL, WATER SUPPLY AND OTHER PUBLIC
IMPROVEMENTS HAVE BEEN INSTALLED, INSPECTED AND ACCEPTED, OR
PERFORMANCE SECURITY HAS BEEN DEPOSITED WITH THE CITY OF DES MOINES.

THIS _____ DAY OF _____, 20____.

PUBLIC WORKS DIRECTOR

DATE

COMMUNITY DEVELOPMENT DIRECTOR

KING COUNTY DEPARTMENT OF ASSESSMENTS

THIS _____ DAY OF _____, 20____.

KING COUNTY ASSESSOR

DEPUTY KING COUNTY ASSESSOR

KING COUNTY TAX ACCOUNT NUMBER(S) _____.

KING COUNTY FINANCE DIVISION CERTIFICATE

I HEREBY CERTIFY THAT ALL PROPERTY TAXES ARE PAID, THAT THERE ARE NO
DELINQUENT SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION
AND THAT ALL SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION
ON ANY OF THE PROPERTY HEREIN CONTAINED, DEDICATED AS STREETS, ALLEYS
OR FOR ANY OTHER PUBLIC USE ARE PAID IN FULL.

THIS _____ DAY OF _____, 20____.

AUTHORIZED REPRESENTATIVE FINANCE

DEPUTY

RECORDING CERTIFICATE

FILED FOR RECORD BY _____ THIS _____ DAY OF _____,
20____, A.D. AT _____ MINUTES PAST _____ O'CLOCK _____ M. AND _____
RECORDED IN VOLUME _____ OF PLATS, ON PAGE _____, RECORDS OF KING
COUNTY, WASHINGTON.

MANAGER

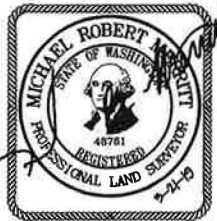
SUPT. OF RECORDS

LAND SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF POLYGON WLH, LLC, A DELAWARE LIMITED LIABILITY COMPANY IN OCTOBER 2018. I HEREBY CERTIFY THAT THIS PLAT OF HAVENWOOD PARK PUD IS BASED UPON AN ACTUAL SURVEY OF THE PROPERTY HEREIN DESCRIBED; THAT THE BEARINGS AND DISTANCES ARE CORRECTLY SHOWN; THAT ALL INFORMATION REQUIRED BY THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT IS SUPPLIED HEREIN; AND THAT ALL HORIZONTAL AND VERTICAL BOUNDARIES OF THE UNITS, (1) TO THE EXTENT DETERMINED BY THE WALLS, FLOORS, OR CEILINGS THEREOF, OR OTHER PHYSICAL MONUMENTS, ARE SUBSTANTIALLY COMPLETED IN ACCORDANCE WITH SAID MAP, OR (2) TO THE EXTENT SUCH BOUNDARIES ARE NOT DEFINED BY PHYSICAL MONUMENTS, SUCH BOUNDARIES ARE SHOWN ON THE MAP.

MICHAEL R. MERRITT, PROFESSIONAL LAND SURVEYOR
STATE OF WASHINGTON CERTIFICATE NO. 48781

DATE



LDC
THE CIVIL ENGINEERING GROUP

20210 142nd Avenue NE
Woodinville, WA 98072

Engineering
Structural
Planning
Survey

Ph. 425.806.1869
Fx. 425.482.2893

www.LDCcorp.com

HAVENWOOD PARK

NE 1/4, NE 1/4 OF SEC. 32 TWN. 22 N, RGE. 4 E, W.M.,
CITY OF DES MOINES, KING COUNTY, STATE OF WASHINGTON

DRAWN BY:	DATE:	DRAWING FILE NAME:	SCALE:	JOB NUMBER:	SHEET:
NSY	9-6-18	V18-116V-FP-C3D	N.T.S.	V18-116	1 OF 7

HAVENWOOD PARK
PLANNED UNIT DEVELOPMENT
NE 1/4, NE 1/4 OF SEC. 32, TWN. 22 N, RGE. 4 E, W.M.,
CITY OF DES MOINES, KING COUNTY, WASHINGTON
LUA2017-0044

EASEMENTS AND RESTRICTIONS

1. THE 16TH AVENUE SOUTH FRONTAGE IN-LIEU FEE IS \$115,037.99. THIS AMOUNT WILL BE CREDITED TOWARDS TRAFFIC IMPACT FEES AT THE OF BUILDING PERMIT. TRAFFIC IMPACT FEES WILL BE ASSESSED AND DUE AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT FOR THE SINGLE FAMILY RESIDENCES.
2. ALL OF THE ROOF DRAIN SYSTEMS WILL BE A PRIVATE SYSTEM OWNED BY THE OWNERS OF LOTS 1 THROUGH 63 INCLUSIVE, AND SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND FUTURE REPLACEMENT OF THE SYSTEM.
3. THE APPLICANT SHALL PAY THE REQUIRED PARK IN-LIEU FEE IN THE AMOUNT TO BE DETERMINED AT THE TIME OF FINAL PLAT APPROVAL.
4. THE HAVENWOOD PARK PUD HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR AND REPLACEMENT OF THE PLANTER STRIPS AND STREET TREES PLANTED ADJACENT TO THE SIDEWALKS OF THE INTERNAL STREETS.
5. THIS PLAT IS SUBJECT TO AN EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN, AS RECORDED UNDER RECORDING NUMBER 7301300583 FOR DRAINAGE AND UNDERGROUND CHANNEL. WE NOTE QUIT CLAIM DEED RECORDED UNDER RECORDING NUMBER 7301300587 WHICH APPEARS TO ASSIGN THE EASEMENT RIGHT OF KING COUNTY (CANNOT BE PLOTTED).
6. THIS PLAT IS SUBJECT TO AN EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN AS RECORDED ON MARCH 07, 1977, UNDER RECORDING NUMBER 7703070955, IN FAVOR OF PUGET SOUND ENERGY, INC., A WASHINGTON CORPORATION FOR ELECTRIC AND/OR GAS TRANSMISSION AND/OR DISTRIBUTION SYSTEM (CANNOT BE PLOTTED).
7. THIS PLAT IS SUBJECT TO THE TERMS, COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, BOUNDARY DISCREPANCIES AND ENCROACHMENTS AS CONTAINED IN RECORDED LOT LINE ADJUSTMENT (BOUNDARY LINE REVISIONS), AS RECORDED ON JANUARY 09, 1991, UNDER RECORDING NUMBER 9101091107 (CANNOT BE PLOTTED).
8. THIS PLAT IS SUBJECT TO THE RIGHT TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS UPON SAID PREMISES FOR AS GRANTED BY DEED RECORDED NOVEMBER 13, 1992 UNDER RECORDING NO. 9211132261 (CANNOT BE PLOTTED).
9. THIS PLAT IS SUBJECT TO THE CONDITIONS, NOTES, EASEMENTS, PROVISIONS AND/OR ENCROACHMENTS CONTAINED OR DELINEATED ON THE FACE OF THE SURVEY RECORDED UNDER RECORDING NO. 19990707900001 (CANNOT BE PLOTTED).
10. THIS PLAT IS SUBJECT TO ANY AND ALL OFFERS OF DEDICATION, CONDITIONS, RESTRICTIONS, EASEMENTS, BOUNDARY DISCREPANCIES OR ENCROACHMENTS, NOTES AND/OR PROVISIONS SHOWN OR DISCLOSED BY CITY OF DES MOINES SHORT PLAT NO. LUA01-026 RECORDED UNDER RECORDING NUMBER 20021119900007 (CANNOT BE PLOTTED).
11. THIS PLAT IS SUBJECT TO THE CONDITIONS, NOTES, EASEMENTS, PROVISIONS AND/OR ENCROACHMENTS CONTAINED OR DELINEATED ON THE FACE OF THE SURVEY RECORDED UNDER RECORDING NO. 20180625900012 (CANNOT BE PLOTTED).
12. THIS SUBDIVISION IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR HAVENWOOD PARK HOMEOWNERS ASSOCIATION RECORDED UNDER KING COUNTY RECORDING NUMBER _____ RECORDS OF KING COUNTY, WASHINGTON. SAID HOMEOWNERS ASSOCIATION SHALL OWN AND MAINTAIN THE TRACTS AND EASEMENTS AS INDICATED AND CONVEYED HEREIN, UNLESS OTHERWISE APPROVED BY THE CITY OF DES MOINES OR ITS SUCCESSOR AGENCY. THIS COVENANT SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNERS OF LOTS 1 THROUGH 63 INCLUSIVE, THEIR HEIRS, SUCCESSORS AND ASSIGNS, SHOULD HAVENWOOD PARK HOMEOWNERS ASSOCIATION BE DISSOLVED OR OTHERWISE CASE TO FUNCTION, OWNERSHIP OF LOTS 1 THROUGH 63, INCLUSIVE WILL INCLUDE AN EQUAL AND UNDIVIDED INTEREST IN TRACTS F, G, K, L, M, N, O, P, Q, AND R TOGETHER WITH AN EQUAL RESPONSIBILITY FOR THE MAINTENANCE RESPONSIBILITIES FOR SAID TRACTS.
13. TRACT "A" SHALL BE DEEDED TO LAKEHAVEN WATER & SEWER DISTRICT. LAKEHAVEN WATER & SEWER DISTRICT IS HEREBY RESPONSIBLE FOR THE MAINTENANCE ASSOCIATED WITH SAID TRACT.
14. TRACT "B" IS A PUBLIC STORM DETENTION, WATER QUALITY AND PUBLIC PARK TRACT THAT SHALL BE DEEDED TO THE CITY OF DES MOINES UNDER SEPARATE INSTRUMENT FOR STORM DRAINAGE FACILITIES. THE CITY OF DES MOINES IS HEREBY RESPONSIBLE FOR THE PUBLIC STORM DRAINAGE FACILITY WITHIN SAID TRACT. THE HAVENWOOD PARK HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR THE LANDSCAPE AND PARK MAINTENANCE.
15. TRACT "C" IS A SENSITIVE AREA TRACT, CONTAINING A WETLAND, THAT SHALL BE DEEDED TO THE CITY OF DES MOINES UNDER SEPARATE INSTRUMENT. THE HAVENWOOD PARK HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR THE MITIGATION, MONITORING AND MAINTENANCE OF THE WETLAND.
16. TRACTS "F" AND "G" ARE PRIVATE OPEN SPACE TRACTS AND ARE HEREBY CONVEYED TO THE HAVENWOOD PARK HOMEOWNERS ASSOCIATION UPON RECORDING OF THIS PLAT. ALL MAINTENANCE OF OPEN SPACE TRACTS AND PLANTER STRIPS, NOT FRONTING SINGLE FAMILY LOTS, WILL BE THE RESPONSIBILITY OF THE HAVENWOOD HOMEOWNERS ASSOCIATION.
17. TRACT "E" BEING OPEN SPACE AND TRACT "J" BEING OPEN SPACE/STORMWATER ARE TRACTS TO BE RETAINED BY THE CITY OF DES MOINES. THE HAVENWOOD PARK HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR THE LANDSCAPE MAINTENANCE.
18. TRACTS "K", "L", "M", "N", "O", "P", "Q" & "R" ARE HEREBY CONVEYED TO THE HOA UPON RECORDING OF THIS PLAT FOR THE PURPOSE OF ACCESS AND UTILITIES. THE HOA SHALL BE RESPONSIBLE FOR THE MAINTNANCE OF THE ACCESS AND PRIVATE UTILITY FACILITIES WITHIN SAID TRACTS.

TRACT TABLE				
TRACT	USAGE	OWNER	SQFT	ACRE
A	UTILITY	LH	3,906	0.09
B	PUBLIC STORM DETENTION, WATER QUALITY & PUBLIC PARK	CITY	29,148	0.67
C	SENSITIVE AREA TRACT	CITY	128,041	2.94
E	OPEN SPACE	CITY	1,365	0.03
F	PRIVATE OPEN SPACE	HOA	1,655	0.02
G	PRIVATE OPEN SPACE	HOA	2,350	0.05
J	OPEN SPACE/STORMWATER	CITY	5,557	0.13
K	PRIMATE ACCESS & UTILITY	HOA	2,156	0.05
L	PRIMATE ACCESS & UTILITY	HOA	2,170	0.05
M	PRIMATE ACCESS & UTILITY	HOA	2,613	0.06
N	PRIMATE ACCESS & UTILITY	HOA	2,232	0.05
O	PRIMATE ACCESS & UTILITY	HOA	2,170	0.05
P	PRIMATE ACCESS & UTILITY	HOA	2,170	0.05
Q	PRIMATE ACCESS & UTILITY	HOA	2,170	0.05
R	PRIMATE ACCESS & UTILITY	HOA	2,170	0.05

NOTES:
HOA = THE HAVENWOOD PARK PUD HOMEOWNERS ASSOCIATION
LH = LAKEHAVEN WATER & SEWER DISTRICT
CITY = CITY OF DES MOINES

GENERAL PUBLIC UTILITY EASEMENT PROVISION

A NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF DES MOINES, PUGET SOUND ENERGY, QWEST COMMUNICATIONS, COMCAST CABLE, LAKEHAVEN WATER & SEWER DISTRICT, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR TEN FEET PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF ALL LOTS AND TRACT A, B, C, K, L, M, N, O, P, Q, AND R AS SHOWN ON THE PLAT MAP. SAID EASEMENT SHALL BE TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND CONDUITS, CABLES, PIPES AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH, BUT NOT LIMITED TO, WATER, SEWER, ELECTRIC, CABLE, TELEPHONE AND STORM DRAINAGE. SAID EASEMENT AREA SHALL BE RESTORED AS NEARLY AS REASONABLY POSSIBLE TO ITS CONDITION PRIOR TO ANY MATERIAL DISTURBANCE BY THE UTILITY EXERCISING ITS RIGHTS WITHIN THIS EASEMENT AREA.

PUBLIC STORM DRAINAGE EASEMENT

AN EASEMENT FOR STORM DRAINAGE PURPOSES IS HEREBY GRANTED TO THE CITY OF DES MOINES FOR THE PURPOSE OF INSPECTING, TESTING, OPERATING, MAINTAINING, REPAIRING, CONSTRUCTING, EXPANDING, REMOVING, REPLACING AND/OR USING STORM DRAINAGE FACILITIES, INCLUDING WITHOUT LIMITATION CONVEYANCE LINES, PIPES, VAULTS AND OTHER RELATED DRAINAGE FACILITIES UNDER AND UPON TRACT A, B, C, J AND M, LOT 41, 42 AND 43. THE CITY SHALL HAVE THE RIGHT AT ALL TIMES TO ENTER UPON AND ACROSS SAID TRACT FOR THE PURPOSES HEREIN MENTIONED.

PRIVATE RETAINING WALL/ROCKERY AND STORM DRAINAGE EASEMENT

1. ANY LOT THAT INCLUDES OR IS ADJACENT TO A RETAINING WALL OR ROCKERY INSTALLED BY THE DEVELOPER THAT CROSSES, IS ADJACENT TO, OR STRADDLES ONE OR MORE PROPERTY LINES SHALL BE SUBJECT TO A PERMANENT EASEMENT GRANTED TO THE HAVENWOOD PARK PUD HOMEOWNERS ASSOCIATION FOR PURPOSES OF MAINTAINING AND REPAIRING SUCH RETAINING WALL OR ROCKERY. REPAIR AND MAINTENANCE OF SUCH RETAINING WALL OR ROCKERY SHALL BE THE RESPONSIBILITY OF THE HAVENWOOD PARK PUD HOMEOWNERS ASSOCIATION. (SEE SHEET B OF 8)
2. NO OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF THAT PORTION OF THE COMMONLY USED WALL DRAINS LOCATED UPSTREAM FROM THE POINT OF CONNECTION OF THAT RESPECTIVE LOT OWNER.

PRIVATE STORM DRAINAGE EASEMENT PROVISION

1. A PRIVATE STORM DRAINAGE EASEMENT OVER, UNDER AND ACROSS THE EXTERIOR 10 FEET PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF ALL LOTS, TRACTS AND COMMON AREAS IS HEREBY GRANTED AND CONVEYED TO THE OWNERS OF ALL LOTS WITHIN THIS PLAT. THE OWNERS OF SAID LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF THAT PORTION OF THE DRAINAGE FACILITIES THEY BENEFIT FROM, EXCEPT NO OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF THAT PORTION OF THE COMMONLY USED STORM SEWER LOCATED UPSTREAM FROM THE POINT OF CONNECTION OF THAT RESPECTIVE LOT OWNER.
2. THE 10-FOOT WIDE PRIVATE STORM EASEMENT LOCATED ACROSS LOTS 36, 37 AND 38 AS SHOWN HEREON, IS HEREBY RESERVED FOR AND GRANTED TO LOTS 37, 38 AND 39. THE OWNERS OF SAID LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF THAT PORTION OF THE DRAINAGE FACILITIES THEY BENEFIT FROM, EXCEPT NO OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF THAT PORTION OF THE COMMONLY USED STORM SEWER LOCATED UPSTREAM FROM THE POINT OF CONNECTION OF THAT RESPECTIVE LOT OWNER.
3. THE PRIVATE STORM EASEMENT LOCATED ACROSS TRACT C AS SHOWN HEREON, IS HEREBY RESERVED FOR AND GRANTED TO LOTS 5, 13, 14, 15, 16, 17 AND 18. THE OWNERS OF SAID LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF THAT PORTION OF THE DRAINAGE FACILITIES THEY BENEFIT FROM, EXCEPT NO OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF THAT PORTION OF THE COMMONLY USED STORM SEWER LOCATED UPSTREAM FROM THE POINT OF CONNECTION OF THAT RESPECTIVE LOT OWNER.

PRIVATE SIDE SEWER EASEMENT

1. THE 10-FOOT WIDE PRIVATE SIDE SEWER EASEMENT LOCATED ACROSS TRACT "J", AS SHOWN HEREON, IS HEREBY RESERVED FOR AND GRANTED TO LOT 4 CITY OF DES MOINES SHORT PLAT NO LUA-01-026, RECORDING NO. 20021119900007, KING COUNTY, FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTION, OPERATING AND MAINTAINING THE PRIVATE SIDE SEWER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH PURPOSES.
2. A VARIABLE WIDE PRIVATE SIDE SEWER EASEMENT LOCATED ACROSS LOT 4 AND TRACT "E", AS SHOWN HEREON, IS HEREBY RESERVED FOR AND GRANTED TO PARCEL "D" AS DELINEATED PER KING CO LOT LINE ADJUSTMENT NO S90M0130 RECORDING NO 9101091107, KING COUNTY, FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTION, OPERATING AND MAINTAINING THE PRIVATE SIDE SEWER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH PURPOSES.

LAKEHAVEN WATER & SEWER DISTRICT PROVISION

AN EASEMENT IS HEREBY IRREVOCABLY RESERVED FOR AND GRANTED TO LAKEHAVEN WATER & SEWER DISTRICT AND ITS AGENTS, SUCCESSORS AND ASSIGNS, FOR SO LONG AS IT SHALL OWN AND MAINTAIN THE UTILITIES REFERENCED HEREIN UNDER AND UPON THE AREA SHOWN ON THE PLAT AND DESCRIBED HEREIN AS "WATERLINE EASEMENT" (WLE) AND "SANITARY SEWER EASEMENT" (SSE) TO INSTALL, MAINTAIN, REPLACE, REPAIR AND OPERATE WATER AND SEWER MAINS AND APPURTENANCES FOR THIS SUBDIVISION AND OTHER PROPERTY TOGETHER WITH THE RIGHT TO ENTER UPON SAID EASEMENT AT ALL TIMES FOR PURPOSES INCIDENT THERETO. NO BUILDING, WALL, ROCKERY, FENCE, TREES OR STRUCTURE OF ANY KIND SHALL BE ERRECTED OR PLANTED, NOR SHALL ANY FILL MATERIAL BE PLACED WITHIN THE BOUNDARIES OF SAID EASEMENT AREA. NO EXCAVATION SHALL BE MADE WITHIN THREE (3) FEET OF SAID WATER OR SEWER SERVICE FACILITIES AND THE SURFACE LEVEL OF THE GROUND WITHIN THE EASEMENT AREA SHALL BE MAINTAINED AT THE ELEVATION AS CURRENTLY EXISTING. GRANTOR HEREBY AGREES THAT NO WATER AND/OR SEWER SYSTEM FACILITY OR APPURTENANCE OF ANY KIND SHALL BE CONSTRUCTED OR LOCATED BY GRANTOR, OR ANY THIRD PARTY ACTING UNDER AUTHORITY OF GRANTOR, WITHIN OR PROXIMATE TO SAID EASEMENT, UNLESS SUCH INSTALLATION IS APPROVED BY GRANTEE AND IS IN CONFORMANCE WITH THE THEN-CURRENT EDITION OF THE "CRITERIA FOR SEWAGE WORKS DESIGN" PUBLISHED BY THE WASHINGTON STATE DEPARTMENT OF ECOLOGY. GRANTOR HEREBY FURTHER AGREES THAT NO OTHER UTILITY FACILITY OR APPURTENANCE OF ANY KIND, INCLUDING UTILITY SERVICE CONNECTIONS, SHALL BE CONSTRUCTED OR LOCATED BY GRANTOR, OR ANY THIRD PARTY ACTING UNDER AUTHORITY OF GRANTOR, WITHIN THREE FEET (3'), MEASURED HORIZONTALLY FOR PARALLEL ALIGNMENTS, OR WITHIN SIX INCHES (6"), MEASURED VERTICALLY, OR CROSSING OR PERPENDICULAR ALIGNMENTS, OF ANY PORTION OF THE GRANTEE'S FACILITIES. GRANTOR ADDITIONALLY GRANTS TO THE LAKEHAVEN WATER & SEWER DISTRICT AND ITS AGENTS, SUCCESSORS AND ASSIGNS THE USE OF SUCH ADDITIONAL AREA IMMEDIATELY ADJACENT TO SAID EASEMENT AREA AS SHALL BE REQUIRED FOR THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE AND OPERATION OF SAID WATER OR SEWER FACILITIES. THE USE OF SUCH ADDITIONAL AREA SHALL BE HELD TO A REASONABLE MINIMUM AND BE RETURNED TO THE CONDITION EXISTING IMMEDIATELY BEFORE THE PROPERTY WAS ENTERED UPON BY THE LAKEHAVEN WATER & SEWER DISTRICT, ITS AGENTS, SUCCESSORS AND ASSIGNS. IN ADDITION TO THE OTHER RESTRICTIONS HEREIN, GRANTOR SHALL NOT CONVEY TO A THIRD PARTY ANY EASEMENT OR OTHER INTEREST OR RIGHT OF USE OF PROPERTY SUBJECT TO THE EASEMENT THAT WOULD IMPAIR OR LIMIT THE USE OF THE EASEMENT RIGHTS GRANTED HEREIN

SURVEY INFORMATION

HORIZONTAL DATUM:

NAD 83/91
WASHINGTON STATE COORDINATES-NORTH ZONE

BASIS OF BEARING

NAD83/91 FROM GPS OBSERVATION
MONUMENTED EAST LINE OF THE NE QUARTER OF SEC 32, TWN 22 N, RGE 4 E, W.M.
(BEARING = N1°09'56"E)

EQUIPMENT & PROCEDURES

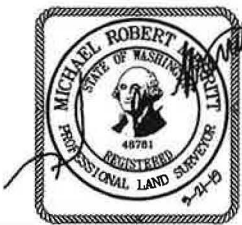
METHOD OF SURVEY:
SURVEY PERFORMED BY FIELD TRAVERSE

INSTRUMENTATION:
LEICA MS-50 ROBOTIC TOTAL STATION WITH DATA COLLECTOR AND LEICA GS-16 GPS MAINTAINED IN ADJUSTMENT TO MANUFACTURES SPECIFICATIONS AS REQUIRED BY WAC 332-130-100

PRECISION:
MEETS OR EXCEEDS STATE STANDARDS WAC 332-130-090

REFERENCES

- (R1) DAN LOURIE SHORT PLAT NO. LUA01-026
A.F. NO. 20021119900007
- (R2) ACCESS EASEMENT UNDER A.F. NO. 6047039
- (R3) KING COUNTY SHORT PLAT NO. 376089
A.F. NO. 7606220773
- (R4) KING COUNTY BOUNDARY LINE ADJUSTMENT S90M0130
A.F. NO. 199101091107



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CITY OF DES MOINES, KING COUNTY, STATE OF WASHINGTON

DRAWN BY:	DATE:	DRAWING FILE NAME:	SCALE:	JOB NUMBER:	SHEET:
NSY	9-6-18	V18-116V-FP-C3D	N.T.S.	V18-116	2 OF 7

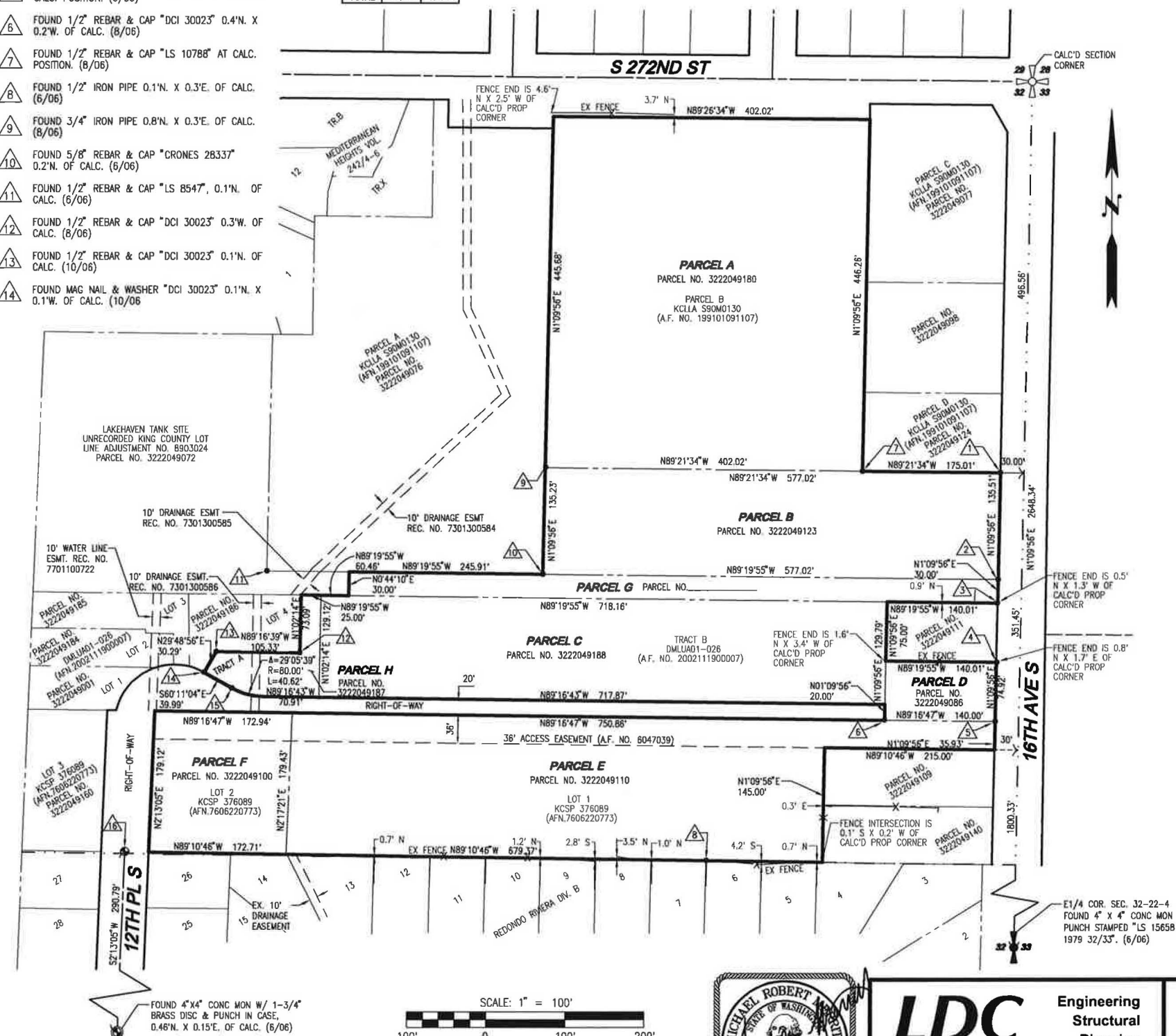
FOUND PROPERTY EVIDENCE

- 1 FOUND 1/2" REBAR & CAP "LS 19708" AT CALC. POSITION. (6/06)
- 2 FOUND 1/2" REBAR & CAP "LS 8547" AT CALC. POSITION. (6/06)
- 3 FOUND 1" IRON PIPE 0.4"W. OF CALC. (8/06)
- 4 FOUND 3/4" IRON PIPE 0.1"N. X 0.6"E. OF CALC. (6/06)
- 5 FOUND 1/2" REBAR W/ SMASHED CAP IN CONC AT CALC. POSITION. (6/06)
- 6 FOUND 1/2" REBAR & CAP "DCI 30023" 0.4"N. X 0.2"W. OF CALC. (8/06)
- 7 FOUND 1/2" REBAR & CAP "LS 10788" AT CALC. POSITION. (8/06)
- 8 FOUND 1/2" IRON PIPE 0.1"N. X 0.3"E. OF CALC. (6/06)
- 9 FOUND 3/4" IRON PIPE 0.8"N. X 0.3"E. OF CALC. (8/06)
- 10 FOUND 5/8" REBAR & CAP "CRONES 28337" 0.2"N. OF CALC. (6/06)
- 11 FOUND 1/2" REBAR & CAP "LS 8547", 0.1"N. OF CALC. (6/06)
- 12 FOUND 1/2" REBAR & CAP "DCI 30023" 0.3"W. OF CALC. (8/06)
- 13 FOUND 1/2" REBAR & CAP "DCI 30023" 0.1"N. OF CALC. (10/06)
- 14 FOUND MAG NAIL & WASHER "DCI 30023" 0.1"N. X 0.1"W. OF CALC. (10/06)

PARCEL AREA		
PARCEL	SQFT	ACRE
A	179,127	4.10
B	78,107	1.79
C	93,098	2.14
D	10,480	0.24
E	129,630	2.98
F	30,974	0.71
G	24,685	0.57
H	8,928	0.21
TOTAL	555,029	12.74

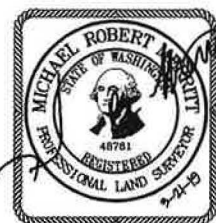
HAVENWOOD PARK

PLANNED UNIT DEVELOPMENT
NE 1/4, NE 1/4 OF SEC. 32, TWN. 22 N, RGE. 4 E, W.M.,
CITY OF DES MOINES, KING COUNTY, WASHINGTON
LUA2017-0044



SCALE: 1" = 100'

100' 0 100' 200'



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NE 1/4, NE 1/4 OF SEC. 32 TWN. 22 N, RGE. 4 E, W.M.,
CITY OF DES MOINES, KING COUNTY, STATE OF WASHINGTON

LEGAL DESCRIPTION

FIRST AMERICAN TITLE INSURANCE COMPANY
GUARANTEE NO. 3080627
EFFECTIVE DATE: OCTOBER 12, 2018

PARCEL A:
THE WEST 402 FEET OF THE EAST 607 FEET OF THE NORTH THREE-QUARTERS OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THE NORTH 30 FEET THEREOF FOR ROAD;

AND EXCEPT THAT PORTION CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NO. 9211132261;

(ALSO KNOWN AS LOT B, CITY OF SEATTLE LOT LINE ADJUSTMENT RECORDED UNDER RECORDING NUMBER 9101091107)

PARCEL B:
THAT PORTION OF THE EAST 607.00 FEET OF THE EAST HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING NORTH OF THE SOUTH 30 FEET THEREOF;

EXCEPT THE EAST 30 FEET FOR 16TH AVENUE SOUTH;

(ALSO KNOWN AS A PORTION OF UNRECORDED KING COUNTY LOT LINE ADJUSTMENT NUMBER 8903024, APPROVED JULY 6, 1989, DISCLOSED BY THE KING COUNTY TAX ROLLS).

PARCEL C:
RESERVE TRACT "B", CITY OF DES MOINES SHORT PLAT NO LUA-01-026, RECORDED UNDER RECORDING NUMBER 20021119900007, BEING A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON.

PARCEL D:
THAT CERTAIN PARCEL OF LAND LOCATED ON THE NORTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, BEGINNING AT THE POINT WHERE THE WESTERLY LINE OF 16TH AVENUE SOUTH INTERSECTS THE NORTH BOUNDARY LINE OF SAID SUBDIVISION; THENCE SOUTH ALONG THE WEST LINE OF 16TH AVENUE SOUTH A DISTANCE OF 75 FEET TO THE TRUE POINT OF BEGINNING; THENCE WEST ON A LINE PARALLEL WITH THE NORTH BOUNDARY LINE A DISTANCE OF 140 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF 16TH AVENUE SOUTH A DISTANCE OF 75 FEET; THENCE EAST ON A LINE PARALLEL WITH THE NORTH BOUNDARY LINE A DISTANCE OF 140 FEET; THENCE NORTH ALONG THE WEST LINE OF 16TH AVENUE SOUTH TO THE TRUE POINT OF BEGINNING.

PARCEL E:
LOT 1, KING COUNTY SHORT PLAT NUMBER 376089, RECORDED UNDER RECORDING NUMBER 7606220773, IN KING COUNTY, WASHINGTON.

PARCEL F:
LOT 2, KING COUNTY SHORT PLAT NUMBER 376089, RECORDED UNDER RECORDING NUMBER 7606220773, IN KING COUNTY, WASHINGTON.

PARCEL G:
THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 32;
THENCE SOUTH 1°09'56" WEST ALONG THE EAST LINE THEREOF, A DISTANCE OF 662.08 FEET TO THE SOUTH LINE OF THE NORTH HALF OF SAID NORTHEAST QUARTER;
THENCE NORTH 89°19'55" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 30.00 FEET TO THE WEST MARGIN OF 16TH AVE. S RIGHT-OF-WAY AND THE TRUE POINT OF BEGINNING;
THENCE CONTINUE NORTH 89°19'55" WEST A DISTANCE OF 822.71 FEET;
THENCE NORTH 00°44'10" EAST A DISTANCE OF 30.00 FEET;
THENCE SOUTH 89°19'55" EAST A DISTANCE OF 822.93 FEET;
THENCE SOUTH 01°09'56" WEST A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING.

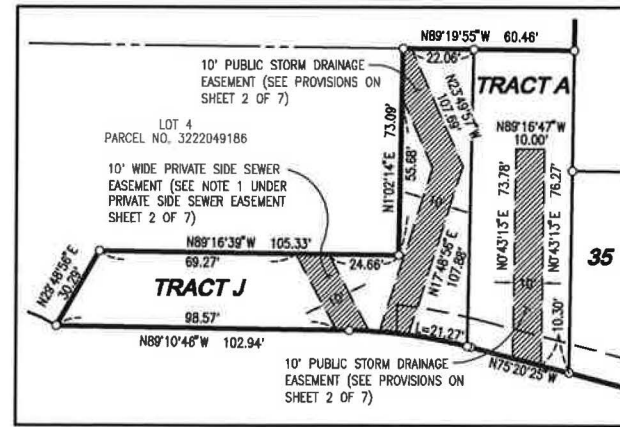
PARCEL H:
RESERVE TRACT "A", CITY OF DES MOINES SHORT PLAT NO LUA-01-026, RECORDED UNDER RECORDING NUMBER 20021119900007, BEING A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON.

DRAWN BY:	DATE:	DRAWING FILE NAME:	SCALE:	JOB NUMBER:	SHEET:
NSY	9-6-18	V18-116V-FP-C3D	1"=100'	V18-116	3 OF 7

HAVENWOOD PARK

PLANNED UNIT DEVELOPMENT
NE 1/4, NE 1/4 OF SEC. 32, TWN. 22 N, RGE. 4 E, W.M.,
CITY OF DES MOINES, KING COUNTY, WASHINGTON
LUA2017-0044

SCALE: 1" = 40'
40' 0 40' 80'

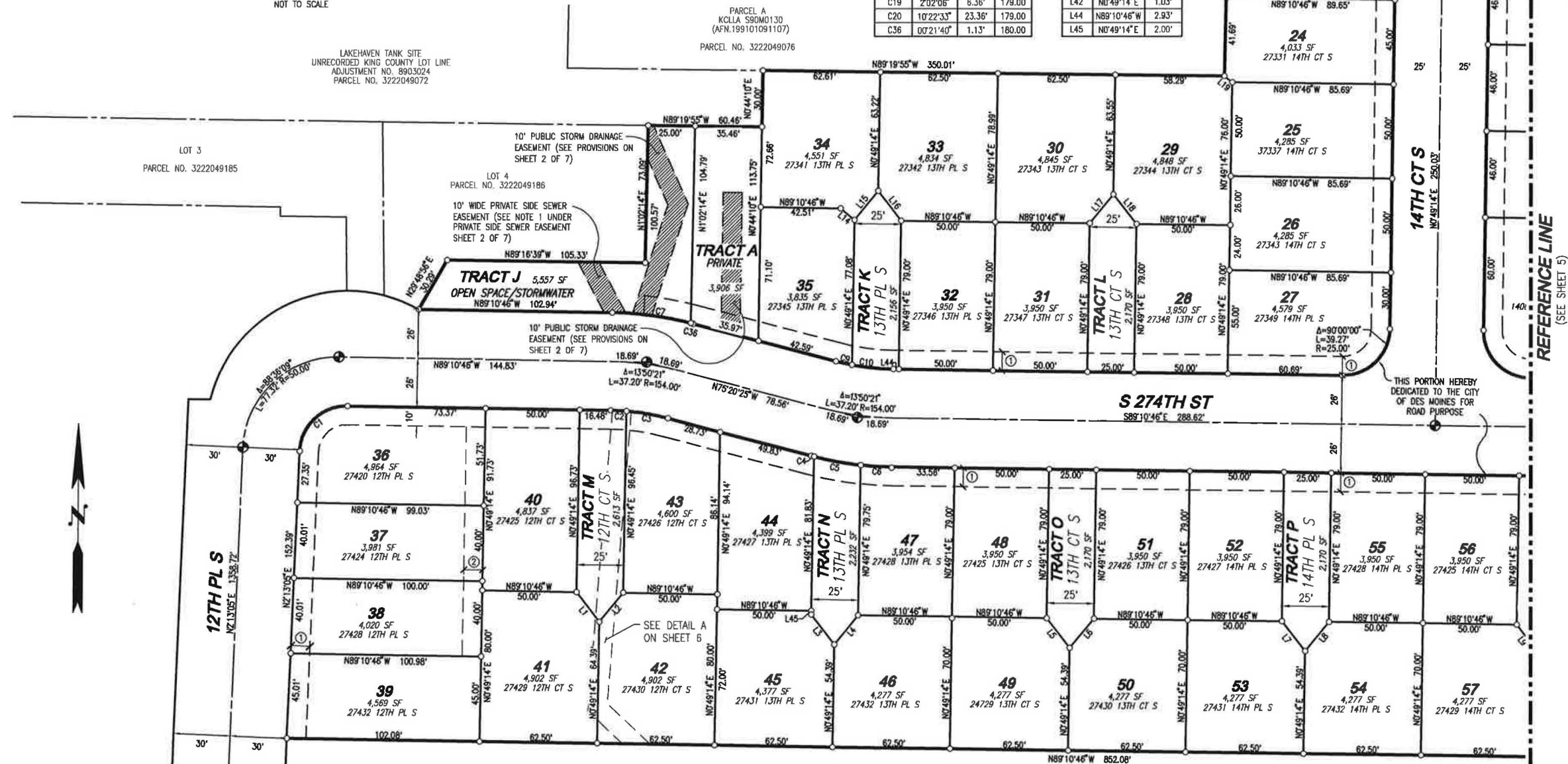


DETAIL
NOT TO SCALE

CURVE	DELTA	LENGTH	RADIUS
C1	88°36'09"	38.66'	25.00'
C2	3°48'53"	8.52'	128.00'
C3	1°01'29"	22.40'	128.00'
C4	0°31'49"	1.67'	180.00'
C5	8°04'11"	25.35'	180.00'
C6	5°14'21"	16.46'	180.00'
C7	1°50'21"	43.48'	180.00'
C8	N/A	N/A	N/A
C9	3°54'32"	8.73'	128.00'
C10	9°55'49"	22.18'	128.00'
C18	8°20'27"	26.06'	179.00'
C19	2°02'06"	6.36'	179.00'
C20	10°22'33"	23.36'	179.00'
C36	0°21'40"	1.13'	180.00'

LINE	BEARING	LENGTH
L1	N37°51'42"W	20.00'
L2	N39°30'10"E	20.00'
L3	N37°51'42"W	20.00'
L4	N39°30'10"E	20.00'
L5	N37°51'42"W	20.00'
L6	N39°30'10"E	20.00'
L7	N37°51'42"W	20.00'
L8	N39°30'10"E	20.00'
L14	N50°29'50"W	9.61'
L15	N39°30'10"E	20.00'
L16	N37°52'04"W	20.00'
L17	N39°30'10"E	20.00'
L18	N37°51'42"W	20.00'
L19	N50°57'12"W	5.35'
L42	N0°49'14"E	1.03'
L44	N89°10'46"W	2.93'
L45	N0°49'14"E	2.00'

(SEE SHEET 6)
REFERENCE LINE

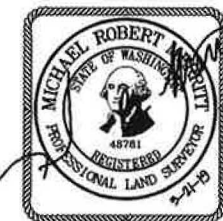


EASEMENTS

- 10' WIDE GENERAL PUBLIC UTILITY EASEMENT. (SEE GENERAL PUBLIC EASEMENT PROVISION ON SHEET 2 OF 7)
- PRIVATE STORM DRAINAGE EASEMENT. (SEE PRIVATE STORM DRAINAGE EASEMENT PROVISION ON SHEET 2 OF 7)

LEGEND

- FOUND MONUMENT AS NOTED
- SET TYPICAL CITY OF DES MOINES MONUMENT STAMPED LS 48761.
- SET 5/8"x24" REBAR WITH ORANGE PLASTIC CAP STAMPED "LDC - LDCORP.COM - PLS 48761 - PROPERTY CORNER"
- FOUND REBAR AND CAP AS NOTED



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CITY OF DES MOINES, KING COUNTY, STATE OF WASHINGTON

DRAWN BY:	DATE:	DRAWING FILE NAME:	SCALE:	JOB NUMBER:	SHEET:
NSY	9-6-18	V18-116V-FP-C3D	1"=40'	V18-116	4 OF 7

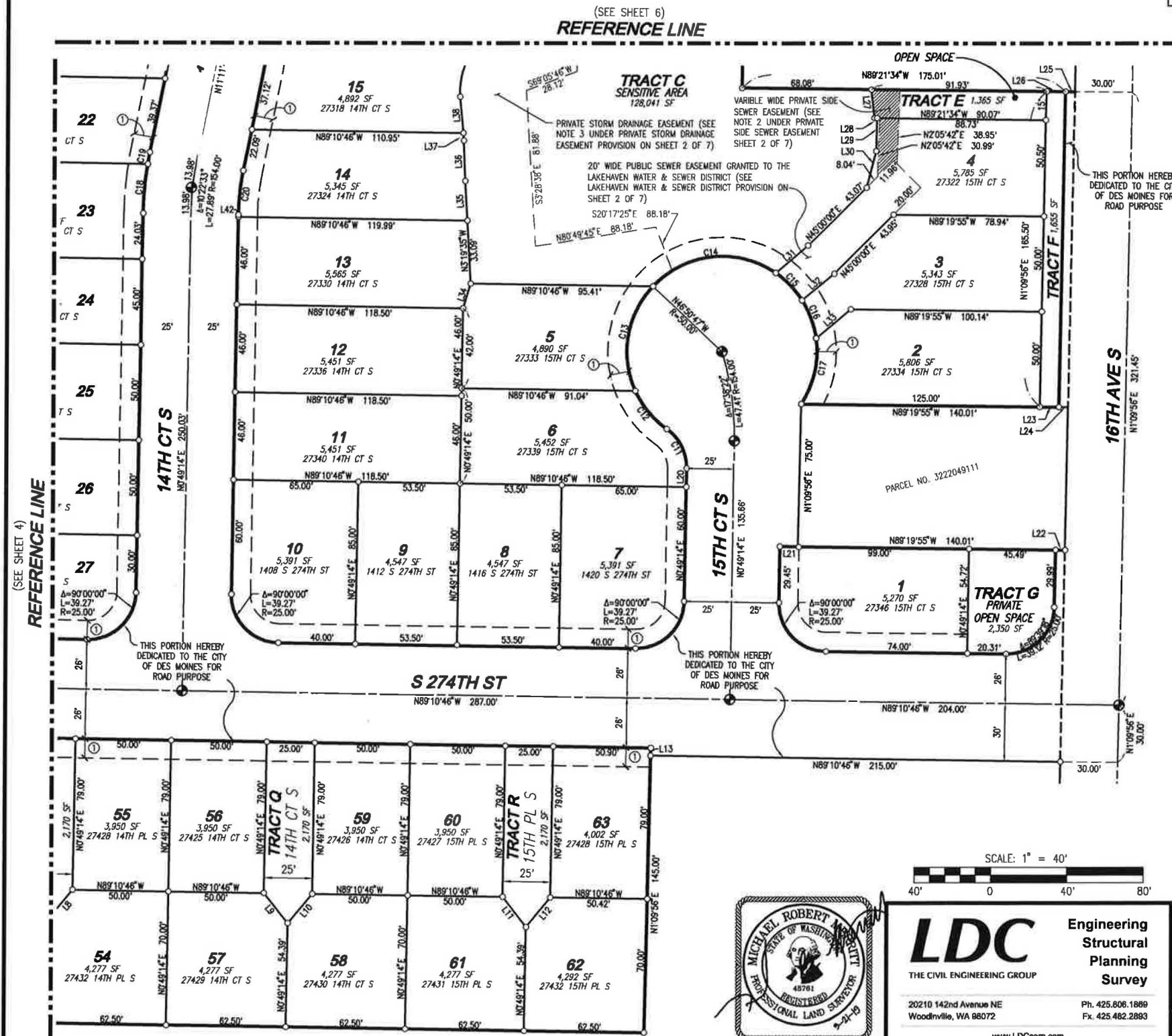
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PLANNED UNIT DEVELOPMENT
NE 1/4, NE 1/4 OF SEC. 32, TWN. 22 N, RGE. 4 E, W.M.,
CITY OF DES MOINES, KING COUNTY, WASHINGTON
LUA2017-0044

CURVE	DELTA	LENGTH	RADIUS
C11	55°14'28"	24.10'	25.00'
C12	29°59'30"	26.17'	50.00'
C13	67°34'57"	58.98'	50.00'
C14	81°07'10"	70.79'	50.00'
C15	23°08'11"	20.19'	50.00'
C16	24°31'17"	21.40'	50.00'
C17	41°22'22"	36.10'	50.00'
C18	8°20'27"	26.06'	179.00'
C19	2°02'06"	6.36'	179.00'
C20	10°22'33"	23.38'	179.00'
C35	47°51'41"	29.24'	35.00'

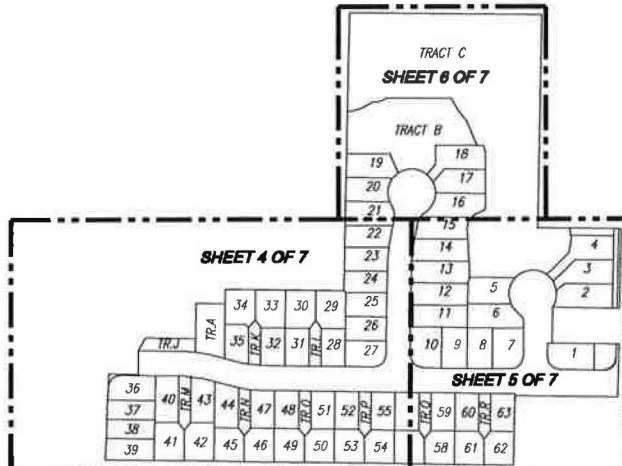
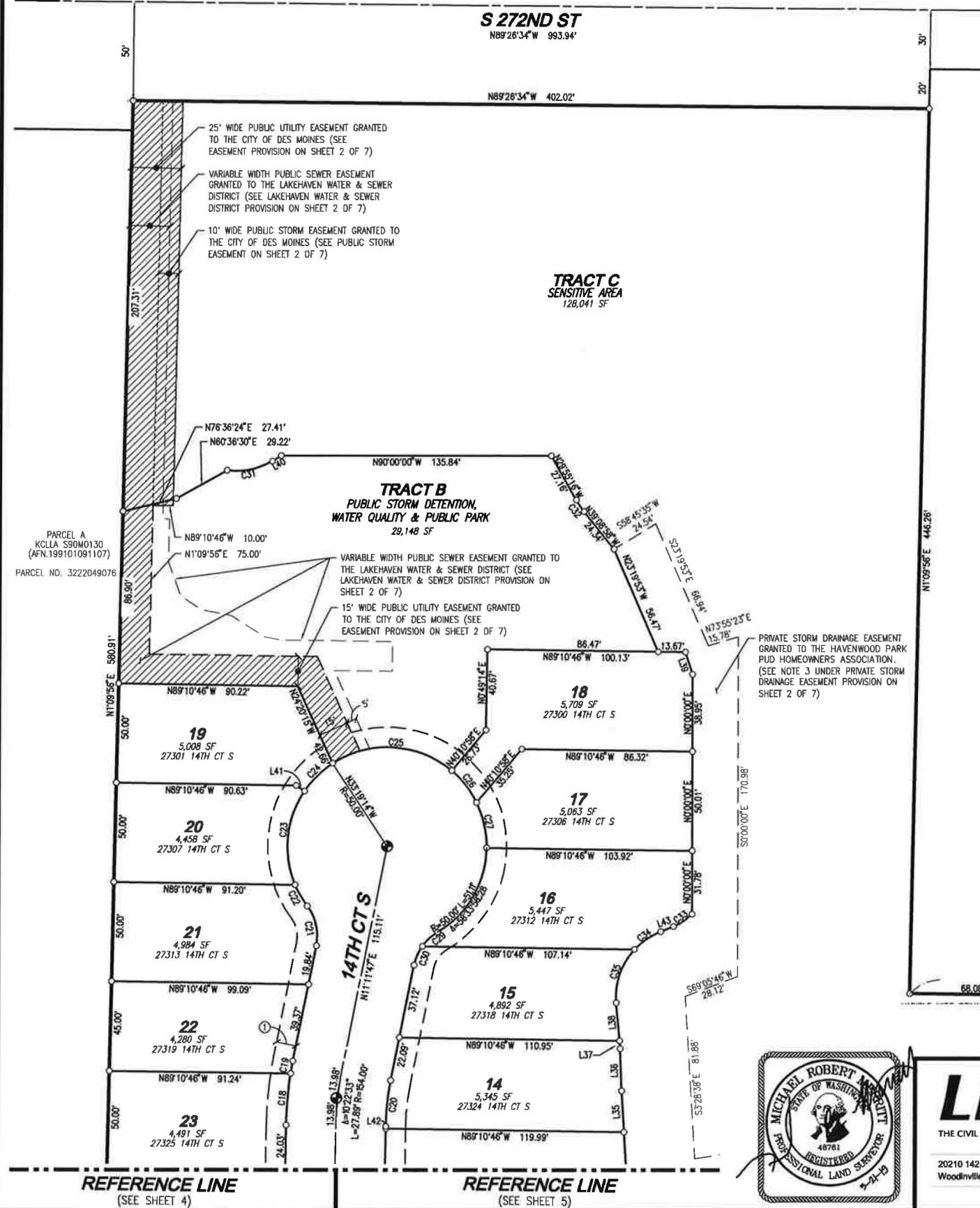
LINE	BEARING	LENGTH
L8	N39°30'10"E	20.00'
L9	N37°51'42"W	20.00'
L10	N39°30'10"E	20.00'
L11	N37°51'42"W	20.00'
L12	N39°30'10"E	20.00'
L13	N0°49'14"E	4.00'
L20	N0°49'14"E	9.71'
L21	N89°19'55"W	9.49'
L22	N89°19'55"W	5.00'
L23	N89°19'55"W	10.00'
L24	N89°19'55"W	5.00'
L25	N89°21'34"W	5.00'

LINE	BEARING	LENGTH
L26	N89°21'34"W	10.00'
L27	N5°54'37"W	15.10'
L28	N89°21'34"W	1.34'
L29	N1°09'56"E	17.22'
L30	N14°41'00"E	19.84'
L31	N50°01'32"E	22.35'
L32	N50°01'32"E	21.77'
L33	N50°01'32"E	23.71'
L34	N17°26'55"E	13.57'
L35	N3°19'35"W	20.85'
L36	N1°57'15"W	21.23'
L37	N5°04'25"W	4.02'
L38	N5°04'25"W	19.09'



HAVENWOOD PARK

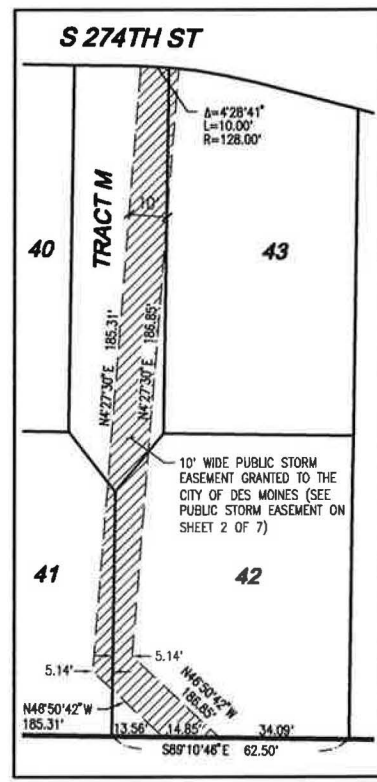
PLANNED UNIT DEVELOPMENT
NE 1/4, NE 1/4 OF SEC. 32, TWN. 22 N, RGE. 4 E, W.M.,
CITY OF DES MOINES, KING COUNTY, WASHINGTON
LUA2017-0044



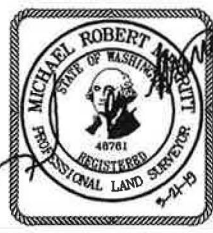
- LEGEND**
- FOUND MONUMENT AS NOTED
 - SET TYPICAL CITY OF DES MOINES MONUMENT STAMPED LS 48761.
 - SET 5/8"x24" REBAR WITH ORANGE PLASTIC CAP STAMPED "LDC- LDCORP.COM - PLS 48761 - PROPERTY CORNER"
 - FOUND REBAR AND CAP AS NOTED

CURVE TABLE			
CURVE	DELTA	LENGTH	RADIUS
C18	8°20'27"	28.08'	179.00'
C19	2°02'06"	6.36'	179.00'
C20	10°22'33"	23.36'	129.00'
C21	48°11'23"	21.03'	25.00'
C22	14°14'08"	12.42'	50.00'
C23	56°38'02"	49.42'	50.00'
C24	22°48'12"	19.80'	50.00'
C25	73°30'11"	64.14'	50.00'
C26	23°34'41"	20.58'	50.00'
C27	27°03'35"	23.61'	50.00'
C28	58°33'56"	50.11'	50.00'
C29	24°31'47"	10.70'	25.00'
C30	23°39'36"	10.32'	25.00'
C31	39°17'04"	24.00'	35.00'
C32	9°13'42"	5.64'	35.00'
C33	26°15'26"	11.46'	25.00'
C34	26°28'01"	16.18'	35.00'
C35	47°51'41"	29.24'	35.00'

LINE TABLE		
LINE	BEARING	LENGTH
L34	N17°26'55"E	13.57'
L35	N3°19'35"W	20.85'
L36	N1°57'15"W	21.23'
L37	N5°04'25"W	4.02'
L38	N5°04'25"W	19.09'
L39	N18°23'10"W	5.32'
L40	N58°52'05"E	20.00'
L41	N56°07'25"W	5.00'
L42	N0°49'14"E	1.03'
L43	N89°05'46"E	6.87'



DETAIL "A"
SCALE: 1"=30'



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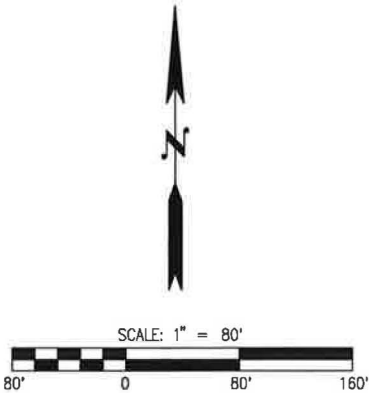
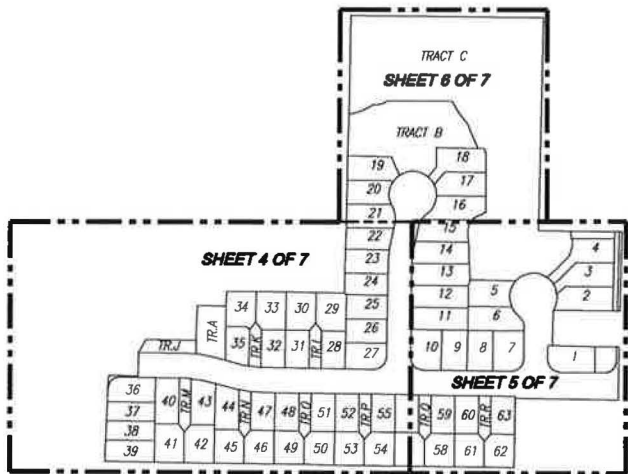
HAVENWOOD PARK

NE 1/4, NE 1/4 OF SEC. 32 TWN. 22 N, RGE. 4 E, W.M.,
CITY OF DES MOINES, KING COUNTY, STATE OF WASHINGTON

DRAWN BY:	DATE:	DRAWING FILE NAME:	SCALE:	JOB NUMBER:	SHEET:
NSY	9-6-18	V18-116V-FP-C3D	1"=40'	V18-116	6 OF 7

HAVENWOOD PARK

PLANNED UNIT DEVELOPMENT
NE 1/4, NE 1/4 OF SEC. 32, TWN. 22 N, RGE. 4 E, W.M.,
CITY OF DES MOINES, KING COUNTY, WASHINGTON
LUA2017-0044



EASEMENTS

- ⑦ 5' WIDE RETAINING WALL/ROCKERY EASEMENT
(SEE PRIVATE RETAINING WALL/ROCKERY &
STORM DRAINAGE PROVISION ON SHEET 2 OF 8)

LEGEND

- FOUND MONUMENT AS NOTED
- SET TYPICAL CITY OF DES MOINES
MONUMENT STAMPED LS 48761.
- SET 5/8"x24" REBAR WITH ORANGE PLASTIC
CAP STAMPED "LDC- LDCORP.COM - PLS
48761 - PROPERTY CORNER"
- FOUND REBAR AND CAP AS NOTED



PARCEL A
KCLLA S90M0130
(AFN.199101091107)

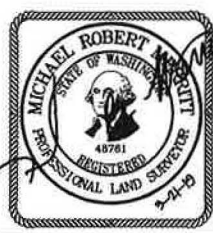
PARCEL NO.
3222049076

LAKEHAVEN TANK SITE
UNRECORDED KING COUNTY LOT
LINE ADJUSTMENT NO. 8903024
PARCEL NO. 3222049072

LOT 3
PARCEL NO. 3222049185

LOT 4
PARCEL NO.
3222049186

PARCEL NO.
3222049111



LDC
THE CIVIL ENGINEERING GROUP

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Woodinville, WA 98072

Engineering
Structural
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Survey

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HAVENWOOD PARK

NE 1/4, NE 1/4 OF SEC. 32 TWN. 22 N, RGE. 4 E, W.M.,
CITY OF DES MOINES, KING COUNTY, STATE OF WASHINGTON

DRAWN BY:	DATE:	DRAWING FILE NAME:	SCALE:	JOB NUMBER:	SHEET:
NSY	9-6-18	V18-116V-FP-C3D	1"=80'	V18-116	7 OF 7

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16th Avenue South Improvements and Transportation Impact Fee Credit Agreement

This 16th Avenue South Improvements and Transportation Impact Fee Credit Agreement ("Agreement") is between the CITY OF DES MOINES, a Washington municipal corporation ("City"), and POLYGON WLH, LLC a Delaware limited liability company ("Polygon").

RECITALS

- A. Polygon is constructing a residential development called Crestwood Park PUD under City File No. LUA2017-0044, located at 27411 16th Avenue South, Des Moines, Washington, 98198. The City previously issued a Determination of Non-significance on November 2, 2007 and approved the Crestwood Park preliminary plat on December 6, 2007. Neither of those decisions were appealed.
- B. As part of the Crestwood Park construction, the City has asked Polygon to improve and overlay a segment of 16th Avenue South running from South 272nd Street to the City of Des Moines limits, lying north of the intersection of Pacific Highway South and Highway 99 (the "Project").
- C. As part of the Crestwood Park subdivision, Polygon is also required to pay transportation impact fees.
- D. The City and Polygon agree that a credit toward transportation impact fees is appropriate based on the actual costs of improvements on 16th Avenue South per Des Moines Municipal Code 12.40.130.
- E. As a part of the Crestwood Park subdivision, Polygon has paid a frontage improvement in-lieu payment of \$115,073.99 to the City.

The parties therefore agree as follows.

AGREEMENT

1. PROJECT DESIGN AND CONSTRUCTION

1.1 Polygon will submit construction drawings per the scope of work below for City approval. Once the construction drawings are approved, Polygon shall

16th Avenue South Improvements and
Transportation Impact Fee Credit Agreement –
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construct the Improvements on 16th Avenue South per the approved plans and will provide the necessary engineering and other services necessary to complete work necessary for completion of the Project. Improvements shall be completed no later than August 31, 2019 or no later than 90 days after construction drawing approval. The initial scope of work includes the following:

- 1.1.1 Double yellow raised pavement centerline with painted white edge line.
- 1.1.2 Additional raised pavement markers and pavement markings on south leg of 16th Avenue South intersection with South 272nd Street.
- 1.1.3 C-curb to be installed south of 274th on the west side of 16th Avenue South to match the planned c-curb north of 274th
- 1.1.4 Edge grind and haul off waste. Place overlay fabric as needed. Pre-level as needed. A 2" overlay approximately 70,000 square feet. Provide traffic control.
- 1.1.5 Survey – Limits of survey to be determined and agreed to by the City.
- 1.1.6 Traffic Control – Required traffic control and approval by the City.
- 1.1.7 Engineering – Necessary engineering related to the 16th Avenue Improvements.
- 1.1.8 Legal – Cost to draft and finalize agreement.
- 1.2 The City will be responsible for installing the traffic detection loops in 16th Avenue South at the intersection of South 272nd Street. Such work shall not constitute a basis for refusal or delay of credits toward impact fees.
- 1.3 The City will be responsible for expeditiously issuing any necessary permits or approvals for the Project and conducting inspections to complete work necessary for completion of the Project in a timely

fashion. The City will be responsible for acceptance and maintenance of the Project and will be the sole owner of the improvements once they are accepted as complete by the City. Acceptance shall not be unreasonably withheld.

2. TRANSPORTATION IMPACT FEE CREDITS

2.1 The applicable transportation impact fee rate for the single family and duplex lots in Crestwood Park is \$6,378.93. The City periodically adjusts this impact fee rate. Credits shall be based on the actual impact fees assessed for each building permit in Crestwood Park. 2.2 The parties have an estimate of Project costs and agree traffic impact fee credits for the 16th Avenue Improvements are to be based on actual costs approved by the City

The City shall allow for complete impact fee credits based on actual costs reasonably incurred by Polygon to complete the Project. The final and actual costs will be based on final quantities of materials placed, as calculated by Polygon and may also include, but not be limited to staff time for engineering and construction management and consultant costs for quality control. Polygon will provide the City with accurate and complete invoices showing the final and actual Project costs.

2.3 The City shall credit transportation impact fees toward each building permit in Crestwood Park until the complete costs expended by Polygon for the Project are fully credited. Polygon has previously paid a frontage improvement in-lieu payment, which provided for a credit towards transportation impact fees. Upon completion of the 16th Ave improvements, in-lieu payments previously received will be reimbursed to Polygon to compensate polygon for public improvements. The parties agree that any credit previously given for the in-lieu payment shall apply retroactively towards transportation impact fees.

2.4 Per DMMC 12.40.130 (9), if the total value of any credit for such dedication, improvement or construction costs exceeds the amount of the

transportation impact fee obligation, the developer will not be entitled to reimbursement of the difference.

2.5 In the event of any disputes between the parties regarding reimbursement of costs under this Agreement, such dispute shall not delay issuance of building permits or certificates of occupancy for Crestwood Park homes. In the event of any dispute concerning a payment, the parties will promptly meet in person and attempt to resolve the dispute. In the event after holding at least one meeting the parties cannot resolve their differences, then the matter will be submitted to arbitration per the terms of Section 5.4 of this Agreement.

3. TERM AND TERMINATION.

This Agreement shall remain in effect until the Project is completed and the City has provided full transportation impact fee credits as provided for in this Agreement.

4. NOTICE.

All communications regarding this Agreement shall be sent to the parties at the addresses specified in this Section 5. Any written notice shall become effective upon delivery, but in any event three (3) calendar 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 Section.

To City: Brandon Carver
 City of Des Moines
 12650 11th Avenue South
 Des Moines, WA 98198
 Phone: (206) 870-6543
 Email: BCarver@desmoineswa.gov

Polygon: Nick Abdelnour
 Polygon WLH, LLC
 11624 SE 5th Street, Suite 100
 Bellevue, WA 98005
 (425) 586-7700
 Email: nick.abdelnour@polygonhomes.com

5. MISCELLANEOUS.

5.1 *Compliance with Laws.* The parties shall comply with all federal, state and local laws, rules and regulations throughout every aspect in the performance of this Agreement.

5.2 *Breach and Nonwaiver.* Either party may terminate this Agreement by written notice to the other party if the other party materially breaches any provision of this Agreement and fails to cure such breach within thirty (30) calendar days after its receipt of written notice of breach. Any extra costs, expenses or damages incurred by the non-defaulting party as a result of such termination shall be borne exclusively by the defaulting party. The rights and remedies under this provision are in addition to any other rights or remedies available to the non-defaulting party under contract or applicable law. Termination will not relieve the defaulting party of any obligations which arise out of work performed prior to the effective date of termination. The failure of a party to insist upon strict performance of any of the terms and rights contained herein shall not be constructed to be a waiver or relinquishment of those terms and rights and they shall remain in full force and effect.

5.3 *Governing Law.* This Agreement shall be governed and construed in accordance with the laws of the State of Washington. If any dispute arises between the parties or between any party and the contractor under any of the provisions of this Agreement, resolution of that dispute shall be available only through the jurisdiction, venue and rules of the King County Superior Court, King County, Washington.

5.4 *Arbitration.* Any controversy or claim arising between the Parties relating to this Agreement, shall be determined and settled by binding arbitration to be held in King County, Washington, with a single arbitrator selected and arbitrated pursuant to the rules and in accordance with the provisions of the American Arbitration Association. The agreement to arbitrate shall continue in full force and effect subsequent to and notwithstanding the expiration, rescission or termination of this Agreement. The Parties knowingly and voluntarily waive their right to have their disputes tried and adjudicated by a judge or jury. Notwithstanding anything in such

statute or rule to the contrary, the arbitrator shall make his or her decision and award according to the terms and provisions of this Agreement and applicable law. The arbitrator shall have the right to award money damages, specific performance and/or injunctive relief. Judgment upon the award may be entered in the Superior Court of the State of Washington for the County of King. The award and the judgment based thereon shall be final, binding and non-appealable.

5.5 *Attorney's Fees.* In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit a party's right to indemnification under Section 5 of this Agreement.

5.6 *Modification.* No waiver, alteration, or modification of any of the provisions of this Agreement shall be valid or binding unless in writing and executed by both parties.

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

5.8 *Relationship.* It is understood and agreed that no agency, employment, joint venture, co-employer or partnership is created by this Agreement. No party shall (i) have the power or authority to act for another in any manner to create obligations or debts which would be binding upon another, and; (ii) be responsible for any obligation or expense whatsoever of another.

5.9 *Force Majeure.* A party will not be in breach of this Agreement if unable to perform its respective obligations as a result of the occurrence of an event of "force majeure," which shall include, but not be limited to, acts of God, acts of the government of the United States or of any state or political subdivision thereof, strikes, civil riots or disturbances, fire, floods, explosions, earthquakes, wind, storms, hurricanes, lightning or other similar catastrophes or other causes beyond the parties'

reasonable control. All work under this Agreement shall commence or recommence at a reasonably immediate time after any event of "force majeure."

5.10 Entire Agreement. The written provisions and terms of this Agreement, together with any attached Exhibits, supersede all prior verbal statements by any representative of the City, and those statements shall not be construed as forming a part of or altering in any manner this agreement. This Agreement and any attached Exhibits contain the entire Agreement between the parties. Should any language in any Exhibit to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

5.11 Binding Nature. The rights and responsibilities contained in this Agreement shall inure to the benefit of and are binding upon the Parties and their respective successors in interest and assigns.

5.12 Counterparts. The parties may sign this Agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument.

5.13 Effective date. This Agreement will become effective when all the parties have signed it. The date this agreement is signed by the last party to sign it will be deemed the date of this Agreement.

CITY OF DES MOINES

**POLYGON WLH, LLC
a Delaware limited liability
company**

By: _____

Its: _____

DATE: _____

APPROVED AS TO FORM:

By: _____

Des Moines City Attorney

16th Avenue South Improvements and
Transportation Impact Fee Credit Agreement –
Page 7 of 7

By: _____

Nick Abdelnour

Its: Authorized Agent

DATE: _____

APPROVED AS TO FORM:

By: _____

Legal Counsel

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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: Marina District Pedestrian Enhancement and Utility Undergrounding Project - Authorization and PSE Schedule 74 Agreement Approval for Construction

ATTACHMENTS:

1. Schedule 74 Underground Conversion – Project Construction Agreement with PSE with Exhibits and Billing Detail
2. 2019 Downtown Alley Improvement Project Worksheet

FOR AGENDA OF: March 28, 2019

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: March 19, 2019

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: DSB

- ☒ Legal [Signature]
- ☒ Finance [Signature]
- ☐ Courts N/A
- ☐ Police N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: DSB for M.M.

Purpose and Recommendation

The purpose of this agenda item is to seek City Council approval of Phase 1 of the Marina District Pedestrian Enhancement project by undergrounding all aerial facilities on the alleyway between 7th Avenue South and Marine View Drive between the cross streets of South 223rd St and South 227th St. and authorizing the City Manager to enter into an agreement with Puget Sound Energy (PSE) for the joint utility construction of the aerial utilities within the right-of-way. Staff recommends approval of the following suggested motion:

Suggested Motion

Motion: “I move to direct Administration to authorize Puget Sound Energy to proceed with construction of undergrounding the distribution system and joint utility trench for the aerial utilities, in accordance with the Schedule 74 Underground Conversion Project Construction Agreement (Attachment 1) and sign such agreement substantially in the form as submitted.”

Background

In the Marina District, a 20 foot wide right-of-way runs from South 227th Street to South 219th Street between 7th Ave South and Marine View Drive. This multi-block alleyway has portions that are paved and portions that are unpaved with gravel surfacing. The City has long envisioned a more pedestrian friendly environment with a focus on activating the alley and providing pedestrian connectivity from the Marina to the businesses and services on 7th Ave South and Marine View Drive South. The east west connections from Marine View Drive to the Marina are limited to South 227th and South 223rd Streets. Due to the high traffic volumes on Marine View Drive, the parallel alleyway has been viewed as an ideal pedestrian corridor with potential economic benefits to area businesses. The alley improvements are also a key component of future Marina re-development through enhancement of pedestrian circulation.

In addition to portions of the multi-block alleyway that are unpaved (between South 227th and South 223rd) there are seven (7) PSE owned utility poles. These utility poles present obstacles within the alleyway from a pedestrian perspective as the right-of-way is shared for all transportation modes as well as delivery and service vehicles.

Discussion

In July of 2016 the City Council approved the 2017 – 2022 Capital Improvement Plan which acknowledged the downtown alley pedestrian improvement need and created a capital project with the intent for design to occur in 2017 and construction in 2018. However, due to record levels of development activity in 2017, this project was not started. In July of 2017, the City Council approved the 2018 – 2023 Capital Improvement Plan, again providing for funding of a “Downtown Alley Improvement” with design pushed to 2019 and construction occurring in 2020 in order to better reflect staffing resource capacity and priorities in the near term.

With the increased economic development planning efforts in the Marina becoming a more focused priority, the City was able to secure a grant from the Port of Seattle to fund an initial Marina floor re-development study in the fall of 2017. This study identified pedestrian circulation, including the alley, as a vital element of the Marina re-development. Along with the increased development activity in the downtown, including the Adrianna Senior Housing development, the Des Moines Theater redevelopment, the Seascape Development, and other projects near the core of this alleyway, staff began to look at advancing the Downtown Alley Project to begin design in late 2017/early 2018 to better coincide with the soon to be realized pedestrian activity associated with the development pipeline. A meeting was held with PSE to discuss options for project delivery in August 2017 at which the idea of PSE taking the design and construction lead for the joint utility trench and siting of pad mounted transformers was discussed. Since the current City staff resources are at capacity, utilizing PSE as the design and construction lead allowed for project advancement in 2018 versus 2019/2020. The City Manager proposed budget and subsequent adopted City Council budget for 2018 acknowledged this potential project advancement strategy and allocated funding for design and construction in 2018 utilizing the Adrianna sidewalk sale proceeds, and One-Time Sales Tax to fund the improvements.

In early 2018 the City Council approved a design agreement with PSE that involves the full alleyway from South 227th to South 223rd. The design has now been completed. Originally it was assumed that the undergrounding construction would take place in two phases, however, due to the economy of scale by constructing the undergrounding in a single project. The current budgeted allocation in the CIP is enough to fund the entire undergrounding in one project from South 227th Street to South 223rd St. Under the Schedule 74 Agreement (Attachment 1), PSE will construct the undergrounding of the existing aerial electrical lines and provide the space for the other aerial utilities (Comcast and CenturyLink) to reside in the joint trench. PSE will need the other aerial utilities to meet PSE's

installation schedule. It is important to note that the City will be contractually responsible for certain elements of the construction activity, some of which include:

- Responsibility for coordinating all work to be performed in connection with the alleyway improvement.
- **Provide notification to all persons and entities with the Conversion Area that service lines to such customers must be converted from overhead to underground service within the applicable statutory period following written notice from the City that service from underground facilities are available in accordance with RCW 35.96.050.**

Property owners within the underground project limits are required and responsible 1) to hire their own contractors to convert their overhead utilities service to the new underground service, and 2) for all costs associated with connecting to the new underground system.

It is worthwhile noting that RCW 35.96.050 (2) requires all electric and communication service lines from the existing overhead facilities within the area to any structure or improvement must be disconnected and removed within **ninety** days after the date of the mailing of the notice, and (3) should such owner fail to convert such service lines from overhead to underground within **ninety** days after the date of the mailing of the notice, the electric and communication utilities will be disconnected and removed, without service.

At the February 2018 Council meeting there was some discussion about the costs associated with the underground connections that will be borne by the property owners. In response, staff has determined that the new private underground power connections can be connected to the existing overhead power line weather heads so that the electrical meters will essentially remain untouched. This will reduce potential costs related to service meter upgrades. Additionally, City staff will to the extent possible encourage the property owners to use a single contractor of their choice as another potential cost savings measure.

Alternatives

The Council could elect not to sign the agreement and not proceed with the undergrounding project, however there would likely be some costs due PSE for the design work to date.

Financial Impact

Anticipated project expenditures are accounted for in the 2019 Downtown Alley Improvement project worksheet (Attachment 2).

Recommendation

Staff recommends Council adoption of the suggested motions.

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SCHEDULE 74 UNDERGROUND CONVERSION**Project Construction Agreement**

Project Name: Des Moines Alley – Sch74 Conversion

Project Number: 101108874

THIS Agreement, dated as of this _____ day of _____, 2019__, is made by and between The City of Des Moines, a Municipal Corporation (the "Government Entity"), and PUGET SOUND ENERGY, Inc., a Washington Corporation (the "Company").

RECITALS

A. The Company is a public service company engaged in the sale and distribution of electric energy, and pursuant to its franchise or other rights from the Government Entity, currently locates its electric distribution facilities within the jurisdictional boundaries of the Government Entity.

B. The Government Entity has determined that it is necessary to replace the existing overhead electric distribution system within the area specified in the Project Plan (as defined below) (the "Conversion Area") with a comparable underground electric distribution system, all as more specifically described in the Project Plan (the "Conversion Project").

C. The Government Entity and the Company have previously entered into a Project Design Agreement dated as of November 11th, 2017 (the "Design Agreement"), pursuant to which the parties completed certain engineering design, cost assessment, operating rights planning and other preliminary work relating to the Conversion Project and, in connection with that effort, developed the Project Plan.

D. The Government Entity and the Company wish to execute this written contract in accordance with Schedule 74 of the Company's Electric Tariff G ("Schedule 74") to govern the completion of the Conversion Project, which both parties intend shall qualify as an underground conversion under the terms of Schedule 74.

AGREEMENT

The Government Entity and the Company therefore agree as follows:

1. Definitions.

(a) Unless specifically defined otherwise herein, all terms defined in Schedule 74 shall have the same meanings when used in this Agreement, including, without limitation, the following:

- i) Cost of Conversion;
- ii) Public Thoroughfare;
- iii) Temporary Service;
- iv) Trenching and Restoration;
- v) Underground Distribution System; and
- vi) Underground Service Lines.

(b) "Company-Initiated Upgrade" shall mean any feature of the Underground Distribution System which is required by the Company and is not reasonably required to make the Underground Distribution System comparable to the overhead distribution system being replaced. For purposes of the foregoing, a "comparable" system shall include, unless the Parties otherwise agree, the number of empty ducts (not to exceed two (2), typically having a diameter of 6" or less)

of such diameter and number as may be specified and agreed upon in the Project Plan necessary to replicate the load-carrying capacity (system amperage class) of the overhead system being replaced.

- (c) "Estimated Reimbursable Private Conversion Costs" shall mean the Company's good faith estimate of the Reimbursable Private Conversion Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.
- (d) "Estimated Reimbursable Temporary Service Costs" shall mean the Company's good faith estimate of the Reimbursable Temporary Service Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.
- (e) "Estimated Reimbursable Upgrade Costs" shall mean the Company's good faith estimate of the Reimbursable Upgrade Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.
- (f) "Estimated Shared Company Costs" shall mean the Company's good faith estimate of the Shared Company Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.
- (g) "Estimated Shared Government Costs" shall mean the Government Entity's good faith estimate of the Shared Government Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.
- (h) "Government-Requested Upgrade" shall mean any feature of the Underground Distribution System which is requested by the Government Entity and is not reasonably required to make the Underground Distribution System comparable to the overhead distribution system being replaced. For purposes of the foregoing, any empty ducts installed at the request of the Government Entity shall be a Government-Requested Upgrade.
- (i) "Party" shall mean either the Company, the Government Entity, or both.
- (j) "Private Property Conversion" shall mean that portion, if any, of the Conversion Project for which the existing overhead electric distribution system is located, as of the date determined in accordance with Schedule 74, (i) outside of the Public Thoroughfare, or (ii) pursuant to rights not derived from a franchise previously granted by the Government Entity or pursuant to rights not otherwise previously granted by the Government Entity.
- (k) "Project Plan" shall mean the project plan developed by the Parties under the Design Agreement and attached hereto as Exhibit A, as the same may be changed and amended from time to time in accordance with Section 6, below. The Project Plan includes, among other things, (i) a detailed description of the Work that is required to be performed by each Party and any third party, (ii) the applicable requirements and specifications for the Work, (iii) a description of the Operating Rights that are required to be obtained by each Party for the Conversion Project (and the requirements and specifications with respect thereto), (iv) an itemization and summary of the Estimated Shared Company Costs, Estimated Shared Government Costs, Estimated Reimbursable Private Conversion Costs (if any), Estimated Reimbursable Temporary Service Costs (if any) and Estimated Reimbursable Upgrade Costs (if any), and (v) the Work Schedule.
- (l) "Operating Rights" shall mean sufficient space and legal rights for the construction, operation, repair, and maintenance of the Underground Distribution System.
- (m) "Reimbursable Private Conversion Costs" shall mean (i) all Costs of Conversion, if any, incurred by the Company which are attributable to a Private Property Conversion, less (ii) the distribution pole replacement costs (if any) that would be avoided by the Company on account of such Private Property Conversion, as determined consistent with the applicable Company distribution facilities

replacement program, plus (iii) just compensation as provided by law for the Company's interests in real property on which such existing overhead distribution system was located prior to conversion; provided that the portion of the Reimbursable Private Conversion Costs attributable to the Costs of Conversion under subparagraph (i) of this paragraph shall not exceed the Estimated Reimbursable Private Conversion Costs without the prior written authorization of the Government Entity.

- (n) "Reimbursable Temporary Service Costs" shall mean all costs incurred by the Company which are attributable to (i) any facilities installed as part of the Conversion Project to provide Temporary Service, as provided for in Schedule 74, and (ii) the removal of any facilities installed to provide Temporary Service (less salvage value of removed equipment); provided that the Reimbursable Temporary Service Costs shall not exceed the Estimated Reimbursable Temporary Service Costs without the prior written authorization of the Government Entity.
- (o) "Reimbursable Upgrade Costs" shall mean all Costs of Conversion incurred by the Company which are attributable to any Government-Requested Upgrade; provided that the Reimbursable Upgrade Costs shall not exceed the Estimated Reimbursable Upgrade Costs without the prior written authorization of the Government Entity.
- (p) "Shared Company Costs" shall mean all Costs of Conversion (other than Reimbursable Upgrade Costs, Reimbursable Private Conversion Costs and Reimbursable Temporary Service Costs) incurred by the Company in connection with the Conversion Project; provided, however, that the Shared Company Costs shall not exceed the Estimated Shared Company Costs without the prior written authorization of the Government Entity. For the avoidance of doubt, the "Shared Company Costs" shall, as and to the extent specified in the Design Agreement, include the actual, reasonable costs to the Company for the "Design Work" performed by the Company under the Design Agreement.
- (q) "Shared Government Costs" shall mean all Costs of Conversion incurred by the Government Entity in connection with (i) any duct and vault installation Work which the Parties have specified in the Project Plan is to be performed by the Government Entity as part of the Government Work, and (ii) the acquisition of any Operating Rights which the Parties have, by mutual agreement, specified in the Project Plan are to be obtained by the Government Entity for the Conversion Project, but only to the extent attributable to that portion of such Operating Rights which is necessary to accommodate the facilities of the Company; provided, however, that the Shared Government Costs shall not exceed the Estimated Shared Government Costs without the prior written authorization of the Company.
- (r) "Total Shared Costs" shall mean the sum of the Shared Company Costs and the Shared Government Costs. For the avoidance of doubt, the Total Shared Costs shall not include, without limitation, (i) costs to the Government Entity for Trenching and Restoration, or (ii) costs associated with any joint use of trenches by other utilities as permitted under Section 3(b).
- (s) "Work" shall mean all work to be performed in connection with the Conversion Project, as more specifically described in the Project Plan, including, without limitation, the Company Work (as defined in Section 2(a), below) and the Government Work (as defined in Section 3(a), below).
- (t) "Work Schedule" shall mean the schedule specified in the Project Plan which sets forth the milestones for completing the Work, as the same may be changed and amended from time to time in accordance with Section 6, below.

2. Obligations of the Company.

- (a) Subject to the terms and conditions of this Agreement, the Company shall do the following as specified in, and in accordance with the design and construction specifications and other requirements set forth in, the Project Plan (the "Company Work"):

- i) furnish and install an Underground Distribution System within the Conversion Area (excluding any duct and vault installation or other Work which the Parties have specified in the Project Plan is to be performed by the Government Entity);
 - ii) provide a Company inspector on-site at the times specified in the Work Schedule to inspect the performance of any duct and vault installation Work which the Parties have specified in the Project Plan is to be performed by the Government Entity; and
 - iii) upon connection of those persons or entities to be served by the Underground Distribution System and removal of facilities of any other utilities that are connected to the poles of the overhead system, remove the existing overhead system (including associated wires and Company-owned poles) of 15,000 volts or less within the Conversion Area except for Temporary Services.
- (b) Upon request of the Government Entity, the Company shall provide periodic reports of the progress of the Company Work identifying (i) the Company Work completed to date, (ii) the Company Work yet to be completed, and (iii) an estimate regarding whether the Conversion Project is on target with respect to the Estimated Shared Company Costs, the Estimated Reimbursable Private Conversion Costs (if any), the Estimated Reimbursable Temporary Service Costs (if any), the Estimated Reimbursable Upgrade Costs (if any) and the Work Schedule.
- (c) Except as otherwise provided in the Company's Electric Tariff G, the Company shall own, operate and maintain all electrical facilities installed pursuant to this Agreement including, but not limited to, the Underground Distribution System and Underground Service Lines.
- (d) Subject to the terms and conditions of this Agreement, the Company shall perform all Company Work in accordance with the Project Plan, the Work Schedule and this Agreement.

3. Obligations of the Government Entity.

- (a) Subject to the terms and conditions of this Agreement, the Government Entity shall do the following as specified in, and in accordance with the design and construction specifications and other requirements set forth in, the Project Plan (the "Government Work"):
- i) provide the Trenching and Restoration;
 - ii) perform the surveying for alignment and grades for ducts and vaults; and
 - iii) perform any duct and vault installation and other Work which the Parties have specified in the Project Plan is to be performed by the Government Entity.
- (b) Other utilities may be permitted by the Government Entity to use the trenches provided by the Government Entity for the installation of their facilities so long as such facilities or the installation thereof do not interfere (as determined pursuant to the Company's electrical standards) with the Underground Distribution System or the installation or maintenance thereof. Any such use of the trenches by other utilities shall be done subject to and in accordance with the joint trench design specifications and installation drawings set forth or otherwise identified in the Project Plan, and the Government Entity shall be responsible for the coordination of the design and installation of the facilities of the other utilities to ensure compliance with such specifications and drawings.
- (c) Upon request of the Company, the Government Entity shall provide periodic reports of the progress of the Government Work identifying (i) the Government Work completed to date, (ii) the Government Work yet to be completed, and (iii) an estimate regarding whether the Conversion Project is on target with respect to the Estimated Shared Government Costs and the Work Schedule.
- (d) The Government Entity shall be responsible for coordinating all work to be performed in connection with the street improvement program within the Conversion Area.

- (e) Subject to the terms and conditions of this Agreement, the Government Entity shall perform all Government Work in accordance with the Project Plan, the Work Schedule and this Agreement.

4. Work Schedule.

- (a) The Government Entity and the Company have agreed upon the Work Schedule as set forth in the Project Plan. Changes to the Work Schedule shall be made only in accordance with Section 6, below.
- (b) Promptly following the execution of this Agreement, and upon completion by the Government Entity of any necessary preliminary work, the Government Entity shall hold a pre-construction meeting involving all participants in the Conversion Project to review project design, coordination requirements, work sequencing and related pre-mobilization requirements. Following the pre-construction meeting, the Government Entity shall give the Company written notice to proceed with the Work at least ten (10) business days prior to the commencement date specified in the Work Schedule.
- (c) Subject to the terms and conditions of this Agreement, each Party shall perform the Work assigned to it under this Agreement in accordance with the Work Schedule. So long as the Company performs the Company Work in accordance with the Work Schedule, the Company shall not be liable to the Government Entity (or its agents, servants, employees, contractors, subcontractors, or representatives) for any claims, actions, damages, or liability asserted or arising out of delays in the Work Schedule.

5. Location of Facilities.

All facilities of the Company installed within the Conversion Area pursuant to this Agreement shall be located, and all related Operating Rights shall be obtained, in the manner set forth in the applicable provisions of Schedule 74, as specified by the Parties in the Project Plan.

6. Changes.

- (a) Either Party may, at any time, by written notice thereof to the other Party, request changes in the Work within the general scope of this Agreement (a "Request for Change"), including, but not limited to: (i) changes in, substitutions for, additions to or deletions of any Work; (ii) changes in the specifications, drawings and other requirements in the Project Plan, (iii) changes in the Work Schedule, and (iv) changes in the location, alignment, dimensions or design of items included in the Work. No Request for Change shall be effective and binding upon the Parties unless signed by an authorized representative of each Party.
- (b) If any change included in an approved Request for Change would cause a change in the cost of, or the time required for, the performance of any part of the Work, an equitable adjustment shall be made in the Estimated Shared Company Costs, the Estimated Shared Government Costs, the Estimated Reimbursable Private Conversion Costs (if any), the Estimated Reimbursable Temporary Service Costs (if any), the Estimated Reimbursable Upgrade Costs (if any) and/or the Work Schedule to reflect such change. The Parties shall negotiate in good faith with the objective of agreeing in writing on a mutually acceptable equitable adjustment. If the Parties are unable to agree upon the terms of the equitable adjustment, either Party may submit the matter for resolution pursuant to the dispute resolution provisions in Section 10, below.
- (c) The Work Schedule, the Estimated Shared Company Costs, the Estimated Shared Government Costs, the Estimated Reimbursable Private Conversion Costs, the Estimated Reimbursable Temporary Service Costs and/or the Estimated Reimbursable Upgrade Costs shall be further equitably adjusted from time to time to reflect any change in the costs or time required to perform the Work to the extent such change is caused by: (i) any Force Majeure Event under Section 11, below, (ii) the discovery of any condition within the Conversion Area which affects the scope, cost,

schedule or other aspect of the Work and was not known by or disclosed to the affected Party prior to the date of this Agreement, or (iii) any change or inaccuracy in any assumptions regarding the scope, cost, schedule or other aspect of the Work which are expressly identified by the Parties in the Project Plan. Upon the request of either Party, the Parties will negotiate in good faith with the objective of agreeing in writing on a mutually acceptable equitable adjustment. If, at any time thereafter, the Parties are unable to agree upon the terms of the equitable adjustment, either Party may submit the matter for resolution pursuant to the dispute resolution provisions in Section 10, below.

- (d) Notwithstanding any dispute or delay in reaching agreement or arriving at a mutually acceptable equitable adjustment, each Party shall, if requested by the other Party, proceed with the Work in accordance with any approved Request for Change. Any request to proceed hereunder must be accompanied by a written statement setting forth the requesting Party's reasons for rejecting the proposed equitable adjustment of the other Party.

7. Compensation and Payment.

- (a) Subject to and in accordance with the terms and conditions of this Agreement (including, without limitation, the payment procedures set forth in this Section 7), payment in connection with the Conversion Project and this Agreement shall be as follows:
 - i) The Total Shared Costs shall be allocated to the Parties in the following percentages: (A) sixty percent (60%) to the Company, and (B) forty percent (40%) to the Government Entity.
 - ii) The Government Entity shall pay one hundred percent (100%) of all Reimbursable Private Conversion Costs, if any.
 - iii) The Government Entity shall pay one hundred percent (100%) of all Reimbursable Upgrade Costs, if any.
 - iv) The Government Entity shall pay one hundred percent (100%) of all Reimbursable Temporary Service Costs, if any.
 - v) The Government Entity shall pay one hundred percent (100%) of the costs it incurs to perform that portion of the Government Work specified in Section 3(a)(i) and (ii) (i.e., Trenching and Restoration and surveying).
 - vi) The Company shall pay one hundred percent (100%) of the costs it incurs to design, provide and construct any Company-Initiated Upgrade.
 - vii) The Company shall pay one hundred percent (100%) of the costs it incurs to obtain Operating Rights outside the Public Thoroughfare.
- (b) Based on the allocation of responsibilities set forth in Section 7(a), above, the Parties shall determine the net amount payable by the Government Entity or the Company, as applicable, to the other Party under this Agreement (the "Net Amount"). The Net Amount shall be determined by using the amount of the Total Shared Costs allocated to the Government Entity under Section 7(a)(i), and adjusting such amount as follows:
 - i) Subtracting (as a credit to the Government Entity) the amount of the Shared Government Costs.
 - ii) Adding (as a credit to the Company) the amount of all Reimbursable Private Conversion Costs, Reimbursable Upgrade Costs and Reimbursable Temporary Service Costs.
 - iii) Subtracting (as a credit to the Government Entity) any payments previously made to the Company by the Government Entity under the Design Agreement which, under the terms of the Design Agreement, are to be credited to the Government Entity under this Agreement.

The Net Amount, as so calculated, (A) will be an amount payable to the Company if it is a positive number, and (B) shall be an amount payable to the Government Entity if it is a negative number.

- (c) Within sixty (60) business days of completion of the Conversion Project, the Government Entity shall provide the Company with an itemization of the Shared Government Costs (the "Government Itemization"), together with such documentation and information as the Company may reasonably request to verify the Government Itemization. The Government Itemization shall, at a minimum, break down the Shared Government Costs by the following categories, as applicable: (i) property and related costs incurred and/or paid by the Government Entity, including any costs of obtaining Operating Rights, and (ii) construction costs incurred and/or paid by the Government Entity, including and listing separately inspection, labor, materials and equipment, overhead and all costs charged by any agent, contractor or subcontractor of the Government Entity.
- (d) Within thirty (30) business days after the Company's receipt of the Government Itemization and requested documentation and information, the Company shall provide the Government Entity a written statement (the "Company Statement") showing (i) an itemization of the Shared Company Costs, (ii) the Parties' relative share of the Total Shared Costs based on the Company's itemization of the Shared Company Costs and the Government Entity's itemization of the Shared Government Costs set forth in the Government Itemization, (iii) any Reimbursable Private Conversion Costs, (iv) any Reimbursable Upgrade Costs, (v) any Reimbursable Temporary Service Costs, (vi) any credits to the Government Entity for payments previously made to the Company by the Government Entity under the Design Agreement which, under the terms of the Design Agreement, are to be credited to the Government Entity under this Agreement, and (vii) the Net Amount, as determined in accordance with Section 7(b), above, together with such documentation and information as the Government Entity may reasonably request to verify the Company Statement. The itemization of the Shared Company Costs included in the Company Statement shall, at a minimum, break down the Shared Company Costs by the following categories, as applicable: (i) design and engineering costs, and (ii) construction costs, including and listing separately inspection, labor, materials and equipment, overhead and all costs charged by any agent, contractor or subcontractor of the Company.
- (e) Within thirty (30) business days after the Government Entity's receipt of the Company Statement and requested documentation and information, the Net Amount shall be paid by the owing Party to the other Party, as specified in the Company Statement.

8. Indemnification.

- (a) The Government Entity releases and shall defend, indemnify and hold the Company harmless from all claims, losses, harm, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) caused by or arising out of any negligent act or omission or willful misconduct of the Government Entity in its performance under this Agreement. During the performance of such activities the Government Entity's employees or contractors shall at all times remain employees or contractors, respectively, of the Government Entity.
- (b) The Company releases and shall defend, indemnify and hold the Government Entity harmless from all claims, losses, harm, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) caused by or arising out of any negligent act or omission or willful misconduct of the Company in its performance under this Agreement. During the performance of such activities the Company's employees or contractors shall at all times remain employees or contractors, respectively, of the Company.
- (c) Solely for purposes of enforcing the indemnification obligations of a Party under this Section 8, each Party expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, and agrees that the obligation to indemnify, defend and hold harmless provided for in this Section 8 extends to any such claim brought against the indemnified Party by or on behalf of any employee of the indemnifying Party. The foregoing waiver shall not in any way preclude the indemnifying Party from raising such immunity as a defense against any claim brought against the indemnifying Party by any of its employees.

9. Conversion of Service to Customers within Conversion Area.

- (a) Upon commencement of the Work, the Government Entity shall notify all persons and entities within the Conversion Area that service lines to such customers must be converted from overhead to underground service within the applicable statutory period following written notice from the Government Entity that service from underground facilities are available in accordance with RCW 35.96.050. Upon the request of any customer, other than a single family residential customer, within the Conversion Area, the Company shall remove the overhead system and connect such persons' and entities' Underground Service Lines to the Underground Distribution System.
- (b) The Parties acknowledge that single family residences within the Conversion Area must (i) provide a service trench and conduit, in accordance with the Company's specifications, from the underground meter base to the point of service provided during the conversion, and (ii) pay for the secondary service conductors as defined in Schedule 85 of the Company's Electric Tariff G. The Government Entity shall exercise its authority to order disconnection and removal of overhead facilities with respect to owners failing to convert service lines from overhead to underground within the timelines provided in RCW 35.96.050.

10. Dispute Resolution.

- (a) Any dispute, disagreement or claim arising out of or concerning this Agreement must first be presented to and considered by the Parties. A Party who wishes dispute resolution shall notify the other Party in writing as to the nature of the dispute. Each Party shall appoint a representative who shall be responsible for representing the Party's interests. The representatives shall exercise good faith efforts to resolve the dispute. Any dispute that is not resolved within ten (10) business days of the date the disagreement was first raised by written notice shall be referred by the Parties' representatives in writing to the senior management of the Parties for resolution. In the event the senior management are unable to resolve the dispute within twenty (20) business days (or such other period as the Parties may agree upon), each Party may pursue resolution of the dispute through other legal means consistent with the terms of this Agreement. All negotiations pursuant to these procedures for the resolution of disputes shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the state and federal rules of evidence.
- (b) Any claim or dispute arising hereunder which relates to any Request for Change or any equitable adjustment under Section 6, above, or the compensation payable by or to either Party under Section 7, above, and which is not resolved by senior management within the time permitted under Section 10(a), above, shall be resolved by arbitration in Seattle, Washington, under the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The decision(s) of the arbitrator(s) shall be final, conclusive and binding upon the Parties. All other disputes shall be resolved by litigation in any court or governmental agency, as applicable, having jurisdiction over the Parties and the dispute.
- (c) In connection with any arbitration under this Section 10, costs of the arbitrator(s), hearing rooms and other common costs shall be divided equally among the Parties. Each Party shall bear the cost and expense of preparing and presenting its own case (including, but not limited to, its own attorneys' fees); provided, that, in any arbitration, the arbitrator(s) may require, as part of his or her decision, reimbursement of all or a portion of the prevailing Party's costs and expenses (including, but not limited to, reasonable attorneys' fees) by the other Party.
- (d) Unless otherwise agreed by the Parties in writing, the Parties shall continue to perform their respective obligations under this Agreement during the pendency of any dispute.

11. Uncontrollable Forces.

In the event that either Party is prevented or delayed in the performance of any of its obligations under this Agreement by reason beyond its reasonable control (a "Force Majeure Event"), then that Party's performance shall be excused during the Force Majeure Event. Force Majeure Events shall include, without limitation, war; civil disturbance; flood, earthquake or other Act of God; storm, earthquake or other condition which necessitates the mobilization of the personnel of a Party or its contractors to restore utility service to customers; laws, regulations, rules or orders of any governmental agency; sabotage; strikes or similar labor disputes involving personnel of a Party, its contractors or a third party; or any failure or delay in the performance by the other Party, or a third party who is not an employee, agent or contractor of the Party claiming a Force Majeure Event, in connection with the Work or this Agreement. Upon removal or termination of the Force Majeure Event, the Party claiming a Force Majeure Event shall promptly perform the affected obligations in an orderly and expedited manner under this Agreement or procure a substitute for such obligation. The Parties shall use all commercially reasonable efforts to eliminate or minimize any delay caused by a Force Majeure Event.

12. Insurance.

- (a) PSE shall, and shall require each of its contractors to, secure and maintain in force throughout the duration of the Conversion Project (or, if sooner, until termination of this Agreement) comprehensive general liability insurances, with a minimum coverage of \$ _1,000,000_ per occurrence and \$ _1,000,000_ aggregate for personal injury; and \$ _1,000,000_ per occurrence/ aggregate for property damages, and professional liability insurance in the amount of \$ _1,000,000_.
- (b) The Government Entity shall ensure that each of its contractors performing any Government Work secures and maintains in force throughout the duration of the Conversion Project (or, if sooner, until termination of this Agreement) insurance policies having the same coverage, amounts and limits as specified Section 12(a), above.
- (c) In lieu of the insurance requirements set forth in Section 12(a), above, the Company may self-insure against such risks in such amounts as are consistent with good utility practice. Upon the Government Entity's request, the Company shall provide the Government Entity with reasonable written evidence that the Company is maintaining such self-insurance.

13. Other.

- (a) Agreement Subject To Tariff. This Agreement is subject to the General Rules and Provisions set forth in Tariff Schedule 80 of the Company's electrical Tariff G and to Schedule 74 of such Tariff as approved by the Washington Utilities and Transportation Commission and in effect as of the date of this Agreement.
- (b) Termination. The Government Entity reserves the right to terminate the Conversion Project and this Agreement upon written notice to the Company. In the event that the Government Entity terminates the Conversion Project and this Agreement, the Government Entity shall reimburse the Company for all costs reasonably incurred by the Company in connection with the Work performed prior to the effective date of termination. In such event, the costs reimbursable to the Company (i) shall not be reduced by any Shared Government Costs or other costs incurred by the Government Entity, and (ii) shall be paid within thirty (30) days after the receipt of the Company's invoice therefor. Sections 1, 5, 7, 8, 9, 10, 11 and 13 shall survive any termination of the Conversion Project and/or this Agreement.
- (c) Facilities Greater Than 15,000 Volts. Nothing in this Agreement shall in any way affect the rights or obligations of the Company under any previous agreements pertaining to the existing or future facilities of greater than 15,000 Volts within the Conversion Area.

- (d) Compliance With Law. The Parties shall, in performing the Work under this Agreement, comply with all applicable federal, state, and local laws, ordinances, and regulations.
- (e) No Discrimination. The Company, with regard to the Work performed by the Company under this Agreement, shall comply with all applicable laws relating to discrimination on the basis race, color, national origin, religion, creed, age, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.
- (f) Independent Contractor. The Company and the Government Entity agree that the Company is an independent contractor with respect to the Work and this Agreement. The Company is acting to preserve and protect its facilities and is not acting for the Government Entity in performing the Work. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the Parties. Neither the Company nor any employee of the Company shall be entitled to any benefits accorded employees of the Government Entity by virtue of the Work or this Agreement. The Government Entity shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Company, or any employee of the Company.
- (g) Nonwaiver of Rights or Remedies. No failure or delay of either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement or to exercise any other right under this Agreement, and no course of dealing or performance with respect thereto, shall, except to the extent provided in this Agreement, be construed as a waiver or, or choice of, or relinquishment of any right under any provision of this Agreement or any right at law or equity not otherwise provided for herein. The express waiver by either Party of any right or remedy under this Agreement or at law or equity in a particular instance or circumstance shall not constitute a waiver thereof in any other instance or circumstance.
- (h) No Third Party Beneficiaries. There are no third-party beneficiaries of this Agreement. Nothing contained in this Agreement is intended to confer any right or interest on anyone other than the Parties, their respective successors, assigns and legal representatives.
- (i) Governmental Authority. This Agreement is subject to the rules, regulations, orders and other requirements, now or hereafter in effect, of all governmental regulatory authorities and courts having jurisdiction over this Agreement, the Parties or either of them. All laws, ordinances, rules, regulations, orders and other requirements, now or hereafter in effect, of governmental regulatory authorities and courts that are required to be incorporated into agreements of this character are by this reference incorporated in this Agreement.
- (j) No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties or to impose any partnership obligations or liability upon either Party. Further, neither Party shall have any right, power or authority to enter into any agreement or undertaking for or on behalf of, to act as or be an agent or representative of, or to otherwise bind the other Party.
- (k) Severability. In the event that any provision of this Agreement or the application of any such provision shall be held invalid as to either Party or any circumstance by any court having jurisdiction, such provision shall remain in force and effect to the maximum extent provided by law, and all other provisions of this Agreement and their application shall not be affected thereby but shall remain in force and effect unless a court or arbitrator holds they are not severable from the invalid provisions.

- (l) Notice. Any notice under this Agreement shall be in writing and shall be faxed (with a copy followed by mail or hand delivery), delivered in person, or mailed, properly addressed and stamped with the required postage, to the intended recipient as follows:

If to the Government Entity:

City of Des Moines
21650 11th Ave South
Des Moines, WA 98198
 Attn: Brandon Carver
 Phone: 206-870-6543

If to the Company:

Puget Sound Energy, Inc.
6905 South 228th St
Kent, WA 98032
 Attn: Hong Nguyen
 Phone: 425-449-6609

Any Party may change its address specified in this Section 13(l) by giving the other Party notice of such change in accordance with this Section 13(l).

- (m) Applicable Law. This Agreement shall in all respects be interpreted, construed and enforced in accordance with the laws of the State of Washington (without reference to rules governing conflict of laws), except to the extent such laws may be preempted by the laws of the United States of America.
- (n) Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and all other agreements and understandings of the Parties, whether written or oral, with respect to the subject matter of this Agreement are hereby superseded in their entireties; provided, however, that except as expressly set forth in this Agreement, nothing herein is intended to or shall alter, amend or supersede the Design Agreement and the same shall remain in full force and effect in accordance with its terms.
- (o) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors, assigns, purchasers, and transferees of the Parties, including but not limited to, any entity to which the rights or obligations of a Party are assigned, delegated, or transferred in any corporate reorganization, change of organization, or purchase or transfer of assets by or to another corporation, partnership, association, or other business organization or division thereof.

Government Entity:

Company:

CITY OF DES MOINES

PUGET SOUND ENERGY, INC.

BY _____

BY _____

ITS _____

ITS _____

Date Signed _____

Date Signed _____

Approved as to form:



Exhibit "A" Project Plan Schedule 74 Underground Conversion

City of Des Moines — Des Moines Alley Schedule 74

PSE Project Number: 101108874

March 5, 2019

Pursuant to Puget Sound Energy ("PSE") Rate Schedule 74 and as described in this Project Plan, PSE will convert its existing overhead electrical distribution system of 15,000 volts or less to an equivalent Underground Distribution System. This Project Plan describes the scope of construction work (the "Construction Work") to be performed by PSE and the City of Kent (the "City") for the conversion of certain PSE electrical distribution system facilities as described herein (the "Conversion Project"). Construction of this Conversion Project is contingent upon and shall commence only after both written acceptance of this Project Plan and written execution of a Schedule 74 Construction Agreement by the City and PSE.

This Project Plan includes and consists of:

- Description of the Construction Work to be performed
- Construction Drawings, Standards, Specifications and Requirements for the Construction Work (attached)
- Operating Rights to be obtained for the Conversion Project (attached)
- Construction Work Schedule
- Construction Costs Estimate Summary (attached)

Revisions to this Project Plan must be mutually approved by the City and PSE.

Construction Work

This Conversion Project will replace PSE's existing overhead electrical distribution system with an Underground Distribution System within the following area (the "Conversion Area"): from S. 223rd St to S. 226th St through Alley. Road crossings will be part of this project.

The Conversion Project has no modifications or replacement of existing services lines within the Conversion Area. This project will include the removal of PSE's existing overhead electric distribution facilities (including PSE distribution poles and pole mounted street lights) from the Conversion Area.

There are no Company Initiated Upgrades in the Conversion Project Scope of Work. City requested upgrades included in this project consist of: Addition of Future Street light conduit above JUT duct Package.

Responsibilities of Parties

City Responsibilities

- a) At least ten (10) business days prior to the scheduled commencement of Construction Work, hold a pre-construction meeting involving all participants in the Conversion Project to review project design, coordination requirements, work sequencing and related premobilization requirements.
- b) At least ten (10) business days prior to the scheduled commencement of Construction Work, give PSE written notice to proceed with the Construction Work to allow for delivery of PSE materials to the job site and scheduling of PSE's on-site Inspector.
- c) Provide written notice to customers within the Conversion Area in advance of Conversion Project Construction Work start. The notice will include contact information for both the City and PSE, the expected Conversion Project schedule, anticipation of service interruptions and work required to be performed by customers.
- d) Coordinate other utility conversion, removal and relocation from PSE's poles.
- e) Provide all surveying for equipment placement, locations, and establish all grade elevations for the Underground Distribution System within the Conversion Area.
- f) Provide all necessary excavation, bedding, backfill, off-site disposal, site restoration and coordination for installation of the Underground Distribution System. This includes trenching, backfill, and restoration for cut-over and transfer of existing underground system and service lines from the existing overhead distribution system to the new Underground Distribution System.
- g) Provide flagging and traffic control as required for all work performed by the City.
- h) Install and proof all ducts and vaults for the Underground Distribution System (excluding work in ducts or vaults containing energized cables or equipment – see PSE Responsibilities) in accordance with PSE standards and specifications using ducts and vaults provided by PSE. "Proofing" as used herein is defined as verification using a mandrel that the duct and vault system is free and clear of damage, installed to the proper grade and at the proper location and contains a pulling line.
- i) Provide at least five (5) business days' notice for scheduled delivery of PSE vaults by PSE's vault supplier.
- j) Provide secure staging and storage area(s) for duct and vault materials provided by PSE. The City shall be responsible for the security and condition of these materials until they are installed and accepted by PSE or returned to PSE's custody.
- k) Provide labor and equipment for the off-loading of PSE duct and vault materials delivered to the job site.

- l) Facilitate weekly (or as otherwise agreed by the City and PSE) construction coordination meetings to include all relevant parties participating in the conversion including PSE and its contractor(s), the City and its contractor(s), and other utilities.
- m) Provide any necessary operating rights for the installation of PSE's facilities in accordance with PSE's Schedule 74 Section 3 and as mutually agreed by the PSE and the City. Operating rights are further addressed in the Operating Rights section of this Project Plan.
- n) Modify, reroute or replace service lines to City owned facilities to connect to the Underground Distribution System.
- o) Following notification from PSE that Construction Work is complete; provide to PSE any Shared Government Costs as provided for in the Construction Agreement.

Puget Sound Energy Responsibilities

- a) Following notice from the City, deliver or cause to be delivered all duct and vault materials to the designated staging/storage area(s). Acknowledge delivered quantities and condition of duct and vault materials by signing shipping manifests.
- b) Following notice from the City, provide inspection services needed for overseeing the proper installation of ducts and vaults by the City.
- c) Accept delivery of the completed duct and vault system once the new system has been proofed (as described above) by the City. PSE will provide a mandrel to the City to be used in proofing of the duct and vault system.
- d) Provide PSE electrical workers to complete duct installation and proofing when such work is performed at or in any energized vault containing energized cables or equipment.
- e) Install (except for ducts and vaults installed by the City) and energize the Underground Distribution System. Provide written notice to the City when the Underground Distribution System is energized.
- f) Perform cut-over and transfer of existing Underground Distribution System and existing underground service lines from the overhead distribution system to the new Underground Distribution System where applicable (see City Responsibility item "f" concerning trenching responsibility). PSE will notify the City for excavation and the affected customers at least two (2) business days prior to installation, transfer, and connection of underground service lines. Affected service lines are listed in the Service Lines section of this Project Plan.
- g) Install and connect replacement underground service lines to single family residences and connect modified and replacement non-residential underground service lines provided by customers within the Conversion Area pursuant to PSE Tariff Schedule 85. Affected service lines are listed in the Service Lines section of this Project Plan.
- h) Remove the existing overhead electric distribution system including, conductors, equipment, down guys, anchors and poles after all service lines to customers within the Conversion Area are connected to the Underground Distribution System and all other utilities have been removed from PSE's poles. Holes left following removal of poles will be filled with crushed rock and compacted in accordance with applicable City standards or specifications.

- i) Provide flagging and traffic control as required for all work performed by PSE (except as may otherwise be reasonably provided by the City during installation of ducts and vaults in conjunction with City performed trenching, excavation, back-fill and restoration).
- j) Attend weekly (or as otherwise agreed by the City and PSE) construction coordination meetings facilitated by the City and its contractor during periods of Conversion Project construction.

Operating Rights

The Underground Distribution System will be located within Public Thoroughfare and no additional operating rights will be required for the construction of this conversion project.

Construction Work Schedule

The Construction Work will be performed in accordance with the following Work Schedule, unless this schedule is revised by mutual agreement of the City and PSE or circumstances beyond the reasonable control of the City and/or PSE preclude such performance.

Installation of ducts and vaults: Will be 2019 construction and is anticipated to be 45 working days for duct and vault.

Installation and energization of the Underground Distribution System: Will be energized in 2019 and is anticipated to take approximately 14 working days for line crew.

Removal of overhead facilities: from Pole 315036-163077 to Pole 314959-163079 will be removed in 2019 and is anticipated to take approximately three days for removal of PSE's overhead system. Poles will be removed once all utilities have removed facilities off the poles.

Installation and removal of Temporary Service: No temp services requested at this time.

Work Schedule Restrictions: No work restriction anticipated at this time.

Construction Cost Estimate

The estimated costs to perform the Construction Work and the allocation of costs between the parties are presented in the attached Construction Costs Estimate Summary. These estimated costs are valid for ninety (90) days from the date shown on the attached Construction Costs Estimate Summary. If this Project Plan and a Schedule 74 Construction Agreement are not fully executed within ninety (90) days from this date, the estimated costs shall be subject to revision.

The scope of work provided for in the previously executed Design Agreement has been completed with written acceptance of this Project Plan by the City and PSE. The Construction Cost Estimate summary reflects and provides for Construction Work costs commencing with PSE attendance at the required pre-construction meeting and receipt of the City's written notice to proceed with Construction Work. Work performed and/or costs incurred by PSE in response

to City request following acceptance of the Project Plan and prior to the pre-construction meeting are not included in the Construction Cost Estimate Summary, and shall be subject to addition to the Construction Cost Estimate by revision as described below.

Estimated Inspection and Service Provider Outside Services costs are based on *being constructed in 2019. Any work in 2020 will be subject to change order at the 2020 contract construction rates.*

Costs/or Construction Work performed by PSE outside of the projected corresponding construction years shall be subject to revision to reflect PSE Service Provider contract rates which become effective in January of 2020.

Changes in Construction Work scope, performance and/or schedule can result in actual Construction Costs that differ from estimated costs shown in the Construction Cost Estimate Summary. In the event performance of the Construction Work cannot or does not proceed substantially as provided in this Project Plan, such changes shall promptly be brought to the attention of PSE and the City when anticipated or known and shall be documented in a revision to the Construction Cost Estimate Summary (a "Cost Estimate Revision") mutually agreed and executed by the City and PSE.

Project Assumptions

The project design, construction plans and cost estimates are based on and reflect the following assumptions. Construction conditions that are not consistent with these assumptions may result in a request for change or an equitable adjustment to project compensation under Section 6 of the Construction Agreement and addressed by a Cost Estimate Revision.

Cost Assumptions

1. The Construction Work will be performed in accordance with the Construction Drawings and Construction Work Schedule.
2. PSE's Project Manager will accept or reject (with written justification) the duct and vault installation work performed by the City within five (5) business days' notice of completion from the City. In the event PSE rejects any of the ducts or vaults (with reasonable written justification), the City will perform the necessary remedial work. The City will then re-notify PSE and PSE shall have five (5) business days to accept or reject the remedial work.
3. All PSE cables can be pulled through the ducts and vaults system, including existing ducts and vaults if applicable, to be used for the Conversion Project utilizing normal cable pulling equipment and methods.
4. A City Street Use permit is the only permit necessary for PSE to perform its work for this Conversion Project and will be issued within two (2) weeks of PSE submitting a complete permit application (including any supporting documentation reasonably required by the City). There will be no charge for the permit or inspection fees.

5. The estimated daily productivity rate for PSE duct and vault installation is based on the contractor opening a minimum of 50 feet of trench per working day. The daily productivity rate is used to estimate the number of days a PSE Inspector will be required during installation of ducts & vaults. The Inspector will be scheduled in full day increments and in one continuous effort. Changes to a continuous schedule require a minimum of five (5) days advance notice and must be mutually agreed between the City and PSE.
6. Attendance by PSE's Project Manager at scheduled weekly construction coordination meetings is included and reflected in the Construction Cost Estimate during periods when the PSE ducts and vaults are actively being installed and when the PSE line crew is performing installation, energization, cut-over and removal work. Attendance at additional meetings that may be requested/required during other periods will be addressed by a Cost Estimate Revision.
7. Traffic control provided by PSE assumes the use of two flaggers, basic signage and simple channelization. Additional traffic control measures are not included and if requested/required will be addressed by a Cost Estimate Revision.
8. Work to be performed by PSE does not include installation and/or removal of Temporary Service facilities at the request of others during construction.
9. Cut-over and transfer work will be completed during regular working hours as described in Schedule Assumption #3 below. Changes in the performance of this work will be addressed by a Cost Estimate Revision.
10. New guy anchors shall be installed prior to installation of new ducts in the same area.
11. When Fluidized Thermal Backfill (FTB) is used, associated cost will be allocated 100% to PSE when required for a Company Initiated Upgrade and otherwise 100% to the City.
12. Installation of protective bollards may be necessary at some locations and may not be included in the project design. In the event unplanned bollards are required, associated costs will be a Shared Cost and addressed by a Cost Estimate Revision.

Schedule

1. There will be a total of two (2) PSE crew mobilizations for each of Phase One and Phase Two as follows: i) one mobilization of an underground line crew for installation of underground conductors and equipment; and ii) one mobilization of an overhead line crew for removal of the existing overhead facilities. Once mobilized, PSE crews will have continuous productive work until all PSE Construction Work is complete.
2. All PSE Construction Work will be performed during regular working hours from 7:00 am to 3:30 pm Monday through Friday excluding holidays. In the event that lane closures are necessary for performance of work, PSE shall be limited to working between the hours of 7:00 am to 3:30 pm Monday through Friday. PSE and the City will mutually agree to weekly work schedules for the Construction Work. PSE shall be allowed to perform PSE work as scheduled without changes or interruptions caused by other construction activities.
3. PSE customers within the Conversion Area will experience interruption of electric service during performance of the Construction Work when cutting over and transferring system and customer loads from the overhead distribution system to the Underground Distribution

System. Cut-over and transfer work will be performed during the regular working hours specified in Schedule Assumption #2 above except as otherwise provided below. PSE will notify customers at least two (2) business days in advance of scheduled service interruptions.

Additional Considerations

Service Lines

Service lines within the Conversion Area must be modified or replaced to provide underground service from the Underground Distribution System as listed below. Performance of the work and associated costs shall be governed by PSE Tariff Schedule 85.

New Service

Connection of new or increased load for City facilities (such as new traffic signals) under terms of PSE Tariff Schedule 85 will be addressed on a separate work order and work sketch. Additional costs may apply and will be quoted separately.

PSE Design & Construction Standards

This Conversion Project has been designed and will be constructed in accordance with PSE design and construction standards in effect as of the date of this Project Plan. PSE standards applicable to Construction Work to be performed by the City have been provided to the City in PSE's "Electric Distribution Trench/Duct/Vault Construction Standards, 2013". All relevant PSE standard described above are attached to this Project Plan by this reference.

Temporary Support (Holding) of PSE Poles

Whenever any pole(s) are required to be temporarily supported (held) due to excavation in proximity to such poles, the City will coordinate with PSE to provide such support. The need to temporarily support such poles shall be determined by PSE, and if required, such support shall be provided by PSE. As used herein, "temporary support" means supporting one or more poles for a continuous working period of ten hours or less.

Acceptance of Project Plan

The City and PSE mutually agree to and accept this Project Plan as of the date indicated below:

For the City:

For PSE:

BY _____

BY _____

ITS _____

ITS _____

Date _____

Date _____



FACILITY CONVERSION/MODIFICATION BILLING DETAIL

Scope of Work

To: City of Des Moines
21650 11th Avenue South

Des Moines, WA 98198

The City of Des Moines requests PSE to convert OH/UG Sch74 from the corner of S. 223rd St to S. 226th St through Alley. The cost associated with the portions of this project are 100% reimbursable to PSE.

Attn: Brandon Carver

Project Description: Des Moines-223rd to 226th Alley Phase I & II, sch74 OH/UG conversion

Location: 223rd to 226th

PSE Project Manager: Hong Nguyen

Activity: PSE Order #:	PSE Design Cost 101108874		PSE Construction Cost Estimate 101108874		Customer Installed Duct and Vault 101108874		Change Orders 101108874
	Cust. Cost Share	40%	Cust. Cost Share	40%	PSE Cost Share	0%	
PSE Materials				\$ 111,468.42			Customer Obligation \$354,457.49 PSE Obligation \$0.00
PSE Construction Labor				\$ 116,611.12			
PSE Project Management		\$ 11,576.56		\$ 3,864.23			
PSE Inspection				\$ 40,926.00			
PSE Overheads		\$ 3,496.12		\$ 86,804.77			
Federal Income Tax		\$ 1,245.42		\$ 29,719.06			
Total Actual Costs:		\$ 16,318.10		\$ 389,393.60		0	
TOTAL PROJECT VALUE:							\$760,169.19
City of Des Moines Obligation Incl/CO's:							\$516,742.17
City of Des Moines Credit for D+V:							\$0.00
City of Des Moines Invoice/Credit Amount:							\$516,742.17

Date: 1/16/2019

Change Order Log

Work Order 101108874
Job Name Moines 223rd to 226th Alley Phase

PM Hong Nguyen

[illegible]

						\$0.00
						\$0.00
				\$0.00	\$354,457.49	\$354,457.49

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Project Title: Downtown Alley Improvement

Project # 319.337

Summary Project Description:

		TOTAL PROJECT SCOPE			ACTUAL EXPENDITURES			BUDGET	PROJECT BUDGET ALLOCATIONS BY YEAR PER ADOPTED 5 YEAR PLAN									
		7/26/18	CIP	Revised	Project to	Project	2019	2019	Estimated	2019	Planned	2020	Planned	Planned	Planned	Planned	Planned	
		Current CIP	Supplemental	CIP Budget	Date	To Date	Year to Date	Remaining	Year End	Appropriated	Year	Appropriated	Year	Year	Year	Year	Year	
		Budget	Request	Estimate	12/31/2018	2/28/2019	2/28/2019	Budget	2019	Budget	2020	Budget	2021	2022	2023	2024	2025	
GL Account Number	Vendor #	Design																
	319 337 571 595 10 65 10	External Engineering	63,000	(63,000)	-	-	-	-	-									
	319 337 571 595 10 65 12	Internal Engineering/Project Mgmt	8,000	(8,000)	-	-	-	-										
		Prop/ROW/Easements																
		Construction																
	319 337 571 595 10 65 32	Internal Eng- Proj Mgmt/ Inspect	20,000	(12,000)	8,000	-	-	8,000	8,000									
	319 337 571 595 30 65 33	Construction Contract	400,000	117,000	517,000	-	-	517,000	517,000									
	319 337 571 595 30 65 33	Const Contract 1 - Contract Contingency	20,000	(20,000)	-	-	-	-										
		Other																
	319 337 571 595 00 65 80	Interfund Financial Services	5,410	-	5,410	-	-	5,410	5,410									
	319 337 571 595 30 65 90	Contingencies	24,590	(14,000)	10,590	-	-	10,590	10,590									
		Total Project Expense Budget:	541,000	-	541,000	-	-	-	541,000	541,000	284,000	-	-	-	-	-	-	-
	Funding Source /Transfers		Funding Sources	7/26/18	CIP	Revised	Project to	Project to	2019	2019	Scheduled	2019	Scheduled	2020	Scheduled	Scheduled	Scheduled	Planned
				Current CIP	Supplemental	CIP Budget	Date	Date	YTD	Remaining	Year	Appropriated	Year	Appropriated	Year	Year	Year	Year
				Budget	Request	Estimate	12/31/2018	2/28/2019	2/28/2019	Budget	2019	Budget	2020	Budget	2021	2022	2023	2024
319 337 309 397 00 00 00		One Time Sales Tax	148,000	-	148,000	-	-	-	148,000	148,000	106,000		106,000					
319 337 001 397 00 00 00		General Fund	393,000	-	393,000	393,000	393,000	-	-									
	Total Project Revenue Budget:	541,000	-	541,000	393,000	393,000	-	148,000	148,000	106,000	-	106,000	-	-	-	-	-	
		Committed Cash:			393,000		393,000	Cash on hand	-		-	-	-	-	-	-	-	

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March 28, 2019

[illegible]

Finance

The City had its 2017 State Auditor Exit Interview and the Auditor complimented the City for leadership of the City Council (the Mayor attended the Exit Interview) and the City Manager for setting the tone from the top to adhere to and comply with best financial management practices.

Just to recap briefly, in the past year we have received the Government Finance Officers Association award for preparation of our comprehensive annual financial report.

We received a 3 step upgrade from Standard and Poors and in a minute I will ask Caitlyn Caldwell, Vice President, KeyBanc Capital Markets, to update Council on another bond upgrade from Moodys.

We have passed a sustainable budget and City Council has had the foresight and commitment to raise our contingency requirements to protect the City from any economic uncertainty.

We issued bonds and saved over half a million dollars in interest costs as a direct result of our bond upgrade.

Our fund balance currently, and projected over the next several years, is approximately \$5M.



Moody's Rating Upgrade

City of Des Moines, Washington

March 2019



Disclosure

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Interest rates used herein are hypothetical and take into consideration conditions in today's market and other factual information such as the issuer's credit rating, geographic location and market sector. Interest rates applied herein are hypothetical, based on current market facts and should not be viewed as rates that KBCM expects to achieve for you should we be selected to act as your underwriter or placement agent. Information about interest rates and terms for SLGs is based on current publically available information and treasury or agency rates for open-market escrows are based on current market interest rates for these types of credits and should not be seen as costs or rates that KBCM expects to achieve for you should we be selected to act as your underwriter or placement agent.

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A number of our corporate and institutional team members are employed by both KeyBanc Capital Markets Inc. and KeyBank N.A. These "dual employees" are licensed securities representatives of KeyBanc Capital Markets Inc., and they are there to better serve your needs, by making available both securities and banking products and services.

Further, in connection with our effort to deliver a comprehensive array of banking and securities products and services to you in a seamless manner, from time to time KeyBank N.A. and KeyBanc Capital Markets Inc. will share with each other certain non-public information that you provide to us. Of course, as always, this information will not be shared or otherwise disclosed outside of the KeyCorp organization without your express permission. Please also be assured that, as with other banks and broker-dealers, KeyBank N.A. and KeyBanc Capital Markets Inc. adhere to established internal procedures to safeguard your corporate information from areas within our organization that trade in or advise clients with respect to the purchase and sale of securities.

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Overview of City's Rating Increase & Financial Impact

- The City earned S&P's second highest rating (AA+) from S&P in August 2018.
- This is a very strong credit rating and reflects very positively on the City and its management.
- At the time Moody's maintained a "A1" rating for the City on its 2012 Bonds, 3 "notches" lower than the S&P rating, resulting in a "split" rating. That rating level was still visible to the investing community at the time of pricing for the City's 2018 Bonds.
- Earlier this month, Moody's upgraded the City's rating one notch to "Aa3", noting improved economic strength and a revised financial management strategy that has resulted in better structural balance.
- The Moody's upgrade is notable as the two ratings were in separate "categories", i.e. "single A" category vs. "double A" category.
- Thus, the City's 2018 Bonds priced at yields slightly higher than a "true" AA+ credit would.
- The upgrade will result in a lower borrowing cost the next time the City sells Bonds. We expect the positive rating trend to continue with Moody's.



Moody's	S&P	Fitch	Description
Aaa	AAA	AAA	Prime
Aa1	AA+	AA+	High grade
Aa2	AA	AA	
Aa3	AA-	AA-	
A1	A+	A+	Upper medium grade
A2	A	A	
A3	A-	A-	
Baa1	BBB+	BBB+	Lower medium grade
Baa2	BBB	BBB	
Baa3	BBB-	BBB-	
Ba1	BB+	BB+	Non-investment grade; speculative
Ba2	BB	BB	
Ba3	BB-	BB-	
B1	B+	B+	Highly speculative
B2	B	B	
B3	B-	B-	
Caa1	CCC+	CCC	Substantial risks
Caa2	CCC		Extremely speculative
Caa3	CCC-		Default imminent with little prospect for recovery
Ca	CC		
	C		

Des Moines Community Shuttle

Angle Lake Station ↔ Marina District

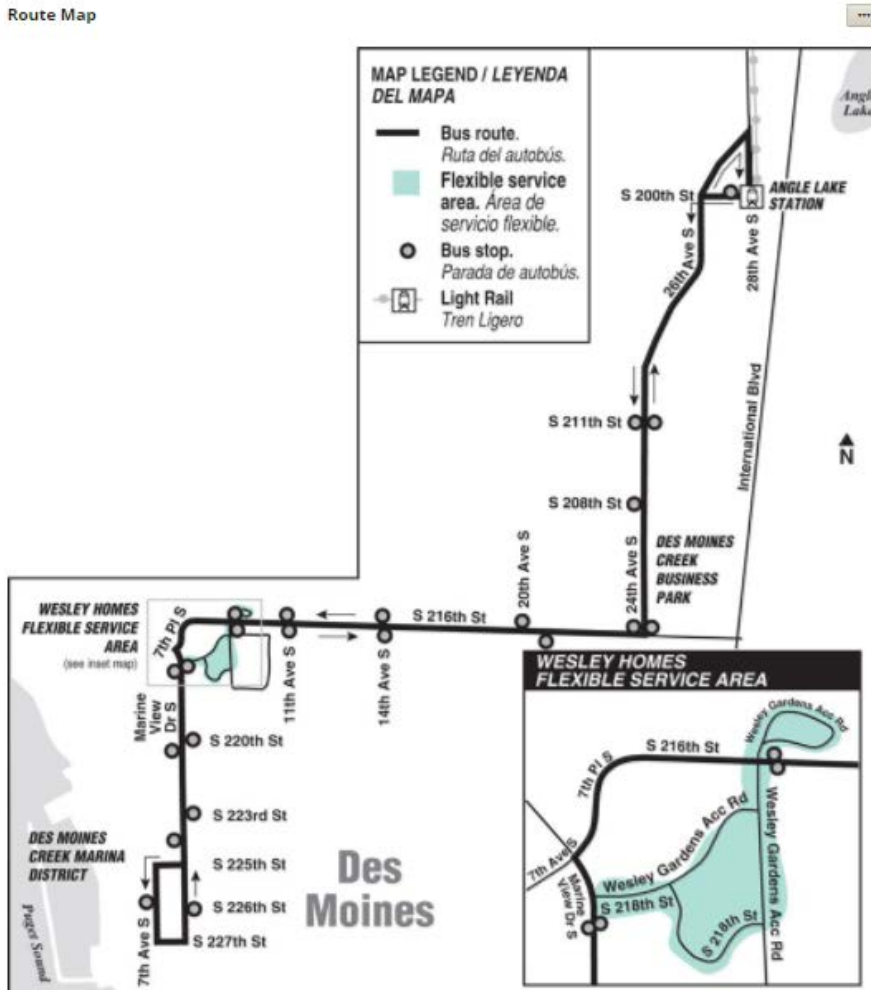
Effective 9-23-17 thru 3-9-18

WEEKDAY

MAP

SHUTTLE ROUTE 635

Route Map



Metro Route 635 Shuttle

Enhancement Sept, 2019

- Current Pilot: Peak Period Only Service - 15 min.
- Proposed Addition: Midday and Saturday Service - ½ hr.
- City-Metro Agreement Extended 2 yrs.
- Advantages
 - Expands Mobility Options, including Seniors
 - Angle Lake Park And Ride – Feeder Service
 - Des Moines Farmers Market
 - Regional Economic Sustainability
- Partnerships: King County Metro (82%); City of Des Moines (18%)
- Business Community Role (Marketing)

Other Public Transportation Improvements 2019

24th Ave S. Midblock Crossing



City Farmers Market Van June, 19



Draft
Flyer
Route 635



All are Welcome! The Des Moines Park and Recreation Department will be operating a free shuttle for the "Saturdays Market" operating every ½ hour, from 9 to 4 pm, running between the Angle Lake Station and the downtown Marina District. Jump on Board using the westbound Metro Bus stop located at the Station on S. 200th Street.

