

AGENDA

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

April 23, 2015 – 7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC

EXECUTIVE SESSION

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

PRESIDING OFFICER'S REPORT

ADMINISTRATION REPORT

Item 1: INTRODUCTION OF MUNICIPAL COURT JUDGE

CONSENT AGENDA

Page 1 Item 1: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers included in the attached list and further described as follows:

Total A/P Checks/Vouchers	#14261-142775	\$1,409,659.33
Electronic Wire Transfers	#537-540	\$ 154,933.22
Payroll Checks	#18641-18645	\$ 5,952.56
Payroll Direct Deposit	#160001-160155	\$ 290,434.67
Total Certified Wire Transfers, Voids, A/P and Payroll Vouchers:		\$1,860,979.78

Page 3 Item 2: DES MOINES LANDMARKS COMMISSION

Motion is to confirm the Mayoral appointment of Morgan Hicks to fill a three year term on the Des Moines Landmarks Commission effective immediately.

Page 9 Item 3: AMENDMENT TO THE NEW CINGULAR WIRELESS PCS, LLC
COMMUNICATIONS SITE LEASE AGREEMENT

Motion is to approve the First Amendment to the Communications Site Lease Agreement (attachment 1) and Memorandum of Lease (attachment 2) between New Cingular Wireless PCS, LLC and the City of Des Moines and to authorize the City Manager to sign substantially in the form as attached.

Page 39 Item 4: COUNCIL CHAMBERS AUDIO/VISUAL SYSTEM UPGRADES

Motion is to approve the purchase agreement with Advanced Broadcast Solutions for the purchase and installation of new audio/visual equipment in the total amount of \$98,658.91, including tax, and to authorize the City Manager to enter into a contract with Advanced Broadcast Solutions and to sign the agreement substantially in the form as attached.

- Page 55 Item 5: MODIFICATIONS TO THE MARINA FACILITIES LEASE BETWEEN THE CITY AND CSR MARINE SOUTH, INC.
Motion is to approve Addendum 2 to the June 9, 2009 Marina Facilities Lease between the City and CSR Marine South, Inc., adding additional yard space, and increasing the monthly rental rate from \$7,327.00 to \$8,185.00.
- Page 85 Item 6: DRAFT RESOLUTION 15-065 SETTING A DATE FOR PUBLIC HEARING FOR VACATION OF PUBLIC RIGHT-OF-WAY WITHIN CITY OF DES MOINES KNOWN AS A PORTION OF THE WEST RIGHT-OF-WAY ON 7TH AVENUE SOUTH AND A PORTION OF THE NORTH RIGHT-OF-WAY OF SOUTH 226TH STREET
Motion is to adopt Draft Resolution No. 15-065 setting a public hearing on May 14, 2015 for a street vacation request relating to public right of way within the City of Des Moines.
- Page 91 Item 7: DRAFT RESOLUTION NO. 15-066, SETTING A PUBLIC HEARING TO CONSIDER THE 2015 COMPREHENSIVE PLAN UPDATE
Motion is to adopt Draft Resolution No. 15-066 setting a public hearing on June 11, 2015 to consider Draft Ordinance 15-066 amending the 2009 Des Moines Comprehensive Plan and Chapters 18.05 and 18.25 DMMC.
- Page 97 Item 8: REDONDO BOARDWALK REPAIR
Motion is to approve the Consultant Agreement with Exeltech Consulting for the Redondo Boardwalk Repair in the amount of \$279,085.78, and further authorize the City Manager to sign said Consultant Agreement substantially in the form as submitted after the City receives project funding obligation through the Washington State Department of Transportation.

PUBLIC HEARING

- Page 153 Item 1: PUBLIC HEARING FOR SV 2014-01: VACATION OF PUBLIC RIGHT-OF-WAY WITHIN CITY OF DES MOINES KNOWN WITHIN THE HISTORIC SR509 RIGHT OF WAY AREA BETWEEN SOUTH 220TH STREET AND SR516 KENT DES MOINES ROAD
Staff Presentation: Associate Transportation Engineer Andrew Merges

OLD BUSINESS

- Page 195 Item 1: 2015 COMPREHENSIVE PLAN PERIODIC UPDATE
- North Central Neighborhood Element
 - Downtown Neighborhood Element
 - Pacific Ridge Neighborhood Element
- Staff Presentation: Community Development Manager Denise Lathrop

NEW BUSINESS

- Page 247 Item 1: FINANCIAL DISCUSSION
Staff Presentation: Finance Director Dunyele Mason

NEXT MEETING DATE

April 30, 2015 - 5:30 p.m. City Council Open House
7:00 p.m. City Council Regular Meeting

ADJOURNMENT

CITY OF DES MOINES
Voucher Certification Approval

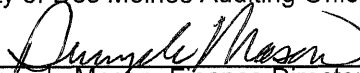
23-Apr-15

Auditing Officer Certification

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

As of **April 23, 2015** the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers included in the attached list and further described as follows:

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


Danyele Mason, Finance Director

	# From	# To	Amounts
Claims Vouchers:			
Total A/P Checks/Vouchers	142621 -	142775	1,409,659.33
Electronic Wire Transfers	537 -	540	154,933.22
Total claims paid			1,564,592.55
Payroll Vouchers			
Payroll Checks	18641 -	18645	5,952.56
Direct Deposit	160001 -	160155	290,434.67
Payroll Checks	-		
Direct Deposit	-		
Payroll Checks	-		
Direct Deposit	-		
Total Paychecks/Direct Deposits paid			296,387.23
Total checks and wires for A/P & Payroll			1,860,979.78

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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: Des Moines Landmarks Commission

FOR AGENDA OF: April 23, 2015

ATTACHMENT:

- A. Applications submitted by:
 Kelly Campbell
 Morgan Hicks
 James Langston

DEPT. OF ORIGIN: Parks, Recreation & Senior Services

DATE SUBMITTED: April 13, 2015

CLEARANCES:

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

APPROVED BY CITY MANAGER

FOR SUBMITTAL: MM/ACH

Purpose and Recommendation

The purpose of this agenda item is to recommend City Council approval of the Mayor's appointment to the City of Des Moines Landmarks Commission as provided for in Ordinance No. 1347 to fill one vacant position.

Motion: "I move to confirm the Mayoral appointment of Morgan Hicks to fill a three year term on the Des Moines Landmarks Commission effective immediately."

Background

In 2004, City Council passed Ordinance 1347 amended by Ordinance 1348 related to the creation of a City of Des Moines Landmarks Commission and whereby King County acts as the Landmarks Commission for the City. The Des Moines City Council appoints a special member to King County Landmarks Commission. This member acts as the City of Des Moines Landmarks Commission (three year term, two term limit) and has the authority to designate and protect City owned landmarks. The member shall be a resident of the City and shall have a demonstrated interest and competence in historic preservation.

The regulations and procedures for the designation of City owned Landmarks is substantially the same as the regulations and procedures set forth by King County in K.C.C. Chapter 20.62 with the following conditions:

- A. No Landmark may proceed through the nomination procedure without City Council approval of a minimum of 4 votes in favor of the nomination.
- B. Requires the City to refer applications for permits which affect City owned historic Landmarks to the King County Historic Preservation Officer for review and comment and in turn the City will take into consideration comments regarding mitigation of any adverse effects to city owned Landmarks (Certificate of Appropriateness Procedure).
- C. Appeals related to City owned property shall be taken to the Des Moines City Council.

City Owned Local Landmarks

The City of Des Moines currently owns two Landmarks. The Covenant Beach Bible Camp Historic District at Des Moines Beach Park is currently listed on the Washington State and the National Historical Registries and the Des Moines Field House Park is currently listed on the King County Historical Registry.

Discussion

The City's Landmarks Commission position is currently vacant. Three Des Moines citizens submitted applications for the open Commission position (Attachment A). The Mayor recommends that Morgan Hicks be appointed to the three year term on the Des Moines Landmarks Commission. This appointment will ensure that the City Landmarks Commission's representative seated on the King County Landmarks Commission will have a voice regarding the preservation the City's historic structures such as the Des Moines Field House Park and the Covenant Beach Bible Camp Historic District at Des Moines Beach Park.

Alternatives

None provided.

Financial Impact

None provided.

Recommendation/Concurrence

Mayor Kaplan and City Administration support the proposed appointment to the Des Moines Landmarks Commission.



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

Recvd. 8-3-15

Please Check

NAME: Kelly Campbell
 ADDRESS: 2210 18th Ave S.
 CITY/ZIP: Des Moines 98198
 PHONE: Home 206 335 3797 Work 206 296 7405
 LENGTH OF RESIDENCE AT THE ABOVE ADDRESS 21 yrs
 REGISTERED VOTER? Yes
 E-MAIL ADDRESS: kelly.campbell@kingcounty.gov

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

EMPLOYMENT SUMMARY LAST FIVE YEARS: King County Int'l Airport (KCIA)
Fiscal Specialist III - Division of DOT
Acc'tg person in my shop for airport

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 been part of the Des Moines population for over 20 yrs and have watched the Landmark parish and attempt to rebuild many times. I have visited the blog for different events and I would love to see it become a city beacon.

2. What problems, programs or improvements are you most interest in? At this time, I am only interested in seeing if the Landmark can be permanently improved and effectively managed.

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



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

Recvd. 4-4-15

Please Check

NAME: MORGAN HICKS
 ADDRESS: 20410 9th Ave S
 CITY/ZIP: DES MOINES 98198
 PHONE: Home 206 697 4673 Work 206 824 9276
 LENGTH OF RESIDENCE AT THE ABOVE ADDRESS 11 years
 REGISTERED VOTER? yes
 E-MAIL ADDRESS: allpointsyarn@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: Owner & sole operator of All Points Yarn, a yarn and related supplies retail shop located at 21921 Marine View Drive S in Des Moines. We opened in 2008 and serve Des Moines as well as visitors from around the world.

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 maintain a life-long interest in Northwest history, in all its aspects, from geology to ecology, from First Peoples to cultural dynamics of today. I enjoy stories and the people and groups telling them. I can contribute project management, social media, education & promotion skills.

2. What problems, programs or improvements are you most interest in? PERSONALLY - to see Des Moines bring together all its cultural assets, historic, private, public, as well as its geographic gifts and assets.

3. Please list any Des Moines elective/appointive offices you have run/applied for previously: None. However I was (Past Grand of Des Moines Odd Fellows #305 in 2014, presently their Secretary)



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

Recvd. 4-4-15

Please Check

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

NAME: James D. Langston
ADDRESS: P.O. Box 98475
CITY/ZIP: Des Moines, WA 98198-0475
PHONE: Home 206-978-7205 Work 206-550-0818
LENGTH OF RESIDENCE AT THE ABOVE ADDRESS 72 years
REGISTERED VOTER? Yes
E-MAIL ADDRESS: jamesdlangston@me.com

EMPLOYMENT SUMMARY LAST FIVE YEARS: Retired public school teacher with 46 years of experience

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.

20 years member of Des Moines Historic Society
Own historic home - Member of Des Moines Odd Fellows

1. Why do you wish to serve in this capacity and what can you contribute?
4 generations of family in Des Moines. I am a
Draper. Past President of Whateam^{co} Historic Society
of Bellingham. Owned historic home 20 years of
age in Bellingham, WA

2. What problems, programs or improvements are you most interest in? Presentation of
historic buildings and landmarks in Des Moines
ie. Field House, IODE Hall, Masonic Home,
Van Gasten home, Clark home, Des Moines WA
My greatgrand parents owned Des Moines Beach Park
and had Daddy Draper orphanage
3. Please list any Des Moines elective/appointive offices you have run/applied for previously:
Chair of City of Des Moines Performing Arts
Committee

— President of Hillgrove
Cemetery Association

— Board of Directors of All Aboard WA. (railroad advocacy group)

*Home - Ran for Water Dist.
#54 Commission

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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: Amendment to the New Cingular
Wireless PCS, LLC Communications Site Lease
Agreement

ATTACHMENT:

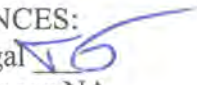
1. First Amendment to the New Cingular
Wireless PCS, LLC Communications Site
Lease Agreement
2. Memorandum of Lease between City of
Des Moines and New Cingular Wireless
PCS, LLC
3. Communications Site Lease Agreement
(2003)

FOR AGENDA OF: April 23, 2015

DEPT. OF ORIGIN: Parks, Recreation & Senior
Services

DATE SUBMITTED: April 16, 2015

CLEARANCES:

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

APPROVED BY CITY MANAGER
FOR SUBMITTAL: MM/ACM

Purpose and Recommendation

The purpose of this agenda item is to recommend City Council approval of Amendment to the New Cingular Wireless PCS, LLC Communications Site Lease Agreement.

Motion: "I move to approve the First Amendment to the Communications Site Lease Agreement (attachment 1) and Memorandum of Lease (attachment 2) between New Cingular Wireless PCS, LLC and the City of Des Moines and to authorize the City Manager to sign substantially in the form as attached."

Background

The City of Des Moines entered into a Site Lease Agreement in 2003 and a fifteen year Lease Agreement in 2004, with Cingular Wireless Inc. (now New Cingular Wireless PCS, LLC) for the use of a portion of Des Moines Field House Park located at 1000 S. 220th Street, for the purpose of installing, maintaining and operating a cell tower and support facility. The current Lease Agreement will expire on September 7, 2019.

New Cingular has approached the City about extending the lease as well as amending the lease to include guaranteed rental rates based on consistent yearly rate increases and to ensure modifications can be made to their facility if required under Federal law.

A piece of the facility consists of a light pole with ballfield light fixtures installed by the wireless company. The City retains right of entrance to all City-owned property for access to City-owned facility utilities and equipment as needed.

Upon termination of the agreement by either party, the ball field lighting fixture installed on the light pole becomes the property of the City of Des Moines. At the City's discretion, the light pole will be removed from service and delivered to a location specified by the City at AT&T's expense.

Discussion

The Lessee, New Cingular Wireless PCS, LLC has requested an Amendment to the Communications Site Lease Agreement to modify the Lease with a new initial term of five (5) years to commence on September 8, 2019. The Lease would then automatically renew, for up to five (5) separate consecutive additional terms of five (5) years each unless the Lessee notifies the Lessor in writing of Lessee's intention not to renew the Lease at least sixty (60) days prior to the expiration of each term.

Either party may terminate the Lease at any time with twenty-four (24) months prior written notice to the other party for any or no reason.

Alternatives

None provided.

Financial Impact

Commencing on September 8, 2019, the current Rent payable under the Lease shall be One Thousand Five Hundred Ninety-Four and 99/100 Dollars (\$1,594.99) per month. Rent shall increase by two percent (2.00%) each year over the rent paid during the previous year.

Recommendation/Concurrence

The Park, Recreation and Senior Services Departments recommend approval of the Lease Amendment for the continued use of a portion of Des Moines Field House Park for a wireless antenna and area for support equipment.

Cell Site No. WA455
 Cell Site Name: Dt. Des Moines
 Fixed Asset No. 10013494
 Market: PNW
 Address: 1000 South 220th Street, Des Moines, WA 98198

FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT

THIS FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT ("**First Amendment**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is by and between City of Des Moines, a municipal corporation, having a mailing address of 21630 11th Avenue South, Des Moines, WA 98198 (hereinafter referred to as "**Lessor**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as successor in interest to Pacific Bell Wireless Northwest, LLC, having a mailing address of 575 Morosgo Drive, Atlanta, GA 30324 (hereinafter referred to as "**Lessee**").

WHEREAS, Lessor and Lessee (or its respective predecessor-in-interest) entered into a Communications Site Lease Agreement dated August 29, 2003, whereby Lessor leased to Lessee certain Premises, therein described, that are a portion of Lessor's Property located at 1000 South 220th Street, Des Moines, WA 98198 (hereinafter, collectively referred to as the "**Lease**"); and

WHEREAS, the term of the Lease will expire on September 7, 2019 and the parties mutually desire to renew the Lease, memorialize such renewal period and modify the Lease in certain other respects, all on the terms and conditions contained herein; and

WHEREAS, Lessor and Lessee desire to amend the Lease to extend the Term of the Lease; and

WHEREAS, Lessor and Lessee desire to amend the Lease to adjust the Rent in conjunction with the modifications to the Lease contained herein; and

WHEREAS, Lessor and Lessee desire to amend the Lease to modify the notice section thereof; and

WHEREAS, Lessor and Lessee desire to amend the Lease to permit Lessee to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, Lessor and Lessee desire to amend the Lease to clarify scope of Lessee's permitted use of the Premises; and

WHEREAS, Lessor and Lessee, in their mutual interest, wish to amend the Lease as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

1. **Extension of Term.** The Term of the Lease shall be extended to provide that the Lease has a new initial term of five (5) years ("**New Initial Term**") commencing on September 8, 2019. The Lease will automatically renew, commencing on the expiration of the New Initial Term, for up to five (5) separate consecutive additional periods of five (5) years each (each such five (5) year additional period is hereinafter referred to as an "**Additional Extension Term**" and each such Additional Extension Term

Cell Site No. WA455
 Cell Site Name: Dt. Des Moines
 Fixed Asset No. 10013494
 Market: PNW
 Address: 1000 South 220th Street, Des Moines, WA 98198

shall be considered a Renewal Term under the Lease), upon the same terms and conditions of the Lease, as amended herein, unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Lease at least sixty (60) days prior to the expiration of the New Initial Term or then current Additional Extension Term. The New Initial Term and the Additional Extension Term are collectively referred to as the Term ("Term").

2. **Rent.** Commencing on September 8, 2019, the current Rent payable under the Lease shall be One Thousand Five Hundred Ninety-Four and 99/100 Dollars (\$1,594.99) per month, and shall continue during the Term, subject to adjustment as provided herein.

3. **Future Rent Increase / Monthly Payments.** The Lease is amended to provide that notwithstanding anything to the contrary contained in Section 5(a) or 5(b) of the Lease and in lieu thereof, commencing on September 8, 2020, and every year thereafter, Rent shall increase by two percent (2.00%) over the Rent paid during the previous year.

4. **Termination.** In addition to any rights that may exist in the Lease, either party may terminate the Lease at any time with twenty-four (24) months prior written notice to the other party for any or no reason.

5. **Acknowledgement.** Lessor acknowledges that: 1) this First Amendment is entered into of the Lessor's free will and volition; 2) Lessor has read and understands this First Amendment and the underlying Lease and, prior to execution of this First Amendment, was free to consult with counsel of its choosing regarding Lessor's decision to enter into this First Amendment and to have counsel review the terms and conditions of this First Amendment; 3) Lessor has been advised and is informed that should Lessor not enter into this First Amendment, the underlying Lease between Lessor and Lessee, including any termination or non-renewal provision therein, would remain in full force and effect.

6. **Notices.** Paragraph 20 (a) of the Lease is hereby deleted in its entirety and replaced with the following: **NOTICES.** All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Lessee:

New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 Re: Cell Site #: WA455; Cell Site Name: Dt. Des Moines (WA)
 Fixed Asset No: 10013494
 575 Morosgo Drive
 Atlanta, GA 30324

With a required copy of the notice sent to either of the addresses above to:

New Cingular Wireless PCS, LLC
 Attn: Legal Department – Network Counsel
 Re: Cell Site #: WA455; Cell Site Name: Dt. Des Moines (WA)
 Fixed Asset No: 10013494
 208 S. Akard Street

Cell Site No. WA455
 Cell Site Name: Dt. Des Moines
 Fixed Asset No. 10013494
 Market: PNW
 Address: 1000 South 220th Street, Des Moines, WA 98198

Dallas, Texas, 75202-4206

As to Lessor:

City of Des Moines,
 21630 11th Avenue South
 Des Moines, WA 98198

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

7. **Emergency 911 Service.** In the future, without the payment of additional Rent, or any other consideration, and at a location mutually acceptable to Lessor and Lessee, Lessor agrees that Lessee may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

8. **Expansion of the Premises.** Lessor grants, to the extent practicable and on a space available basis, the Lessee the right to enlarge the Premises or the Lessor shall make space available on the Lessor's Property for Lessee so that Lessee or its authorized sublessees may implement any necessary modifications, supplements, replacements, refurbishments, or expansions to the Lessee's Facilities or to any equipment related thereto, or for any other reasons, as determined by Lessee in its sole discretion. Should Lessee exercise the right to expand the Premises, Lessee will pay and Lessor will accept as additional Rent under the Lease an amount equal to the then current Rent calculated on a per square foot basis as multiplied by each additional square foot added to the Premises. Upon notice to Lessor, a description and/or depiction of the modified Premises ground will become part of the Lease without any additional action on the part of Lessee and Lessor; however, at the request of Lessee, the parties will execute a Memorandum of Lease in recordable form memorializing the modification of the ground space of Lessor's Property, which either party may record at its option.

9. **Permitted Use.** Lessee, its personnel, invitees, contractors, agents, sublessees, or its authorized sublessees, or assigns may use the Premises, at no additional cost or expense, for the transmission and reception of any and all communications signals and to modify, supplement, replace, upgrade, expand, including but not limited to the number and type(s) of antennas, or refurbish the equipment and/or improvements thereon, or relocate the same within the Premises at any time during the term of the Lease for any reason, or in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services or for any other reason. Lessor shall reasonably cooperate in obtaining governmental and other use permits or approvals necessary or desirable for the foregoing permitted use. If Lessor does not comply with the terms of this Section, in addition to any other rights it may have at law, Lessee may terminate the Lease and shall have no further liability to Lessor. If Lessor does not comply with the terms of this Section, Lessee will have the right to exercise any and all rights available to it under law and equity, including the right to cure Lessor's default and to deduct the costs of such cure from any monies due to Lessor from Lessee.

10. **Memorandum of Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

Cell Site No. WA455
 Cell Site Name: Dt. Des Moines
 Fixed Asset No. 10013494
 Market: PNW
 Address: 1000 South 220th Street, Des Moines, WA 98198

11. **Sublease.** Notwithstanding anything in Section 15 of the Lease or anything else in the Lease to the contrary, Lessee may sublease all or any portion of the Premises to any person or entity licensed by the FCC to operate wireless communications services (hereinafter, a "Sublessee") upon such terms and conditions as Lessee and Sublessee shall agree (each such Lease a "Sublease"), upon notice to Lessor. From and after the Effective Date hereof, provided a Sublease is subject to the terms and conditions of the Lease as amended hereby and in consideration of the amended terms herein, Lessor's consent to a Sublessee or Sublease will not be required.

12. **Sale of Lessor's Property.**

(a) Lessor shall not be prohibited from the selling, leasing or use of any of Lessor's Property or the surrounding property except as provided below.

(b) If Lessor, at any time during the Term of the Lease, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of Lessor's Property or surrounding property, to a purchaser other than Lessee, Lessor shall promptly notify Lessee in writing, and such rezoning, sale, subdivision or transfer shall be subject to the Lease and Lessee's rights hereunder. In the event of a change in ownership, transfer or sale of Lessor's Property, within ten (10) days of such transfer, Lessor or its successor shall send the documents listed below in this subsection (b) to Lessee. Until Lessee receives all such documents, Lessee shall not be responsible for any failure to make payments under the Lease and reserves the right to hold payments due under the Lease.

- i. New deed to Lessor's Property
- ii. Bill of Sale or Transfer
- iii. Copy of current Tax Bill
- iv. New IRS Form W-9
- v. Completed and Signed AT&T Payment Direction Form
- vi. Full contact information for new Lessor including phone number(s)

(c) Lessor agrees not to sell, lease or use any areas of Lessor's Property or surrounding property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Lessee's Permitted Use or communications equipment as determined by radio propagation tests performed by Lessee in its sole discretion. Lessor or Lessor's prospective purchaser shall reimburse Lessee for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Lessee, Lessor shall be prohibited from selling, leasing or using any areas of Lessor's Property or the surrounding property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

(d) The provisions of this Section shall in no way limit or impair the obligations of Lessor under the Lease, including interference and access obligations.

13. **Rental Stream Offer.** If at any time after the date of this First Amendment, Lessor receives a bona fide written offer from a third party seeking an assignment or transfer of the Rent payments associated with the Lease ("**Rental Stream Offer**"), Lessor shall immediately furnish Lessee with a copy of the Rental Stream Offer. Lessee shall have the right within ninety (90) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream

Cell Site No. WA455
 Cell Site Name: Dt. Des Moines
 Fixed Asset No. 10013494
 Market: PNW
 Address: 1000 South 220th Street, Des Moines, WA 98198

Offer. If Lessee chooses not to exercise this right or fails to provide written notice to Lessor within the ninety (90) day period, Lessor may assign the right to receive Rent payments pursuant to the Rental Stream Offer, subject to the terms of the Lease. If Lessor attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Lessee shall not be responsible for any failure to make payments under the Lease and reserves the right to hold payments due under the Lease until Lessor complies with this Section.

14. **Charges.** All charges payable under the Lease such as utilities and taxes shall be billed by Lessor within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Lessor, and shall not be payable by Lessee. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Lessor. The provisions of this subsection shall survive the termination or expiration of the Lease.

15. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Lease otherwise is unmodified and remains in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to this First Amendment.

16. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Lease.

[SIGNATURES APPEAR ON THE NEXT PAGE]

Cell Site No. WA455
 Cell Site Name: Dt. Des Moines
 Fixed Asset No. 10013494
 Market: PNW
 Address: 1000 South 220th Street, Des Moines, WA 98198

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this First Amendment on the dates set forth below.

LESSOR:

City of Des Moines,
 a municipal corporation

By: _____
 Name: _____
 Title: _____
 Date: _____

LESSEE:

New Cingular Wireless PCS, LLC,
 A Delaware limited liability company
 By: AT&T Mobility Corporation
 Its: Manager

By: _____
 Name: _____
 Title: _____
 Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

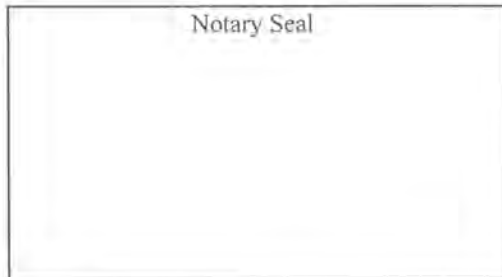
Cell Site No. WA455
 Cell Site Name: Dt. Des Moines
 Fixed Asset No. 10013494
 Market: PNW
 Address: 1000 South 220th Street, Des Moines, WA 98198

LESSOR ACKNOWLEDGEMENT

REPRESENTATIVE CAPACITY:

STATE OF _____)
) SS.
 COUNTY OF _____)

This instrument was acknowledged before me on _____, 201____ by
 _____ as _____ of _____
 _____.



 (Signature of Notary)

 (Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of

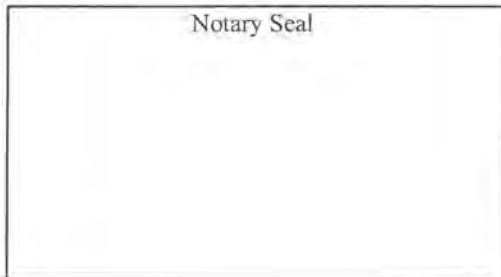
My Commission expires: _____

Cell Site No. WA455
 Cell Site Name: Dt. Des Moines
 Fixed Asset No. 10013494
 Market: PNW
 Address: 1000 South 220th Street, Des Moines, WA 98198

LESSEE ACKNOWLEDGEMENT

STATE OF OREGON)
) SS.
 COUNTY OF _____)

This instrument was acknowledged before me on _____, 201____ by
 _____ as _____ of _____
 _____.



 (Signature of Notary)

 (Legibly Print or Stamp Name of Notary)
 Notary Public in and for the State of Oregon
 My Commission expires: _____

Return to:

Richard J. Busch
 Busch Law Firm PLLC
 25025 SE Klahanie Blvd.
 F203
 Issaquah, WA 98029

Grantor:	City of Des Moines, a municipal corporation		
Grantee:	New Cingular Wireless PCS, LLC, a Delaware limited liability company		
Legal Description:	Ptn S8-T22N-R4E (abbreviated legal) Official legal description attached as Exhibit 1		
Assessor's Tax Parcel ID#:	082204-903403		
True Consideration Paid	Does not apply	Tax Mailing Address:	Does not apply
Cell Site #:	WA455	Fixed Asset #:	10013494
Cell Site Name:	Dt. Des Moines		
State:	Washington	County:	King

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this ____ day of _____, 2015, by and between City of Des Moines, a municipal corporation, having a mailing address at 21630 11th Avenue South, Des Moines, WA 98198 (hereinafter referred to as "**Lessor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, Atlanta, GA 30324 (hereinafter referred to as "**Lessee**").

1. Lessor and Lessee (or its respective predecessor-in-interest) entered into a Communications Site Lease Agreement dated August 29, 2003, as amended by that certain First Amendment to Communications Site Lease Agreement dated _____, 2015 (hereinafter, collectively the "**Lease**") for the purpose of installing, operating and maintaining a communications facility and other improvements at Lessor's real property located in the City of Des Moines, County of King, commonly known as 1000 South 220th Street, Des Moines, WA 98198. All of the foregoing is set forth in the Lease.
2. The Lease commenced and has been in effect since September 8, 2004 and the parties agree to continue the Lease with a new initial lease term of five (5) years ("**New Initial Term**") commencing on September 8, 2019, with five (5) successive five (5) year Additional Extension Terms, unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Lease at least sixty (60) days prior to the expiration of the New Initial Term or then current Additional Extension Term.
3. The portion of the land being leased to Lessee (the "**Premises**") is described in **Exhibit I** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Lease.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LESSOR:
City of Des Moines
a municipal corporation

LESSEE:
New Cingular Wireless PCS, LLC
a Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

LESSOR ACKNOWLEDGEMENT**REPRESENTATIVE CAPACITY:**

STATE OF _____)
) SS.
 COUNTY OF _____)

This instrument was acknowledged before me on _____, 201____ by
 _____ as _____ of _____
 _____.

Notary Seal

 (Signature of Notary)

 (Legibly Print or Stamp Name of Notary)

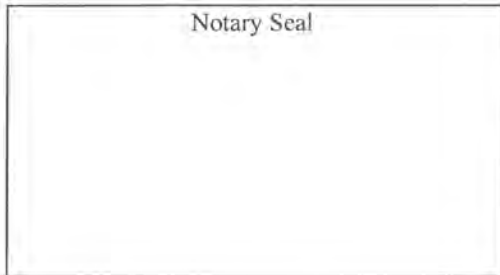
Notary Public in and for the State of

My Commission expires: _____

LESSEE ACKNOWLEDGEMENT

STATE OF OREGON)
)
 COUNTY OF _____) SS.

This instrument was acknowledged before me on _____, 201____ by
 _____ as _____ of _____
 _____.



 (Signature of Notary)

 (Legibly Print or Stamp Name of Notary)
 Notary Public in and for the State of Oregon
 My Commission expires: _____

Exhibit 1 to Memorandum of Lease**Premises****Page 1 of 3**

The Premises is located on a portion of Lessor's Property described and/or depicted as follows:

PARCEL A:

The West 120 feet of the North 75 feet of the East 607 feet of the South 368 feet of the Northwest quarter of the Southeast quarter of Section 8, Township 22 North, Range 4 East W.M.;
EXCEPT the North 10 feet thereof conveyed to King County by deed recorded under Recording No. 4801585, records of King County, Washington.

Situate in the County of King, State of Washington.

PARCEL B:

Beginning 932 feet West of the Southeast corner of the Northwest quarter of the Southeast quarter of Section 8, Township 22 North, Range 4 East W.M.;
THENCE North along the East line of Hanes' Addition to Des Moines a distance of 369.7 feet;
THENCE East 200 feet;
THENCE South 369.7 feet to the North line of New Addition to Des Moines;
THENCE West to place of beginning;

ALSO, all of fractional Block 52, The New Addition to the Town of Des Moines, according to the Plat thereof recorded in Volume 4 of Plats, Page 84, records of King County, Washington;
EXCEPT the South 10 feet of the North 30 feet of that portion of the East 932 feet of the Northwest quarter of the Southeast 1/4 of said Section 8, and the West 15 feet of the East 30 feet of the East 932 feet of the Northwest quarter of the Southeast quarter of section lying Southerly of S. 219th Street and Westerly of 11th Ave. S. as now established by King County.

Situate in the County of King, State of Washington.

PARCEL C:

The North 80 feet of the South 180 feet of the West 100 feet of the East 531.9 feet of the Southeast quarter of the Northwest quarter of the Southeast quarter of Section 8, Township 22 North, Range 4 East W.M., records of King County, Washington.

Situate in the County of King, State of Washington.

Exhibit 1 to Memorandum of Lease**Premises****Page 2 of 3****PARCEL D:**

Lots 15 and 16, Block 54, NEW ADDITION TO THE TOWN OF DES MOINES, according to the Plat thereof recorded in Volume 4 of Plats, Page 84, records of King County, Washington.

Situate in the County of King, State of Washington.

PARCEL E:

Lots 15 and 16, Block 53, NEW ADDITION TO THE TOWN OF DES MOINES, according to the Plat thereof recorded in Volume 4 of Plats, Page 84, records of King County, Washington.

Situate in the County of King, State of Washington.

PARCEL F:

The South 368 feet of the West 100 feet of the East 632 feet of the Northwest quarter of the Southeast quarter of Section 8, Township 22 North, Range 4 East W.M.;
EXCEPT the East 75 feet of the North 120 feet thereof;

ALSO, the South 367.7 feet of the West 100 feet of the East 732 feet of the Northwest quarter of the Southeast quarter of said Section 8.

Situate in the County of King, State of Washington.

Exhibit 1 to Memorandum of Lease**Premises****Page 3 of 3****PARCEL G:**

Beginning 345 feet West of the Southeast corner of the Northwest quarter of the Southeast 1/4 of Section 8, Township 22 North, Range 4 East W.M. THENCE North 367.6 feet to the South line of the Ethel O. Peck Road; THENCE West along said South line of said road 195.1 feet; THENCE South to the North line of the New Addition to the Town of Des Moines;

THENCE East 186.9 feet to the point of beginning;

LESS the South 100 feet of the West 100 feet of the above described property deeded by W.R. Case and Louise Case, husband and wife, to the above named Grantor (Des Moines Civic Betterment Committee) under date of June 22, 1938 and recorded under Recording No. 3001205;

AND LESS the North 80 feet of the South 180 feet of the West 100 feet of the above described property deeded by W.R. Case & Louise Case, husband and wife, to Des Moines Civic Betterment Committee under the date of October 20, 1938 and recorded under Recording No. 3020598;

ALSO, Fractional Blocks 55 and 56, New Addition to the Town of Des Moines, as recorded in Volume 4 of Plats, Page 84, records of King County, Washington, together with all rights accruing to the same by reason of the vacation of street and alley adjoining.

Situate in the County of King, State of Washington.

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SITE NUMBER: WA435-01

SITE NAME: DT DES MOINES

COMMUNICATIONS SITE LEASE AGREEMENT

THIS COMMUNICATIONS SITE LEASE AGREEMENT ("Lease") dated as of 29 Aug, 2003, is between Pacific Bell Wireless Northwest, LLC, a Delaware limited liability company, d/b/a Cingular Wireless ("Lessee"), whose address is 2445 - 140th Avenue, NE, Suite 202, Bellevue, WA 98005, and City of Des Moines, a municipal corporation ("Lessor"), whose address is 21630 11th Avenue South, Des Moines WA 98198.

The parties hereto agree as follows:

1. Premises. Lessor represents that Lessor owns the real property legally described in Exhibit "A" commonly known as 1000 S. 220th Street, Des Moines WA 98198 (Assessor's Parcel Number 082204903403). Subject to the following terms and conditions, Lessor leases to Lessee that portion of Lessor's property ("Lessor's Property") approximately TBD square feet of space as depicted in Exhibit "B", including any applicable easements for access and utilities (the "Premises"). 405



2. Use. The Premises may be used by Lessee for any lawful activity in connection with the provision of mobile/wireless communications services, including without limitation, the transmission and the reception of radio communication signals on various frequencies and the construction, maintenance and operation of related communications facilities. Lessor agrees, at no expense to Lessor, to cooperate with Lessee in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises.

3. Condition Precedent. This Lease is conditioned upon Lessee, or Lessee's assigns, obtaining, at Lessee's sole cost and expense, all governmental licenses, permits and approvals enabling Lessee, or its assigns, to construct and operate mobile/wireless communications facilities on the Premises.

4. Term. The term of this Lease ("Term") shall be five (5) years commencing with the date Lessee commences construction of its mobile/wireless communications facilities on the Premises, excluding preliminary testing, survey and utilities work (the "Commencement Date"). Lessee shall have the right to extend the Term of this Lease for two (2) additional Terms ("Renewal Term") of five (5) years each. Each Renewal Term shall be on the same terms and conditions as set forth herein. This Lease shall automatically be extended for each successive five (5) year Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to extend this Lease at least thirty (30) days prior to the expiration of the first five year Term or any Renewal Term.

5. Rent.

(a) Upon the Commencement Date, Lessee shall pay Lessor, as rent, the sum of Twelve Hundred Dollars (\$1,200.00) ("Rent") per month. Rent shall be payable on the 1st day of each month, in advance, to Lessor at Lessor's address specified at the beginning of this Lease. Rent shall be adjusted annually as of the anniversary of the Commencement Date to the extent of any percentage change which occurred in the Consumer Price Index (All Items, Base 1982-84 = 100) as published by the United States Department of Labor, Bureau of Labor Statistics for All Consumers for the Seattle Metropolitan area (hereinafter "CPI"). The rental adjustment shall be calculated by multiplying the Rent then in effect by a fraction, the denominator of which is the CPI in effect as of the calendar month fourteen full months prior to the anniversary date, and the numerator of which is the CPI in effect two full months prior to the anniversary date. Notwithstanding the foregoing, in no event shall Rent be increased by more than 3% of the Rent paid during the previous year.

(b) Market Rent. If Lessor feels that Rent is not equal to market rent for similar sites in similar geographic areas ("Market Rent"), then at the beginning of each five-year term, Lessor can require that Rent be increased to the then-current market rent for similar sites in similar geographic areas. If Lessor and Lessee cannot agree upon Market Rent within thirty (30) days after Lessor presents its proposal for Market Rent, then the matter shall be settled by binding arbitration by a single arbitrator who has experience in real estate leasing matters. The arbitration will be administered by the American Arbitration Association in accordance with its Commercial Arbitration rules if the parties have not otherwise agreed to use a different arbitrator or arbitration process. At least ten (10) days in advance of the hearing, each party will submit to the arbitrator and to each other their best offers of

SITE NUMBER: WA455-01

SITE NAME: DT DES MOINES

Market Rent. The arbitrator shall be limited to choosing one of the two proposed Market Rent figures, and the arbitrator shall award the Market Rent figure that is closest to the true Market Rent. The costs of the arbitration, expert witnesses and attorney's fees shall be borne by the party whose Market Rent figure was not selected by the arbitrator.

(c) If the Commencement Date is other than the first day of a calendar month, Lessee may pay on the first day of the Term the prorated Rent for the remainder of the calendar month in which the Term commences, and thereafter, Lessee shall pay a full month's Rent on the first day of each calendar month, except that payment shall be prorated for the final fractional month of this Lease, or if this Lease is terminated before the expiration of any month.

6. Improvements; Access.

(a) Lessee shall have the right (but not the obligation) at any time following the full execution of this Lease and prior to the Commencement Date, to enter the Premises for the purpose of making necessary inspections and engineering surveys (and soil tests where applicable) and other reasonably necessary tests (collectively "Tests") to determine the suitability of the Premises for Lessee's Facilities (as defined herein) and for the purpose of preparing for the construction of Lessee's Facilities. During any Tests or pre-construction work, Lessee will have insurance as set forth in Section 14, Insurance. Lessee will notify Lessor of any proposed Tests or pre-construction work and will coordinate the scheduling of same with Lessor. If Lessee determines that the Premises are unsuitable for Lessee's contemplated use, then Lessee will notify Lessor and this Lease will terminate.

(b) Lessee has the right to construct, maintain, install, repair and operate on the Premises radio communications facilities, including but not limited to, radio frequency transmitting and receiving equipment, batteries, utility lines, transmission lines, radio frequency transmitting and receiving antennae and supporting structures and improvements ("Lessee's Facilities"). In connection therewith, Lessee has the right to do all work necessary to prepare, add, maintain and alter the Premises for Lessee's communications operations and to install utility lines and transmission lines connecting antennas to transmitters and receivers. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Title to Lessee's Facilities and any equipment placed on the Premises by Lessee shall be held by Lessee or its equipment lessors or assigns. Lessee's Facilities shall not be considered fixtures. Lessee has the right to remove any or all of Lessee's Facilities at its sole expense on or before the expiration or termination of this Lease. Lessee will make the improvements and follow the procedures set forth in Exhibit B1 to this Agreement.

(c) Lessor shall provide Lessee, Lessee's employees, agents, contractors, subcontractors and assigns with access to the Premises twenty-four (24) hours a day, seven (7) days a week, at no charge to Lessee. Lessor represents and warrants that it has full rights of ingress to and egress from the Premises, and hereby grants such rights to Lessee to the extent required to construct, maintain, install and operate Lessee's Facilities on the Premises, and to remove them therefrom. Lessee's exercise of such rights shall not cause undue inconvenience to Lessor.

(d) Lessor shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow reasonable access. Lessor shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by Lessee's use of such roadways. If Lessee causes any such damage, it shall promptly repair same.

(e) Lessee shall have the right to install utilities, at Lessee's expense, and to improve the present utilities on or near the Premises (including, but not limited to the installation of emergency back-up power). Subject to Lessor's approval of the location, which approval shall not be unreasonably withheld, Lessee shall have the right to place utilities on (or to bring utilities across) Lessor's Property in order to service the Premises and Lessee's Facilities. Upon Lessee's request, Lessor shall execute recordable easement(s) evidencing this right.

(f) Lessee shall fully and promptly pay for all utilities furnished to the Premises for the use, operation and maintenance of Lessee's Facilities.

(g) Upon the expiration, cancellation or termination of this Lease, Lessee shall surrender the Premises to Lessor in good condition, less ordinary wear and tear.

SITE NUMBER: WA455-01

SITE NAME: DT DES MOINES

7. Interference with Communications.

(a) Lessor acknowledges and agrees that it will not permit the installation of any additional antennas or equipment on the property, if such installation or relocation would adversely affect Lessee's space on the property or Lessee's operation, use or enjoyment of its Lessee Facilities, taking into account customary and commercially reasonable practices for multi-tenant wireless communication sites and towers thereon.

(b) Lessor shall not, and shall not permit any licensee, tenant, subtenant or other user of the property for wireless communications purposes (collectively, other than Tenant, "Other Tenants") to, (i) install or change, alter or improve the frequency, power, or type of any communications equipment that interferes with the operation of Lessee's Facilities or is not authorized by, or violates, applicable Laws or is not made or installed in accordance with good engineering practices, or (ii) implement a configuration which interferes with the operation of Lessee's Facilities.

(c) In the event of any interference occurring at the property as a result of any actions of Lessor or any Other Tenants described in Section 7(b) above, Lessor shall be responsible for coordinating and resolving any such interference problems caused by Lessor or such Other Tenants, including, without limitation, using its best efforts to correct and eliminate the interference within forty-eight (48) hours of receipt of notification from Lessee and, if appropriate, performing an interference study in accordance with industry-standard procedures and practices. If the interference cannot be corrected or eliminated within such 48-hour period, Lessor shall cause, at Lessor's option, any of Lessor's or its Other Tenants' communications equipment that interferes with the operation of Lessee's Facilities or Lessee's authorized frequency spectrum or signal strength, to be immediately powered down or turned off, with the right to turn such interfering equipment back up or on only during off-peak hours specified by Lessee in order to determine whether such interference continues or has been eliminated; provided, however, that if any interference continues at the time the interfering equipment is powered down, the communications equipment that interferes with the operation of Lessee's Facilities shall be turned off. If Lessor or any such Other Tenant cannot correct or eliminate, to the satisfaction of Lessee, such interference within twenty (20) days of receipt of written notice from Lessee, Lessor shall or shall cause such Other Tenant to cease the operations of the objectionable communications equipment and to stop providing services from the property until the interference problems are resolved. In no event will Lessor be liable for any consequential damages (including, without limitation, lost profits) arising from any such interference.

(d) Lessee shall not (i) install or change, alter or improve the frequency, power, or type of any communications equipment that interferes with the operation of Lessor's or any Other Tenant's communications equipment installed at the property or in the vicinity, or is not authorized by, or violates, applicable Laws or is not made or installed in accordance with good engineering practices, or (ii) implement a configuration which interferes with the operation of Lessor's or any Other Tenant's communications equipment installed at the property or in the vicinity.

(e) In the event of any interference occurring at the property or in the vicinity as a result of any actions of Lessee described in Section 7(d) above, including but not limited to interference with radio, television, telephone or public safety communications, Lessee shall be responsible for coordinating and resolving any such interference problems caused by Lessee, including, without limitation, using its best efforts to correct and eliminate the interference within forty-eight (48) hours of receipt of notification from Lessor. If the interference cannot be corrected or eliminated within such 48-hour period, Lessee shall cause any of Lessee's communications equipment that interferes with the operation of Lessor's or any Other Tenant's communications equipment or their authorized frequency spectrum or signal strength, to be immediately powered down or turned off, with the right to turn such interfering equipment back up or on only during off-peak hours specified by Lessor in order to determine whether such interference continues or has been eliminated; provided, however, that if any interference continues at the time the interfering equipment is powered down, the communications equipment that interferes with the operation of Lessor's or any Other Tenant's communications equipment shall be turned off. If Lessee cannot correct or eliminate, to the satisfaction of Lessor, such interference within twenty (20) days of receipt of written notice from Lessor, Lessee shall cease the operations of the objectionable communications equipment and stop providing services from its Facilities until the interference problems are resolved. In no event will Lessee be liable for any consequential damages (including, without limitation, lost profits) arising from any such interference.

SITE NUMBER: WA435-01

SITE NAME: DT DES MOINES

8. Taxes

(a) Lessee shall pay all personal property taxes assessed against Lessee's Facilities and shall pay, if applicable, the leasehold tax levied by Chapter 82.29A RCW.

(b) Lessor shall pay all real property taxes and all other taxes, fees and assessments attributable to the Premises or this Lease.

9. Termination

(a) This Lease, in addition to any other remedies which may be pursued in law or in equity, may be terminated by either party upon a material default of any covenant, condition, or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default. This Lease may be terminated by Lessee without further liability for any reason or for no reason, provided Lessee delivers written notice of termination to Lessor prior to the Commencement Date.

(b) This Lease may also be terminated by Lessee without further liability on thirty (30) days prior written notice (i) if Lessee is unable to reasonably obtain or maintain any certificate, license, permit, authority or approval from any governmental authority, thus, restricting Lessee from installing, removing, replacing, maintaining or operating Lessee's Facilities or using the Premises in the manner described in Paragraph 2 above; or (ii) if Lessee determines that the Premises are not appropriate for its operations for environmental reasons.

(c) This Lease may be terminated by Lessee upon thirty (30) days written notice for economic or technological reasons, including without limitation, signal strength, coverage or interference, so long as Lessee pays Lessor a termination fee equal to six (6) months Rent, at the then current rate.

10. Redevelopment. Subject to the other provisions of this Lease, in the event Lessor desires to redevelop, modify, remodel or in any way alter its property and any improvements thereon ("Redevelopment"), Lessor shall in good faith use its best effort to fully accommodate Lessee's continuing use of the Premises. Should any proposed Redevelopment necessitate the relocation of the Premises or Lessee's Facilities, and/or any alterations to Lessee's Facilities (subject to Lessee's prior written consent, which consent may be withheld in Lessee's discretion), Lessee shall relocate or make the necessary alterations, at Lessor's sole cost, expense and risk; provided however, that Lessor has provided Lessee with no less than one year prior written notice of Lessor's proposed Redevelopment. Upon demand from Lessee, Lessor shall reimburse Lessee for any costs or expenses arising out of, or associated with, such relocation or alteration. Lessor shall only be entitled to relocate Lessee's Facilities as set forth above following the expiration of the second (2nd) renewal term. Lessor shall not be entitled to relocate Lessee more than one (1) time during the term of this Lease.

11. Destruction of Premises. If the Premises or Lessor's Property is destroyed or damaged so as in Lessee's judgment, to hinder its effective use of Lessor's Property, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying Lessor no more than 30 days following the date of damage or destruction.

12. Condemnation. If a condemning authority takes all or a portion of Lessor's Property, which in Lessee's opinion is sufficient to render the Premises unsuitable for Lessee's use, then Lessee may terminate this Lease as of the date when possession is delivered to the condemning authority. In any condemnation proceeding each party shall be entitled to make a claim against the condemning authority for just compensation (which for Lessee shall include, the value of Lessee's Facilities, moving expenses, prepaid rent, business dislocation expenses, bonus value of the lease and any other amounts recoverable under condemnation law). Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain, shall be treated as a taking by a condemning authority.

13. Indemnification

(a) Lessee agrees to indemnify, defend and hold Lessor harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly out of the installation, use, maintenance, repair or removal of the Communication Facility or Lessee's breach of any provision of this Agreement, except to the extent

SITE NUMBER: WA455-01

SITE NAME: DT DES MOINES

attributable to the negligent or intentional act or omission of Lessor, its employees, agents or independent contractors.

(b) Lessor agrees to indemnify, defend and hold Lessee harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly out of the actions or failure to act of Lessor or its employees or agents, or Lessor's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Lessee, its employees, agents or independent contractors

14. Insurance. Lessee shall maintain the following insurance: (1) Commercial General Liability with limits of \$5,000,000.00 per occurrence, covering Lessee's use, occupancy and operations on the Premises; (2) Automobile Liability with a combined single limit of \$1,000,000.00 per accident; (3) Workers Compensation as required by law; and (4) Employer's Liability with limits of \$1,000,000.00 per occurrence. Each party to this Lease shall each maintain standard form property insurance ("All Risk" coverage) equal to at least 90% of the replacement cost covering their respective property. Each party waives any rights of recovery against the other for damages or loss due to hazards covered by their property insurance and each party shall require such insurance policies to contain a waiver of recovery against the other. Lessee shall name Lessor as an additional insured with respect to the above Commercial General Liability insurance. Lessee shall have the right to self-insure with respect to any of the above insurance.

15. Assignment/Sublease/Additional Users.

(a) Lessee may assign or sublet this Lease at any time to any of Lessee's partners or affiliates. Any other assignment or sublease requires Lessor's prior written approval.

(b) Approval by Lessor of an assignment or sublease shall not be unreasonably withheld, however it shall not be deemed unreasonable for Lessor to refuse to consent to an assignment or sublease without reasonable additional compensation to Lessor for additional users of the premises and/or facilities.

(c) Lessee shall, to the extent technology and space permit and to the extent that it does not interfere with Lessee's operations or other rights herein, make the facility available to maximize joint use by existing or future users of the property, including Lessor or other lessees of Lessor. Lessee shall be permitted to charge reasonable value to any joint user, other than Lessor, for use of Lessee's facilities or structures

16. Title and Quiet Enjoyment.

(a) Lessor represents and warrants that it has full right, power, and authority to execute this Lease. Lessor further warrants that Lessee shall have quiet enjoyment of the Premises during the Term of this Lease or any Renewal Term. Lessor hereby represents and warrants that it has obtained all necessary approvals and consents, and has taken all necessary action to enable Lessor to enter into this Lease and allow Lessee to install and operate Lessee's Facilities on the Premises, including without limitation, approvals and consents as may be necessary from other tenants, licensees and occupants of Lessor's Property.

(b) Lessee has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Lessee, such title report shows any defects of title or any liens or encumbrances which may adversely affect Lessee's use of the Premises, Lessee shall have the right to terminate this Lease immediately upon written notice to Lessor.

17. Repairs/Removal/Restoration.

(a) All portions of the Communication Facility brought onto the property by Lessee will be and remain Lessee's personal property and Lessee shall properly maintain and repair all of its property in a timely and workmanlike manner, however, the light standard structure will become property of Lessor upon completion of construction of the Communication Facility. Lessee shall be responsible for maintenance of the light standard structure. Lessor's lighting equipment and associated wiring and cables shall be maintained by Lessor.

(b) Lessee shall not be required to make any repairs to the Premises except for damages to the Premises caused by Lessee, its employees, agents, contractors or subcontractors

SITE NUMBER: WA455-01

SITE NAME: DT DES MOINES

(c) Within sixty (60) days of the termination of this Agreement, Lessee will remove all Lessee improvements, with the exception of the light standard structure, and will restore the property to its original conditions, less ordinary wear and tear.

18. Environmental. Lessor represents that the Premises have not been used for the generation, storage, treatment or disposal of hazardous materials, hazardous substances or hazardous wastes. In addition, Lessor represents that no hazardous materials, hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyls (PCBs), petroleum or other fuels (including crude oil or any fraction or derivative thereof) or underground storage tanks are located on or near the Premises. Notwithstanding any other provision of this Lease, Lessee relies upon the representations stated herein as a material inducement for entering into this Lease.

19. Mediation/Arbitration.

(a) If a dispute, other than a disagreement regarding "market rent," arises from or relates to this Agreement or the breach thereof, and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under the American Arbitration Association's Rules before resorting to arbitration. The mediator may be selected by agreement of the parties or through the American Arbitration Association. Following mediation, any unresolved controversy or claim arising from or relating to this Contract or breach thereof shall be settled through arbitration which shall be conducted under the American Arbitration Association's Arbitration Rules. The arbitrator may be selected by agreement of the parties or through the American Arbitration Association. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

(b) Any dispute regarding "market rent" for the premises shall be resolved in accordance with Section 5 (b), above.

20. Miscellaneous.

(a) Notices shall be in writing and shall be delivered to:

<u>Lessee:</u>	<u>with a copy to:</u>	<u>and with a copy to:</u>
Cingular Wireless Lease Administration	Counsel - West Region	Cingular Wireless
6100 Atlantic Boulevard	Cingular Wireless	2445 - 140 th Avenue NE
1 st Floor	3345 Michelson Drive	Suite 202
Mail Code: GAN02	Suite 100	Bellevue, WA 98005
Norcross, GA 30071	Irvine, CA 92612	Attn: Property Manager

and to Lessor, Attn: City Manager, to the address given at the beginning of this Lease, or to the address specified in the most recent written notice of any change in address. Delivery of notices shall be made by hand, U.S. mail return receipt requested or reliable overnight courier.

(b) If Lessee is to pay Rent to a payee other than the Lessor, Lessor shall notify Lessee in advance in writing of the payee's name and address.

(c) The substantially prevailing party in any legal claim arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(d) Subordination. Lessor shall obtain for the benefit of LESSEE a commercially reasonable subordination, non-disturbance and attornment agreement (a "Non-Disturbance Agreement") from each holder of a mortgage, deed of trust, deed to secure debt or other similar instrument now or hereafter encumbering the Leased Property (a "Mortgage"), confirming that Lessee's right to quiet possession of the Leased Property during the term of this Agreement (including any extensions thereof) shall not be disturbed as long as LESSEE is not in default hereunder. No such subordination shall be effective unless the holder of such Mortgage shall, either in the Mortgage itself or in a separate agreement with LESSEE, agree that in the event of a foreclosure, or conveyance in lieu of foreclosure, of Lessor's interest in the Leased Property, such holder shall recognize and confirm the validity and existence of this Agreement and the rights of Lessee hereunder, and this Agreement shall continue in full force and effect and Lessee shall have the right to continue its use and occupancy of the Leased Property in accordance with

SITE NUMBER: WA455-01

SITE NAME: DT DES MOINES

the provisions of this Agreement as long as Lessee is not in default of this Agreement beyond applicable notice and cure periods. Lessee shall execute in a timely manner whatever instruments may reasonably be required to evidence the provisions of this paragraph. In the event the Leased Property is encumbered by one or more Mortgages on the Commencement Date, Lessor, no later than thirty (30) days after the Commencement Date, shall obtain and furnish to Lessee a Non-Disturbance Agreement in recordable form from the holder of each such Mortgage.

(e) If any provision of the Lease is invalid or unenforceable with respect to any party, the remainder of this Lease or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

(f) Terms and conditions of this Lease, which by their sense and context survive the termination, cancellation or expiration of this Lease, will so survive.

(g) This Lease shall be governed under Washington law, and be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(h) Upon request, either party may require that a Memorandum of Lease attached as Exhibit C be recorded confirming the (i) Lease commencement, (ii) expiration date of the Term, and (iii) the duration of any Renewal Terms.

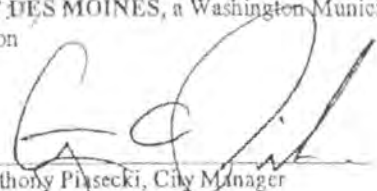
(i) This Lease constitutes the entire Lease between the parties, and supersedes all understandings, offers, negotiations and other leases concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments, modifications or waivers of any of the terms and conditions of this Lease must be in writing and executed by both parties.

IN WITNESS WHEREOF, the parties have entered into this Lease effective as of the date first above written.

LESSOR:

CITY OF DES MOINES, a Washington Municipal Corporation

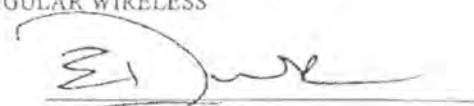
By:


Anthony Pisecki, City Manager
City of Des Moines

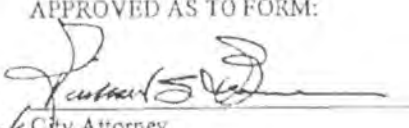
LESSEE:

PACIFIC BELL WIRELESS NORTHWEST, LLC,
a Delaware limited liability company, d/b/a
CINGULAR WIRELESS

By:


E. Bon MacLeod
Seattle Network Director

APPROVED AS TO FORM:


City Attorney

SITE NUMBER: WA455-01

SITE NAME: DT DES MOINES

LESSOR'S ACKNOWLEDGMENT:

STATE OF WASHINGTON)
) SS.
 COUNTY OF KING)

I certify that I know or have satisfactory evidence that Anthony Piasecki is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the City Manager of the City of Des Moines, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 8/11/03



Angela M. Chaufly
 (Signature of Notary)
Angela M. Chaufly
 (Legibly Print or Stamp Name of Notary)
 Notary Public in and for the State of Washington
 My appointment expires: 4/9/04

SITE NUMBER: WA455-01

SITE NAME: DT DES MOINES

CINGULAR'S ACKNOWLEDGMENT:

STATE OF WASHINGTON)
) SS.
 COUNTY OF KING)

I certify that I know or have satisfactory evidence that **E. Don MacLeod** is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Seattle Network Director of **Cingular Wireless**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 29 August 2003

Notary Seal

Alma N. Newgard
 (Signature of Notary)
ALMA N. NEWGARD
 (Legibly Print or Stamp Name of Notary)
 Notary Public in and for the State of Washington
 My appointment expires: March 24, 2005

SITE NUMBER: WA455-01

SITE NAME: DT DES MOINES

EXHIBIT A

LEGAL DESCRIPTION OF LESSOR'S PROPERTY

Lessor's Property, situated in the County of King, State of Washington, of which the Premises are a part, is legally described as follows:

Legal Description:

(Type or copy the full legal description from the title report, or check here ☒ and attach survey as Exhibit A, Page 2.)

SITE NUMBER: WA455-01

SITE NAME: DT DES MOINES

EXHIBIT B

DESCRIPTION OF PREMISES

The Premises consist of those areas described/shown below and where Lessee's communications antennae, equipment, cables and utilities occupy Lessor's Property. The Premises and the associated utility connections and access, including easements, ingress, egress, dimensions, and locations as described/shown below, are approximate only and may be adjusted or changed by Lessee at the time of construction to reasonably accommodate sound engineering criteria and the physical features of Lessor's Property.

(Insert drawing of Site below, or check here ☒ and attach drawing as Exhibit B, Page 2.)

A final drawing, Site Plan, or copy of a property survey substantially depicting the above will replace this Exhibit "B" when initialed by Lessor.

Notes

1. This Exhibit may be replaced by a land survey or Site Plan of the Premises once it is received by Lessee.
2. Setback of the Premises from the Lessor's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.
5. Exhibit B1, SCOPE OF WORK, attached and incorporated herein by this reference, is a part of this agreement, however the list of responsibilities included on Exhibit B1 are not exclusive of other responsibilities of the parties hereto as set forth in the Lease Agreement.

Exhibit B

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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: Council Chambers Audio/Visual
System Upgrades

FOR AGENDA OF: April 23 , 2015

DEPT. OF ORIGIN: Information Technology

ATTACHMENTS:

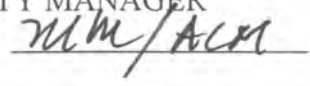
1. Advanced Broadcast Solutions Proposal &
Equipment List

DATE SUBMITTED: April 14, 2015

CLEARANCES:

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

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is to request Council approval for the purchase and installation of new audio/visual equipment for the Council Chambers and PEG channel 21 from Advanced Broadcast Solutions (ABS).

Suggested Motions

Motion 1: "I move that the Council approve the purchase agreement with Advanced Broadcast Solutions for the purchase and installation of new audio/visual equipment in the total amount of \$98,658.91, including tax, and to authorize the City Manager to enter into a contract with Advanced Broadcast Solutions and to sign the agreement substantially in the form as attached."

Background

The current A/V system has been in place since 2005 and has reached the point where it is not fully functional, vendor support has ended, and parts to maintain the system are no longer readily available.

Discussion

In 2014 staff began researching replacement A/V equipment. The initial goal was to replace equipment while keeping the same basic design. However, advances in simplifying the camera control and recording functions led us to a system that can be controlled either from the A/V room or the City Clerk station on the dais. The City Clerk running the system will be our default method, which saves us the cost of using a 3rd party videographer.

Six bids were solicited for this project and Advanced Broadcast Solutions was the lowest submitted bid. This vendor also has the knowledge and expertise required to fulfill the contract.

Financial Impact

The \$98,658.91 (includes tax) cost of hardware and installation will be funded from the Computer Replacement fund. During the 2015 budget process \$105,000 was approved for this project.

Alternatives

The Council could decide not to approve the Agreement. Council meetings would continue to be audio recorded using temporary equipment but video recording and live streaming would not be available.

Recommendation or Conclusion

Staff recommends Council approve the suggested motions.

Concurrence

The Finance Department concurs with this recommendation.



SYSTEM PROPOSAL



City of Des Moines
Council Chamber AV System
2045 South 216th Street
Des Moines, WA 98198

811 South 192nd Street; Suite 100
SeaTac, Washington 98148
206.870.0244
www.advancedbroadcastsolutions.com



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As President of Advanced Broadcast Solutions and on behalf of my associates here, I would like to thank you for the opportunity to be your partner in the design of the Council Chambers AV System.

One of the greatest benefits offered by ABS is that we are big enough to easily complete your project cost effectively and on-time, but small enough that I am just a phone call away at 206-890-2598 (mobile).

All of us at Advanced Broadcast Solutions would like to again thank you for this opportunity.

Warmest regards,

A handwritten signature in black ink, appearing to read "Mark Siegel". The signature is fluid and cursive, with a large, sweeping "M" and "S".

Mark Siegel
President
Advanced Broadcast Solutions



PROJECT DESCRIPTION

City of Des Moines is looking to improve the Council Chamber audio system and convert the video system to HD.

CURRENT ISSUES

- Microphones are nearing end of life and crackle when the goosenecks are repositioned
- Overall sound quality is poor
- Cameras are too high and need to be repositioned
- All equipment is currently located in a rack inside the Council Chamber and is unsightly
- Polycom system for court isn't integrated into the installed system

SCOPE OF SERVICES

REMOVAL OF EQUIPMENT

ABS will remove the following equipment from the Council Chamber prior to integration:

1. Equipment rack
2. Cameras
3. Gooseneck microphones

ABS will remove the following equipment from the Control Room prior to integration:

1. Equipment rack
2. Unused equipment from the console

AUDIO SYSTEM

1. ABS will provide and install Sennheiser microphones with PPT (push-to-talk) desktop stands
2. ABS will provide and integrate a power amplifier with the existing Council Chamber speakers
3. ABS will integrate the existing Polycom audio into the system, and add audio monitoring to the Control Room
4. ABS will integrate the existing wireless microphones into the system and be located in the control room rack
5. All audio levels will be automixed by a Lectrosonics DSP (digital signal processor) to feed the speakers and on-air program video feed.



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CAMERAS / VIDEO INPUTS

1. ABS will provide and install four (4) Panasonic PTZ cameras near the existing camera locations (will be mounted lower) utilizing the existing camera mounts
2. ABS will provide and integrate a video interface for the presentation computer in the movable podium
3. ABS will integrate the Polycom camera into the video system

SWITCHING / ROUTING

1. ABS will provide and install a Broadcast Pix video switcher with integrated clip player, CG (computer graphics) and multi-viewer in the Control Room
2. ABS will provide and install a Black Magic video router in the Control Room for distribution of video signals
3. ABS will provide one (1) touchscreen monitor in the Control Room and one (1) in the Council Chamber Clerk position for control of the Broadcast Pix video switcher
4. ABS will integrate the existing Council Chamber projector, LCD, and lobby LCD into the video system

DISTRIBUTION / PLAYOUT

1. ABS will provide and install one (1) Tightrope multi-format server that includes automation control of the Black Magic router
2. ABS will provide and install one (1) Tightrope on-air CG (computer graphics) bulletin board generator with scheduling controlled by the automation controller
3. ABS will provide and install a Black Magic video scope for monitoring the on-air audio/video signal

CONTROL

1. ABS will provide and install a simple touch panel in the Council Chamber to control power on/off of the projector and LCD's, and provide capability of adjusting audio volume in the room. Video source switching will be a manual operation at the video router.



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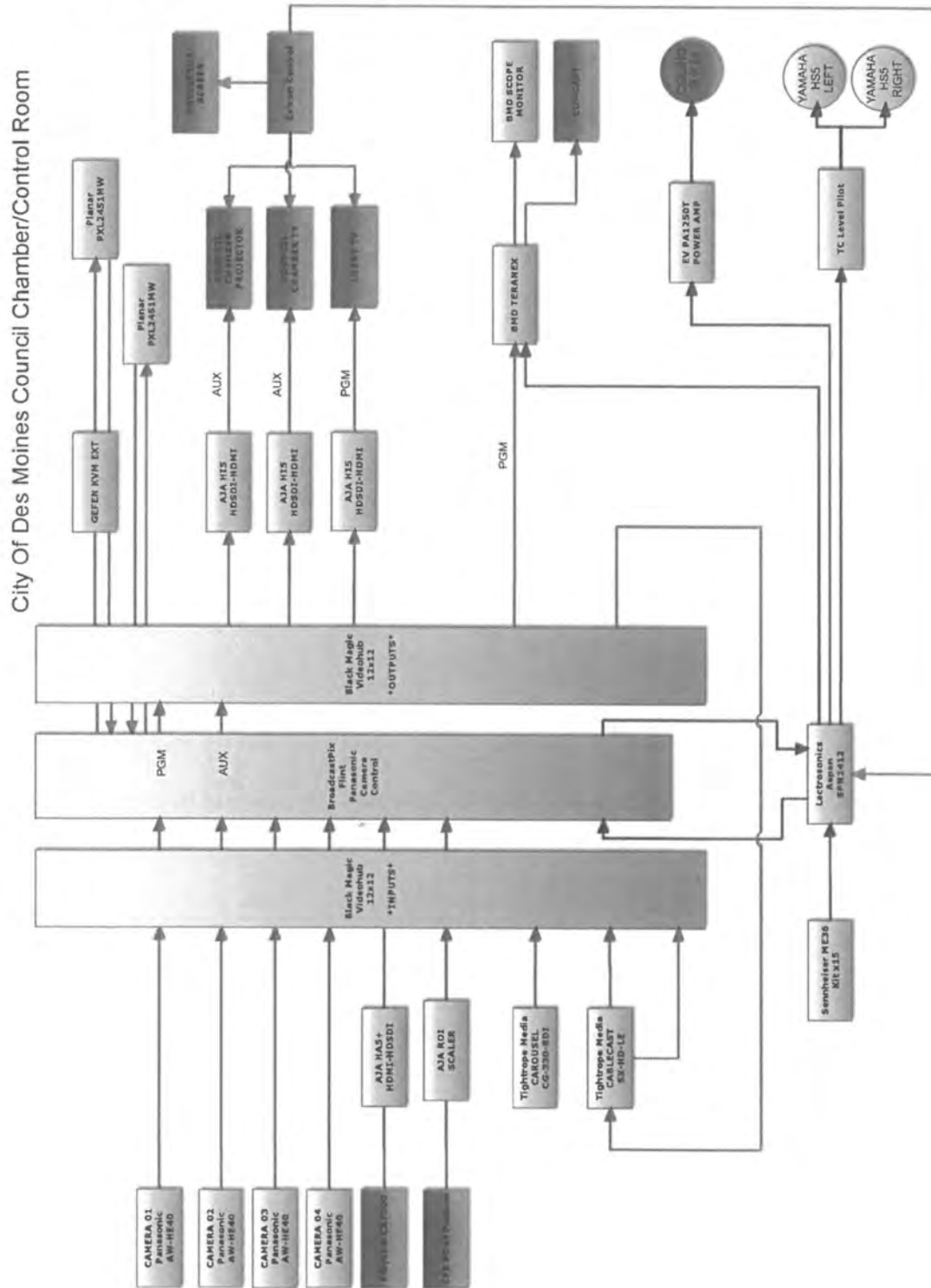
CLIENT IS RESPONSIBLE FOR:

1. Disposal of old/unused equipment removed by ABS
2. Pulling ABS supplied wire to all locations as designated in ABS project documentation
3. Providing a computer at the podium location
4. Drywall patches and painting of old camera locations



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CONCEPTUAL DESIGN





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811 SOUTH 192ND STREET, #100
 Seatac, WA. 98148-2207
 Ph: (206) 870-0244
 Fax: (206) 299-9990

Estimate

Date	2/2/2015
Quotation #	16427
Rep	MS
Account #	
Project	

Bill To:
City of Des Moines Dale Southwic

Ship To:

FOB	Terms	Ship Via	Valid Until	P.O. No.
Origin	Net 30	Ground	3/4/2015	

Item	Description	Qty	Unit	Total
ME36	***AUDIO*** Sennheiser Electronic - IS Series lobar mini shotgun condenser capsule head, includes windscreen (2.0 oz)	15	200.00	3,000.00T
MZH3015	Sennheiser Electronic - IS Series 6 in (15 cm) single flex gooseneck with 3 pin XLR connector (3.0 oz)	15	125.00	1,875.00T
MZTX31PTT	Sennheiser Electronic - IS Series table stand with push-to-talk button, 3 pin XLR connectors	15	167.00	2,505.00T
SPN2412	Lectrosonics DIGITAL MATRIX AUDIO PROCESSOR, 24 IN, 12 OUT, ASPEN NET	1	3,960.00	3,960.00T
PA 1250T 120V	Electro-Voice Single Channel Class AB Commercial Power Amplifier, 1 x 270 watts at 70V/100V only, Compact 2RU Chassis, 100/120 vac operation	1	430.00	430.00T
HS5-CA	Yamaha Powered monitor speakers, Black finish.	2	175.00	350.00T
Level Plot	TC Electronics Balanced Level Control	1	70.00	70.00T
TX-12	RDL - TX-12 - Unbalanced Input Transformer	2	60.00	120.00T
TX-1A	Radio Design Labs - TX-1A - Balanced to Unbalanced Transformer - Adjustable	2	42.54	85.08T
	AUDIO SUBTOTAL			12,395.08

All quotes are valid for 30 days unless otherwise noted.
 By signing above, the purchaser/licensee acknowledges that the purchaser/licensee read and agrees to the terms and conditions set forth by ABS and quoted vendors. ABS terms and conditions supersede any and all purchase orders and other documents relating to the system or the purchase or license thereof. Purchaser/licensee is subject to shipping/handling and 3% credit card processing fees incurred related to order, unless otherwise stated.

Subtotal

Sales Tax (9.5%)

Total

Signature _____



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Item	Description	Qty	Unit	Total
AW-HE40SWPJ	***CAMERAS / VIDEO INPUTS*** Panasonic - PTZ Camera with HD-SDI Output (White)	4	3,500.00	14,000.00T
POE+ INJECTOR	Generic POE+ Injector Adapter	4	50.00	200.00T
HAS-Plus	AJA Video Systems - HDMI to 3G-SDI with DSLR format support, includes 1-meter HDMI cable	1	350.00	350.00T
ROI	AJA Video Systems - ROI - Mini-Converter allows high quality conversion and realtime scaling of computer DVI-D and HDMI outputs to baseband video over SDI [DWP Included]	1	900.00	900.00T
	CAMERAS / INPUTS SUBTOTAL			15,450.00
Flint LS	***SWITCHING / ROUTING*** Flint System with 4 HD/SD SDI and 2 HDMI/analog inputs + 8 channels of clips and graphics. System has HD switcher with up to 6 inputs, plus 2 channels clips and 6 channels graphics. Outputs Adobe Flash Stream, plus video in HDMI, Analog component, composite, Y/C (and 2 HD/SD SDI on LS model). 3 keys, each has a DVE for PiP.	1	11,000.00	11,000.00T

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Subtotal
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Total

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Origin	Net 30	Ground	3/4/2015	
Item	Description	Qty	Unit	Total
	250GB Clip store holds up to 30 hours of H.264, ProRes and DNxHD clips as well as QuickTime animations. Harris GS CG (Character Generator). Fluent-View monitoring is customizable on 2 monitors with all inputs, file libraries, keys, 2 outputs, clocks and touch-screen enabled. Fluent-Macros automate effects. Virtual Sets with set editor. Network and cloud file-based workflow with Fluent Watch-folders. 3 panel licenses for physical and SoftPanels. Device control of AJA recorders Constant system delay. Flint V1 software. 3RU. Keyboard, mouse, quickstart guide and PDF owners manual. Monitors not included.			
802	Broadcast Pix - Panasonic Camera Control, Control up to 9 Panasonic cameras, software only.	1	0.00	0.00T
601	Broadcast Pix - On site Training: First Day. Includes expenses in North America, with 4 weeks notice.	1	2,000.00	2,000.00T

All quotes are valid for 30 days unless otherwise noted.

By signing above, the purchaser/licensee acknowledges that the purchaser/licensee read and agrees to the terms and conditions set forth by ABS and quoted vendors. ABS terms and conditions supersede any and all purchase orders and other documents relating to the system or the purchase or license thereof. Purchaser/licensee is subject to shipping/handling and 3% credit card processing fees incurred related to order, unless otherwise stated.

Subtotal

Sales Tax (9.5%)

Total

Signature _____



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FOB	Terms	Ship Via	Valid Until	P.O. No.
Origin	Net 30	Ground	3/4/2015	

Item	Description	Qty	Unit	Total
602	Broadcast Pix - On site Training: Each additional day, to extend the training session in Option 601.	1	1,500.00	1,500.00T
PCT2485	Planar - PCT2485 - 24W multi-touch LED LCD, Analog, HDMI, DisplayPort	2	415.00	830.00T
EXT-CAT5-1600HD	DVI KVM USB Extender over 2 CAT-6A Cables	1	1,200.00	1,200.00T
BMD-VHUBSMART6G1212	Blackmagic Design - Smart Videohub 12x12	1	1,395.00	1,395.00T
HIS-PLUS	AJA - HIS-PLUS - 3G-SDI to HDMI with PsF to P support, includes 1-meter HDMI cable	3	375.00	1,125.00T
S26e	Pakedge 24 Port Gigabit Ethernet Switch with 2-SFP Ports	1	420.00	420.00T
	SWITCHING / ROUTING SUBTOTAL			19,470.00
CBL-SXLEHD-320	***DISTRIBUTION / PLAYOUT*** Tightrope One SD/HD channel decode, one channel SD/HD encode, multi-format server with 4TB of storage in a 1 rack unit chassis. Selectable SD or HD SDI with embedded audio. Upconverts 480i to 1080i and Downconverts 1080i to 480i. Includes Cablecast Automation and Carousel Server Software. 6 hours of installation support and end user training are included.	1	10,670.00	10,670.00T

All quotes are valid for 30 days unless otherwise noted.
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Subtotal
 Sales Tax (9.5%)
 Total

Signature _____



Providing Solutions To Tell Stories With Technology



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Origin	Net 30	Ground	3/4/2015	

Item	Description	Qty	Unit	Total
CBL-CG330-SDI	Tightrope Carousel bulletin board configured for broadcast in a 1RU chassis. All Carousel features as well as interface with the Cablecast schedule for display of "Airs Again On", "Coming up Next" and Cablecast schedule bulletins updated dynamically throughout the day. 2 hours of installation support and end user training are included	1	3,115.00	3,115.00T
BMD-HDL-SMTWSCOPEDU04K	Blackmagic Design - BMD-HDL-SMTWSCOPEDU04K - SmartScope Duo 4K; Rack Mounted Dual 6G-SDI Monitors	1	930.00	930.00T
BMD-TERANEX2D422	Blackmagic Designs - (BMD-TERANEX2D422) Teranex 2D Processor	1	1,850.00	1,850.00T
	DISTRIBUTION / PLAYOUT SUBTOTAL			16,565.00
60-1071-02	***CONTROL*** Extron Electronics - IPCP 505, IP Link Control Processor	1	1,830.00	1,830.00T
60-548-02	Extron TLP 700TV 7" Tabletop TouchLink Touchpanel	1	1,760.00	1,760.00T
	CONTROL SUBTOTAL			3,590.00

All quotes are valid for 30 days unless otherwise noted.
 By signing above, the purchaser/licensee acknowledges that the purchaser/licensee read and agrees to the terms and conditions set forth by ABS and quoted vendors. ABS terms and conditions supersede any and all purchase orders and other documents relating to the system or the purchase or license thereof. Purchaser/licensee is subject to shipping/handling and 3% credit card processing fees incurred related to order, unless otherwise stated.

Subtotal
 Sales Tax (9.5%)
Total

Signature _____



Providing Solutions To Tell Stories With Technology



811 SOUTH 192ND STREET, #100
 Seatac, WA. 98148-2207
 Ph: (206) 870-0244
 Fax: (206) 299-9990

Estimate

Date	2/2/2015
Quotation #	16427
Rep	MS
Account #	
Project	

Bill To:
City of Des Moines Dale Southwic

Ship To:

FOB	Terms	Ship Via	Valid Until	P.O. No.
Origin	Net 30	Ground	3/4/2015	
Item	Description	Qty	Unit	Total
ABS Integration	***INTEGRATION & MATERIALS*** ABS - Design, Documentation and Integration Services per attached Scope of Work	1	18,080.00	18,080.00T
ABS RACK	Middle Atlantic - 36" 44RU Rack w/ Power Grounding.	1	1,500.00	1,500.00T
9451 0101000	Belden - 22-1P STR TNC PPE FOIL SHD, PVC JKT CM 300V 60C BLK ROHS	6	131.43	788.58T
1694A 0101000	Belden - Serial Digital Coax RG-6U 18AWG REEL PE/GIFHDPE SH FR PVC - 1000ft (BLACK)	2	380.40	760.80T
MISC-Cabling	ABS Misc Cabling & Connectors	1	700.00	700.00T
Misc Materials- Sale	ABS - Materials for System Integration	1	350.00	350.00T
	INTEGRATION & MATERIALS SUBTOTAL			22,179.38
Freight	Estimated Freight		450.00	450.00T

All quotes are valid for 30 days unless otherwise noted.
 By signing above, the purchaser/licensee acknowledges that the
 purchaser/licensee read and agrees to the terms and conditions set forth
 by ABS and quoted vendors. ABS terms and conditions supersede any
 and all purchase orders and other documents relating to the system or
 the purchase or license thereof. Purchaser/licensee is subject to
 shipping/handling and 3% credit card processing fees incurred related to
 order, unless otherwise stated.

Subtotal \$90,099.46
 Sales Tax (9.5%) \$8,559.45
 Total \$98,658.91

Signature _____



Providing Solutions To Tell Stories With Technology

ACCEPTANCE OF PROPOSAL

City of Des Moines

Advanced Broadcast Solutions

Print

Print

Signature

Signature

Date

Date



Providing Solutions To Tell Stories With Technology

COMPANY PROFILE

At Advanced Broadcast Solutions (ABS), we provide solutions to tell stories with technology. From single camera solutions to complete broadcast facilities, ABS has been at the forefront in the design, integration and installation of digital and high definition television systems since 2004. With over 1,500 installed systems, ranging from broadcast television groups, local stations, corporate, house of worship, public access facilities and educational facilities. ABS has earned high marks for providing technologically superior solutions that are affordable. The common thread in all of these projects has been the goal of providing our clients with the best mix of features and technology balanced by functionality and value. Just as important is the commitment by all ABS personnel to listen to the customers' needs and provide an overall solution that exceeds those stated goals. Each client's needs are unique: so are the solutions that we offer.

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Modifications to the Marina Facilities Lease Between the City and CSR Marine South, Inc.

ATTACHMENTS:

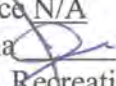
1. Addendum No. 2 to the Marina Facilities Lease.
2. Revised "Exhibit A"
3. June 9, 2009 Lease.

FOR AGENDA OF: April 23, 2015

DEPT. OF ORIGIN: Marina

DATE SUBMITTED: April 14, 2015

CLEARANCES:

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

APPROVED BY CITY MANAGER

FOR SUBMITTAL 

Purpose and Recommendation

Staff is asking for the Council's approval of Addendum 2 which would increase the monthly rental rate by \$858 in exchange for additional yard space.

Suggested Motion

Motion: "I move that the Council approve Addendum 2 to the June 9, 2009 Marina Facilities Lease between the City and CSR Marine South, Inc., adding additional yard space, and increasing the monthly rental rate from \$7,327.00 to \$8,185.00."

Background

In 2002, the owners of CSR purchased the business known as the Block & Tackle Boatyard. The purchase included the assignment of the lease the owners of the Block & Tackle Boatyard had with the City at that time. That Lease expired in 2007 and the City negotiated a new Lease with the owners of CSR that was signed in its current form in early 2009. The Lease term is five years with tenant options to extend.

When the North Marina Combined Project was completed in 2010 and the new travel lift and travel lift pier went into operation, CSR was able to haul and service significantly larger vessels. At that time they

requested more yard space and the Marina staff was able to enlarge the boat yard by moving the north fence about 22 feet to the north and by enclosing the area on the south side of the boat yard shop building that was formerly part of the foot print of the old Breakers Restaurant and the location of the HazMat Storage Building. The additions increased the size of the work yard by about 5900 square feet. At that time the monthly rental rate increased by \$769.

Discussion

The operators of the boat yard have continued to expand their business. Not only are they hauling larger vessels, they have developed a significant trailerable boat business as well. Earlier this year they asked the Marina staff to think about ways they could get more yard space so they could keep all of their activities and equipment inside the fenced area.

At the same time, staff has been working with CSR Marine to bring the boatyard into compliance with the Department of Ecology's Storm Water regulations. The regulations require that all of the storm water that falls on the boatyard is treated to remove heavy metals and hydrocarbons before it can be discharged to the Puget Sound. To date, CSR has installed a RainEX storm water treatment system and the staff has installed concrete curbs and trench drains to isolate and collect storm water from most of the boat yard. There is a 5,000 square foot plus area on the south side of the boatyard that is not isolated from the rest of the parking lot and the storm water that falls on this area is still collected and discharged untreated through the existing collection system.

The proposal to move the boatyard south to the first line of curbing in the south parking lot will accomplish two things. First, it will create another 6,100 square feet of yard space for the boatyard operations. Second, it will take advantage of an existing catch basin that drains that area of the lot. The catch basin can be modified to collect the storm water and pump it back to the RainEX for treatment. The curb will prevent storm water that originates in the boatyard from mixing with storm water from the parking lots. This change would complete the isolation of the boatyard and bring it into compliance with existing regulations. The increase in the monthly rental rate in exchange for more yard area, all other terms and conditions of the current Lease remain the same.

The propose expansion would eliminate 15 parking stalls. Three of the stalls were reserved for Classic Yachts and the remainder were used mostly by the employees of the boatyard. The staff will create three or four parking stalls on the west end of the proposed expansion and reserve those spaces for Classic Yachts. Parking for the employees of the boatyard will be moved to the east side of the parking lot to an area that is underutilized now.

Alternatives

1. The Council may approve the Lease modifications, or
2. The Council may decline to approve the proposed modifications and give the staff further direction.

Financial Impact

Before the expansion the monthly rental rate was \$7,327 per month plus a maintenance fee of \$300 per month for a total annual rate of \$91,524. With the Boatyard expansion the annual rent will be \$101,820. In addition to the Boatyard, CSR Marine South, Inc., rents the 25-ton Travel Lift from the City. That rental rate is \$670 per month, plus another \$200 per month for maintenance. If this Addendum 2 is approved, the annual income from the Boatyard Lease would be \$112,260.

Staff estimates that the cost of the expansion would be about \$12,000.

CSR Marine South, Inc. has been and remains in good standing with the City and is one of our most important tenants.

Recommendation

Staff recommends that the Council approve the proposed Addendum 2 to the Lease with CSR Marine South, Inc.

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**ADDENDUM 2
TO THE MARINA FACILITIES LEASE
BETWEEN THE CITY OF DES MOINES
AND CSR MARINE SOUTH, INC.**

This is **ADDENDUM 2** to the **MARINA FACILITIES LEASE BETWEEN THE CITY OF DES MOINES AND CSR MARINE SOUTH, INC.**, dated June 9, 2009.

Section 1 of the June 9, 2009 Marina Facilities Lease is amended to read as follows:

1. PREMISES

1.1 Premises. Landlord leases to Tenant and Tenant leases from Landlord, upon the terms and conditions set forth in this Lease, the exclusive right to use and occupy certain improved real property located at the Des Moines Marina and particularly described on the revised **Exhibit A dated April 15, 2015**, attached hereto and incorporated herein by this reference. Such property shall be hereinafter referred to as "**Premises**". The Premises shall generally consist of a shop and store building with a three (3) ton hoist, a painting and lay-up building, fenced repair yard, and three (3) mooring slips on M Dock, specifically slips M-01, M-03, and M-06.

Section 5 of the June 9, 2009 Marina Facilities Lease is amended to read as follows:

5. RENT

5.1 Initial Term Rent. Beginning on June 1, 2015~~4~~ and continuing throughout the Initial Term, Tenant agrees to pay Landlord Eight Thousand one hundred eighty-five and No/100 Dollars per month, (\$8,185.00). ~~Six Thousand seven hundred forty-three and No/100 Dollars per month, (\$6,743.00)~~. In addition, Tenant shall reimburse Landlord for Landlord's costs of premises insurance and premises maintenance. It is agreed between the parties that, in addition to and above specified rent, Tenant shall pay Landlord the monthly sum of Three Hundred and 00/100 (\$300.00) as the agreed on amount of Landlord's cost to maintain and insure the leasehold premises and facilities.

All amounts due under this paragraph shall be paid by Tenant to Landlord in advance, on a monthly basis, on or before the first day of each month of this lease

On January 1st of each succeeding year of the lease up to the first option period, the rent shall be established by application of the Consumer Price Index, All Urban Consumers, Seattle – Tacoma – Bremerton, Washington Area, for the 12-month period ending August 31st of the preceding year, published by the U.S. Department of Labor, Bureau of Labor Statistics, (hereinafter, "CPI"). The rental rate for the succeeding year will be established by multiplying the baseline rate in this paragraph by the CPI and then adding that amount to the baseline rate. The result shall be the rental rate for the succeeding year and the baseline rate for calculating the rental rate for the year after the succeeding year, until the arrival of the first option period.

Ratification and Confirmation. Any acts consistent with the authority and prior to the effective date of this Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, four (4) identical counterparts of **ADDENDUM 2** to the Marina Facilities Lease between the City of Des Moines and CSR Marina South, Inc., dated June 9, 2009, each of which shall be deemed an original, have been executed by the parties this ____ day of _____, 2015.

CITY OF DES MOINES, LANDLORD

CSR MARINE SOUTH, INC., TENANT

By: _____
 Anthony A. Piasecki
 Its City Manager
 21630 11th Ave. So., Suite A
 Des Moines, WA 98198
 As directed by the Des Moines City Council
 in Open Public Meeting of June 23, 2011.

By: _____
 Scott Anderson
 Its President

 Address

 City, State, Zip

DATED this ____ day of _____,
 2015.

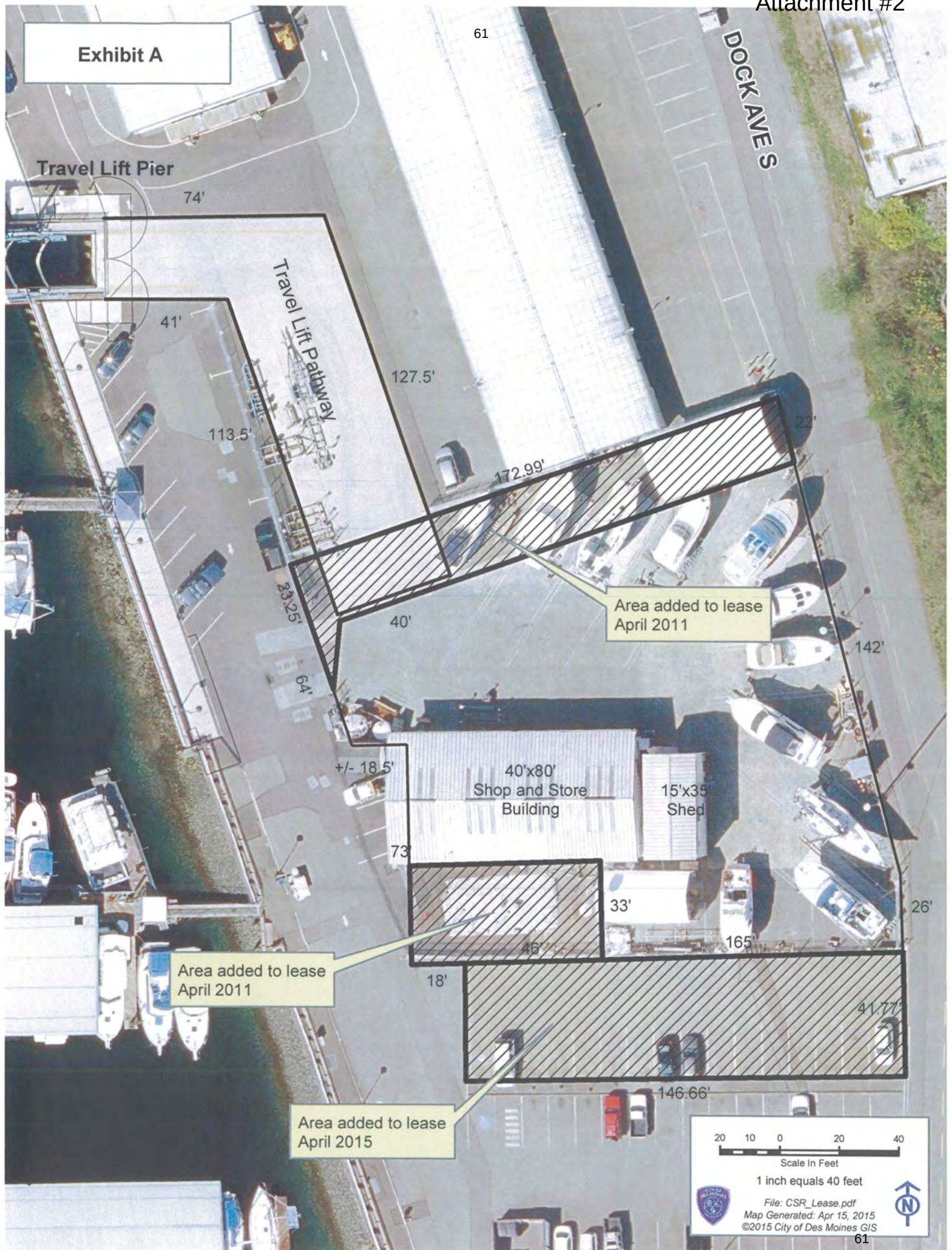
DATED this ____ day of _____,
 2015.

APPROVED AS TO FORM:

 Assistant City Attorney

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Exhibit A



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**MARINA FACILITIES LEASE
BETWEEN THE CITY OF DES MOINES
AND CSR MARINE SOUTH, INC.**

This COMMERCIAL LEASE (the "Lease"), is made by and between the **CITY OF DES MOINES**, a municipal corporation of the State of Washington ("**Landlord**"), and **CSR MARINE SOUTH, INC.**, a Washington corporation, located and doing business at CSR Marine South, Inc., 22501 Dock Avenue South, Des Moines, WA, ("**Tenant**").

1. PREMISES

1.1. Premises. Landlord leases to Tenant and Tenant leases from Landlord, upon the terms and conditions set forth in this Lease, the exclusive right to use and occupy certain improved real property located at the Des Moines Marina and as described on **Exhibit A**, attached hereto and incorporated herein by this reference. Such property shall be hereinafter referred to as "**Premises**". The Premises shall generally consist of a shop and store building with a three (3) ton hoist, a painting and lay-up building, fenced repair yard, and three (3) mooring slips on M Dock, specifically slips M-01 M-03 and M-12.

1.2. Reserved to Landlord. Landlord reserves all air rights over the Premises, the use of the roof of the Building and the right to use the land below the Premises in any manner not materially interfering with Tenant's use of the Premises, all together with reasonable access thereto.

1.3. Use of Other Marina Facilities. Marina facilities, other than leased facilities, will be available to the Tenant at the regular posted rates thereof, with the exception that Tenant shall, without additional charge, have the right to use the travel-lift pier at reasonable times for reasonable durations and be entitled to operate its travel-lift and other equipment in the areas of the Marina surrounding the Premises for the purpose of hauling, launching and movement of boats in and out of the Premises.

2. TERM

2.1. Lease Term. The Initial Term of this Lease is five (5) years, commencing on January 1, 2009 (the "Commencement Date") and ending at midnight on the day preceding the fifth (5th) anniversary of the Commencement Date, unless sooner terminated as provided elsewhere in this Lease. As used herein, "Term" refers to the Initial Term and any Option Periods then exercised.

2.2. Option to Extend. Tenant shall have two (2) separate options to extend the Initial Term for periods of five (5) years each (the "Option Periods") on the following terms and conditions: (i) Tenant shall provide Landlord with written notice of its intent to exercise the option not earlier than three hundred sixty (360) calendar days nor later than one hundred eighty (180) calendar days before the expiration of the Initial Term or end

of the first option term, as the case maybe; and (ii) Tenant shall not be in default under the terms of this Lease either at the time Tenant exercises its option to extend or at the time the Option Period commences. All terms and conditions of the Lease shall apply during an Option Period except that Rent shall be adjusted in accordance with the terms of Section 5.2.

3. POSSESSION

Tenant will be entitled to possession of the Premises on the Commencement Date.

4. USE

4.1. Use. Tenant covenants that, at all times during the Lease Term and such further time as Tenant occupies the Premises, Tenant shall use the Premises for the following enumerated permitted uses and for no other use without Landlord's express written consent, which consent will not be unreasonably withheld:

A. Repair and maintenance facilities for boats and vessels and service facilities for Marine-related items.

B. Haul-out for the purpose of repair and maintenance of boats and vessels, and other activities related to Tenant's business.

C. The stocking and selling of repair parts, supplies, accessories, and repair and maintenance services.

D. The sale of new and used boats and vessels.

E. Such other uses incidental to the foregoing.

4.2. Marine Travel Lift and Travel Lift Pier. The Landlord shall provide Tenant a 25 ton Marine Travel Lift, (model # 25-BFM), and a pier that will accommodate the operation of the Travel Lift to its rated capacity for Tenant's use for the purpose of hauling, moving and launching vessels in the normal course of Tennant's business. Tenant's use of the Travel lift will be subject to the following terms and conditions:

A. Tenant shall pay a rental fee of \$670.00 per month, plus an equipment maintenance fee of \$200.00 per month. This fee shall not become owing until the new Des Moines Marina travel lift pier is built and operational.

B. Tenant shall indemnify and hold harmless Landlord as described in sections 10 and 11, herein.

C. Tenant shall have priority for the use of the Travel Lift but shall provide the Marina staff reasonable access to the Travel Lift for the purpose of launching and retrieving boats stored in the Marina's dry storage lot and for launching and retrieving docks and equipment associated with the operation of the Marina and the Redondo Boat Launch

Facility. Tenant shall maintain a daily schedule for the use of the Travel Lift to insure reasonable access by the Marina staff.

D. The Landlord shall, provided adequate funding and council approval, construct and make available for Tenant's use a new Travel Lift pier within a reasonable distance of the Premises. The new Travel Lift pier shall be designed and constructed for use with the Travel Lift provided hereunder to its rated capacity (25 long tons), and capable of hauling and launching vessels up to, up to 18 feet in beam. Construction of the new Travel Lift pier, funding permitting, is scheduled to be completed and available for Tenant's use by January 1, 2010.

4.3. Use of Facilities by Boat Owners and Other Third Parties. Tenant shall provide a working space within the fenced area where private, non-commercial, pleasure boat owners may perform maintenance work on their boats; provided, Tenant, in its sole discretion, may decline to permit any boat owner access or use to any portion of the Premises, if Tenant believes such boat owner may fail to adhere to Best Shipyard Management Practices, to lack sufficient financial responsibility and adequate insurance to respond to potential liabilities arising, or to be disruptive of Tenant's business activities. Tenant shall have the right to charge boat owners reasonable fees for such "lay-up" facilities, and to require boat owners' agreement to such terms and conditions as Tenant may require to fully protect Tenant's interests, which fees and terms and conditions shall be established in writing and current copies provided to Landlord. Nothing contained in this paragraph shall prevent Tenant from allowing third party vendors use of the Premises for the purposes described in Paragraph 4.1, herein.

4.4. Restriction on Hours of Tenant Operations. The Landlord shall have the right to restrict certain types of operations during the hours of 10 P.M. to 6 A.M. to the extent such operations create a nuisance or have a detrimental effect upon adjacent residents and other Marina tenants.

4.5. Building Codes and Zoning. Tenant has investigated all applicable building and zoning codes, regulations and ordinances to determine whether Tenant's continued use of the Premises is permitted. The Landlord warrants the Premises and all structures thereon are constructed and maintained in compliance with all known building and zoning codes, regulations and ordinances, and that Tenant's current use of the Premises is in compliance with all such codes, regulations and ordinances promulgated by Landlord. Based upon this investigation and the Landlord's foregoing warranty of compliance, Tenant accepts the Premises "as is" and subject to future changes in all applicable statutes, ordinances, rules and regulations governing Tenant's use of the Premises. Any and all expenses required to comply with all future changes in applicable statutes, ordinances, rules, regulations and requirements in effect during the term or any part of the term of this Lease regulating Tenant's use of the Premises shall be borne exclusively by Tenant. Tenant further agrees to comply with all such statutes, ordinances, rules and regulations pertaining to the Premises or its operations thereon throughout the Term.

4.6. Restrictions on Sale of Gas or Diesel Fuel. The sale of gas, diesel fuel and propane gas is prohibited, except when used by Tenant to test work performed and the excess is conveyed to customer.

5. RENT

5.1. Initial Term Rent. Beginning on the Commencement Date and continuing throughout the Initial Term, Tenant agrees to pay Landlord Five Thousand Nine Hundred Seventy Four and No/100 Dollars per month, (\$5,974.00). In addition, Tenant shall reimburse Landlord for Landlord's costs of premises insurance and premises maintenance. It is agreed between the parties that, in addition to and above the specified rent, Tenant shall pay Landlord the monthly sum of Three Hundred and 00/100 (\$300.00) as the agreed on amount of Landlord's cost to maintain and insure the leasehold premises and facilities.

All amounts due under this paragraph shall be paid by Tenant to Landlord in advance, on a monthly basis, on or before the first day of each month of this lease.

On January first of each succeeding year of the lease up to the first option period, the rent shall be established by application of the Consumer Price Index, All Urban Consumers, Seattle – Tacoma – Bremerton, Washington Area, for the 12 – month period ending August 31st of the preceding year, published by the U.S. Department of Labor, Bureau of Labor Statistics, (hereinafter, "CPI"). The rental rate for the succeeding year will be established by multiplying the baseline rate in this paragraph by the CPI and then adding that amount to the baseline rate. The result shall be the rental rate for the succeeding year and the baseline rate for calculating the rental rate for the year after the succeeding year, until the arrival of the first option period.

5.2. Option Period Rent. Monthly rent for each of the two option periods, if exercised by the Tenant, shall be subject to negotiation between the parties. If rent cannot be agreed upon between the parties then the rental value shall be appraised by a Member of Appraisal Institute (MAI), at the cost of Landlord. If Tenant disagrees with the appraised rental value of Premises for the option period in question, then Tenant shall obtain its own MAI appraisal of the rental value for the option period at Tenant's sole cost and expense. If the Tenant's appraisal of the rental value for the option period is less the Landlord's initial MAI appraisal and the Landlord will not accept the Tenant's appraised value then the two appraisers shall select a third MAI appraiser to determine which of the two appraisals best reflects the appropriate rental value of the Premises for the option period in question and the value selected by the 3rd MAI appraiser shall be the rent for the option term. The parties shall share equally the cost of the third appraiser.

5.3. Payment. Rent for a partial month shall be prorated. All rents shall be paid in advance on the first day of each calendar month without set-off or demand, and without any abatement or deduction to Landlord at the address specified in this Lease, unless and until Tenant is otherwise notified in writing. Time is of the essence in the payment of all sums due under this Lease. All rent is exclusive of any sales, franchise, business and occupation or other tax based on rents, and should any such taxes apply during the Term of

this Lease, Rent shall be increased by such amount. All other sums due from Tenant under this Lease are hereafter referred to collectively as "Additional Rent" and shall be paid in the manner and at the time set forth in this Lease. As used herein the term "Rent" refers to Rent and Additional Rent. Nothing herein shall prejudice Tenant's right to make payment of Rent under protest and to make claim for return of Rent, or a portion thereof.

6. DEPOSIT.

Tenant has paid this day to Landlord the sum of \$5,529.16 as a security deposit (the "Deposit") for Tenant's performance of all of the terms and conditions of this Lease. If Tenant is in default, Landlord may use all or any portion of the Deposit to cure the default or to compensate Landlord for damages sustained by Landlord resulting from Tenant's default, including but not limited to the payment of Rent and the cost of cleaning and/or repairing the Premises. Any payment to Landlord from the Deposit shall not be considered a payment of liquidated damages. Within ten (10) days after Landlord's written demand, Tenant shall deposit cash with Landlord in an amount sufficient to restore the Deposit to the full amount stated above, and Tenant's failure to do so shall be a material breach of this Lease. Landlord shall not be required to keep the Deposit separate from its general accounts. If Tenant is not in default at the expiration of the term of this Lease and after Tenant has vacated the Premises, the Deposit will be refunded. No trust relationship is created between Landlord and Tenant with respect to the Deposit. The deposit amount shall be adjusted to the rental amount payable during any option period if exercised by Tenant.

7. TENANT EXPENSES.

7.1. Net Lease. The purposes of this Section 7 is to insure and Tenant hereby agrees that, in addition to Rent, Tenant shall pay Tenant's Share of all expenses relating to the use, maintenance, ownership, repair and insurance of the Premises, as specifically provided for in Section 5.1, above, and of all utilities, insurance and personal property taxes and Leasehold Excise Taxes, as identified in Sections 7.2 through 7.5 below.

7.2. Utilities. Tenant agrees to pay prior to delinquency throughout the Term all charges for utilities supplied to the Premises, including, without limitation, water, electricity, gas, heating, lighting, sewer, waste disposal, security, air conditioning and ventilating. Landlord shall not be liable for the failure of any of these services for any reason whatsoever.

7.3. Personal Property Taxes. Tenant shall pay, before delinquency, any and all taxes levied or assessed and payable during the Term upon all Tenant's equipment, furniture, fixtures and any other personal property located on the Premises. If any of the same are assessed or taxed with the Premises, Tenant shall pay Landlord the amount of such taxes within ten (10) days after receipt of a written statement setting forth the amount of such taxes that Landlord has reasonably determined are applicable to Tenant's property.

7.4. Leasehold Excise Tax. Tenant shall also pay the Leasehold Excise Tax imposed on Tenant under RCW §82.29A.030. Said amount will be paid by Tenant to Landlord and Landlord will pay the same to the State of Washington. Landlord hereby

indemnifies and agrees to defend and hold Tenant harmless from and against any costs, including legal fees, that proximately result from Landlord's breach of the covenant to pay the Leasehold Excise Tax once received from Tenant.

8. MAINTENANCE, REPAIRS AND ALTERATIONS.

8.1. "As-Is" Condition of Premises. Tenant acknowledges that it has occupied the Premises since 2001 and it completely and unconditionally accepts the same in their present, AS-IS condition.

8.2. Landlord's Obligations. Subject to the reimbursement provisions of Section 7.4 above, Landlord shall:

A. Comply with all City ordinances, state, and federal regulations and any special provisions in this lease related to environmental protection.

B. Maintain the Premises to substantially comply with all applicable codes, statutes, ordinances, or regulations pertaining to the leased Premises;

C. Maintain the roofs, floors, walls, foundations, and all other structural components in reasonably good repair so as to be usable and capable of resisting any and all normal forces and loads to which they may be subjected;

D. Except where the conditions attributable to normal wear and tear, make repairs and arrangements necessary to put the Premises in as good condition as it was at the commencement of the tenancy;

E. Maintain all electrical, plumbing, heating, and other facilities in reasonably good working order;

F. Maintain the leased Premises in reasonably weather tight conditions;

G. Maintain the Travel Lift pier(s) in good working order and in compliance with all applicable codes, statutes, ordinances, or regulations pertaining to the leased Premises

H. No duty shall devolve upon the Landlord to repair a defective condition where the defective condition complained of was caused by the conduct of Tenant or where Tenant unreasonably fails to allow Landlord access to the property for purposes of repair.

Except as provided by Section 12 regarding reconstruction, there shall be no abatement of rent and no liability of Landlord due to any injury to or interference with Tenant's business arising from Landlord's performance of any maintenance or repair which it is required or permitted to perform. Tenant waives any right that it may have under any current or future law or ordinance to make repairs at Landlord's expense.

8.3. Tenant's Obligations. Tenant, at its sole cost and expense, shall keep in good condition and repair all portions of the Premises not being maintained by Landlord under Section 8.2, including, without limitation, the maintenance, repair and replacement of any storefront, all interior walls or partitions and interior portions of exterior walls, doors, exterior and interior glass and window casements, roof covering (but not roof structure) and all utility systems within the Premises, including heating, ventilation, refrigeration and air conditioning systems. Upon the expiration or sooner termination of this Lease, Tenant shall surrender the Premises to Landlord in good and clean condition, ordinary wear excepted. Any damage to adjacent Premises caused by Tenant's use of the Premises shall be repaired at Tenant's sole cost and expense. If Tenant fails to perform the maintenance, repair or replacement required by this Section 8.3 or to surrender the Premises in the condition required by this section, Landlord shall have the right to perform the necessary work at Tenant's sole cost and expense, and Tenant agrees to reimburse all costs incurred by Landlord. Landlord shall have the right to contract for such services as HVAC maintenance and bill Tenant for the cost of such service which shall be reimbursable within ten (10) days of Tenant's receipt of each billing therefore.

In addition, Tenant shall:

- A. Comply with all city, state, and federal regulations related to environmental protection, and any special provisions described in this lease.
- B. Keep the leased Premises as clean and sanitary as the conditions of the Premises permit;
- C. Properly dispose all solid waste, liquids, and hazardous waste in a clean and lawful manner at reasonable and regular intervals;
- D. Properly use and operate all electrical, gas, heating, plumbing and other fixtures and appliances supplied by Lessor;
- E. Not intentionally nor negligently destroy, deface, damage, impair, or remove any part of the structure of the demised Premises;
- F. Not permit a nuisance or common law waste;
- G. Not allow junk or debris to accumulate on the demised Premises;
- H. Conduct all business within the Premises described in this lease, and shall not store or work on any vessels or equipment outside of such Premises; provided, however, Tenant may perform work on vessels on Marina property at other locations when the nature of the vessel or the work to be performed is such that it is impractical for Tenant to perform the work within the Premises and such work complies with all current state and federal laws.

I. At the expiration of the lease term, or any extension thereof, surrender the Premises in as good condition as they were at the beginning of the term, reasonable wear and tear excepted.

8.4. Municipal Obligations to the Public. The parties acknowledge that the Landlord, being a municipal corporation, is obligated to see that businesses operated on land leased from the Landlord are operated in a manner that benefits the Des Moines Marina, its other tenants and the public in general. To this end, Tenant agrees and covenants to abide by the Landlord's reasonable operational requirements as set forth herein, or as may be specified in writing in the future, which are intended solely to fulfill the Landlord's municipal duties to its citizenry. In order to provide facilities and services for repair of vessels of customers of the Des Moines Marina, it is vital that the facilities and services be available on a regular basis throughout the year. Landlord therefore requires Tenant to maintain minimum hours of operation, as follows: Tenant shall operate the boat yard and haul-out facilities a minimum of eight (8) hours per day, five (5) days per week during the term of this Lease. .

8.5. Alterations and Additions. Tenant shall not make or permit any alteration, addition or improvement to the Premises without obtaining and complying with appropriate building permits and without Landlord's written consent, which consent will not be unreasonably withheld. Any alteration, addition or improvement shall be made in a good and workmanlike manner by a contractor at Tenant's sole cost and expense and shall comply with all applicable laws, codes, ordinances, rules and regulations and in a manner (a) consistent with the plans and specifications submitted to and approved by Landlord and any conditions imposed by Landlord, (b) which includes acceptable insurance/bond coverage for Landlord's benefit and (c) which does not affect the structural integrity of the Building or disrupt the business or operations of other Marina tenants. All alterations, additions or improvements (including but not limited to light fixtures; heating, ventilation and air conditioning units; floor, wall and window coverings, paneling and built-in cabinet work, but excluding movable furniture, trade fixtures and equipment not affixed to the Premises) shall at once become a part of the Premises belonging to Landlord and shall be surrendered with the Premises at the expiration of this Lease, unless Landlord demands their removal as set forth below. Prior to expiration or sooner termination of the Lease, Tenant shall, at Tenant's sole cost and expense and with all due diligence, remove any alterations, additions or improvements made by Tenant and designated by Landlord to be removed at the time it gave its consent thereto.. At its sole cost and expense, Tenant shall repair any damage to the Premises caused by such removal.

8.6. Marina Master Plan. Tenant acknowledges that it is Landlord's intent to redesign and improve the Des Moines Marina in accordance with a master plan currently being developed. Redesign and improvement of the Marina may necessitate relocation of the leased Premises. In the event relocation is necessary, Landlord hereby agrees to reconstruct the improvements leased to Tenant in a manner comparable with the leasehold improvements that exist at the outset of this lease and to relocate Tenant into the new facilities at no cost to Tenant, except the potential of minimal business interruptions for which Landlord will have no liability, but Tenant shall be entitled to abatement of rent pursuant to the principles and terms of section 12.3. The new facilities will be leased to Tenant pursuant to the same terms and conditions as specified in this lease. In redesigning the leasehold improvement, Landlord

hereby agrees to consult with Tenant as to its specific needs and requirements. Landlord will attempt to accommodate Tenant's desires into the redesign depending on the costs associated therewith.

9. LIENS

Tenant shall keep the Premises, Real Property and Building free from any liens arising out of any work performed, materials furnished or obligations incurred by or at the direction of Tenant. Landlord may require, at Landlord's sole option, that Tenant provide at Tenant's sole cost and expense a materialmen's labor and performance bond acceptable to Landlord in an amount equal to one and one-half (1½) times the estimated cost of any improvements, additions or alterations to the Premises which Tenant desires to make, to insure Landlord against any liability for mechanics' and materialmen's liens and to insure completion of the work.

10. INDEMNIFICATION / HOLD HARMLESS

Tenant shall defend, indemnify, and hold harmless Landlord (the City), its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Tenant's use of Premises, or from the conduct of Tenant's business, or from any activity, work or thing done, permitted or suffered by Tenant in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the Landlord. Tenant further agrees to indemnify, defend and hold Landlord and its employees, contractors, lenders and agents harmless from all costs (including but not limited to attorneys' fees) incurred by Landlord in connection with its defense against any claim made against Landlord as to which Tenant must indemnify Landlord pursuant to this section. Tenant shall give prompt notice to Landlord of any casualty or accident in the Premises. Tenant further assumes all risk of, waives and releases all claims against Landlord for and agrees to indemnify and hold Landlord and its agents harmless from and against any damages or injury to person or property sustained by Tenant or any person claiming through Tenant, which damage results from any accident or occurrence in or on the Premises from any cause whatsoever, except and then only to the extent caused by the sole negligence of Landlord, its representatives and/or agents. Tenant agrees that the foregoing indemnity is specifically and expressly intended to constitute a waiver of Tenant's immunity under Washington's Industrial Insurance Act, RCW Title 51, to the extent necessary to provide Landlord with a full and complete indemnity from claims made by Tenant and its employees, to the extent of their negligence. LANDLORD AND TENANT ACKNOWLEDGE THAT THE INDEMNIFICATION PROVISIONS OF THIS SECTION 10 WERE SPECIFICALLY NEGOTIATED AND AGREED UPON BY THEM.

11. INSURANCE

Tenant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the Tenant's operation and use of the leased Premises, including, but not limited to the use of the Travel Lift and Travel Lift Pier.

No Limitation. Tenant's maintenance of insurance as required by this Lease shall not be construed to limit the liability of Tenant to the coverage provided by its insurance, or otherwise limit Landlord's recourse to any remedy available at law or equity.

11.1. Tenant shall obtain insurance of the types described below:

A. Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. Landlord shall be named as an insured on Tenant's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing equivalent coverage.

B. Property insurance shall be written on an all risk basis.

11.2. Minimum Amounts of Insurance. Tenant shall maintain the following insurance limits:

A. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$3,000,000 general aggregate, which policy shall include product liability and blanket contractual liability coverage insuring performance of Tenant's indemnity obligations under this Lease, excluding insurance for the payment of rent and triple net. Landlord may increase the required limit as it deems necessary after thirty (30) days written notice based upon periodic insurance reviews. The insurance required by this section shall be on an occurrence basis only. This insurance shall be written as a primary policy not contributing with and not in excess of coverage that Landlord may carry.

B. Property Insurance shall be written covering the full value of Tenant's property and improvements with no coinsurance provisions

C. Business Interruption and Plate Glass Insurance. Business interruption insurance in an amount sufficient to protect Tenant against any additional costs and lost income associated with a move to temporary space due to a business interruption for at least twelve (12) months (which coverage is not intended to, and will not, cover loss of income due to business interruption associated with interruption of Tennant's business due to relocation of Tennant's business by the Landlord for reasons other than accidental loss or damage to the Premises), and plate glass insurance in an amount sufficient to replace windows in the Premises in the event of breakage.

11.3. General Requirements. All insurance required to be provided by Tenant under this Lease: (a) shall be issued by insurance companies authorized to do business in the State of Washington and with a current A.M. Best rating of not less than A:VII; (b) shall be issued as a primary policy and contain cross-liability endorsements; (c) contain deductibles of no more than \$10,000 per occurrence; and (d) shall contain an endorsement requiring at least thirty (30) days' prior written notice of cancellation to Landlord and Landlord's lender before cancellation or change in coverage, scope or amount of any policy. Tenant shall deliver a certificate or copy of such policy evidenced to reflect Landlord's additional insured status, together with evidence of payment of all current premiums, to Landlord within three (3) days of execution of this Lease. Tenant's failure to provide evidence of such coverage to Landlord may, in Landlord's sole discretion, constitute a material default under this Lease, giving Landlord the right to immediately procure such coverage, the cost of which shall be reimbursable by Tenant upon demand.

11.4. Waiver of Subrogation.

Tenant and Landlord hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises or said building. The release shall apply only to the extent that such claim, loss or liability is covered by insurance.

12. RECONSTRUCTION

12.1. Effect of Loss. Except as provided below, if the Premises or Travel Lift pier are damaged by fire or other cause, Landlord agrees to repair the same and this Lease shall remain in full force and effect.

12.2. Landlord's Options. Landlord shall have the option either to repair the Premises or to terminate this Lease if the Premises or any portion of the Building if: (a) the damage results from any cause not covered by Landlord's insurance; or (b) insurance proceeds are insufficient to fully pay for repair and restoration; or (c) the cost to repair exceeds twenty-five percent (25%) of the then complete replacement cost of the Premises and the Building of which the Premises are a part; or (d) the repair or restoration, in Landlord's opinion, cannot be completed within six (6) months of the damage; or (e) the damage occurs during the last twelve (12) months of the Lease Term. Landlord shall exercise its option to terminate this Lease by giving to Tenant, at any time within sixty (60) days after the damage, written notice of its election to terminate this Lease as of the date specified in the notice. The termination date shall not be less than thirty (30) nor more than sixty (60) days after the date of the notice. If Landlord fails to give notice within the sixty (60) days, it shall be deemed to have elected to repair or restore the damage. If Landlord terminates this Lease as provided above, this Lease shall automatically terminate on the date specified in Landlord's notice, and neither party shall have further liability to the other except for obligations which were accrued and unpaid as of the date of the damage and except that Landlord shall return any unused balance of the Deposit to Tenant.

12.3. Rent Abatement. This Lease shall remain in full force and effect if Landlord elects to repair the damage or until the termination date specified in the notice of

termination, as applicable, except that Rent shall be proportionately abated from the date of damage until the repairs are completed or until the specified termination date. Such proportionate abatement shall be based upon the extent to which the damage materially interferes with the business carried on by Tenant in the Premises.

12.4. Tenant's Repair Obligations. Landlord shall have no liability to Tenant for, and not be required to repair or replace any Leasehold improvements, fixtures or other personal property of Tenant, all of which shall be repaired or replaced promptly by Tenant at Tenant's sole cost and expense.

13. EMINENT DOMAIN

Intentionally omitted.

14. ASSIGNMENT AND SUBLETTING

14.1. Restriction. Tenant shall not sublet the whole or any part of the Premises, nor shall Tenant assign, transfer or encumber this Lease or any interest thereunder whether directly or by operation of law or by any process or proceeding of any court, or otherwise, without the prior written consent of Landlord. Each assignment to which there has been consent shall be by an instrument in writing in form satisfactory to Landlord, an executed copy of which shall be delivered to Landlord. As a material inducement to Landlord to execute and deliver this Lease, Tenant agrees it shall be reasonable under this Lease and under applicable law for Landlord to withhold consent to any proposed assignment, encumbrance or sublease if Landlord determines that any one or more of the following applies (without limitation as to other reasonable grounds for withholding consent): (a) Landlord is not reasonably assured that the proposed transferee will fully, completely and promptly perform all obligations of Tenant under this Lease, (b) either the net current assets or the tangible net worth of the proposed transferee, determined in accordance with general accepted accounting principles, consistently applied by Tenant's and the proposed transferee's respective independent certified public accountants, is less than the net current assets or tangible net worth of Tenant and any guarantor as of the date of this Lease or the date of the proposed transfer, whichever is greater, (c) the transferee proposes to use the Premises for any purpose other than the permitted uses under this Lease, (d) the proposed transfer would cause Landlord to be in violation of any other lease or agreement to which Landlord is a party, (e) the proposed transferee fails to deliver to Landlord its written assumption of all of the obligations to be performed by Tenant under the Lease in connection with the portion of the Premises which is the subject of the proposed transferee, (f) if Tenant will not continue to remain liable on this lease or (g) the proposed transferee's operating experience or reputation are less than Tenant's on the date of this Lease. No assignment or sublease shall release Tenant from primary liability on this Lease. In lieu of consenting to an assignment or sublease, Landlord may elect to terminate this Lease. Any assignment or sublease without Landlord's prior written consent shall, at Landlord's option, be void.

14.2. Costs. Tenant shall reimburse Landlord for all reasonable attorneys' fees and other costs incurred by Landlord in connection with the review and preparation of documents incident to any request by Tenant for Landlord's consent. Each request for

Landlord's consent shall be accompanied by payment of a fee in the amount of \$750 to be applied to such fee. Landlord shall return to Tenant any unused balance of such fee.

14.3. Included Transfers. If Tenant is a corporation, any transfer of this Lease by merger, consolidation, reorganization or dissolution shall constitute a transfer for the purposes of this section. If Tenant is a corporation, any change in the ownership of, or power to vote, a majority of Tenant's then outstanding stock or any transfer of all or substantially all the assets of Tenant, shall constitute a transfer for the purposes of this section. If Tenant is a partnership or limited liability company, any transfer by a general partner or member of all or part of its partnership interest shall constitute a transfer for the purposes of this Section.

14.4. Judicially-Imposed Assignment. If the non-assignment provisions of this section are deemed to be unenforceable in any bankruptcy proceeding, Landlord and Tenant agree that a showing of adequate assurance of future performance by a prospective assignee of this Lease must include, without limitation, clear and convincing evidence that: (1) Landlord will receive the full benefit of its bargain of each and every term in this Lease except for the nonassignment and related termination clauses; (2) the Premises will continue to be used solely for the use permitted by this Lease; (3) a judicially imposed assignment will not cause an acceleration or increase in the interest rate or fees payable in connection with any indebtedness of Landlord secured by Landlord's interest in the Real Property or this Lease; and (4) the prospective assignee has the means, expertise and experience to operate the business to be conducted upon the Premises in a first-class manner.

14.5. Assignment by Landlord. If Landlord assigns its interest under this Lease or transfers its interest in the Premises, Landlord shall be relieved of any obligation under this Lease arising after such assignment or transfer, if such transferee assumes the obligations of Landlord under this Lease which arise thereafter.

15. DEFAULT

15.1. Defaults. Time is of the essence of this Lease. Tenant shall be deemed in material default hereunder if Tenant fails to comply with any covenant, term or condition of this Lease, or if Tenant vacates or abandons the Premises or if Tenant files or is the subject of a petition in bankruptcy, or if a trustee or receiver is appointed for Tenant's assets, or if Tenant makes an assignment for the benefit of creditors, and if such failure continues for or is not remedied within three (3) days (or, if no default in the payment of rent is involved, within twenty (20) days) after notice in writing thereof given by Landlord to Tenant specifying the failure; provided, however, if a non-monetary default is not reasonably capable of being cured, then the twenty (20) day period shall be extended, but not for more than twenty (20) days, if Tenant immediately commences such cure and diligently and continuously prosecute such cure throughout the period.

15.2. Landlord's Remedies. If Tenant is in default hereunder, then Landlord may;

A. Declare the term hereof ended and reenter the Premises and take possession thereof and remove all persons therefrom, and Tenant shall have no further claim thereon or hereunder; or

B. Without declaring this Lease terminated, reenter the Premises and occupy the whole or any part thereof for and on account of Tenant and collect any unpaid rentals and other charges, which have become payable, or which may thereafter become payable; or

C. Even though it may have reentered the Premises, thereafter elect to terminate this Lease and all of the rights of Tenant in or to the Premises.

If Landlord reenters the Premises under option (b) above, Landlord shall not be deemed to have terminated this Lease or the liability of Tenant to pay any rental or other charges thereafter accruing, or to have terminated Tenant's liability for damages under any of the provisions hereof, by any such reentry or by any action, in unlawful detainer or otherwise, to obtain possession of the Premises, unless Landlord shall have notified Tenant in writing that it has so elected to terminate this Lease, and Tenant further covenants that the service by Landlord of any notice pursuant to the unlawful detainer statutes and the surrender of possession pursuant to such notice shall not (unless Landlord elects to the contrary to the time of or at any time subsequent to the serving of such notices and such election is evidenced by written notice to Tenant) be deemed to be a termination of this Lease. If Landlord enters or takes possession of the Premises, Landlord shall have the right, but not the obligation, to remove all or any the personal property located therein and place the same in storage at a public warehouse at the expense and risk of Tenant.

If Landlord elects to terminate this Lease pursuant to the provisions of options a. or c. above, Landlord may recover from Tenant as damages, the following:

(i) The worth at the time of award of any unpaid rental which had been earned at the time of such termination; plus

(ii) The worth at the time of award of the amount by which the unpaid rental which would have been earned after termination until the time of award exceeds the amount of such rental loss Tenant proves could have been reasonably avoided; plus

(iii) The worth at the time of award of the amount by which the unpaid rental for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus

(iv) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited, any costs or expenses incurred by Landlord in (a) retaking possession of the Premises, including reasonable attorneys' fees therefor, (b) maintaining or preserving the Premises after such default, (c) preparing the Premises for reletting to a new tenant, including

reasonable repairs or alterations to the Premises for such reletting, (d) leasing commissions, and (e) any other costs necessary or appropriate to relet the Premises; plus

(v) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by the laws of the State of Washington.

As used in items (i) and (ii) above, the "worth at the time of award" is computed by allowing interest at the interest rate specified in Section 15.3 hereof. As used in item (iii) above, the "worth at the time of award" is computed by using a discount rate of five percent (5%).

For purposes of this Section 15.2 only, the terms "rent" and "rental" shall be deemed to be the Rent and all additional rent and other sums required to be paid by Tenant pursuant to the terms of this Lease. All such sums, other than Rent shall, for the purpose of calculating any amount due under the provisions of item (iii) above, be computed on the basis of the average monthly amount thereof accruing during the immediately preceding twelve (12) month period, except that if it becomes necessary to compute such rental before such a twelve (12) month period has occurred then such rental shall be computed on the basis of the average monthly amount hereof accruing during such shorter period.

Landlord's remedies hereunder are cumulative, and not exclusive, and Landlord's exercise of any right or remedy shall not be deemed a waiver of, or alter, affect or prejudice any other right or remedy which Landlord may have under this Lease or at law or in equity, including the right to cure Tenant's default on Tenant's behalf and recover from Tenant upon demand all costs and expenses incurred by Landlord in connection therewith, including interest thereon at the rate stated in Section 15.2 from date incurred until paid. Neither the acceptance of rent nor any other acts or omissions of Landlord at any time or times after the happening of any default or breach by Tenant shall operate as a waiver of any past or future violation, breach or failure to keep or perform any covenant, agreement, term or condition hereof or to deprive Landlord of its right to cancel or forfeit this Lease, or estop Landlord from promptly exercising any other option, right or remedy that it may have under any term or provisions of this Lease, or at law or in equity.

15.3. Late Charges. Tenant acknowledges that the late payment to Landlord of rent and any other sums due under this Lease will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. These costs include but are not limited to processing and accounting charges and late charges which may be imposed on Landlord by the terms of any mortgage, deed of trust or other security agreement covering the Premises. Accordingly, if any installment of rent or other sums due from Tenant shall not be received by Landlord or Landlord's agent within five (5) days after the amount shall be due, then, without any requirement of notice to Tenant, Tenant shall pay to Landlord a late charge equal to one percent (1%) of the amount past due for each month until the default is cured. The parties agree that this late charge plus interest represents a fair and reasonable estimate of the costs Landlord will incur because of Tenant's late payment. Landlord's acceptance of such late charge in no event shall constitute a waiver

of Tenant's default with respect to the overdue amount nor prevent Landlord from exercising any of the other rights or remedies granted to Landlord under this Lease.

15.4. Landlord's Default. Landlord shall be in default under this Lease only if Tenant serves upon Landlord (and all persons or entities who have an interest in all or part of the Premises as secured parties provided Tenant has received written notice of the names and addresses of such persons or entities) a written notice specifying the alleged default and Landlord (or any secured party) does not remedy the failure within twenty (20) days following receipt of such notice or, in the case of a failure which takes more than twenty (20) days to cure, if Landlord (or any secured party) has not commenced to remedy the same within such twenty (20) day period. Tenant shall not exercise any remedies available to it until the grace period provided for in this Section has elapsed, or during any period that a secured party is proceeding to cure Landlord's default or is diligently taking steps to obtain the right to enter the Premises and cure the default. In no event shall Tenant have the right to terminate this Lease because of Landlord's default; Tenant's remedies shall be limited to any other remedy available at law or in equity. Nothing in this Lease shall be interpreted to excuse Tenant from paying rent due under this Lease because of any default by Landlord.

16. RULES AND REGULATIONS. Tenant agrees to comply with the City of Des Moines Marina Rules & Regulations, as published from time to time by Landlord.

17. HOLDING OVER

If Tenant remains in possession of all or any part of the Premises after the expiration of the Lease Term with the express written consent of Landlord (which consent may be granted, withheld or conditioned in Landlord's sole discretion), such occupancy shall be a tenancy from month to month at Rent equal to one and one-half (1½) times the last monthly Rent, plus all Additional Rent and other charges payable under this Lease, and upon all the terms of this Lease applicable to a month-to-month tenancy. If Tenant holds over without Landlord's express prior written consent, such shall constitute a tenancy at will, terminable upon notice from Landlord at three (3) times the last monthly Rent, and Tenant shall liable all damages suffered by Landlord as a consequence of such holding over.

18. ENTRY BY LANDLORD

Landlord reserves the right to enter the Premises during regular business hours to inspect the same, to show the Premises to prospective purchasers, lenders or tenants, to perform any alterations, improvements, repairs or maintenance, to provide any services that Landlord may deem necessary or desirable and to do any other act permitted under this Lease. In the event Landlord determines that an emergency exists and entry is necessary, Landlord may forcibly enter the Premises without any liability to Tenant. No entry by Landlord as provided in this Section 18.1 shall be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises or an eviction of Tenant from all or any portion of the Premises.

19. ESTOPPEL CERTIFICATE

Intentionally omitted.

20. SIGNS

Tenant shall not erect, place or maintain, or permit to be erected or placed, any new signs on the exterior walls or windows of the Building or elsewhere on the Premises, except as permitted by the City of des Moines Municipal Code. Tenant, at its sole cost and expense, shall maintain all of its signs in good condition and repair and shall remove the same upon termination of the Lease Term and repair all damage caused by the removal. If Tenant fails to remove any sign and/or repair any damage caused by its removal, Landlord may have the same removed and/or repaired at Tenant's sole cost and expense.

21. PARKING.

Intentionally omitted.

22. GENERAL PROVISIONS

22.1. Exhibits and Addenda. Any exhibits attached to this Lease are a part of and are fully incorporated in this Lease by this reference.

22.2. Non-Waiver of Default. Landlord's waiver of any term, covenant or condition of this Lease shall not be deemed to be a waiver of any other term, covenant or condition or any subsequent default under the same or any other term, covenant or condition. Landlord's acceptance of any sum shall not be deemed to be a waiver of any preceding default by Tenant, other than the failure of Tenant to pay the particular sum so accepted, regardless of Landlord's knowledge of such preceding default at the time it accepts the sum.

22.3. Joint and Several Obligations

Intentionally omitted.

22.4. Section Titles. The section titles of this Lease are not a part of this Lease and shall have no effect upon its construction or interpretation.

22.5. Time. Time is of the essence of this Lease and each and all of its provisions in which performance is a factor, including but not limited to Tenant's execution of estoppel certificates and subordination agreements and Tenant's reimbursements to Landlord.

22.6. Successors and Assigns. Subject to the provisions of Section 14 above, the covenants and conditions of this Lease shall apply to and bind the heirs, successors, executors, administrators and assigns of both parties to this Lease.

22.7. Recordation. Neither Landlord nor Tenant shall record this Lease, but a short-form Memorandum of Lease may be recorded at the request of either party.

22.8. Quiet Possession. Provided Tenant pays all sums due under this Lease and observes and performs all of the other covenants, conditions and provisions to be observed and performed by Tenant, Tenant shall have quiet possession of the Premises for the entire Lease Term against any adverse claim of Landlord or any party claiming under Landlord, subject to all the provisions of this Lease.

22.9. Prior Agreements. This Lease contains the full agreement of the parties with respect to any matter covered or mentioned in this Lease. No prior agreements or understandings pertaining to any such matters shall be effective for any purpose. This Lease may be amended or supplemented only by an agreement in writing signed by the parties or their respective successors in interest.

22.10. Inability to Perform. Except as provided in Section 12, this Lease and the parties' obligations under this Lease, including Tenant's obligation to make any payments, shall not be affected or impaired because a party is unable to fulfill any of its obligations, or is delayed in doing so, if such inability or delay is caused by reason of weather, strike, labor troubles, acts of God or any other cause beyond that party's reasonable control.

22.11. Severability. Any provision of this Lease, which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision, and all other provisions shall remain in full force and effect.

22.12. Cumulative Remedies. No remedy or election under this Lease shall be deemed to be exclusive but shall, whenever possible, be cumulative with all other remedies available at law or in equity.

22.13. Choice of Law. This Lease shall be governed by the laws of the State of Washington.

22.14. Attorneys' Fees. In the event any action or proceeding is brought by either party against the other arising out of or in connection with this Lease, the prevailing party shall be entitled to recover its costs, including, but not limited to reasonable attorneys' and accountants' fees, incurred in such action or proceeding, including any appeal.

22.15. Notices. All notices or demands which are required or permitted to be given by either party to the other under this Lease shall be in writing. All notices and demands shall be either personally delivered, sent by courier or fax or sent by United States Mail, registered or certified, postage prepaid, addressed to the address set forth below, or to such other place as a party from time to time may designate by written notice. Any notice sent by United States Mail as provided above shall be deemed to have been received three (3) business days after deposit into the mail, unless sooner received or rejected:

TO LANDLORD AT:	c/o City Manager City of Des Moines 21630 – 11 th Ave S., Suite A Des Moines, WA 98198-6398 Fax No. (206) 870-6540
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TO TENANT AT: CSR Marine South, Inc.
22501 Dock Street So.
Des Moines, WA 98198

With copy to: Jess G. Webster
Mikkelborg, Broz, Wells & Fryer, PLLC
1001 Fourth Avenue, Suite 3600
Seattle, WA 98154

22.16. Subordination. Intentionally omitted.

22.17. Attornment. Intentionally omitted.

22.18. Compliance with Environmental Laws. The parties acknowledge that there are certain federal, state and local laws, regulations and guidelines now in effect and that additional laws, regulations and guidelines may hereafter be enacted relating to or affecting the Premises, the Building and the Real Property concerning the impact on the environment of activities related to construction, land use, the maintenance and operation of structures and the conduct of business. To comply with current regulations as of the date of this Lease, Tenant shall obtain and maintain a Washington State Department of Ecology Boatyard General Permit, a National Pollutant Discharge Elimination System Permit, and a State Waste Discharge General Permit for Boatyards in Washington State. Such permits shall become part of the Lease by reference and all duties and responsibilities incurred by the Tenant under the permits shall be included by reference in Paragraph 8.3, "Tenant's Obligations", of this Lease. Tenant shall also be required to obtain and maintain any other permits that may be required by additional laws, regulations and guidelines that may hereafter be enacted. Tenant shall not cause or permit to be caused any act or practice, by negligence, omission or otherwise, that would adversely affect the environment or do anything or permit anything to be done that would violate any of such laws, regulations or guidelines. Any violation of this covenant shall be an event of material default under this Lease. Tenant shall indemnify and hold Landlord harmless from any and all costs, expenses, claims, losses, damages, fines and penalties, including reasonable attorneys' fees that may in any manner arise out of or be imposed because of Tenant's failure to comply with this covenant. The foregoing shall cover all requirements whether or not foreseeable at the present time and regardless of expense.

22.19. Intentionally omitted.

22.20. Redelivery. Tenant shall redeliver the Premises to Landlord at the end of the Term or upon the earlier termination of this Lease in the same condition in which received (or, if altered, then the Premises shall be returned in such altered condition, unless otherwise directed by Landlord under terms of Section 8.4), reasonable wear and tear and damage by casualty excepted. Tenant shall remove all trade fixtures and appliances and equipment which do not become a part of the Premises, but not including any heating, ventilation and air conditioning systems, however installed, and shall restore the Premises to the condition they were in prior to the installation of said items. Tenant's obligation to perform this covenant shall survive the expiration or termination of this Lease. Landlord may place and maintain signs in conspicuous places on the Premises for one hundred twenty (120)

days prior to the expiration or earlier termination of this Lease advertising the Premises' availability.

22.21. Intentionally omitted.

22.22. Intentionally omitted.

22.23. Intentionally omitted.

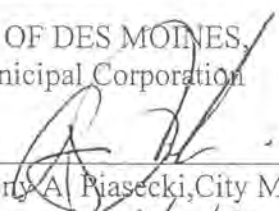
23. BROKERS

23.1. Brokers. Tenant warrants that Tenant has had no dealing with any real estate broker or agent in connection with the negotiation of this Lease.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day set forth below.

LANDLORD

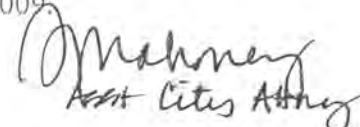
CITY OF DES MOINES,
A Municipal Corporation

By 
Anthony A. Piasecki, City Manager

Date: 6/9/09

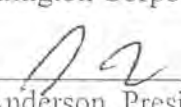
By Direction of the Des Moines City Council

In Open Public Meeting on May 28, 2009.

*Approved as to form,  Mahoney
Asst. City Attorney*

TENANT

CSR MARINE SOUTH, INC.,
A Washington Corporation

By 
Scott Anderson, President

Date: 6/4/09

STATE OF WASHINGTON)

COUNTY OF KING)

ss.

On this 9th day of May, 2009, before the undersigned, a Notary Public in and for the State of Washington personally appeared before me **Anthony A. Piasecki**, to me known to be the **City Manager** of the City of Des Moines, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath, stated that he was authorized to execute said instrument.

In Witness whereof I have set my hand and official seal the day and year first written above.



Vicki C. Sheckler
 Printed name: Vicki C. Sheckler
 Notary Public in and for the State
 of Washington, residing at Des Moines
 County: King
 My Commission expires: 4-29-2012

STATE OF WASHINGTON)

COUNTY OF KING)

ss.

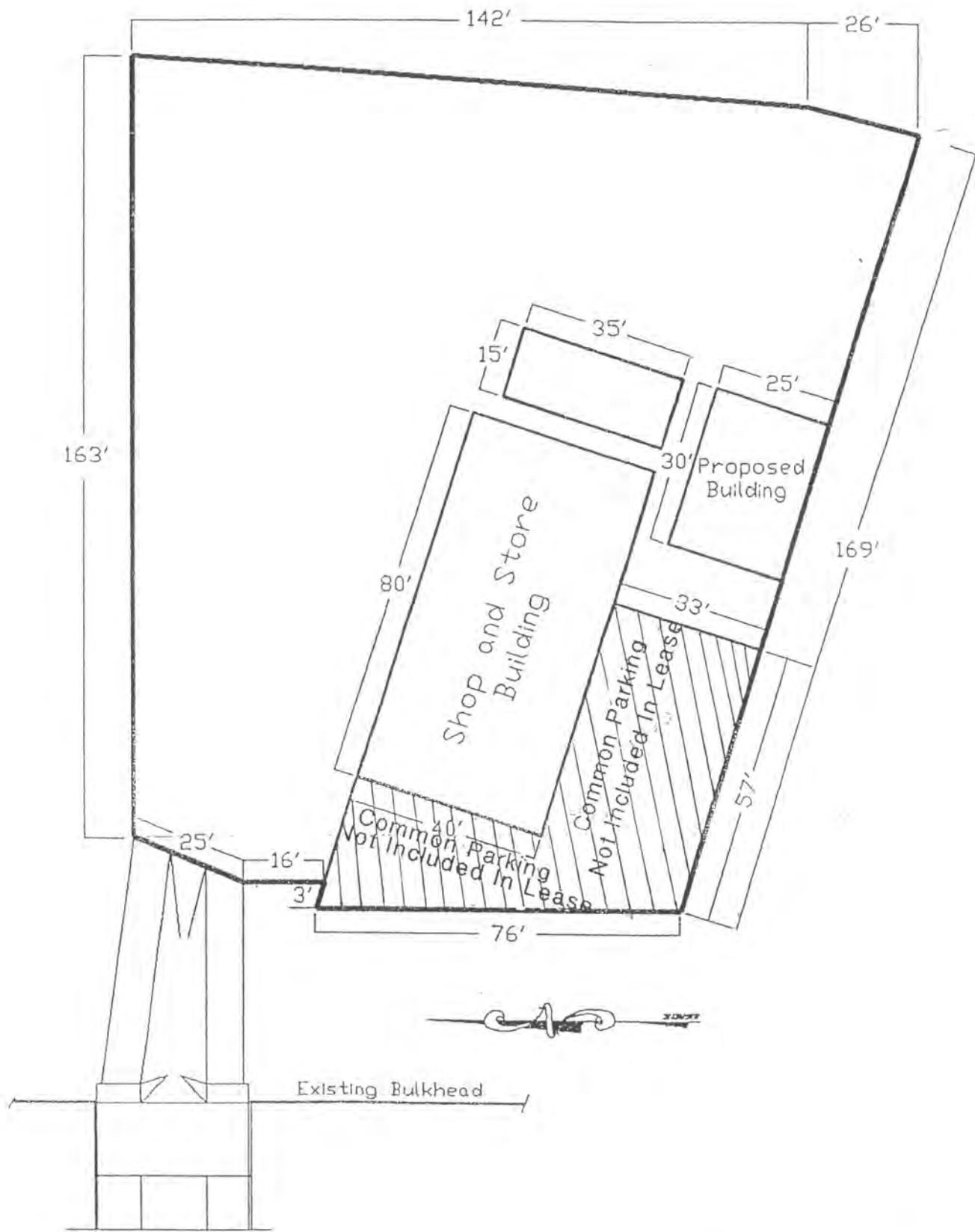
On this ____ day of _____, 2009, before the undersigned, a Notary Public in and for the State of Washington personally appeared before me **Scott Anderson**, to me known to be the **President of CSR Marine South, Inc.**, a Washington corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath, stated that he was authorized to execute said instrument.

In Witness whereof I have set my hand and official seal the day and year first written above.

Katherine L. Watts
 Printed name: Katherine L. Watts
 Notary Public in and for the State
 of Washington, residing at 2401 N. Northlake Way
 County: King Seattle, WA 98103
 My Commission expires: 2/1/2010

EXHIBIT "A"

84



Scale: 1"=30'

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Draft Resolution 15-065 Setting a Date for Public Hearing for Vacation of Public Right-of-Way within City of Des Moines known as a portion of the west Right-of-Way on 7th Avenue South and a portion of the north Right-of-Way of South 226th Street.

ATTACHMENTS:

1. Draft Resolution No. 15-065

FOR AGENDA OF: April 23, 2015

DEPT. OF ORIGIN: PBPW

DATE SUBMITTED: April 15, 2015

CLEARANCES:

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

APPROVED BY CITY MANAGER
FOR SUBMITTAL MM/ACM

Purpose and Recommendation

The purpose of this agenda item is to set a public hearing date in compliance with DMMC 12.10.040 and RCW 35.79.010 to consider a street vacation application request involving public right of way within the City of Des Moines. Administration recommends the City Council approve Draft Resolution 15-065, provided as Attachment 1, which sets a public hearing on May 14, 2015, for the subject street vacation request. The following motion will appear on the consent calendar:

Suggested Motion

Motion: "I move to adopt Draft Resolution No. 15-065 setting a public hearing on May 14, 2015, for a street vacation request relating to public right of way within the City of Des Moines."

Background

The Adriana Senior Apartments, LLLP, filed application materials with the City requesting vacation of a portion of the west Right-of-Way on 7th Avenue South and a portion of the north Right-of-Way of South 226th Street. The area to be vacated is identified in the Exhibit to Attachment 1.

The area requested to be vacated is currently improved public right of way. There are public utilities within the right-of-way including Midway Sewer District, Puget Sound Energy, Comcast, King County

Water District 54, Des Moines Surface Water Utility, and CenturyLink. Utilities that were contacted and are not affected are: AT&T, Highline Water District, Lakehaven Utility District, South King Fire & Rescue, and Southwest Suburban Sewer District.

Alternatives

The City Council may:

1. Adopt the draft resolution as written.
2. Adopt the draft resolution with amendments by the City Council.

Financial Impact

No financial impact is foreseen by setting the public hearing.

Recommendation or Conclusion

It is recommended that the City Council set a hearing date by approving the recommended motion as part of the consent calendar.

Concurrence

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

DRAFT RESOLUTION NO. 15-065

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, fixing a time for a public hearing to consider vacation of a segment of public rights-of-way in the City of Des Moines.

WHEREAS, the City Council is considering vacation of a portion of public rights-of-way known as a portion of the west right-of-way on 7th Avenue South and a portion of the north Right-of-Way of South 226th Street, located in the City of Des Moines as shown on Exhibit "A", attached hereto and incorporated by reference, by the petition method, and

WHEREAS, the provisions of RCW 35.79.010 authorize the City Council to fix a time for a public hearing in order to receive public comment regarding this proposal; now therefore,

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

The matter of the vacation of the following described portions of public rights-of-way in the City of Des Moines is set for a public hearing before the City Council on Thursday, May 14, 2015 at 7:00 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers, 21630 11th Avenue So., Suite B, Des Moines, Washington:

A portion of the west right-of-way on 7th Avenue South and a portion of the north Right-of-Way of South 226th Street, located in the City of Des Moines as shown on Exhibit "A", attached hereto.

ADOPTED BY the City Council of the City of Des Moines, Washington this 23rd day of April, 2015 and signed in authentication thereof this 23rd day of April, 2015.

M A Y O R

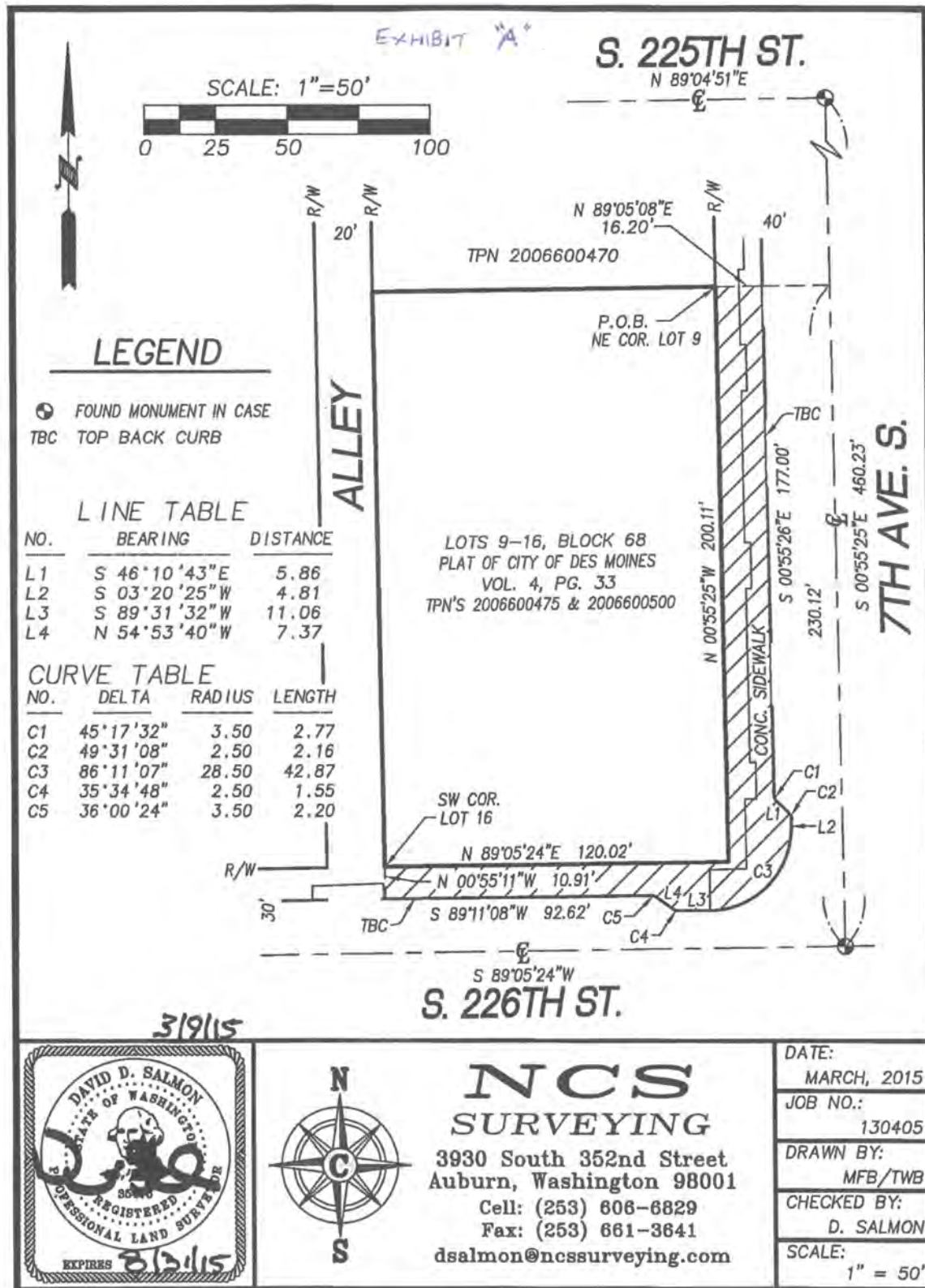
Draft Resolution No. 15-065
Page 2 of 2

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk



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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: Draft Resolution 15-066 setting a public hearing date to consider the 2015 Comprehensive Plan Update

ATTACHMENTS:

1. Draft Resolution No. 15-066

FOR AGENDA OF: April 23, 2015

DEPT. OF ORIGIN: Planning, Building and Public Works

DATE SUBMITTED: April 15, 2014

CLEARANCES:

[X] Legal PB

[N/A] Finance _____

[N/A] Economic Development _____

[N/A] Marina _____

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

[X] Planning, Building & Public Works DJB

[N/A] Police _____

[N/A] Courts _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: MW/ACM

Purpose and Recommendation

The purpose of this agenda item is for City Council to set the public hearing date to consider the proposed updates to the Des Moines Comprehensive Plan. The following motion will appear on the consent calendar:

Suggested Motion

Motion: "I move to adopt Draft Resolution No. 15-066 setting a public hearing on June 11, 2015 to consider Draft Ordinance 15-066 amending the 2009 Des Moines Comprehensive Plan and Chapters 18.05 and 18.25 DMMC."

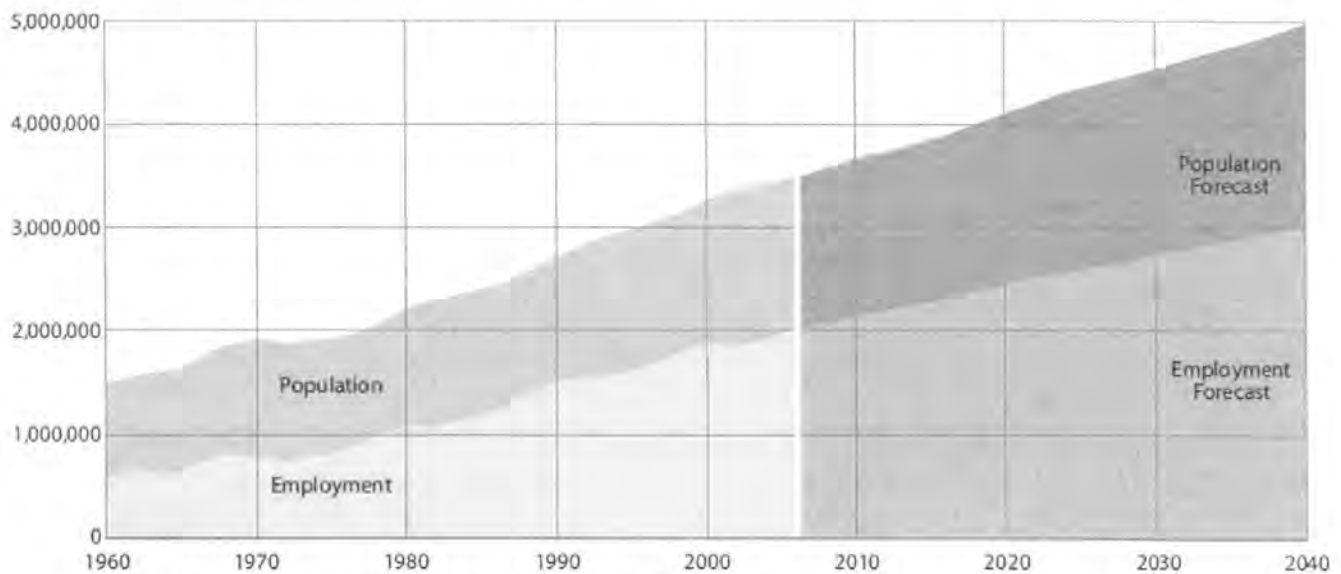
Background

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

public services, parks, recreation and open space, housing, community character, neighborhoods and public health.

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

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



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

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

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

Cities and counties fully planning under the GMA must complete period update for their entire comprehensive plan and development regulations. Under the GMA, the Legislature established a schedule

for when the periodic update is required to be complete. King County and its cities must complete their update by June 30, 2015.

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

1. ***Establish a public participation program.*** Pursuant to RCW 36.70A.140 and RCW 36.70A.035, this task entails developing a plan that includes a schedule for steps in the update process to ensure the public is aware of the process and knows how they can participate.
2. ***Review relevant plans and regulations.*** Evaluate whether there is a need to revise the urban growth area, comprehensive plan, or development regulations to ensure they are consistent with the GMA.
3. ***Take legislative action.*** Adopt an ordinance or resolution finding that a review has occurred, and identifying revisions made or concluding that revisions were not needed.
4. ***Submit notice to state.*** Send formal notice of intent to adopt to the state at least 60 days prior to taking legislative action. Send a copy of the signed adopted ordinance or resolution 10 days after final action.

To date, opportunities for the public to learn about and provide input on the update include:

- A public open house was held on April 23, 2014;
- An information booth was held at the Des Moines Waterfront Market on August 16, 2014;
- A University of Washington Community, Environment and Planning 460 student team developed outreach materials and conducted tabling events at the Des Moines and Woodmont Libraries on November 14th and 17th, the Safeway at Pacific Highway S/S 216th Street on November 21, 2014, and the Des Moines Area Food Bank and Highline College on February 25, 2015.
- An on-line survey (in English and Spanish language) was posted on the City's website from December 2014 through February 2015 and notice of the survey was also published in the Des Moines City Currents, the Highline Times, Waterland Blog and Highline College's student newspaper, The Thunderword;
- Information published on the City website and City Currents newsletter; and
- An upcoming open house is scheduled for April 29th at the Des Moines Activity Center.

In addition, staff has worked with the full Council and Council Committees (seven meetings) on updates to the 2009 Comprehensive Plan and individual plan elements. All of these meetings were open to the public.

Discussion

Consistent with the provisions of DMMC 18.20.080, the Comprehensive Plan amendments are considered Type VI land use actions and require a public hearing with the City Council. A public hearing will then be held before the City Council for consideration and adoption of 2015 updates to the Des Moines Comprehensive Plan.

Alternatives

The City Council may:

1. Adopt the Draft Resolution as written.
2. Adopt the Draft Resolution with amendments by the City Council establishing a different hearing date.
3. Decline to adopt the Draft Resolution setting the hearing date to consider the proposed amendments to the Des Moines Comprehensive Plan and Chapters 18.05 and 18.25 DMMC.

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

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

Financial Impact

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

Recommendation or Conclusion

Staff recommends that Council adopt Draft Resolution No. 15-066 as written or amend the Resolution to establish a different hearing date.

Concurrence

N/A

CITY ATTORNEY'S FIRST DRAFT 4/15/15

RESOLUTION NO. 15-066

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, fixing a time for a public hearing to consider Draft Ordinance No. 15-066 relating to the 2015 update to the 2009 Des Moines Comprehensive Plan, amending DMMC 18.05.050, and 18.05.060 and adding a new section to chapter 18.25 DMMC.

WHEREAS, the City Council is considering amendments to the 2009 Des Moines Comprehensive Plan and chapters 18.05 and 18.25 DMMC, and

WHEREAS, a public hearing is necessary to receive public comment regarding amendments to Title 18 DMMC, and

WHEREAS, a public hearing is required for adoption of an ordinance which amends portions of Title 18 DMMC commonly referred to as the Zoning Code; now therefore,

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

The matter of the 2015 update to the Des Moines Comprehensive Plan and making other amendments to Title 18, *Zoning Code*, is set for a public hearing before the City Council on Thursday, June 11, 2015, at 7:00 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers, 21630 11th Avenue South, Suite B, Des Moines, Washington.

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

M A Y O R

Draft Resolution No. 15-066
Page 2 of 2

APPROVED AS TO FORM:

Assistant City Attorney

ATTEST:

City Clerk

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT:

Redondo Boardwalk Repair

AGENDA OF:

April 23, 2014

ATTACHMENTS:

1. Local Agency A&E Professional Services
Cost Plus Fixed Fee Consultant Agreement
– Exeltech Consulting.
2. Draft 2105-2020 CIP Project Worksheet

DEPT. OF ORIGIN: Planning, Building & Public Works**DATE SUBMITTED:** April 16, 2014**CLEARANCES:**

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

**APPROVED BY CITY MANAGER
FOR SUBMITTAL:** MAC/ACH

Purpose and Recommendation:

The purpose of this agenda item is to seek City Council approval of the Consultant Agreement, Attachment 1, with Exeltech Consulting for the Redondo Boardwalk Repair. The following motion will appear on the consent calendar.

Suggested Motions

Motion 1: “I move to approve the Consultant Agreement with Exeltech Consulting for the Redondo Boardwalk Repair in the amount of \$279,085.78, and further authorize the City Manager to sign said Consultant Agreement substantially in the form as submitted after the City receives project funding obligation through the Washington State Department of Transportation.”

Background:

The Redondo Boardwalk was severely damaged during an unprecedented storm event on November 29th, 2014 and remains permanently closed. As a result, the City and State of Washington have made a proclamation of emergency, initiating FHWA's Emergency Relief (ER) programming. On March 9th 2015, the City was informed that the Redondo Boardwalk is eligible for limited funding to restore and reopen this regional asset. The received ER funding will be administered by the Washington State of Transportation (WSDOT) under federal guidelines. The project will require preliminary engineering, permitting, and construction administration.

This Consultant Agreement will provide design and permitting services in order to obtain WSDOT approval for project advertisement and bidding.

Current FHWA ER program funding limits roadway and storm drainage damage repairs until identification and assessments are concluded in preliminary engineering. This work, if any, would consist of:

- Roadway Settlement Repairs
- Roadway ADA crosswalks and curb ramps (Outside limits of boardwalk facility)
- Storm Drainage Structure and Conveyance System Repairs
- Storm Drainage Outfall Repairs

Discussion:

The Consultant Agreement with Exeltech will focus on the preparation of Contract Documents for bidding and environmental permitting. As part of the design effort, an alternatives analysis will provide the City with (3) alternatives to choose from moving forward:

ALTERNATIVE 1: ER Scope of Work

- Traffic Control
- Boardwalk Demolition (Structural & Deck)
 - Remove decking
 - Remove decking bracket and bolts
 - Remove girder brackets and bolts
 - Remove select handrail
 - Remove select wood stringers
 - Remove pre-cast concrete ramps
- Boardwalk Sub-Structure Repairs
 - Decking bracket(s) replacement
 - Decking bracket bolt(s) replacement
 - Steel girder/stringer brackets and bolt(s) replacement
- Boardwalk Reconstruction (Structural and Deck)
 - Timber decking replacement
 - FRP deck installation adjacent to pile cap or other uplift pressure reducing strategy
- Boardwalk ADA pre-cast curb ramp replacement

ALTERNATIVE 2: ER Scope of Work and Betterments

Current FHWA ER program funding limits timber deck replacement to non-reusable boards as estimated by the City and as determined during preliminary engineering. The City may elect to pursue more robust boardwalk surfacing and or additional timber board replacement by funding the difference in total cost. This work would consist of the following two options:

- Boardwalk Reconstruction (Structural and Deck)
 - Full timber deck replacement
 - Installation of full concrete decking in lieu of timber

ALTERNATIVE 3: Replacement of Entire Boardwalk Structure (Excluding Piles)

Current FHWA ER program funding does not provide a scope of work to replace the facility due to the eligibility criteria of the funding source. In order to ensure that the proposed solution selected meets a justifiable cost-benefit ratio, an alternative looking at the complete removal and replacement of the facility will be reviewed. This will consist of replacing the wooden structure with steel and concrete or composite.

Alternatives:

None.

Financial Impact:

The City's Draft 2015-2020 Capital Improvement Plan does include funding for expenditures for this project.

It is anticipated that the Consultant Agreement cost will consist of the following:

\$269,085.78	Design and Permitting (Consultant Agreement)
\$10,000.00	Management Reserve
\$30,000.00	City Administration
\$1,000.00	WSDOT Administration
\$310,085.78	TOTAL PROJECT COST

Funding sources for this project will be realized through CIP funds and federal grants. A breakdown of funding consists of the following:

\$41,863.00	Transportation CIP
\$268,237.00	FHWA ER – Design
\$310,100.00	TOTAL PROJECT FUNDING

Recommendation/Conclusion:

Staff recommends that Council approve the suggested motion.

Concurrence:

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

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Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): Exeltech Consulting, Inc.							
Address 8729 Commerce Pl Dr NE	Federal Aid Number ER-1501(008)						
UBI Number 601266522	Federal TIN or SSN Number 91-1491880						
Execution Date	Completion Date 06/30/2016						
1099 Form Required ☐ Yes ☒ No	Federal Participation ☒ Yes ☐ No						
Project Title Redondo Boardwalk Repair Project							
Description of Work Environmental and permitting services, and structural engineering services for the Redondo Boardwalk Repair Project. Construction Engineering Services and Construction Management and Inspection Services may be negotiated under a separate Task Order Assignment.							
☒ Yes 93% ☒ Yes 93% ☐ Yes ☒ Yes 93%	☐ No DBE Participation ☐ No MBE Participation ☒ No WBE Participation ☐ No SBE Participation						
<table style="width: 100%; border: none;"> <tr> <td style="width: 40%;">Total Amount Authorized:</td> <td style="text-align: right;">\$269,085.78</td> </tr> <tr> <td>Management Reserve Fund:</td> <td style="text-align: right;">\$10,000.00</td> </tr> <tr> <td>Maximum Amount Payable:</td> <td style="text-align: right;">\$279,085.78</td> </tr> </table>		Total Amount Authorized:	\$269,085.78	Management Reserve Fund:	\$10,000.00	Maximum Amount Payable:	\$279,085.78
Total Amount Authorized:	\$269,085.78						
Management Reserve Fund:	\$10,000.00						
Maximum Amount Payable:	\$279,085.78						

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

Agreement Number:

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the City of Des Moines hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Agreement Number:

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

The CONSULTANT, on a monthly basis, is required to submit DBE Participation of the amounts paid to all DBE firms invoiced for this AGREEMENT.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Andrew Merges
 Agency: City of Des Moines
 Address: 21650 11th Ave S.
 City: Des Moines State: WA Zip: 98198
 Email: AMerges@desmoineswa.gov
 Phone: 206-870-6568
 Facsimile: 206-870-6596

If to CONSULTANT:

Name: Santosh Kuruvilla
 Agency: Exeltech Consulting, Inc.
 Address: 8729 Commerce Pl Dr NE
 City: Lacey State: WA Zip: 98516
 Email: Santosh@xltech.com
 Phone: 360-357-8289
 Facsimile: 360-357-8225

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

Agreement Number:

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.

1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.

Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

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4. **Fixed Fee:** The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
 5. **Management Reserve Fund (MRF):** The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Changes of Work."
 6. **Maximum Total Amount Payable:** The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Changes of Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. **Monthly Progress Payments:** The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

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- D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

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Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
(23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975
(42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987
(Public Law 100-259)
- American with Disabilities Act of 1990
(42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

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date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

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XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

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Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Andrew Merges
 Agency: City of Des Moines
 Address: 21650 11th Ave S
 City: Des Moines State: WA Zip: 98198
 Email: AMerges@desmoineswa.gov
 Phone: 206-870-6568
 Facsimile: 206-870-6596

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

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The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENT's over one hundred thousand dollars (\$100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

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XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

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Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed, whichever is. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings,

Agreement Number:

tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

Signature

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Agreement Number:

Exhibit A

Scope of Services for City of Des Moines Redondo Boardwalk Repair # ER-1501(008)

April 2015

Prepared by:

Exeltech Consulting, Inc
8729 Commerce Place Drive NE
Suite A
Lacey, WA 98516



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Scope of Services for Redondo Boardwalk Repair

City of Des Moines

Under this Agreement, Exeltech Consulting, Inc., hereinafter referred to as the "Consultant", will perform professional services for the City of Des Moines hereinafter referred to as the "City". This Scope of Services provides for environmental permitting and structural engineering services for the Redondo Boardwalk Repair Project. Construction Engineering, Management, and Inspection Services will be negotiated under a separate Task Order.

The Consultant will actively coordinate and manage the design team's activities with the City. The Consultant will also apply industry standard of care to resolve issues, and maintain the accuracy and overall quality of the work products. The Consultant will be responsible for the performance of the services described hereinafter, furnishing materials and information as needed to accomplish the work tasks. This document will be used to plan, conduct and complete the work for the Project.

I. BACKGROUND

The Redondo Boardwalk adjacent to Redondo Beach Drive between S 283rd Street and Redondo Shores Drive S. received significant damage from the unprecedented storm event on November 29th, 2014. The facility remains permanently closed. This project will mitigate the damages caused by the storm damage and reopen the facility to the public.

II. PROJECT SCHEDULE

• NTP	April 24, 2015 (or date of signed agreement)
• NEPA ECS Draft Submittal	May 15, 2015
• NEPA Kickoff Meeting (expect approval 60 days)	June 3, 2015
• Alternatives Analysis Anticipated Completion	June 5, 2015
• JARPA Submittal (45 day approval)	June 19, 2015
• 30% Plan Submittal	June 19, 2015
• 90% Plan Submittal	July 24, 2015
• 100% PS&E Submittal	August 7, 2015

III. PROJECT DESCRIPTION

The City proposes to use FHWA Emergency Relief and City Funding to perform restoration work on the boardwalk. Specific elements of work will include:

1. Traffic Control
2. Boardwalk demolition of structural members (structural and deck)
 - Remove decking
 - Remove decking bracket and bolts
 - Remove girder brackets and bolts

- Remove select handrail
- Remove select wood stringers
- Remove pre-cast concrete ramps
- 3. Boardwalk Sub-Structure Repairs
 - Decking bracket(s) replacement
 - Decking bracket bolt(s) replacement
 - Steel girder/stringer brackets and bolt(s) replacement
- 4. Boardwalk Reconstruction (structural and deck)
 - Timber decking replacement
 - FRP deck installation adjacent to pile cap or other uplift pressure reducing strategy
- 5. Boardwalk ADA pre-cast curb ramp replacement

Current FHWA ER program funding limits timber deck replacement to non-reusable boards. The City may elect to pursue more robust boardwalk surfacing and additional timber board replacement by funding the difference in total cost. This work would consist of the following two options:

- Full timber deck replacement
- Installation of full concrete decking in lieu of timber

Current FHWA ER program funding limits roadway and storm drainage repairs until identification and assessments are concluded. This work, if any, would consist of:

- Roadway settlement repairs
- Roadway ADA crosswalks and curb ramps (outside limits of boardwalk facility)
- Storm drainage structure and conveyance system repairs
- Storm drainage outfall repairs

IV. ASSUMPTIONS

1. The plans, specifications, and estimates (PS&E), along with reports will be prepared, to the extent feasible, in accordance with the WSDOT Standard Specifications for Road, Bridge and Municipal Construction, the WSDOT Highway Design Manual, and the International Building Code (IBC), current at the time of contract execution.
2. The plans will be prepared using AutoCAD software Version 2013 or later.
3. The project will be developed using English units of measure.
4. All construction work will be within the existing right-of-way. Right of Way services are excluded.
5. There are no hazardous materials or wastes in the project area.
6. The City will have complete jurisdiction over local permitting requirements.

7. The City will be the lead agency under the State Environmental Policy Act (SEPA).
8. The project will be Categorically Exempt from SEPA and Shoreline Development permit requirements.
9. The WSDOT Environmental Classification Summary (ECS) will satisfy documentation requirements under the Endangered Species Act (ESA) Section 7 and National Historic Preservation Act (NHPA) Section 106.
10. Preparation of a Biological Assessment to address potential impacts under the ESA will not be required. A determination of No Effect will be documented in the WSDOT ECS.
11. Consultation under Section 106 of the NHPA will not be required and will be documented as such in the WSDOT ECS.
12. The project will not impact wetlands or waters of the State and U.S. It is assumed that a Joint Aquatic Resource Permit Application (JARPA) will be required.
13. The FHWA will be the NEPA Lead Agency.
14. The NEPA kickoff meeting will be held in Des Moines.
15. All public involvement activities will be led by the City with consultant support as requested.
16. The City will review submitted deliverables and consolidate comments into one document prior to returning to the Consultant.
17. The Project is a structural repair and not a complete replacement of all superstructure and substructure elements.
 - a.) To streamline permitting, the Consultant will not modify the seawall, girders, and piles. These elements are part of the foundational structure which the upper framing and deck rest upon. Modifications to the lower elements could cause longer permitting durations and impact the project schedule.
 - b.) The railing and other elements will not be upgraded to current standards as part of the repair.
 - c.) Seismic analysis will not be provided.
18. The Damage Summary Report, dated January 30, 2015, will be used as a basis for wave loads, and no further wave loading analyses will be required. Consultant will verify the wave loads are reasonable and can be used for design of the boardwalk repair.
19. Staffing levels are anticipated in accordance with attached budget estimate. Budget may be shifted between tasks, so long as the authorized amount is not exceeded. Services will be limited to these assumed hours/costs, unless additional services are authorized.

V. SCOPE OF DESIGN SERVICES

TASK 1.1 PROJECT MANAGEMENT

Task 1.1.1 Project Management

This task includes services necessary to plan the work, understand the needs of the City, gain endorsement of the project, and plan the scope, schedule, and budget. Project management involves controlling scope, schedule, and budget during the course of the project by communicating with project team members. The Project Manager will prepare invoices, communicate with the team, prepare progress reports, and manage the operations of the design.

Project scope changes will be communicated with City's representative.

Task 1.1.2 Grant/Funding Assistance

The Consultant will assist the City in obtaining additional funds above the FHWA ER funds as requested by the City. This is assumed to include 2 meetings with City Staff and up to 2 meetings with various stakeholders.

TASK 1.2 SITE RECONNAISSANCE, DATA REVIEW, AND BASEMAP

The Consultant will create an electronic basemap for use in the design plans prepared from obtained survey data. The Consultant's survey will locate piles, seawall face, boardwalk elevations, roadway/sidewalk limits, existing surface utilities, and one-call locates. The survey will extend through the limits of the existing boardwalk to confirm the existing structure element locations. The survey will also locate drainage pipe outfall locations along the wall.

A Condition Inspection Report will be prepared subsequent to a detailed site inspection to quantify the extent of repairs and to validate the findings of the Damage Summary Report, dated January 30, 2015. The Consultant will create a detailed inspection report containing photos, member dimensions, and condition assessment of the structure. The Condition Inspection Report will be provided to the contractor as part of bid documents to assist the Contractor during bidding.

The City will provide, and the Consultant will review and take into consideration existing design information. This information listed below will help inform the preparation of the design documents for the Redondo Beach Boardwalk:

- Existing Plans for the boardwalk
- FHWA ER Application
- Redondo Beach Boardwalk Damage Survey, dated January 30, 2015, by Moffatt & Nichol
- Pile Inspection Report

Deliverables:

- Condition Inspection Report

TASK 1.3 GEOTECHNICAL (PROVIDED BY SUBCONSULTANT GEOENGINEERS)

The Consultant will review the existing geotechnical information, performing additional subsurface exploration and analysis, and develop recommendations for geotechnical input for structural services as needed or requested by the City. The Consultant will obtain approval from the City prior to performing this work.

Task 1.3.1 Roadway Exploration

The Consultant will complete geotechnical laboratory testing on select samples from the explorations. It is anticipated that the laboratory program will consist of particle size analyses and moisture content determinations.

Task 1.3.2 Geotechnical Analysis

The Consultant will prepare a Draft Geotechnical Report based on discussions regarding the results with the Exeltech project team and incorporate the revised results in the Final Geotechnical Report.

Deliverables:

- Draft Geotechnical Report
- Final Geotechnical Report

TASK 1.4 ENVIRONMENTAL SERVICES AND PERMITTING

This task consists of the work effort required to complete agency coordination and permit application materials necessary to obtain regulatory approval for project construction. The Project may be subject to several permits and approvals from various Federal, State and Local Agencies, including the US Army Corps of Engineers (USACE), National Marine Fisheries Service (NMFS), Washington Department of Fish and Wildlife (WDFW), Washington Department of Ecology (Ecology), Washington Department of Archaeology and Historic Preservation (DAHP), and the City of Des Moines. The following sub-tasks will be performed by the Consultant to obtain regulatory approval for the Project.

Task 1.4.1 Data Gathering

The Consultant will gather available data necessary to identify natural resources and/or critical areas that may be affected by the project and to identify required regulatory permits and approvals. The Consultant will obtain relevant data regarding the project area and associated regulated features to include but not be limited to: Priority Habitats and Species List from WDFW; US Fish and Wildlife Service (USFWS) listing of Threatened and Endangered Species in King County; and Critical Areas Maps from King County and/or the City of Des Moines. Agencies to be contacted regarding required permits and

approvals will include but not be limited to: the USACE, USFWS, NMFS, USFWS, WDFW, and Ecology.

Task 1.4.2 NEPA/SEPA Evaluations

The Consultant will provide supporting documentation to the City in preparation of the preliminary SEPA Environmental Checklist for approval by the City. Supporting documentation will be limited to documents prepared under this Scope of Work. It is assumed that the SEPA review will result in either a Categorical Exemption or Determination of Non-significance, and no Environmental Impact Statement or Environmental Assessment will be required.

The Consultant will prepare documentation necessary to complete environmental evaluation under the National Environmental Policy Act (NEPA). It is assumed that the project will be classified a Documented Categorical Exclusion (DCE) and documentation will be limited to the WSDOT Environmental Classification Summary (ECS). The Consultant will prepare a Draft ECS for review by the City and WSDOT and will endeavor to schedule a NEPA Kickoff meeting with the City and WSDOT to review the projects anticipated environmental impacts. Following receipt of comments on the Draft ECS, Consultant will prepare and submit the Final ECS to the City for signature and distribution to WSDOT Highways and Local Programs. Discipline reports prepared in support of the ECS will be limited to documents completed as part of this scope of work.

Deliverables:

- Submit electronic copy of the Draft SEPA Checklist to the City within two weeks of Notice to Proceed
- Submit electronic copy of the Draft ECS to the City and WSDOT within two weeks of Notice to Proceed
- Schedule NEPA Kickoff meeting with the City and WSDOT upon submittal of the Draft ECS.
- Within two weeks of receipt of comments on the Draft SEPA Checklist and ECS, submit electronic copies of the Final documents to the City

Task 1.4.3 Joint Aquatic Resource Permit App (JARPA)

The Consultant will prepare a Joint Aquatic Resources Permit Application (JARPA) for submittal to local, state and federal agencies. The JARPA will be submitted on behalf of the City to obtain the following permits and approvals, unless determined by reviewing agencies to be exempt:

- Clean Water Act Section 404 (USACE)
- 401 WQ Certification (Ecology)
- CZMA Consistency (Ecology)
- Hydraulic Project Approval (WDFW)
- Shoreline Substantial Development Permit (City of Des Moines)

The JARPA package will include up to eight (8) plan sheets and figures to identify jurisdictional features, describe and quantify fill/removal impacts, construction staging, dewatering plans, and site restoration plans, if applicable.

Deliverables:

- Electronic copy of the draft permit applications submitted to the City
- Electronic and hard copy of the final permit applications incorporating comments received from the City to be delivered within two weeks of receipt of comments

Task 1.4.4 Respond to Agencies

The Consultant will respond to questions and requests from regulatory agencies for additional information related to environmental documentation and permit applications.

Deliverables:

- PDF copies of questions and responses arising from requests from regulatory agencies for additional information

TASK 1.5 BOARDWALK ALTERNATIVES ANALYSIS

Task 1.5.1 Basis of Design

The Consultant will create a Basis of Design (BOD) technical document to describe the design codes/references, intent of the design, design loads, and construction materials. The document will be created in conjunction with the City. A draft BOD will be sent to the City for comment, and the document will be finalized prior to submittal of the Alternatives Analysis.

Task 1.5.2 Boardwalk Alternative Analysis

The Consultant will develop up to three alternatives, approximately 15% design level, which are assumed to include the following:

1. FHWA ER funding repairs per the City's Local agreement.
2. Alternate to base ER funded design to use concrete or composite decking as a substitute for timber decking.
3. Complete removal of timber girders, stringers, connections, and decking and replacement with new framing members and connections and concrete or composite decking. This alternative will also replace the railing system.

Each alternative will include sketches on 8 ½ x 11" paper to provide the necessary detail to depict the work included in each alternative.

The Consultant will also develop strategies for construction staging of the work.

The Consultant will prepare a preliminary opinion of probable construction cost for each alternative.

The Consultant will assist the City in presenting these alternatives to stakeholders, City Staff and City Council as requested. It is anticipated that the Consultant will participate in three (3) project meetings. Graphics for public meetings will be limited to two 24x36 inch boards. Other project team meetings will be held via telephone conference.

Deliverables:

- Draft/Final Basis of Design
- Draft/Final Alternatives Analysis Document
- Up to two 24x36 inch boards for public meetings

TASK 1.6 BOARDWALK PS&E

Task 1.6.1 PS&E

After the selection of a preferred alternative, The Consultant will progress the analysis and prepare preliminary design (approximately 30% design development) for boardwalk and roadway elements, stormwater repairs, and traffic control.

The Consultant's internal QA/QC procedures will be utilized throughout the design effort on this Project. Independent check of the structural analysis and design calculations and structural plans will be performed. Drawings and details will be reviewed for constructability and conformance of the design to the applicable drawing standards.

The Consultant will prepare Special Provisions following WSDOT format for specialty items of work that are not covered by the WSDOT Standard Specifications or WSDOT General Special Provisions.

The Consultant will prepare the opinion of probable construction cost using approximate quantities of materials for some bid items and lump sum estimates for some bid items, depending on the degree of design completed. Historical bid unit prices for projects in Western Washington will be used to determine appropriate unit bid prices for the opinion of probable cost.

After receipt of comments from the City on the 30% design, the Consultant will respond to comments, complete the analysis, and prepare final design (90% and 100% design development) for boardwalk repairs and construction staging. For 90% Final Design, it is assumed that 28-31 plan sheets will be finalized and completed. This will include full repair details. After the 100% Submittal, Consultant will incorporate City/Agency review comments and resubmit as the Bid Documents. Following Bid Documents submittal, Consultant will incorporate WSDOT review comments and resubmit as the Conformed Bid Documents.

Plan Sheets Expected

Plan Sheet	30% Submittal	90% Submittal	100%/Bid Submittal
2 Sheets – Cover, Legend, Survey	X	X	X

Redondo Boardwalk Repair Project

Control			
2 Sheets – Traffic Control		X	X
2 Sheets – Construction Staging		X	X
1-2 Sheets – Drainage Repair Details		X	X
1-2 Sheets – Roadway Repair Details		X	X
1 Sheet – Structural – General Notes		X	X
6 Sheets – Structural – Plan (1:20 scale)	X	X	X
1-2 Sheet – Structural – Typical Section(s)	X	X	X
10 Sheets – Structural – Details		X	X
2 Sheet – Structural – Misc		X	X

The final plans and calculations will be stamped and signed.

Deliverables:

- Project Manual
- 30% Preliminary Design Plans and Opinion of Cost
- 90% Design Plans, Specifications, and Opinion of Cost
- 100% Design Calculations, Plans, Specifications, and Opinion of Cost
- Bid Documents to include Plans, Specifications, and Opinion of Cost
- Conformed Bid Documents to include Plans, Specifications, and Opinion of Cost

For each submittal, (4) hard copies 11x17 of each element and an electronic PDF will be delivered to the City.

Task 1.6.2 Constructability Review

With the 90% Design PS&E submittal, the Consultant will have its Office Engineer and Project Inspector conduct a constructability review. This review will check the plans for coordination with existing facilities, site constraints, utilities, staging, and access. The Consultant will develop the Record of Materials (ROM) while performing the constructability review of the contract plans and verify that items of work have been incorporated into the Contract.

Deliverable(s):

- 90% Plans Review Comments
- Record of Materials

TASK 1.7 BID SUPPORT SERVICES

The Consultant shall provide support to the City during the project advertisement.

The Consultant shall address Contractor requests for information and interpretations of the contract documents. The Consultant shall provide Bid Item quantity checks, prepare and process updates to the Contract Provisions and Contract Plans for any Addendums. The Consultant will provide Bid analysis and a recommendation on award of the project.

MANAGEMENT RESERVE

At the request of the City, the Consultant will provide optional services as required.

VI. SCOPE OF SERVICES, PHASE 2 CONSTRUCTION ENGINEERING SERVICES

This Phase will be negotiated at a later date. This Phase may include, but not be limited to reviewing submittals, reviewing and responding to RFI's, reviewing shop drawings, and reviewing the Contractor's work plan and schedule in conformance with WSDOT LAG Manual.

VII. SCOPE OF SERVICES, PHASE 3 CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

This Phase will be negotiated at a later date. This Phase may include, but not be limited to construction observation, claims/change order administration, submittal management, reviewing contractor payment requests, and completing project reviews per WSDOT LAG Manual.

Exhibit B ***DBE Participation***

Environmental and permitting services, and structural engineering services for the Redondo Boardwalk Repair Project. Construction Engineering Services and Construction Management and Inspection Services may be negotiated under a separate Task Order Assignment.

Agreement Number:

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

CADD & Microsoft Office Software
& Adobe Acrobat

B. Roadway Design Files

CADD & Adobe Acrobat

C. Computer Aided Drafting Files

CADD & Adobe Acrobat
Half Size Documents

Agreement Number:

D. Specify the Agency's Right to Review Product with the Consultant

Agency will review products in draft format

E. Specify the Electronic Deliverables to Be Provided to the Agency

100% Contract PS&E in Microsoft Office software, CADD, & Adobe Acrobat

F. Specify What Agency Furnished Services and Information Is to Be Provided

Agency has provided previous data files to Consultant

Agreement Number:

II. Any Other Electronic Files to Be Provided

Adobe Acrobat and Drawings Half Size in CADD, Microsoft Office, and Adobe Acrobat.

III. Methods to Electronically Exchange Data

By Drop Box, other data services and email

A. Agency Software Suite

Microsoft Office Software, Adobe Acrobat Pro, Nuance Suite, CADD, Corell Draw Graphic Suite, and Filemaker Pro

B. Electronic Messaging System

As appropriate by file size and format

C. File Transfers Format

As appropriate by file size and format

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Exhibit D
City of Des Moines
Redondo Boardwalk Repair Project
Summary of Cost Per Consultant

Task	Exeltech	GeoEngineers	Pace	Total
1.1 PROJECT MANAGEMENT				
1.1.1 Project Management	\$17,445.17			\$17,445.17
1.1.2 Grant/Funding Assistance	\$5,578.58			\$5,578.58
1.2 SITE RECONNAISSANCE & DATA REVIEW	\$17,294.69		\$8,969.79	\$26,264.48
1.3 GEOTECHNICAL (PROVIDED BY GEOENGINEERS)				
1.3.1 Roadway Exploration		\$4,536.28		\$4,536.28
1.3.2 Geotechnical Analysis		\$5,044.79		\$5,044.79
1.4 ENVIRONMENTAL SERVICES AND PERMITTING				
1.4.1 Data Gathering	\$796.06			\$796.06
1.4.2 NEPA/SEPA Evaluation	\$4,172.65			\$4,172.65
1.4.3 Joint Aquatic Resource Permit App (JARPA)	\$6,942.75			\$6,942.75
1.4.4 Respond to Agencies	\$2,251.06			\$2,251.06
1.5. BOARDWALK ALTERNATIVES ANALYSIS				
1.5.1 Basis of Design	\$8,874.52			\$8,874.52
1.5.2 Boardwalk Alternative Analysis	\$48,774.81			\$48,774.81
1.6 BOARDWALK PS&E				
1.6.1 PS&E	\$121,768.64			\$121,768.64
1.6.2 Constructability Review	\$8,081.85			\$8,081.85
1.7 BID SUPPORT SERVICES	\$6,573.66			\$6,573.66
SUBTOTAL LABOR COSTS	\$248,554.44	\$9,581.07	\$8,969.79	\$267,105.30
Direct Costs	\$1,215.00	\$765.50		\$1,980.50
Escalation				
TOTAL	\$249,769.44	\$10,346.57	\$8,969.79	\$269,085.80

Exhibit D
City of Des Moines
Redondo Boardwalk Repair Project
Hours Sheet

Attachment #2

	Principal	Sr. Project Manager	Sr. Project Engineer (Bridge)	Project Engineer (Bridge)	Bridge Designer	Project Engineer (Roadway)	CADD Tech	Environmental Planner (Lead)	Environmental Planner	Administration	Total Exeltech Labor Hours	Principal Engineer	Senior Engineer	Staff Engineer	Support Staff	Total GeoEngineers Labor Hours	Principal Surveyor	Sr. Project Surveyor	Project Surveyor	Sr. Party Chief	Survey Tech II	Survey Tech I	Project Administrator	Total Pace Labor Hours	TOTAL
1.1 PROJECT MANAGEMENT																									
1.1.1 Project Management	16	24	40							40	120														120
1.1.2 Grant/Funding Assistance		20	14								34														34
1.2 SITE RECONNAISSANCE & DATA REVIEW			12	65	65					20	162						3	16	32		16	16		83	245
1.3 GEOTECHNICAL (PROVIDED BY GEOENGINEERS)																									
1.3.1 Roadway Exploration												4	8	16	6	34									34
1.3.2 Geotechnical Analysis														32	16	48									48
1.4 ENVIRONMENTAL SERVICES AND PERMITTING																									
1.4.1 Data Gathering									8		8														8
1.4.2 NEPA/SEPA Evaluation								6	32		38														38
1.4.3 Joint Aquatic Resource Permit App (JARPA)							10	8	48		66														66
1.4.4 Respond to Agencies								4	16		20														20
1.5. BOARDWALK ALTERNATIVES ANALYSIS																									
1.5.1 Basis of Design		10	20	20		10					60														60
1.5.2 Boardwalk Alternative Analysis		25	60	125	185	30					425														425
1.6 BOARDWALK PS&E																									
1.6.1 PS&E				80	200	200	800				1,280														1,280
1.6.2 Constructability Review				30		30					60														60
1.7 BID SUPPORT SERVICES		4	10	10	16		10			10	60														60
TOTAL HOURS	16	83	156	330	466	270	820	18	104	70	2,333	4	8	48	22	82	3	16	32	0	16	16	0	83	2,498

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Exhibit D
Consultant Fee Determination - Summary Sheet
Cost Plus Fixed Fee

Redondo Boardwalk Repair

Start Date

City of Des Moines

End Date

Task Description:

Exeltech Project #

Consultant Fee Determination

Consultant: Exeltech Consulting, Inc.

Code	Classification	Man Hours		Rate		Dollars
LABOR		Hours				
	Principal	16	x	\$69.87	=	\$1,117.92
	Sr. Project Manager	83	x	\$54.00	=	\$4,482.00
	Sr. Project Engineer (Bridge)	156	x	\$52.00	=	\$8,112.00
	Project Engineer (Bridge)	330	x	\$42.31	=	\$13,962.30
	Bridge Designer	466	x	\$25.40	=	\$11,836.40
	Project Engineer (Roadway)	270	x	\$45.00	=	\$12,150.00
	CADD Tech	820	x	\$27.50	=	\$22,550.00
	Environmental Planner (Lead)	18	x	\$53.39	=	\$961.02
	Environmental Planner	104	x	\$32.25	=	\$3,354.00
	Administration	70	x	\$29.00	=	\$2,030.00
	Total Hours	2,333				
	Total DSC				=	\$80,555.64

	% Increase	% of Work	=	\$0.00
Labor Escalation for '16			=	\$0.00
Escalated Total DSC			=	\$80,555.64

Overhead (OH Cost – including Salary Additives)

OH Rate x DSC of 178.55% x \$80,555.64 = **\$143,832.10**

Fixed Fee (FF):

FF Rate x DSC of 30.00% x \$80,555.64 = **\$24,166.69****Reimbursables**

Itemized	Quantity	Units		Rate		In Scope
Meals and Lodging		each	@	\$150.00	=	\$0.00
Mileage	1,000	each	@	\$0.57	=	\$565.00
Reproduction and Printing	3,000	copies	@	\$0.15	=	\$450.00
Postage and Supplies	10	Est	@	\$20.00	=	\$200.00
Mini VE Experts (Structural & Construction)		Est	@	\$3,000.00	=	\$0.00
Reimbursables Total						\$1,215.00

Exeltech Subtotal **\$249,769.43**Subconsultant Costs (See Exhibit G) **\$19,316.35****Grand Total** **\$269,085.78**

Exhibit E
Subconsultant Fee Determination - Summary Sheet

Redondo Boardwalk Repair		Start Date	
City of Des Moines		End Date	
Task Description:	Geotechnical	Exeltech Project #	
Consultant Fee Determination			
Consultant:	GeoEngineers		
Classification	Hours	Labor Rate	Dollars
Principal Engineer	4 x	\$66.59 =	\$266.36
Senior Engineer	8 x	\$48.90 =	\$391.20
Staff Engineer	48 x	\$34.24 =	\$1,643.52
Support Staff	22 x	\$26.25 =	\$577.50
	0 x	\$29.01 =	\$0.00
	0 x	\$24.64 =	\$0.00
Total Hours	82	Total Direct Labor Cost =	\$2,878.58
	% Increase	% of Work	= 0.00
Labor Escalation for '16			=
Escalated Total DSC			= 2,878.58
Overhead (OH Cost -- including Salary Additives)			
OH Rate x DSC of	202.84%	x	\$2,878.58 = 5,838.91
Fixed Fee (FF):			
FF Rate x DSC of	30.00%	x	\$2,878.58 = 863.57
Reimbursables	Quantity		
Itemized	Units	Rate	In Scope
Mileage	100 each @	\$0.57 =	\$56.50
Field Equipment	1 each @	\$125.00 =	\$125.00
Drilling Pier 3 (Truck Rig)	Est @	\$3,045.00 =	\$0.00
Drilling Pier 5 (Limited Access Rig)	Est @	\$2,000.00 =	\$0.00
Laboratory Analysis	1 Est @	\$584.00 =	\$584.00
Reimbursables Total			\$765.50
Grand Total			\$10,346.56

Exhibit E
Subconsultant Fee Determination - Summary Sheet

Redondo Boardwalk Repair City of Des Moines Task Description: Survey Consultant Fee Determination Consultant: Pace	Start Date End Date Exeltech Project #
---	---

Classification	Hours	Labor Rate	Dollars
Principal Surveyor	3	x \$45.19 =	\$135.57
Sr. Project Surveyor	16	x \$40.63 =	\$650.08
Project Surveyor	32	x \$35.26 =	\$1,128.32
Sr. Party Chief	0	x \$32.33 =	\$0.00
Survey Tech II	16	x \$30.24 =	\$483.84
Survey Tech I	16	x \$29.59 =	\$473.44
Project Administrator	0	x \$30.29 =	\$0.00
Total Hours	83		
		Total Direct Labor Cost =	\$2,871.25
	% Increase	% of Work	
Labor Escalation for '16		=	0.00
Escalated Total DSC		=	2,871.25
Overhead (OH Cost – including Salary Additives)			
OH Rate x DSC of <u>182.40%</u>	x	<u>\$2,871.25</u> =	5,237.16
Fixed Fee (FF):			
FF Rate x DSC of <u>30.00%</u>	x	<u>\$2,871.25</u> =	861.38
Reimbursables	Quantity		
Itemized	Units	Rate	In Scope
Mileage	each @	\$0.57 =	\$0.00
Field Equipment	each @	\$125.00 =	\$0.00
Drilling Pier 3 (Truck Rig)	Est @	\$3,045.00 =	\$0.00
Drilling Pier 5 (Limited Access Rig)	Est @	\$2,000.00 =	\$0.00
Laboratory Analysis	Est @	\$584.00 =	\$0.00
Reimbursables Total			\$0.00
Grand Total			\$8,969.79

Exhibit F

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number:

Exhibit G

Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Exeltech Consulting, Inc.

whose address is

8729 Commerce Pl Dr NE; Lacey, WA 98516

and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the WSDOT and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Exeltech Consulting, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number: _____

Exhibit G-1(b) Certification of City of Des Moines

I hereby certify that I am the:


☐ Other

of the _____, and
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the WSDOT and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

 Signature

 Date

Agreement Number:

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Exeltech Consulting, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, a officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

Exeltech Consulting, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Exeltech Consulting, Inc. * are accurate, complete, and current as of April 1, 2015 **.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: Exeltech Consulting, Inc.

Signature

President
Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XIII, Legal Relations and Insurance of this Agreement is amended to \$ N/A

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Agreement Number:

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number:

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Agreement Number:

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number:

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Agreement Number:

**DRAFT****2015 - 2020 CAPITAL IMPROVEMENT PLAN
Transportation CIP Fund****CAPITAL IMPROVEMENT PLAN
REQUEST FORM**

CATEGORY Transportation

PROJECT Redondo Boardwalk Repairs

LOCATION Redondo Beach Drive

DESCRIPTION: The Boardwalk was severely damaged in a late November 2014 storm. The project will replace the supporting brackets, decking brackets, install a fiber reinforced grate, and at minimum replace the damaged wood decking.

PROJECT NO. 319.###

Project Type:

Council Goals met: 1

Council Objectives met:

Project Status New

EXPENDITURE SCHEDULE														
COST ELEMENTS	TOTAL	FY 11 Act	FY 13 Act	FY 13 Est	2014 Carry Fwds	FY 14 Amend	FY 14 Adopted	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
ADMIN (CITY STAFF)	\$ 30,000								\$ 30,000					
CIP PROJ MANAGEMENT	30,000								30,000					
DESIGN / ENGINEERING	301,000								301,000					
LAND	-													
BUILDINGS	-													
IMPROVEMENTS	1,890,105								1,890,105					
INSPECTION	250,000								250,000					
CONTINGENCY	345,000								345,000					
EMERGENCY REPAIRS	50,600							50,600						
OTHER	-													
TOTAL	\$ 2,896,705	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,600	\$ 2,846,105	\$ -	\$ -	\$ -	\$ -	\$ -

UNFUNDED IMPROVEMENTS \$ -

FUNDING SOURCES	TOTAL	FY 11 Act	FY 13 Act	FY 13 Est	FY 14 Amend	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
Transportation CIP Fund	\$ 50,600					\$ 50,600						
Other (unsecured)	1,056,680						1,056,680					
FHWA - ER Funding	1,789,425						1,789,425					
TOTAL	\$ 2,896,705	\$ -	\$ -	\$ -	\$ -	\$ 50,600	\$ 2,846,105	\$ -	\$ -	\$ -	\$ -	\$ -

*Excludes FY 13 Amd

JUSTIFICATION:

The Redondo Boardwalk is used by hundreds of pedestrians each day, and is one of only a few shoreline pedestrian facilities on Puget Sound. This is a vital amenity that attracts people to the City of Des Moines. The Boardwalk was significantly sustained significant damage at the end of November 2014. This storm damaged a significant number of the boards and metal sub-structure.

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Public Hearing for SV 2014-01:
Vacation of Public Right-of-Way within City of
Des Moines known within the Historic SR509
Right of Way area between South 220th Street and
SR516 Kent Des Moines Road.

ATTACHMENTS:

1. Draft Ordinance No. 15-022
2. Resolution 1292

FOR AGENDA OF: April 23rd, 2015

DEPT. OF ORIGIN: PBPW

DATE SUBMITTED: April 16th, 2015

CLEARANCES:

- ☒ Legal JSB
- ☐ Finance N/A
- ☐ Marina N/A
- ☐ Parks, Recreation & Senior Services N/A
- ☒ Planning, Bldg & Public Works JSB
- ☐ Police N/A
- ☐ Courts N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL MM/ACM

Purpose and Recommendation

The purpose of this agenda item is for the City Council to consider Draft Ordinance No. 15-022 (Attachment 1), for the vacation of Public Right-of-Way within City of Des Moines known within the Historic SR509 Right-of-Way area between South 220th Street and SR516 Kent Des Moines Road in accordance with the provisions of DMMC 12.10.040 and RCW 35.79.010, and to approve a permanent easement for the purpose of trail use within said area (Exhibit C & D of Attachment 1).

Suggested Motions

Motion 1A: "I move to suspend City Council Rule 26(a) in order to adopt Draft Ordinance No. 15-022 on first reading."

Motion 1B: "I move to enact Draft Ordinance No. 15-022 approving the vacation of certain portions of public rights-of-way/streets specifically identified and legally described in Draft Ordinance Number 15-022."

Motion 02: "I move to authorize City Manager to sign a new easement agreement substantially in the form as submitted for the Barnes Creek Trail with the Washington State Department of Transportation in the Historic SR509 Right-of-Way area between South 220th Street and SR516 Kent Des Moines Road."

Background

The City of Des Moines and the Washington State Department of Transportation have coordinated efforts in order for the City to complete a street vacation of public Rights-of-Way between South 220th Street and SR516 Kent Des Moines Road within the Historic SR509 Rights-of-Way as shown in Attachment 1, Exhibit B. In return, the Washington State Department of Transportation will provide the City of Des Moines with a permanent trail easement for the Barnes Creek Trail through the Historic SR509 corridor from South 220th Street to SR516 Kent Des Moines Road. A copy of the trail easement is provided as Exhibit C & D of Attachment 1. The street vacation and easement square foot areas are roughly equal, approximately 205,300 square feet each.

The Barnes Creek Trail will ultimately provide a connection from the Regional Lake-to-Sound Trail, via the Des Moines Creek Trail, to the Highline College. The trail alignment is planned to follow the North to South route identified below.

Approximate Trail Alignment

S 216th Street to S 220th Street –within City ROW (formerly WSDOT SR509 ROW).

- February 9, 2012 City Council accepted ROW transfer to allow future extension of 16th Avenue South.

S 220th Street to Kent-Des Moines Road – Within WSDOT SR509 ROW.

- August 2014 City staff and WSDOT agreed to pursue the execution of a trail easement (lease) within the SR509 ROW.

Kent-Des Moines Road to Highline College - within City ROW.

Street Vacation Process

The street vacation process is listed in chapter 12.10 DMMC and in chapter 35.79 RCW. The process is as follows:

- Petition is filed with the Public Works Director.
- Public Works Department sends the application to all public utilities in the area.
- Public utilities state whether they have facilities in the area and request for easement if necessary.
- City departments and South King Fire and Rescue approve or disapprove proposed street vacation.
- Public Works Director approves or disapproves petition.
- Date for public hearing set by resolution.
- Notice of Public Hearing mailed to utilities, abutting property owners, printed in Seattle Times, posted at three of the most conspicuous places in the City, and placed on the right-of-way of proposed for vacation.
- Public hearing is held and any objections are noted. A second hearing may be warranted.
- City Clerk records ordinance with King County as a deed.
- The ordinance does not go into effect until the City receives compensation, if due, per the conditions and stipulations in the ordinance.

The ordinance may exercise the right to grant easements for construction, repair, and maintenance of public utilities and services.

Discussion

The area requested to be vacated is illustrated in Exhibit B of Attachment 1.

The application meets the statutory requirements of RCW 35.79 and has concurrence from the sole abutting property owner, the Washington State Department of Transportation (WSDOT). It is the recommendation of the City's Attorney Office that because the underlying property is owned by WSDOT and the vacated Rights-of-Way will belong 100% to them after the recording of the vacation, they would be the only property considered "abutting" under the statute. Therefore, the specific notice requirement under RCW 35.79.020 would only apply to them and not the neighboring properties that have no interest in the vacation. Concurrence with this statement was provided by Jim Dougherty, Municipal Research and Service Center (MRSC) land use attorney.

There are existing public utilities within the right of way including AT&T, Midway Sewer District, Puget Sound Energy, and CenturyLink. Utilities that were contacted and are not affected are: King County Water District #54, Highline Water District, Comcast, Lakehaven Utility District, South King Fire & Rescue, and Des Moines Surface Water Utility. All existing encumbrances located within the Right-of-Way to be vacated will be reserved per conditions of the ordinance.

As authorized by RCW 35.79.010 this request for vacation was initiated by the legislative action of the City Council under Resolution No. 1292 (Attachment 2).

Alternatives

The City Council may:

1. Waive Council Rule 26(a) and enact the draft ordinance on 1st reading as written.
2. Waive Council Rule 26(a) and enact the draft ordinance on 1st reading with amendments by the City Council.
3. Pass the draft ordinance on to a 2nd reading.
4. Not enact the draft ordinance and not authorize the proposed easement.

Financial Impact

By vacating these portions of currently unimproved public Right-of-Way, the property most likely will be included in future Washington State Department of Transportation surplus. This may allow the City to collect property taxes at some point in the future. It is unlikely, however, that this vacation will materially increase the assessed value of the property.

Recommendation or Conclusion

It is recommended that the City Council enact Draft Ordinance No. 15-022.

Concurrence

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

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DRAFT ORDINANCE NO. 15-022

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON, vacating certain streets, alleys, and public right-of-way in the "Historic SR 509 right-of-way area" between South 220th Street and SR 509 Kent-Des Moines Road, subject to the requirements set forth herein.

WHEREAS, the City Council has initiated vacation of certain City rights-of-way within territory which has been acquired by the Washington State Department of Transportation; and

WHEREAS, DMMC 12.10.040 adopts the street vacation procedures of Chapter 35.79 RCW; and

WHEREAS, RCW 35.79.010 authorizes the City Council to initiate such street vacation procedures by resolution and further requires setting of a public hearing and date for council action which was, in this case, established by Resolution No. 1292 fixing the public hearing for April 23, 2015, to be followed by City Council action, and

WHEREAS, no apparent municipal use of the areas to be vacated exists; and

WHEREAS, notice of the public hearing was given in accordance with RCW 35.79.020 and the public hearing was held before the Des Moines City Council on April 23, 2015, and all persons wishing to be heard were heard, and

WHEREAS, no objections to vacation were filed by any abutting property owners prior to the hearing, and no person has demonstrated special injury due to substantial impairment of access to such person's property; and

WHEREAS, pursuant to RCW 35.79.030, the Washington State Department of Transportation is compensating the City in an amount equal to the full appraised value of the area vacated by granting the City an easement for trail purposes in an area of property equal to the area vacated; and

WHEREAS, the Council finds that vacation of the aforesaid rights-of-way, as legally described on Exhibit A and as depicted on the map marked Exhibit B, to this Ordinance, is in the public interest; now therefore,

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

Sec. 1. Findings adopted. Based on the evidence presented, the City Council adopts the following findings of fact:

(1) The public rights-of-way subject to this Ordinance consist of portions of streets, alleys, and public right-of-way in the "Historic SR 509 right-of-way area" between South 220th Street and SR 509 Kent-Des Moines Road, further legally described in Section 2 of this Ordinance; and

(2) The public right-of-way described in section 2 of this Ordinance is not improved for transportation purposes;

(3) The public right-of-way described in section 2 is not used at all, as it is not improved; and

(4) The right-of-way is not required for the present and future needs of the citizens of the City of Des Moines for vehicular transportation purposes; and

(5) It is in the public interest to vacate this right-of-way.

Sec. 2. Right-of-way vacation. Subject to the requirements set forth in section 3 and 4 of this Ordinance, the public right-of-way legally described in Exhibit A (incorporated herein by this reference) and as depicted on the map marked Exhibit B (incorporated herein by this reference) is vacated and the property within the right-of-way so vacated shall belong to the respective abutting property owners, one-half to each as required by RCW 35.79.040.

Sec. 3. Conditions of right-of-way vacation. The right-of-way subject to vacation under this Ordinance shall be subject to the following conditions:

- (1) The Washington State Department of Transportation, the sole property owner abutting the rights-of-way vacated by this Ordinance, shall compensate the City in an amount equal to the appraised value of the total areas so

vacated. The Washington State Department of Transportation shall compensate the City by granting to the City a non-revocable trail easement for the property legally described in Exhibit C and depicted on the map marked Exhibit D. The total square footage of the trail easement in Exhibit C is equal to the total square footage of rights-of-way vacated pursuant to this Ordinance.

- (2) The Washington State Department of Transportation is responsible for recording the trail easement described in Section 3(1). If the easement is not obtained and recorded, and a copy of such provided to the City of Des Moines, within 180 days of the signing of this Ordinance, this Ordinance shall be repealed and the street vacation shall be null and void.
- (3) Reservation of Easements. Notwithstanding Section 2 of this Ordinance, all existing encumbrances, including easements, restrictions, and reservations, if any, located within the said rights-of-way are reserved until release by the Grantees thereof.

Sec. 4. Severability - Construction.

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

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

Sec. 5. Recordation. The City Clerk shall cause a certified copy of this Ordinance to be recorded in the records of the King County Recorder.

Sec. 6. Effective date. This Ordinance shall take effect and be in full force thirty (30) days after its passage, approval, and publication in accordance with law.

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

Mayor

APPROVED AS TO FORM:

City Attorney

ATTEST:

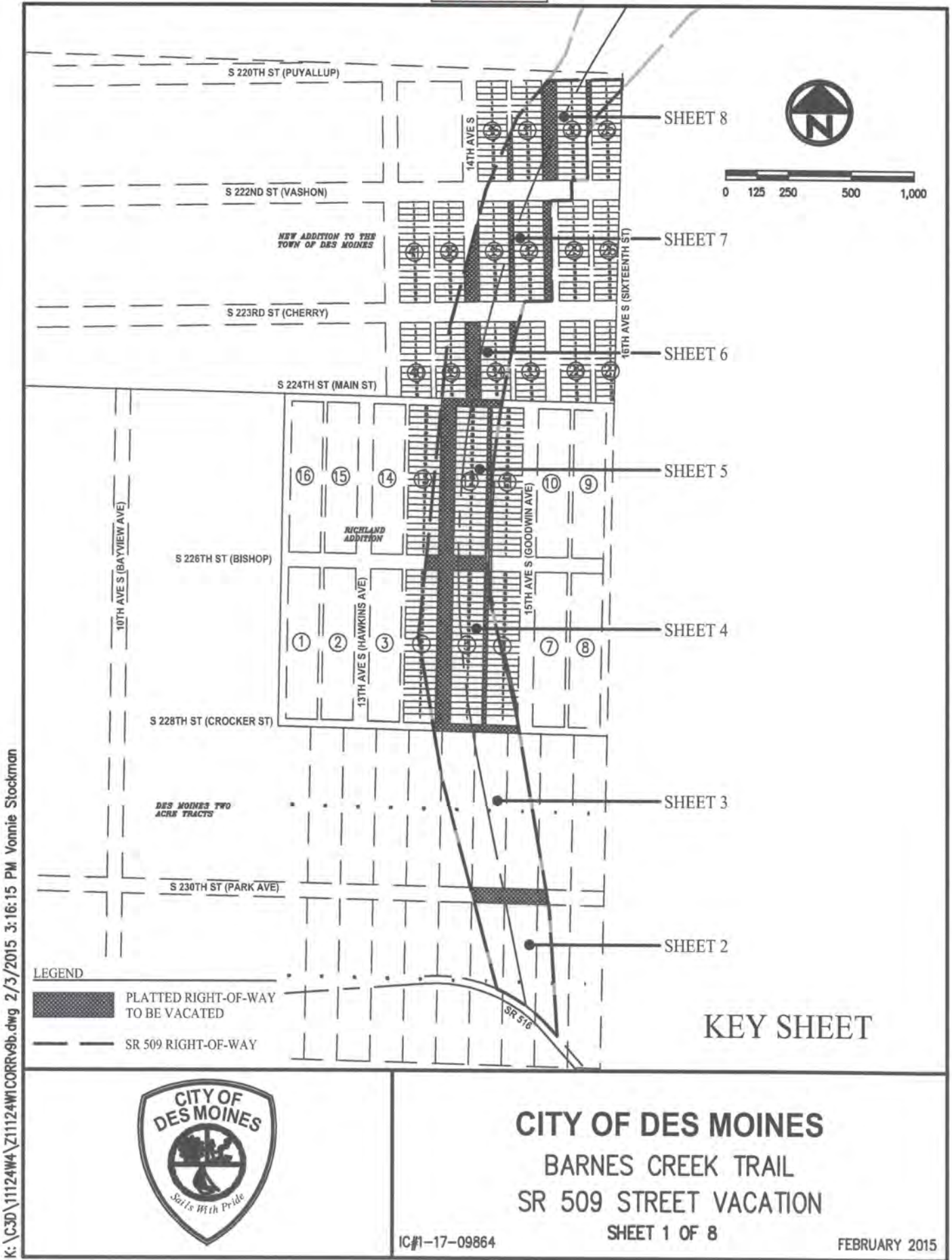
City Clerk

EXHIBIT A**CITY OF DES MOINES STREET VACATION**

THOSE PORTIONS OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, AND OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, AND OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, ALL IN TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

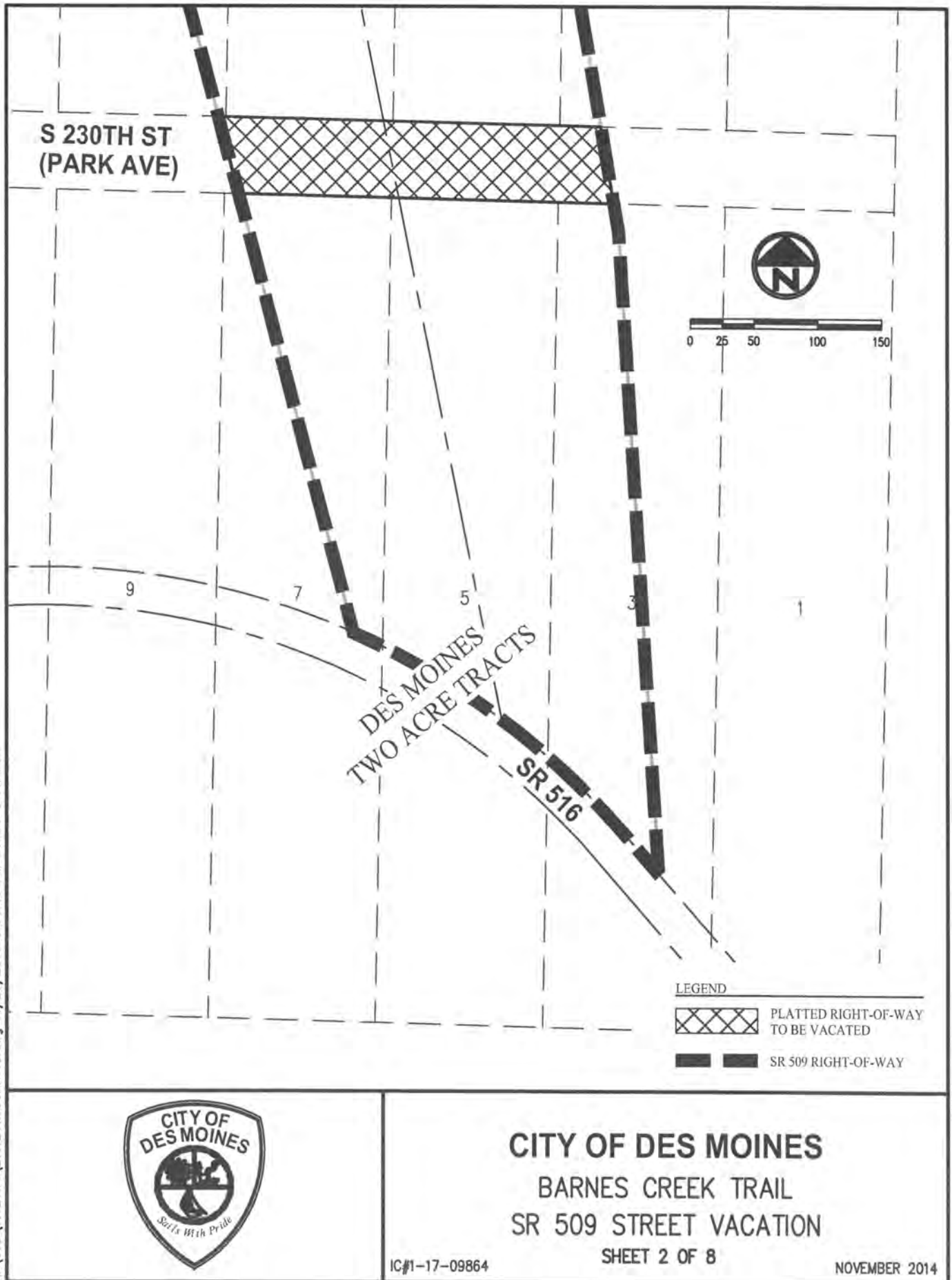
ALL THOSE ROADS AND ALLEYS DESCRIBED IN THE PLAT OF DES MOINES TWO ACRE TRACTS, THE PLAT OF RICHLAND ADDITION TO DES MOINES, AND THE PLAT OF THE NEW ADDITION TO THE TOWN OF DES MOINES LYING WITHIN THE RIGHT OF WAY OF SR509 AS SHOWN IN "SR509, MP 19.43 TO MP 23.87, SR516 TO DES MOINES WAY SOUTH, RIGHT OF WAY AND LIMITED ACCESS" PLAN, SHEETS 3-6, DATED DECEMBER 1, 1969, AND LYING BETWEEN THE SOUTH MARGIN OF SOUTH 220TH STREET AND THE NORTH MARGIN OF STATE ROUTE 516. INCLUDING BUT NOT LIMITED TO: SOUTH 230TH STREET, SOUTH 228TH STREET, SOUTH 226TH STREET, SOUTH 224TH STREET, 14TH AVENUE SOUTH, AND 15 AVENUE SOUTH.

EXCEPT SOUTH 222ND STREET AND SOUTH 223RD STREET.

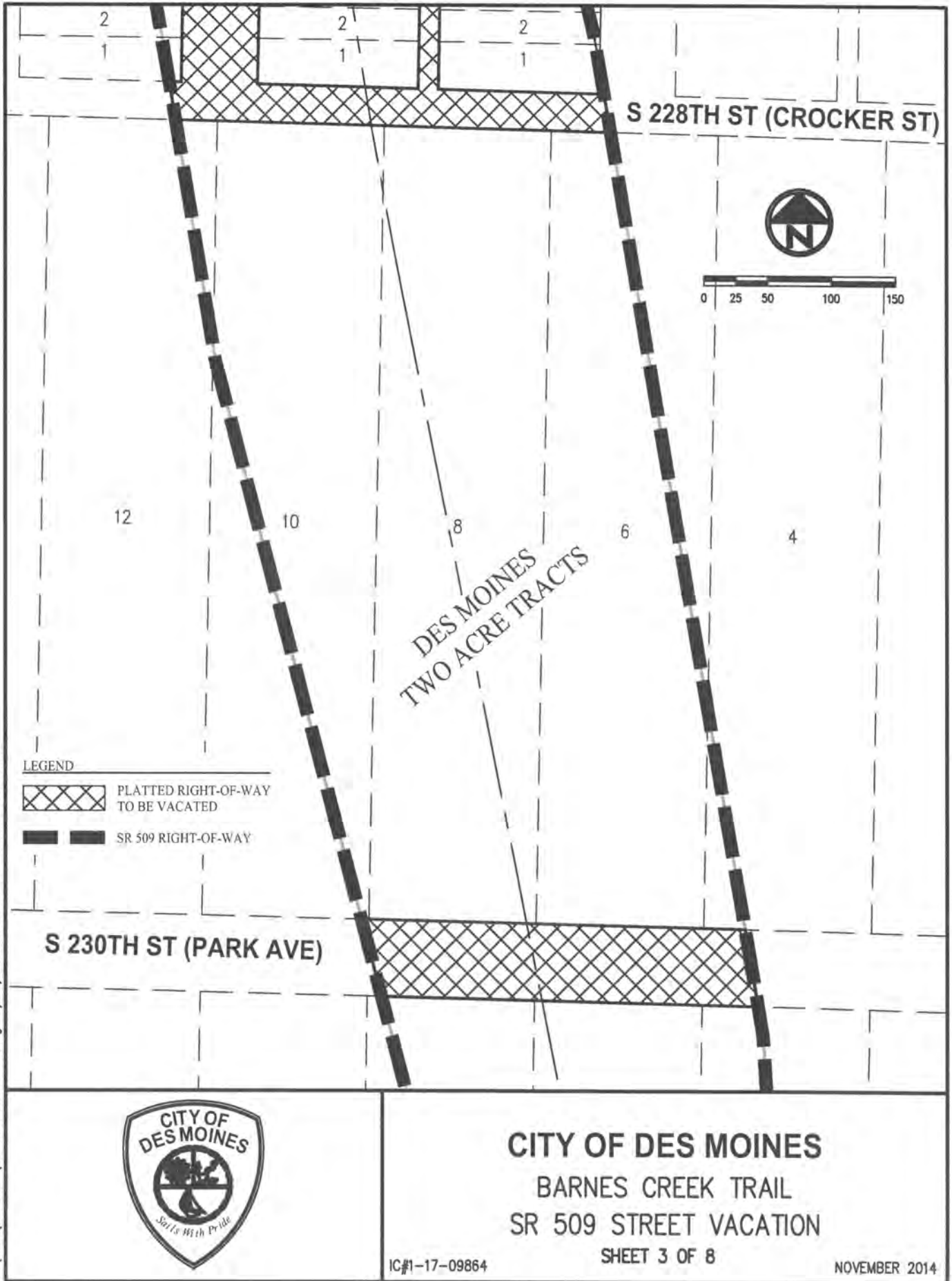


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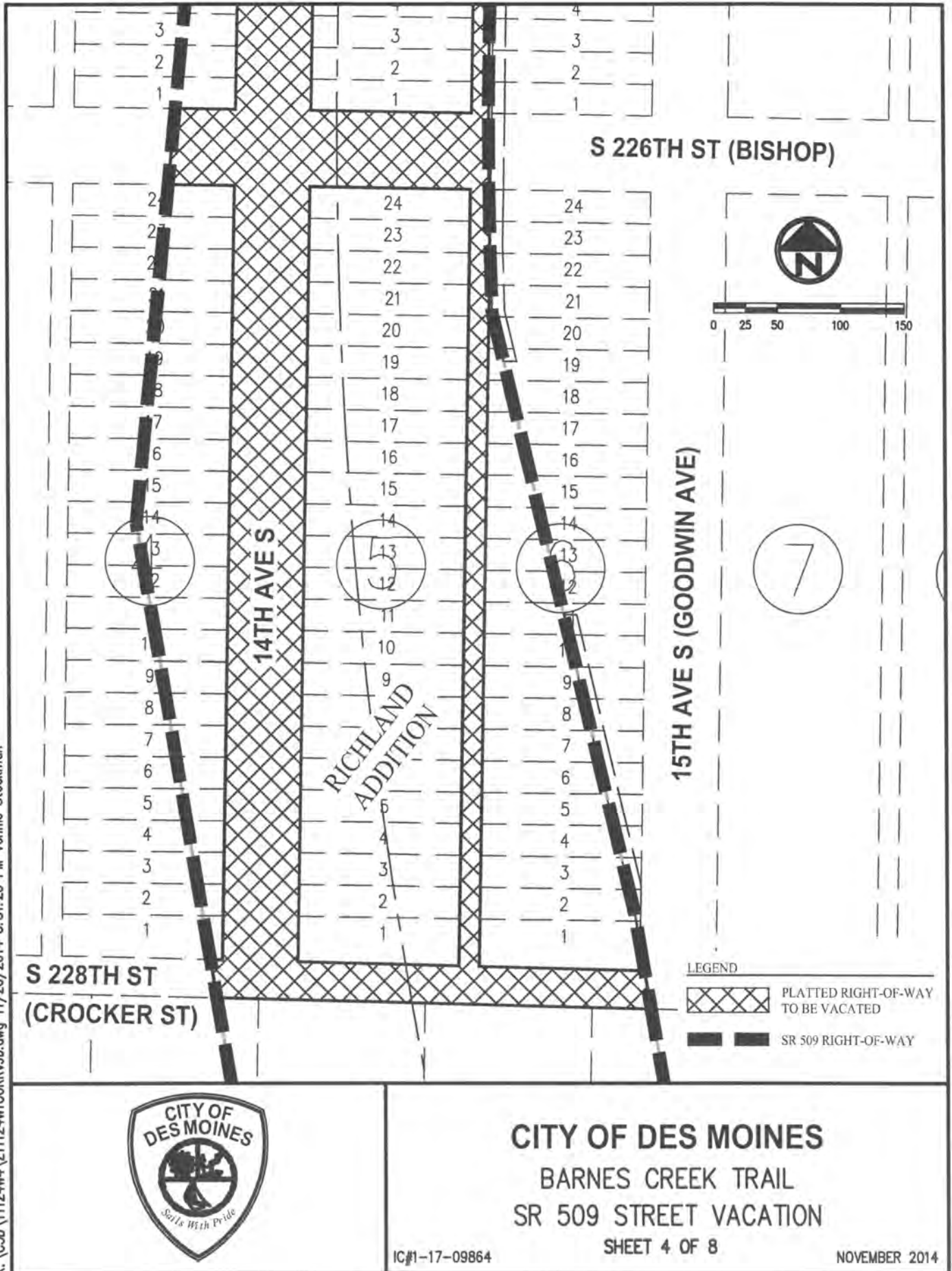
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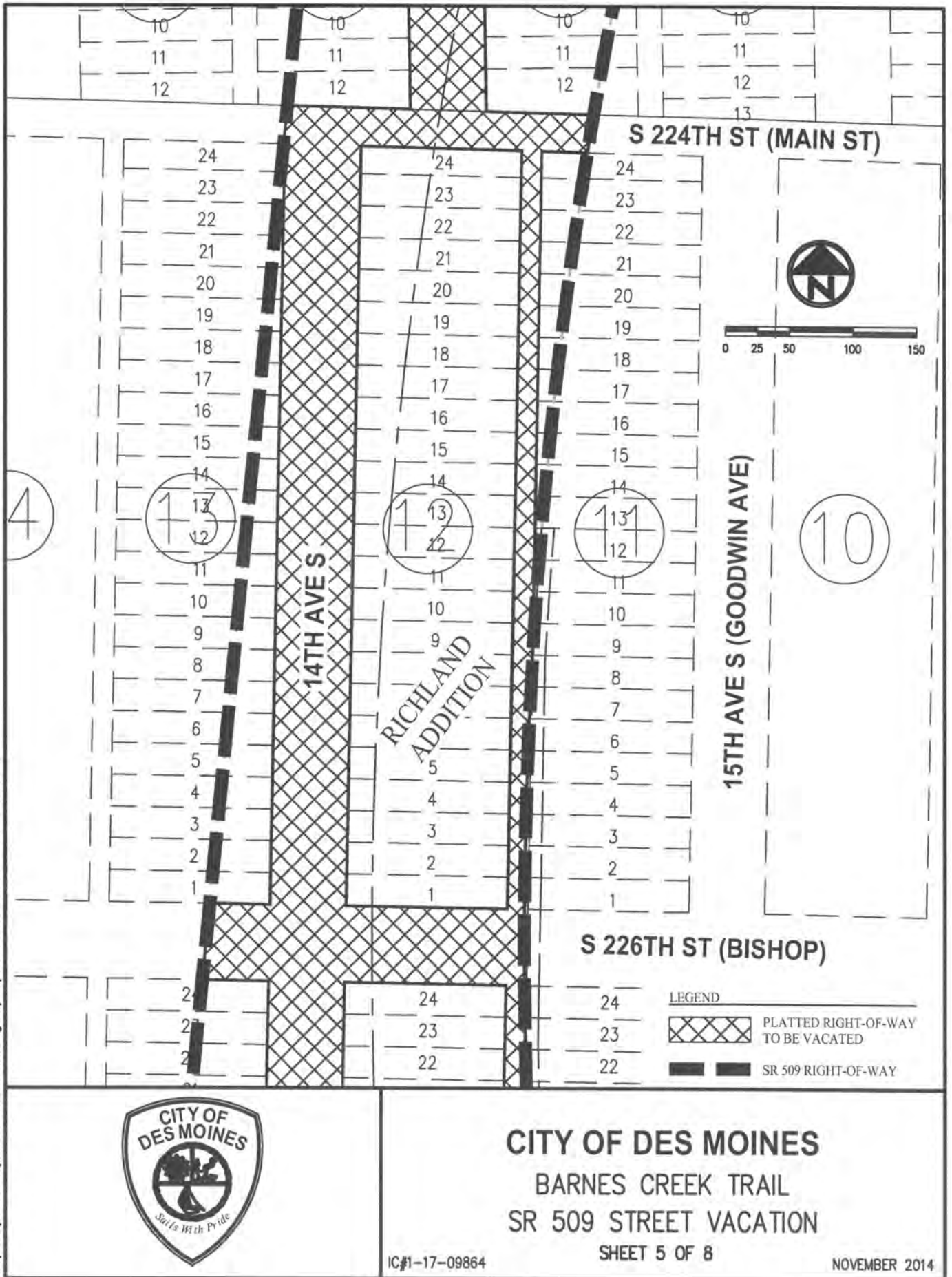
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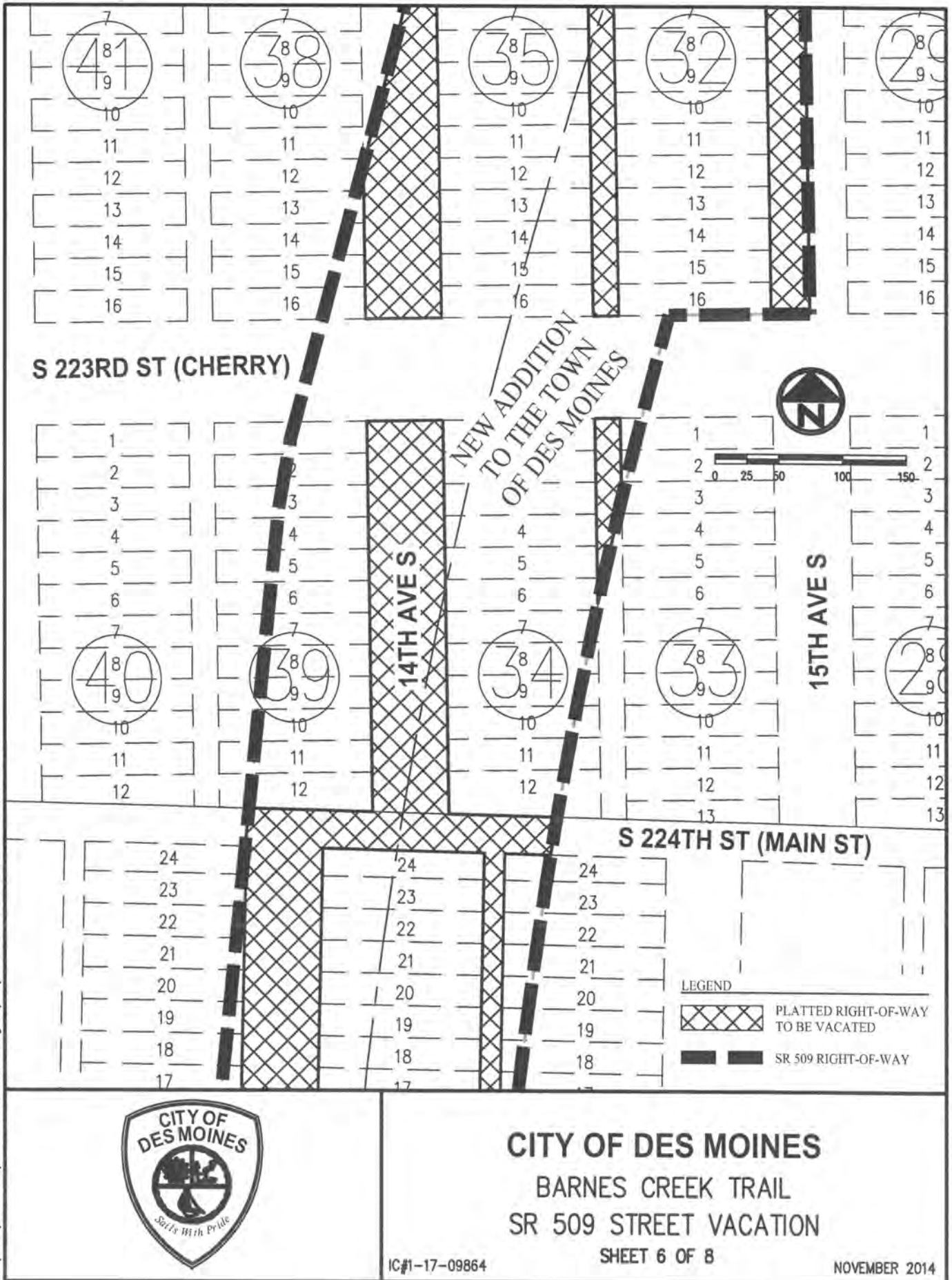
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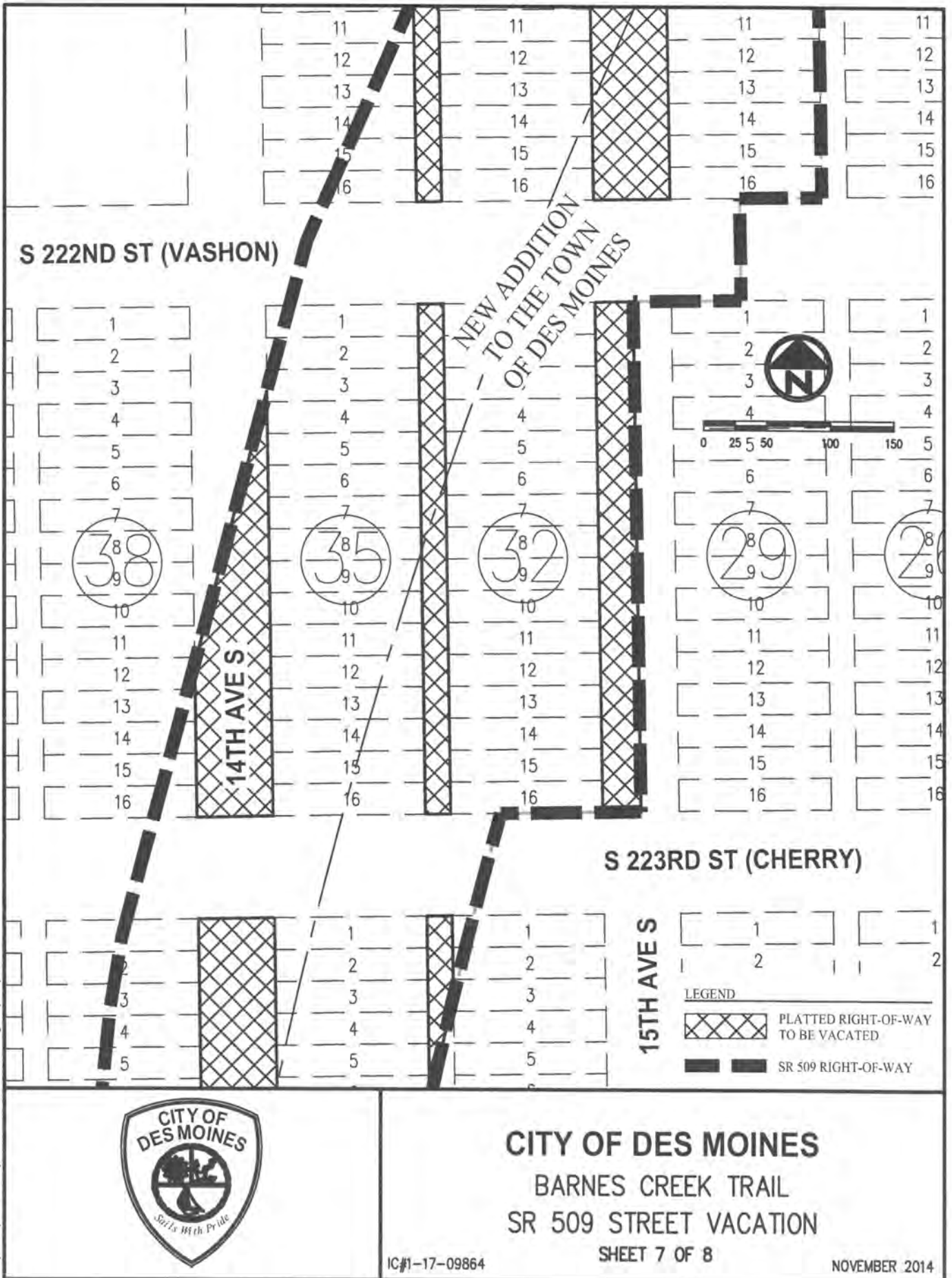




EXHIBIT C

**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

Development Division

Real Estate Services Office
PO Box 47338, Olympia WA 98504-7338
7345 Linderson Way SW
Turnwater, WA 98501

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

March 13, 2015

City of Des Moines
Attn: Andrew Merges, P.E.
21650 11th Avenue South
Des Moines, WA 98198-6317

RE: I. C. #: 1-17-09864
Plan Title: SR 509, SR 516 to Des Moines Way South

Dear Mr. Merges:

The enclosed Easement from the State of Washington is sent for your review and approval. Please sign on the line(s) provided on page 9. It is not necessary to have the signature(s) acknowledged.

After the deed has been signed, please return it to my attention at the address above. We will then have the instrument executed and recorded. It will be returned to you after recording and processing.

Please contact me if you have any questions regarding this matter.

Sincerely,

A handwritten signature in blue ink that reads "Eva Betts".

Eva Betts
Property & Acquisition Specialist
Real Estate Services
(360) 705-6944
bettse@wsdot.wa.gov

Enclosures

AFTER RECORDING RETURN TO:

ATTN: REAL ESTATE SERVICES
DEPARTMENT OF TRANSPORTATION
P.O. BOX 47338
OLYMPIA, WA 98504-7338

Document Title: Easement
Reference Number of Related Document:
Grantor: State of Washington
Grantee: City of Des Moines
Legal Description: Ptn. NE 1/4 NE 1/4 and SE 1/4 NE 1/4 Sec.17, and SE 1/4 SE 1/4 Sec. 8, all
in T22N, R4E, W.M
Additional Legal Description is on Pages 2-7 of document
Assessor's Tax Parcel Number: None assigned – Surplus Highway Right of Way

EASEMENT
(Non-Exclusive)

SR 509, SR 516 to Des Moines Way South

The STATE OF WASHINGTON acting by and through its DEPARTMENT OF TRANSPORTATION, Grantor, for and in consideration of the vacation of streets, alleys and right-of-way for equal value pursuant to Ordinance No. _____, dated _____, 2015, hereby grants and conveys unto the City of Des Moines, a municipal corporation, Grantee, a non-exclusive easement for trail purposes only, over, under, across, and upon the following described real property situated in King County, State of Washington:

Those portions of the Northeast Quarter of the Northeast Quarter, and of the Southeast Quarter of the Northeast Quarter of Section 17, and of the Southeast Quarter of the Southeast Quarter of Section 8, all in Township 22 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at a point opposite Highway Engineers Station (hereinafter referred to as HES) 748+28.76 on the SR 509 line survey of SR 509, SR 516 to Des Moines Way South, and 138.28 feet Southeasterly therefrom, said point also being the intersection of the Southerly margin of South 220th Street and the Westerly margin of 16th Avenue South;

Thence Southerly along said westerly margin of 16th Avenue South to a point opposite HES 747+95.38 on said line survey, and 155.59 feet Southeasterly therefrom;

Thence Southwesterly to a point opposite HES 746+50 on said line survey, and 120.00 feet Southeasterly therefrom;

Thence Southwesterly to a point opposite HES 745+50 on said line survey, and 120.00 feet Southeasterly therefrom;

Thence Southerly to a point opposite HES 745+39.23 on said line survey, and 125.37 feet Southeasterly therefrom;

Thence Southwesterly along a curve to the right, having a radius of 280.00 feet and an arc distance of 126.21 feet, to a point opposite HES 744+13.27 on said line survey, and 99.38 feet Southeasterly therefrom;

Thence Southwesterly to a point opposite HES 743+23.41 on said line survey and 55.56 feet Southeasterly therefrom, said point being on the Northerly margin of South 222nd Street;

Thence Westerly along said northerly margin of South 222nd Street to a point opposite HES 742+85.64 on said line survey and 31.49 feet Northwesterly therefrom;

Thence Northeasterly to a point opposite HES 743+55.98 on said line survey and 4.67 feet Southeasterly therefrom;

Thence Northeasterly to a point opposite HES 744+39.68, on said line survey and 45.28 feet Southeasterly therefrom;

Thence Northeasterly along a curve to the left, having a radius of 220.00 feet and an arc distance of 145.85 feet, to a point opposite HES 745+84.13 on said line survey and 58.74 feet Southeasterly therefrom;

Thence Northerly to a point opposite HES 746+50.87 on said line survey and 40.95 feet Southeasterly therefrom;

Thence Northerly along a curve to the left, having a radius of 70.00 feet and an arc distance of 11.89 feet, to a point opposite HES 746+62.09 on said line survey and 36.78 feet Southeasterly therefrom;

Thence Northerly to a point opposite HES 747+44.59 on said line survey and 3.41 feet Northwesterly therefrom, said point also being on said Southerly margin of South 220th Street;

Thence Easterly along said Southerly margin of South 220th Street to the point of beginning.

Together With:

Beginning at a point opposite HES 742+49.73 on said line survey and 89.85 feet Southeasterly therefrom, said point being the intersection of the centerline of 15th Avenue South and the Southerly Margin of said South 222nd Street;

Thence Southerly along said centerline of 15th Avenue South to a point opposite HES 741+84.52, on said line survey and 115.71 feet Southeasterly therefrom;

Thence Southwesterly to a point opposite HES 740+78.00 on said line survey and 10.82 feet Northwesterly therefrom;

Thence Southwesterly along a curve to the left having a radius of 186.96 feet and an arc distance of 155.81 feet, to a point opposite HES 739+46.04 on said line survey and 82.14 feet Northwesterly therefrom;

Thence Southwesterly to a point opposite HES 737+97.95 on said line survey and 98.72 feet Northwesterly therefrom;

Thence Southerly along a curve to the left having a radius of 100.00 feet and an arc distance of 37.53 feet, to a point opposite HES 737+61.59 on said line survey and 96.64 feet Northwesterly therefrom, said point being on the Northerly margin of South 223rd Street;

Thence Westerly along said Northerly margin of South 223rd Street to a point opposite HES 737+49.12 on said line survey and 142.75 feet Northwesterly therefrom;

Thence Northeasterly to a point opposite HES 737+71.04 on said line survey and 142.71 feet Northwesterly therefrom;

Thence Northeasterly to a point opposite HES 739+49.55 on said line survey and 121.98 feet Northwesterly therefrom;

Thence Northeasterly along a curve to the right having a radius of 226.96 feet and an arc distance of 189.14 feet, to a point opposite HES 741+08.82 on said line survey and 36.09 feet Northwesterly therefrom;

Thence Northeasterly to a point opposite HES 741+52.66 on said line survey and 16.81 feet Southeasterly therefrom;

Thence Northeasterly and Northerly along a curve to the left having a radius of 40.00 feet and an arc distance of 48.96 feet, to a point opposite HES 741+97.39 on said line survey and 28.38 feet Southeasterly therefrom;

Thence Northerly to a point opposite HES 742+20.38 on said line survey and 19.63 feet Southeasterly therefrom, said point also being on said southerly margin of south 222nd Street;

Thence Easterly along said Southerly margin of South 222nd Street to the point of beginning. Together with:

Beginning at a point opposite HES 736+68.90 on said line survey and 143.95 feet Northwesterly therefrom, said point also being on the Southerly margin of said South 223rd Street;

Thence Easterly along said Southerly margin of South 223rd Street to a point opposite HES 736+85.51 on said line survey and 77.65 feet Northwesterly therefrom;

Thence Southwesterly along a curve to the right having a radius of 70.00 feet and an arc distance of 41.50 feet, to a point opposite HES 736+46.21 on said line survey and 85.67 feet Northwesterly therefrom;

Thence Southwesterly to a point opposite HES 736+31.80 on said line survey and 93.73 feet Northwesterly therefrom;

Thence Southerly along a curve to the left having a radius of 30.00 feet and an arc distance of 17.15 feet, to a point opposite HES 736+15.67 on said line survey and 97.40 feet Northwesterly therefrom;

Thence Southerly to a point opposite HES 735+64.92 on said line survey and 94.34 feet Northwesterly therefrom;

Thence Southerly along a curve to the left having a radius of 741.74 feet and an arc distance of 101.36 feet, to a point opposite HES 734+66.42 on said line survey and 83.37 feet Northwesterly therefrom;

Thence Southerly to a point opposite HES 732+54.86 on said line survey and 53.45 feet Northwesterly therefrom;

Thence Southerly along a curve to the left having a radius of 270.68 feet and an arc distance of 78.57 feet, to a point opposite HES 731+79.78 on said line survey and 34.28 feet Westerly therefrom;

Thence Northeasterly to a point opposite HES 731+81.64 on said line survey and 29.64 feet Westerly therefrom;

Thence Southeasterly along a curve to the left having a radius Of 265.68 feet and an arc distance of 37.99 feet, to a point opposite HES 731+47.65 on said line survey and 13.10 feet Westerly therefrom;

Thence Southeasterly to a point opposite HES 730+11.23 on said line survey and 61.17 feet Easterly therefrom;

Thence Southeasterly along a curve to the right having a radius of 724.00 feet and an arc distance of 176.28 feet, to a point opposite HES 728+41.67 on said line survey and 120.00 feet Easterly therefrom;

Thence Southerly along a curve to the left having a radius of 3880.00 feet and an arc distance of 234.36 feet to a point opposite HES 726+00 on said line survey and 120.00 feet Easterly therefrom;

Thence Southeasterly to a point opposite HES 721+00 on said line survey and 185.00 feet Northeasterly therefrom;

Thence Southerly to a point opposite HES 713+00.00 on said line survey and 165.00 feet Northeasterly therefrom;

Thence Southerly to a point opposite HES 710+50.00 on said line survey and 131.50 feet Northeasterly therefrom;

Thence Southerly to a point opposite HES 708+00 on said line survey and 98.07 feet Northeasterly therefrom, said point also being on the Northeasterly margin Of SR 516;

Thence Northwesterly along said Northeasterly margin of SR 516 to a point opposite HES 708+37.77 on said line survey and 76.78 feet Northeasterly therefrom;

Thence Northwesterly along said Northeasterly margin of SR 516 along a curve to the left having a radius of 603.15 feet and an arc distance of 129.63 feet to a point opposite HES 709+42.76 on said line survey and 1.04 feet Northeasterly therefrom;

Thence Northeasterly to a point opposite HES 710+43.05 on said line survey and 76.31 feet Northeasterly therefrom;

Thence Easterly to a point opposite HES 710+41.05 on said line survey and 89.94 feet Northeasterly therefrom;

Thence Northerly to a point opposite HES 712+90.97 on said line survey and 123.43 feet Northeasterly therefrom;

Thence Westerly to a point opposite HES 712+93.63 on said line survey and 103.61 feet Northeasterly therefrom;

Thence Northerly to a point opposite HES 713+04.85 on said line survey and 105.11 feet Northeasterly therefrom;

Thence Northerly to a point opposite HES 714+78.33 on said line survey and 110.07 feet Northeasterly therefrom;

Thence Easterly to a point opposite HES 714+77.90 on said line survey and 125.07 feet Northeasterly therefrom;

Thence Northerly to a point opposite HES 720+98.15 on said line survey and 140.01 feet Northeasterly therefrom;

Thence Northwesterly to a point opposite HES 721+83.35 on said line survey and 133.26 feet Easterly therefrom;

Thence Northeasterly to a point opposite HES 721+84.79 on said line survey and 148.20 feet Easterly therefrom;

Thence Northwesterly to a point opposite HES 725+97.03 on said line survey and 90.00 feet Easterly therefrom;

Thence Northerly along a curve to the right having a radius of 3910.00 feet and an arc distance of 76.14 feet, to a point opposite HES 726+74.91 on said line survey and 90.00 feet Easterly therefrom;

Thence Westerly to a point opposite HES 726+74.97 on said line survey and 88.28 feet Easterly therefrom;

Thence Northerly to a point opposite HES 727+38.23 on said line survey and 86.60 feet Easterly therefrom;

Thence Northerly along a curve to the left having a radius of 679.00 feet and an arc distance of 104.96 feet, to a point opposite HES 728+44.39 on said line survey and 73.46 feet Easterly therefrom;

Thence Southwesterly to a point opposite HES 728+38.96 on said line survey and 49.04 feet Easterly therefrom;

Thence Northwesterly along a curve to the left having a radius of 654.00 feet and an arc distance of 147.89 feet, to a point opposite HES 729+78.67 on said line survey and 0.92 feet Westerly therefrom;

Thence Northwesterly To a point opposite HES 731+13.61 on said line survey and 74.06 feet Westerly therefrom;

Thence Northerly along a curve to the right having a radius of 335.68 feet and an arc distance of 110.11 feet, to a point opposite HES 732+13.94 on said line survey and 112.49 feet Westerly therefrom;

Thence Northerly to a point opposite HES 736+00.12 on said line survey and 141.00 feet Northwesterly therefrom;

Thence Northerly to a point opposite HES 736+26.44 on said line survey and 142.43 feet Northwesterly therefrom;

Thence Northerly to a point opposite HES 736+56.48 on said line survey and 144.28 feet Northwesterly therefrom;

Thence Northeasterly to the point of beginning.

EXCEPT, The Grantee herein, including its successors or assigns, shall have no right of ingress and egress to, from and between the unconstructed highway right of way of SR 509 and the lands herein described, nor shall the Grantee herein, its successors or assigns, be entitled to compensation for any loss of access, light, view and/or air occasioned by the location, construction, reconstruction, maintenance or operation of said highway or for any reason should the Grantor sell such unconstructed state-owned highway right of way.

The specific details concerning all of which may be found on sheets 3 and 4 of that certain plan entitled SR 509, SR 516 to Des Moines Way South, now of record and on file in the Office of the Secretary of Transportation at Olympia, Washington, bearing date of approval December 1, 1969, revised February 20, 2015.

Subject to all existing encumbrances, including easements, restrictions and reservations, if any.

Grantee its successors or assigns, agrees to and shall maintain the property in good, sanitary and safe repair.

The Grantee herein, on behalf of itself and its successors or assigns, as part consideration made herein, waives and/or releases Grantor from any past, present, or future claims for damages directly or indirectly caused by the state-owned unconstructed highway drainage or runoff, and further Grantee, its, successors or assigns, shall have no right of compensation for damages to the property herein conveyed caused directly or indirectly by the state-owned unconstructed highway drainage or runoff.

The Grantee, its successors or assigns, shall protect, save, and hold harmless the Grantor, its successors, assigns, agents and/or employees, from all claims, actions, costs, damages (both to persons and/or property), or expenses of any nature whatsoever by reason of the acts or omissions of the Grantee, its agents, contractors, licensees, invitees, employees, or any person whomsoever arising out of or in connection with any acts or activities related to this non-exclusive trail Easement. The Grantee, its successors or assigns, further agrees to defend the Grantor, its successors, assigns, agents and/or employees in any litigation, including payment of any judgments, costs or attorney's fees, for any claims or action commenced arising out of or in connection with acts or activities related to this non-exclusive trail Easement. This obligation shall not include such claims, costs, damages (both to persons and/or property), or expenses which may be caused by the negligence of the Grantor or its successors, assigns, agents and/or employees; provided that, if the claims or damages are caused by or result from the concurrent negligence of (a) the Grantor, its successors, assigns, agents and/or employees and (b) the Grantee, its successors, assigns, agents, contractors, licensees, invitees, employees, and/or any other person, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee or Grantee's successors, assigns, agents, contractors, licensees, invitees, employees and/or any other person.

The Grantee, its successors or assigns, as part consideration herein does hereby agree to comply with all civil rights and anti-discrimination requirements of chapter 49.60 RCW as to the lands herein described.

The lands herein described are not required exclusively for state highway purposes and are conveyed pursuant to the provisions of RCW 47.12.063.

Dated at Olympia, Washington, this _____ day of _____, 2015.

WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION

Lynn Peterson
Secretary of Transportation

APPROVED AS TO FORM:

By: 

Senior Counsel

REVIEWED AS TO FORM:

City of Des Moines

By: _____

Name: _____

Title: _____

STATE OF WASHINGTON)

) : ss

County of Thurston)

On this _____ day of _____, 2015, before me personally appeared Lynn Peterson, known to me as the Secretary of Transportation, Washington State Department of Transportation, and executed the foregoing instrument, acknowledging said instrument to be the free and voluntary act and deed of the State of Washington, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

Given under my hand and official seal the day and year last above written.

Notary (print name) _____

Notary Public in and for the State of Washington, residing
at Olympia

My Appointment Expires _____

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this _____ day of _____, 2015, before me personally appeared Anthony A. Piasecki, known to me as the Des Moines City Manager, and executed the foregoing instrument, acknowledging said instrument to be the free and voluntary act and deed of the City of Des Moines, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

Given under my hand and official seal the day and year last above written.

Notary (print): _____
 Notary Public in and for the State of
 Washington, residing at _____

My Appointment Expires:_____

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AIRSPACE LEASE SCHEDULE		
NUMBER	LESSEE	LOCATION
AA 1-06623	City of Des Moines	Sta. 708+00 to Sta. 720+70± on Rt.

T.22N. R.4E. W.1/2

EXHIBIT D

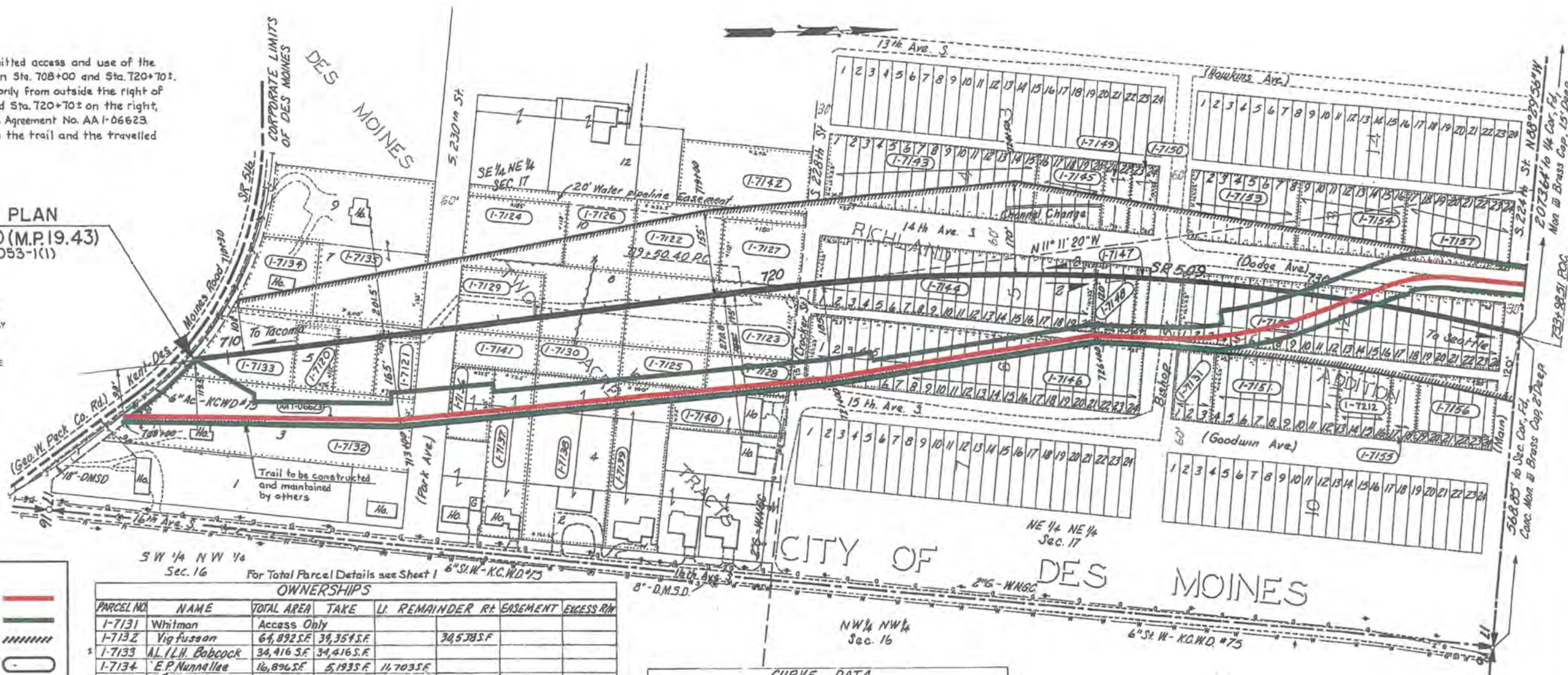
REGION NO.	STATE	FED. AID PROJECT NO.	SHEET NO.
10		QU-053-1(1)	

ACCESS NOTE

Non-motorized traffic will be permitted access and use of the trail designated on the right between Sta. 708+00 and Sta. 720+70±. Access to the trail will be permitted only from outside the right of way at Sta. 708+00, Sta. 713+50± and Sta. 720+70± on the right, subject to the conditions of Airspace Agreement No. AA 1-06623. No access will be permitted between the trail and the travelled highway lanes.

BEGINNING OF PLAN
SR 509 STA 709+40 (M.P. 19.43)
BEGINNING OF QU-053-1(1)

ALL PLANS ARE SUBJECT TO CHANGE. OWNERSHIP SHOULD BE VERIFIED PROPOSED PROPERTY RIGHTS SHOWN MAY NOT HAVE BEEN ACQUIRED ENCUMBRANCES MAY OR MAY NOT BE SHOWN PARTIES SEEKING CURRENT PLAN INFORMATION SHOULD CONSULT THE DEPARTMENT OF TRANSPORTATION HEADQUARTERS RIGHT OF WAY PLANS OFFICE FOR THE OFFICIAL PLAN ON FILE FOR ENCUMBRANCE INFORMATION CONSULT THE DEPARTMENT OF TRANSPORTATION HEADQUARTERS REAL ESTATE SERVICES OFFICE.



LEGEND	
BICYCLE & PEDESTRIAN PATH CENTERLINE	
BICYCLE & PEDESTRIAN PATH LIMITS	
ACCESS TO BE PROHIBITED SHOWN THUS	
PROPERTY OWNERSHIP NUMBERS	
PROPERTY LINES	
Water Line	
Gas Line	
Sewer Line	
Buried Telephone Cable	
Fence Line	
Water Meter	
Fire Hydrant	
Catch Basin	
Manhole	
Water Valve	
Gas Valve	
Scale Bar	

UTILITY LEGEND

S.W.D. City of Seattle Water Department
W.N.G.C. Washington Natural Gas Company
P.N.B. Pacific Northwest Bell
D.M.S.D. Des Moines Sewer District
K.C.W.D.#75 King County Water District No. 75
K.C.W.D.#49 King County Water District No. 49
S.S.S.D. Southwest Suburban Sewer District

OWNERSHIPS						
PARCEL NO.	NAME	TOTAL AREA	TAKE	LI. REMAINDER	RT. EASEMENT	EXCESS RM.
I-7131	Whitman	Access Only				
I-7132	Vigfusson	64,892 S.F.	39,354 S.F.	30,538 S.F.		
I-7133	AL. I.L.H. Bobcock	34,416 S.F.	34,416 S.F.			
I-7134	E.P. Nunnallee	16,896 S.F.	5,193 S.F.	11,703 S.F.		
I-7135	J.E. Nunnallee	66,700 S.F.	17,300 S.F.	49,400 S.F.		
I-7136	Seattle House & Handel	10,230 S.F.	7,711 S.F.	2,519 S.F.		
I-7137	M.T. & J.W. Paulson	23,335 S.F.	6,599 S.F.	16,736 S.F.		
I-7138	Query	46,360 S.F.	9,563 S.F.	36,797 S.F.		
I-7139	C.A. & J.M. Vandenberg	30,110 S.F.	3,850 S.F.	26,260 S.F.		
I-7140	H.E. & G.M. Swafford	16,288 S.F.	1,102 S.F.	15,186 S.F.		
I-7141	Lange	10,230 S.F.	10,230 S.F.			
I-7142	C.A. & R.P. Browning	27,588 S.F.	1,948 S.F.	26,129 S.F.		
I-7143	Miller & Backman	48,820 S.F.	16,149 S.F.	32,671 S.F.		
I-7144	Miller & Backman	65,040 S.F.	65,040 S.F.			
I-7145	Seibert	16,900 S.F.	8,125 S.F.	7,775 S.F.		
I-7146	Miller & Backman	77,766 S.F.	38,319 S.F.	39,447 S.F.		
I-7147	Moan	3,180 S.F.	3,180 S.F.			
I-7148	E.E. & T.M. Van Winkle	9,540 S.F.	9,540 S.F.			
I-7149	King County	6,360 S.F.	2,950 S.F.	3,410 S.F.		
I-7150	E.H.E. Wooliscroft	6,360 S.F.	2,750 S.F.	3,610 S.F.		
I-7151	Pankratz Lumber Co.	28,627 S.F.	150 S.F.	28,477 S.F.		
I-7152	B.L. & N.J. Yeaman	75,665 S.F.	75,665 S.F.			
I-7153	E.H. & E. Wooliscroft	25,446 S.F.	8,900 S.F.	16,546 S.F.		
I-7154	King County	25,466 S.F.	6,200 S.F.	19,266 S.F.		
I-7155	Whitman	6,360 S.F.	800 S.F.	5,560 S.F.		
I-7156	Young	18,500 S.F.	3,400 S.F.	15,100 S.F.		
I-7157	Green	25,130 S.F.	3,600 S.F.	21,530 S.F.		
I-7120	Lange	8,512 S.F.	8,512 S.F.			
I-7121	Lange	0,512 S.F.	0,512 S.F.			
I-7122	Lange	20,120 S.F.	20,520 S.F.	3,600 S.F.		
I-7123	Lange	17,360 S.F.	17,360 S.F.			
I-7124	Lange	44,280 S.F.	27,910 S.F.	16,370 S.F.		
I-7125	Lange	10,230 S.F.	10,230 S.F.			

CURVE DATA				
P.I. STA.	Δ	R	T	L
735+48.94	43°34'00"R	4000'	1598.54'	3,041.53'

NOTES

ALL BEARINGS AND DISTANCES PRECEDED BY AN ASTERISK ARE TAKEN FROM TITLE REPORTS AND/OR PLAT MAPS.

OWNERSHIPS					
PARCEL NO.	NAME	TOTAL AREA	TAKE	LI. REMAINDER	RT. EASEMENT
I-7126	Shevling	20,600 S.F.	8,830 S.F.	11,770 S.F.	
I-7127	Shevling	40,360 S.F.	40,360 S.F.		
I-7128	Shevling	10,230 S.F.	9,930 S.F.	300 S.F.	
I-7129	Shevling	17,360 S.F.	17,360 S.F.		
I-7130	Shevling	10,230 S.F.	10,230 S.F.		
I-7121	G.R. & E. Holmwig	12,725 S.F.	750 S.F.	11,975 S.F.	

REFERENCE	AUTHORITY	DATE	SUBSEQUENT APPROVAL
Letter 2-18-15	2-20-15	Added Bicycle & Pedestrian Path Centerline & Limits, Added Ownership Verification	MRW
Letter 9-23-17	3-17-18	Non-motorized traffic permitted access to trail Sta. 708+00 to Sta. 720+70± on Rt. subject to conditions of Airspace Agreement AA 1-06623	RLS
Letter 1-17-18	2-15-18	Revised access parcel I-7140	WLM
Letter 4-13-18	1-2-18	Revised ownership boundary & area parcel I-7151 by remainder 9%	WLM
Letter 5-24-18	5-24-18	Revised ownership boundary & area parcel I-7151 by remainder 9%	WLM
Letter 8-25-11	9-24-11	Revised ownership boundary & area parcel I-7120 from I-7120	RLS
Letter 7-27-11	8-20-11	Added limit Federal Aid Program	WLM

This plan conforms to the access provisions in the Findings and Order issued by the Highway Commission on July 22, 1969.

SR 509 MP 19.43 TO MP 23.87
SR 516 TO DES MOINES WAY SOUTH
KING COUNTY

RIGHT OF WAY AND LIMITED ACCESS
FULLY CONTROLLED
Station 708+40 to Station 733+98.51

WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
OLYMPIA, WASHINGTON

DATE: Dec. 1, 1969

SHEET 3 OF 22 SHEETS

Designated for Limited Access Control by Commission Resolution No. 95, July 23, 1953

OWNERSHIPS						
PARCEL NO.	NAME	TOTAL AREA	TAKE	LI. REMAINDER RT.	ERSEMENT	EXCESS RT.
1-7158	R.P. & B.J. Body	18,000 S.F.	600 S.F.	17,400 S.F.		
1-7159	Green	37,173 S.F.	34,500 S.F.	2,673 S.F.		
1-7160	Green	36,425 S.F.	26,298 S.F.	10,127 S.F.		
1-7161	Not Used					
1-7162	G.M. & M.M. Andrus	7,320 S.F.	5,100 S.F.	2,220 S.F.		
1-7163	H.E. & E.M. Wills	15,000 S.F.	15,000 S.F.			
1-7164	V.B. & G.A. Clarke	33,000 S.F.	33,000 S.F.			
1-7165	J.E. & L.C. Jenkins	47,520 S.F.	46,883 S.F.	637 S.F.		
1-7166	R.E. & R.M. Gildersleeve	35,520 S.F.	2,250 S.F.	33,270 S.F.		
1-7167	Not Used					
1-7168	Kaulum	12,500 S.F.	2,625 S.F.	9,875 S.F.		
1-7169	R.C. Greene	23,200 S.F.	1,658 S.F.	21,542 S.F.		
1-7170	S.O. & B.A. Rogers	13,200 S.F.	11,160 S.F.	2,040 S.F.		
1-7171	Jones	24,000 S.F.	24,000 S.F.			
1-7172	Jones	24,000 S.F.	24,000 S.F.			
1-7173	G. & M. Clemens	48,000 S.F.	35,232 S.F.	12,768 S.F.		
1-7174	R.D. & E.N. Vergani	24,000 S.F.	5,903 S.F.	18,097 S.F.		
1-7175	Burman	24,000 S.F.	5,900 S.F.	18,100 S.F.		
1-7176	C. & E. Paulson	15,000 S.F.	2,294 S.F.	12,706 S.F.		
1-7177	W.J. & M.J. Tansie	10,800 S.F.	8,335 S.F.	2,465 S.F.		
1-7178	Peterson	577,800 S.F.	238,400 S.F.	870 S.F.	338,330 S.F.	
1-7179	G.C. & V.L. Sykes	180,961 S.F.	81,762 S.F.	99,199 S.F.		
1-7180	NOT USED					
1-7186	NOT USED					
1-7199	O.C. & A.F. Vosburgh	14,700 S.F.	5,800 S.F.	8,900 S.F.		

ACCESS NOTES

Traffic movement will be permitted under the highway structures at S. 223rd Street Station 737+47.78 and S. 222nd St Sta. 742+57.08

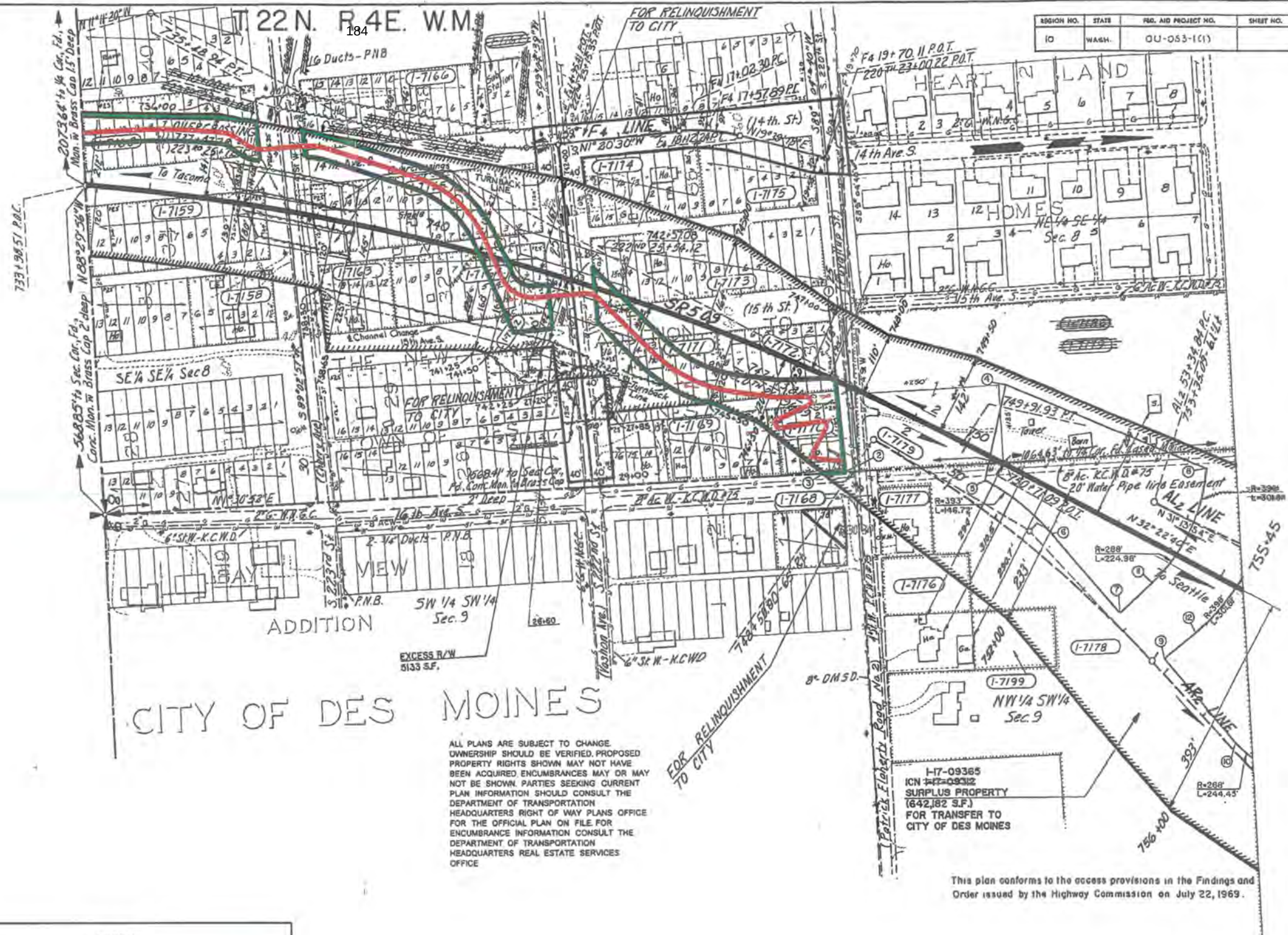
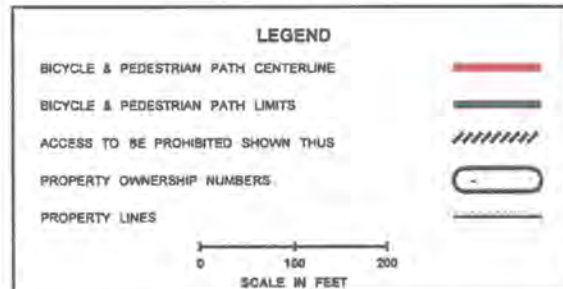
NOTE:

All bearings and distances preceded by an asterisk are taken from Title Reports and/or Plat Maps.

For Total Parcel Details see Sheet 1

CURVE DATA				
P.I. STA.	Δ	R	T	L
735 + 48.94	43°34'00" R	4000'	1598.54'	3041.53'
AR = 51 + 61.25	17°42'19" R	2000'	311.50'	618.03'
PC = 13 + 78.95	16°14'42" L	300'	82.82'	85.06'
PT = 17 + 57.89	20°59'48" R	300'	56.59'	109.94'

POINT NO.	STATION	OFFSET
1	746+79.3	122.3' LT.
2	748+28.76	158.28' RT.
3	747+95.38	155.58' RT.
4	750+3.98	122.70' LT.
5	750+57.42	37.57' RT.
6	752+00.64	65.21' RT.
7	753+71.24	132.79' RT.
8	753+98.71	158.21' RT.
9	754+75.35	168.96' RT.
10	756+27.35	228.87' RT.
11	753+99.65	61.07' RT.
12	755+01.92	101.56' RT.



ALL PLANS ARE SUBJECT TO CHANGE. OWNERSHIP SHOULD BE VERIFIED. PROPOSED PROPERTY RIGHTS SHOWN MAY NOT HAVE BEEN ACQUIRED. ENCUMBRANCES MAY OR MAY NOT BE SHOWN. PARTIES SEEKING CURRENT PLAN INFORMATION SHOULD CONSULT THE DEPARTMENT OF TRANSPORTATION HEADQUARTERS RIGHT OF WAY PLANS OFFICE FOR THE OFFICIAL PLAN ON FILE FOR ENCUMBRANCE INFORMATION. CONSULT THE DEPARTMENT OF TRANSPORTATION HEADQUARTERS REAL ESTATE SERVICES OFFICE.

REFERENCE	AUTHORITY	DATE	SUBSEQUENT APPROVAL
Letter 2-18-15	2-20-15	Added Bicycle & Pedestrian Path Centerline & Limits; Added Ownership Verification Note; Revised Legend	MRW
Letter 12-13-1	12-15-1	Revised ICN 1-7-09312 to 1-7-09365	RLS
Letter 1-3-1	8-9-1	Deleted Curve Data R=398', L=301.8' Between Points 8 and 11	RLS
Letter 10-4-1	10-20-1	Revised Point No. 2 in Point Table	RLS
Letter 8-5-1	9-16-1	Added ICN 1-7-09312 For Transfer to the City of Des Moines; Revised Ownership Verification Note; Added Point Table 1 thru 12	RLS
Letter 3-22-05	10-14-05	Revised R/W and L/A and Noted Excess R/W on Rt. Sta. 741+00 to S. 222nd St	RLS
Letter 8-28-13	9-14-13	Revised boundary & areas parcel 1-7179, deleted parcel 1-7186	RLS
Letter 3-15-18	Comm. Res. 2505	Set alignment & R/W. Full line 10+00 to 14+00, deleted centerline S. 222nd St & added curve centerline 14+00 to 14+50, revised R/W on Rt. Sta. 738+50 to 745+50, revised areas parcels 1-7163, 1-7164, 1-7165, 1-7166, 1-7167, deleted parcel 1-7167	WLM
Letter 4-5-12	4-21-12	Revised boundary & areas parcel 1-7178, added parcel 1-7199	RLS
Letter 1-24-12	2-11-12	Revised areas parcel 1-7165	RLS
Letter 8-28-11	9-24-11	Revised boundary & areas 1-7179, added 1-7186, revised areas 1-7170	RLS

SR 509 MP 19.43 TO MP 23.87
SR 516 TO DES MOINES WAY SOUTH
KING COUNTY

RIGHT OF WAY AND LIMITED ACCESS
FULLY CONTROLLED
Station 733+98.61 to Station 755+45

WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
OLYMPIA, WASHINGTON

DATE: Dec. 1, 1969

SHEET 4 OF 11 SHEETS

Designated for Limited Access Control by Commission Resolution No. 38, July 23, 1953

RESOLUTION NO. 1292

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, fixing a time for a public hearing to consider vacation of a public rights-of-way in the City of Des Moines.

WHEREAS, the City Council is considering vacation of a portion of public rights-of-way in the Historic SR509 Right of Way area between South 220th Street and SR516 Kent Des Moines Road as legally described on Exhibit A and as depicted on the map marked Exhibit B, attached hereto and incorporated by reference, and

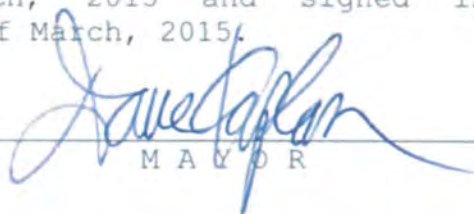
WHEREAS, RCW 35.79.010 requires that the City Council initiate the street vacation process by resolution and fix a time for a public hearing in order to receive public comment regarding the proposed vacation; now therefore,

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

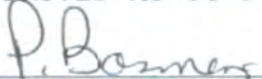
The matter of the vacation of the following described portions of public rights-of-way in the City of Des Moines are set for a public hearing before the City Council on Thursday, April 23, 2015 at 7:00 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers, 21630 11th Avenue So., Suite B, Des Moines, Washington:

Public rights-of-way in the Historic SR509 Right of Way area between South 220th Street and SR516 Kent-Des Moines Road as legally described on Exhibit A and depicted on the map marked Exhibit B.

ADOPTED BY the City Council of the City of Des Moines, Washington this 26th day of March, 2015 and signed in authentication thereof this 26th day of March, 2015.


MAYOR

APPROVED AS TO FORM:


City Attorney

ATTEST:


City Clerk

Exhibit A

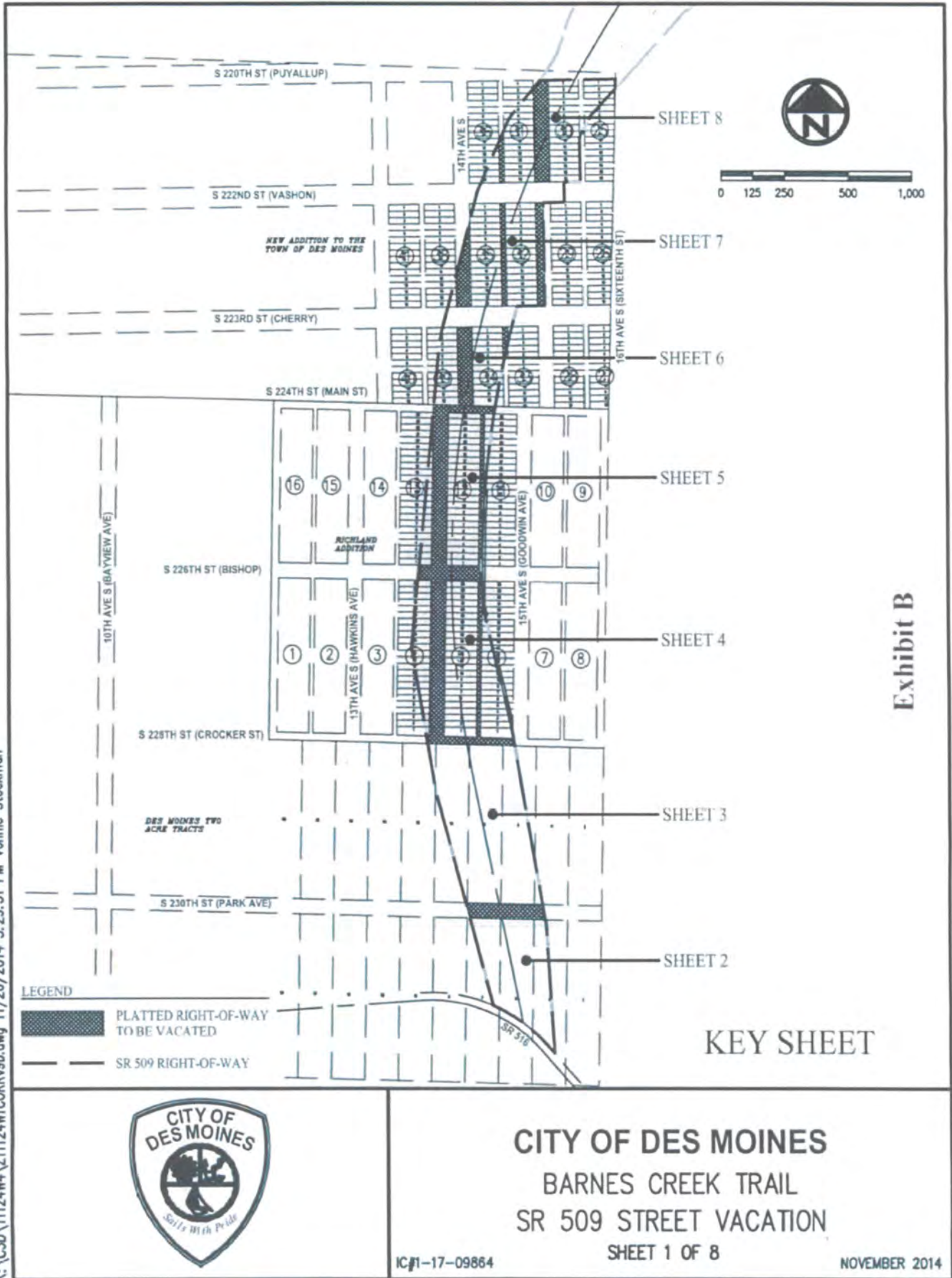
CITY OF DES MOINES STREET VACATION

THOSE PORTIONS OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, AND OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, AND OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, ALL IN TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

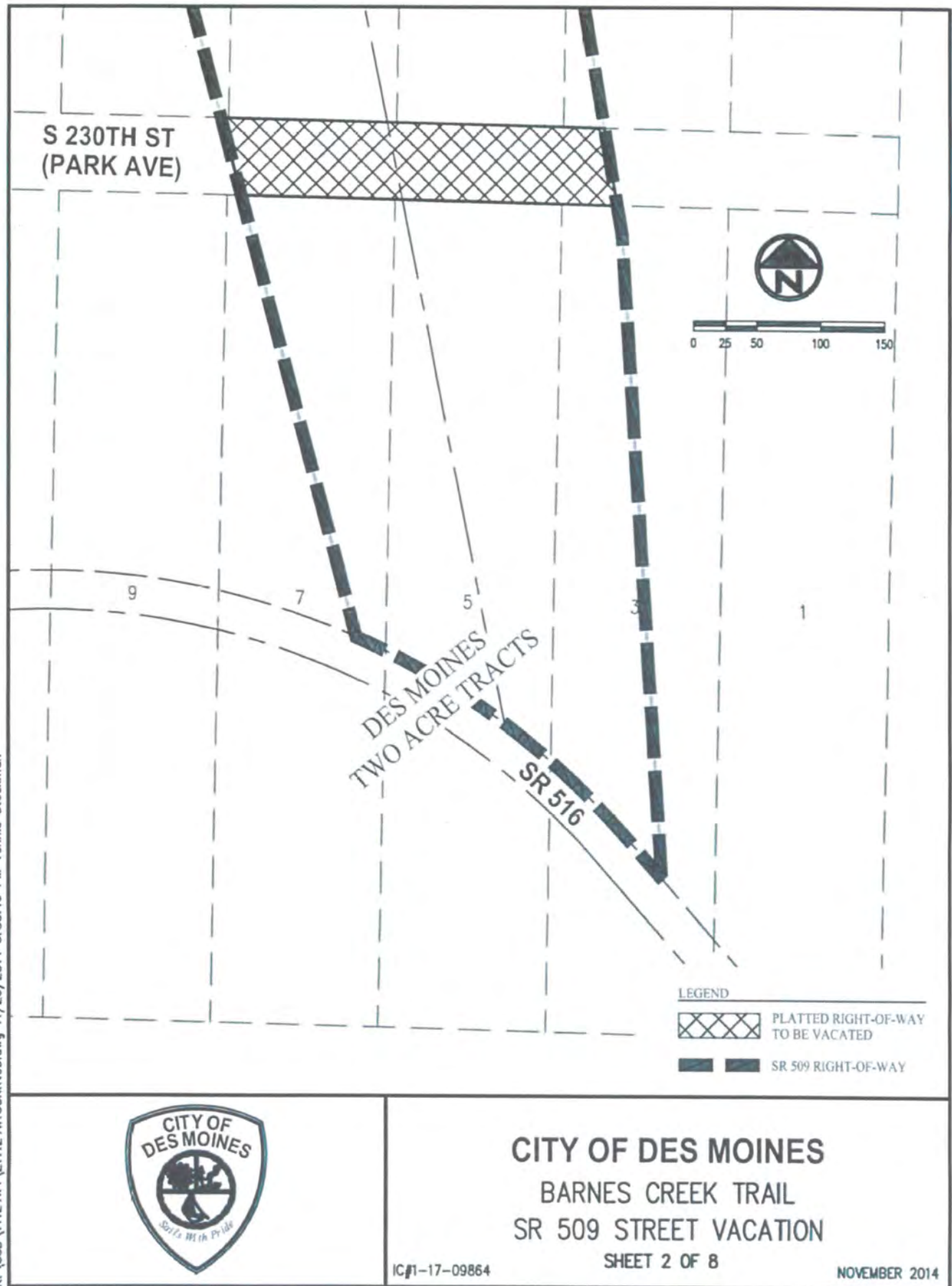
ALL THOSE ROADS AND ALLEYS DESCRIBED IN THE PLAT OF DES MOINES TWO ACRE TRACTS, THE PLAT OF RICHLAND ADDITION TO DES MOINES, AND THE PLAT OF THE NEW ADDITION TO THE TOWN OF DES MOINES LYING WITHIN THE RIGHT OF WAY OF SR509 AS SHOWN IN "SR509, MP 19.43 TO MP 23.87, SR516 TO DES MOINES WAY SOUTH, RIGHT OF WAY AND LIMITED ACCESS" PLAN, SHEETS 3-6, DATED DECEMBER 1, 1969, AND LYING BETWEEN THE SOUTH MARGIN OF SOUTH 220TH STREET AND THE NORTH MARGIN OF STATE ROUTE 516, INCLUDING BUT NOT LIMITED TO: SOUTH 230TH STREET, SOUTH 228TH STREET, SOUTH 226TH STREET, SOUTH 224TH STREET, 14TH AVENUE SOUTH, AND 15 AVENUE SOUTH.

EXCEPT SOUTH 222ND STREET AND SOUTH 223RD STREET.

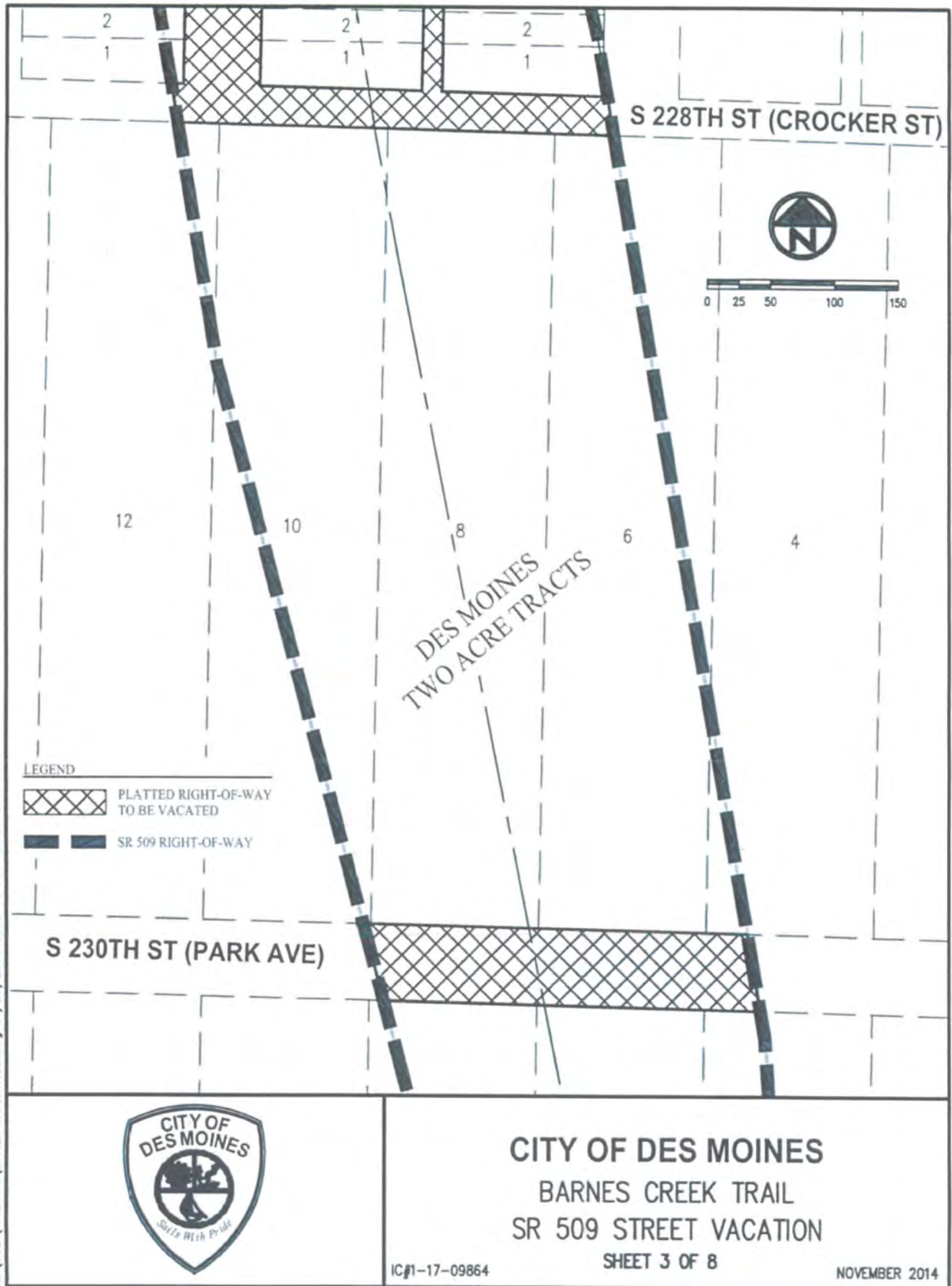
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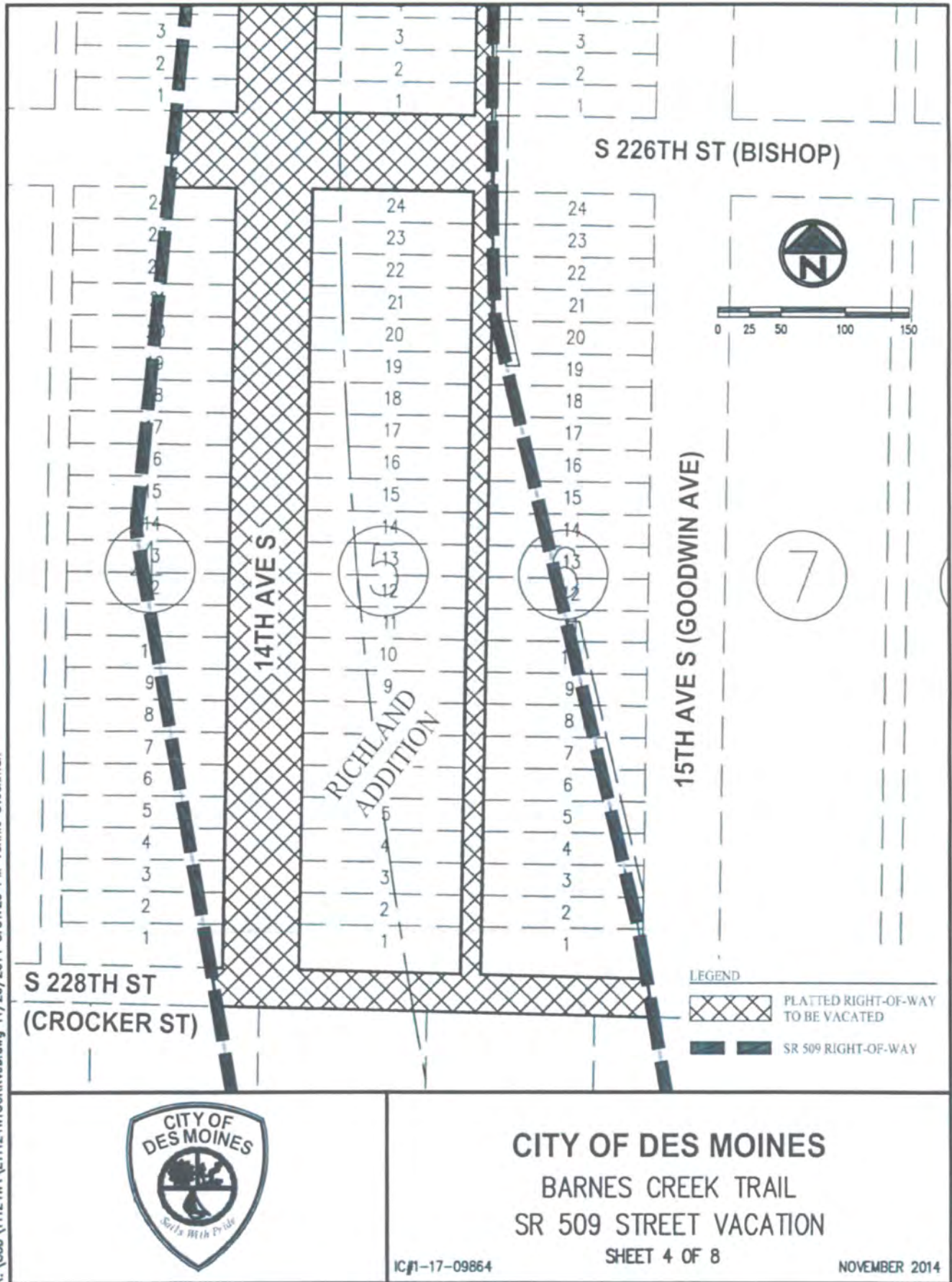
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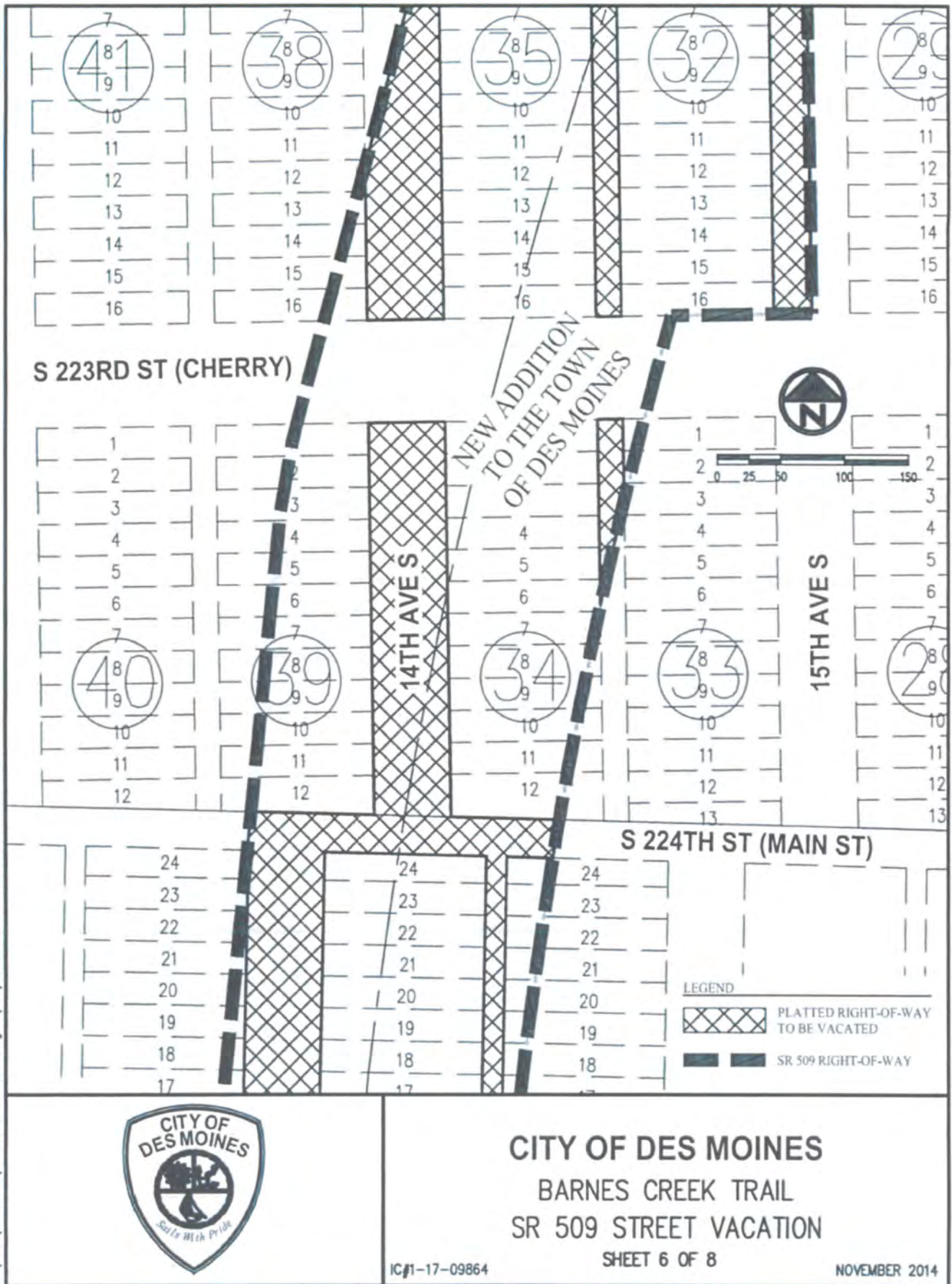


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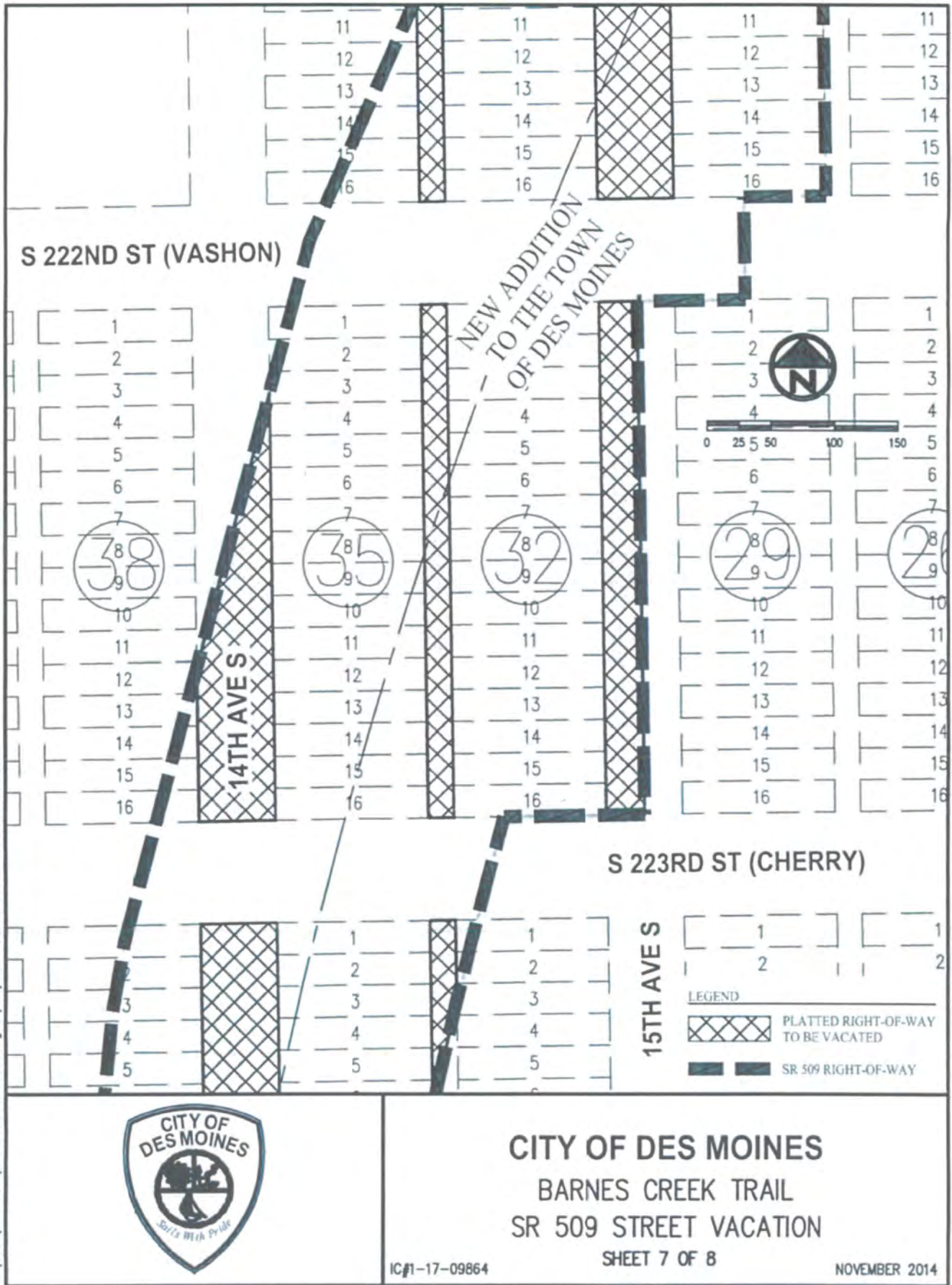




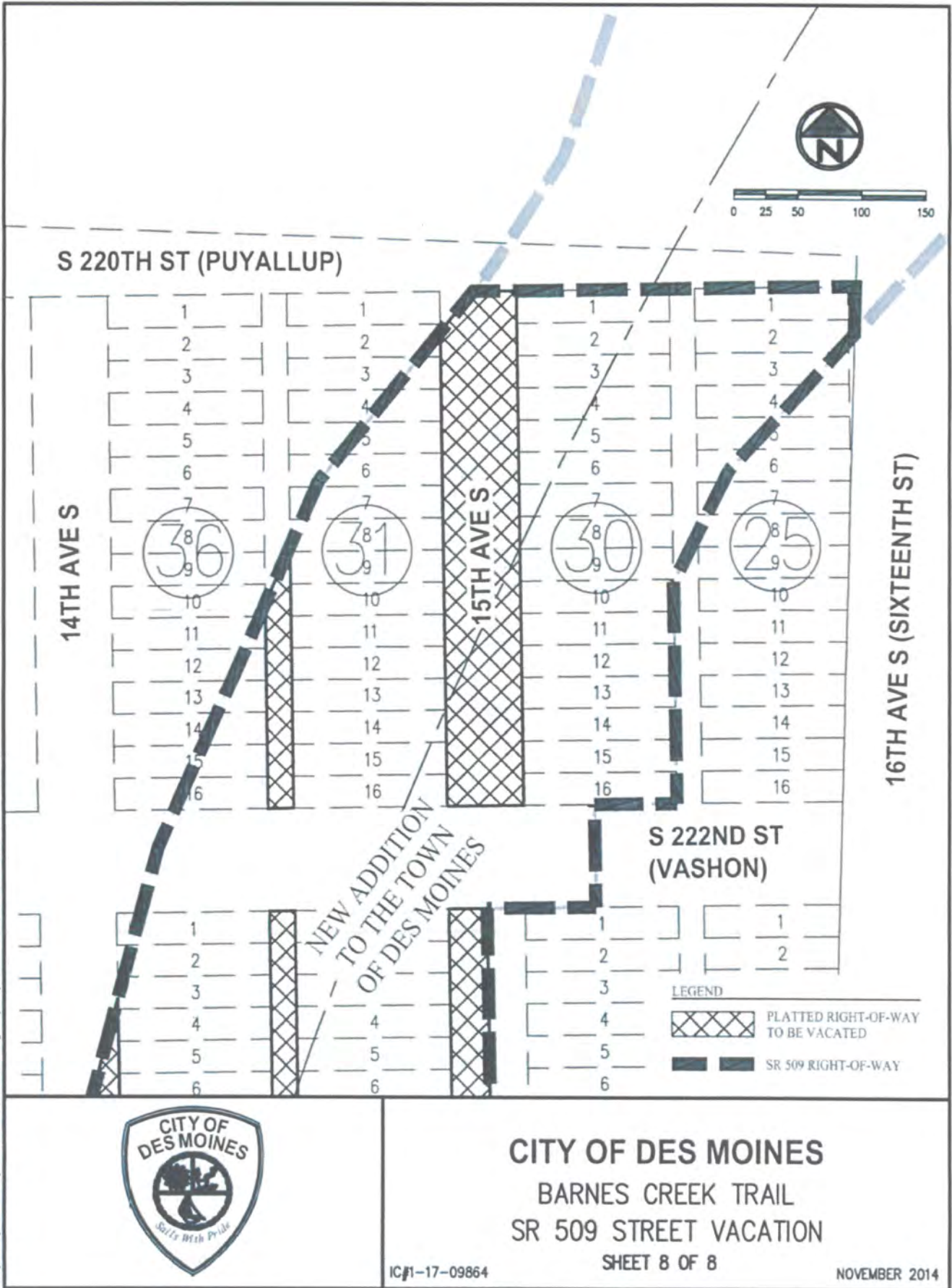
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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: 2015 Comprehensive Plan Periodic Update

ATTACHMENTS:

1. Chapter 9: North Central Neighborhood Element
2. Chapter 10: Marina District Element
3. Chapter 11: Pacific Ridge Element
4. Councilmember Burrage's comments (submitted 4/9/15)

NOTE:

Attachments 1-4 contain two documents for the subject Comprehensive Plan element being discussed:

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

FOR AGENDA OF: April 23, 2015

DEPT. OF ORIGIN: Planning, Building and Public Works

DATE SUBMITTED: April 16, 2014

CLEARANCES:

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

APPROVED BY CITY MANAGER

FOR SUBMITTAL: MM/ACH

Purpose and Recommendation

The purpose of this agenda item is to brief the City Council on the proposed updates to Chapter 9: North Central Neighborhood Element (see Attachment 1), Chapter 10: Marina District Element (see Attachment 2), and Chapter 11: Pacific Ridge Element (see Attachment 3). Council policy direction is requested regarding the proposed amendments to the background and context, goals, policies and implementation strategies of the subject elements.

These are the final individual Comprehensive Elements that will come to the Council for initial review and discussion prior to the Public Hearing, scheduled for June 11, 2015. However, staff will provide Council a redline version of the entire Draft Comprehensive Plan by May 8th, 2015. Staff requests comments from Council on the redline draft by May 22nd, 2015.

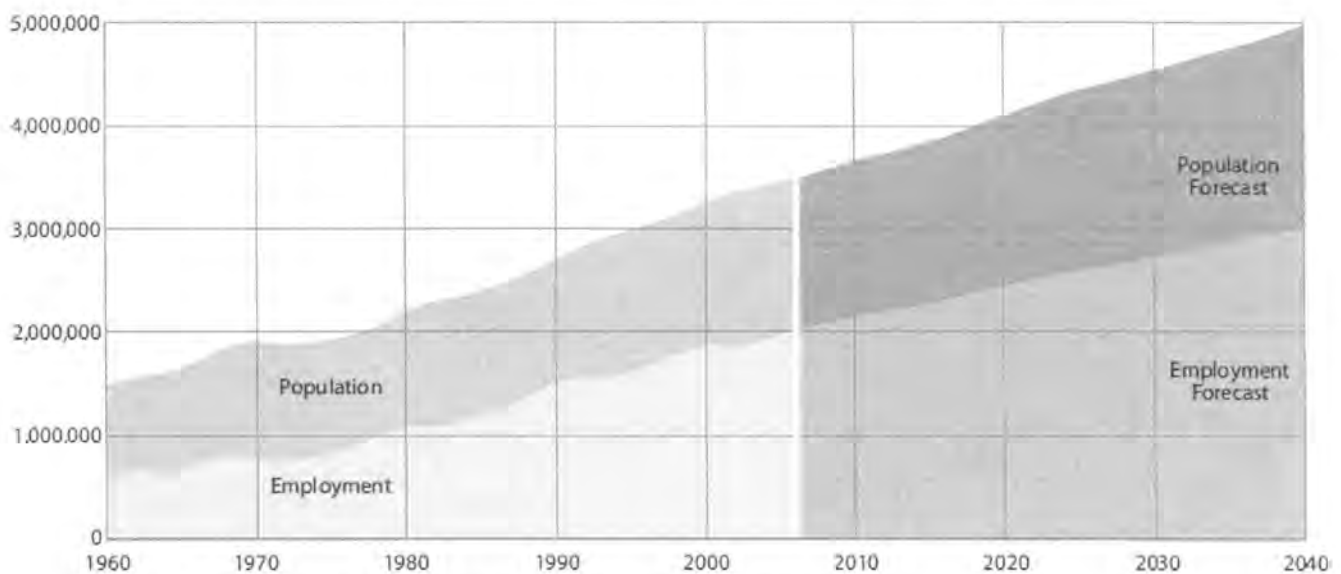
An open house is scheduled for April 29th, 2015 from 5-7 PM at the Activity Center.

Background

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

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

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



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

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

Larger Cities are expected to accommodate 14 percent of the region's population growth and 12 percent of its employment growth by the year 2040. This is an increased role compared to current adopted targets for the year 2025, which call for approximately 8 percent of regional population growth and 7

percent of regional employment growth to occur in Larger Cities (Vision 2040). Des Moines is expected to add another 3,000 households and 5,000 jobs to the City by 2040.

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

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

1. ***Establish a public participation program.*** Pursuant to RCW 36.70A.140 and RCW 36.70A.035, this task entails developing a plan that includes a schedule for steps in the update process to ensure the public is aware of the process and knows how they can participate.
2. ***Review relevant plans and regulations.*** Evaluate whether there is a need to revise the urban growth area, comprehensive plan, or development regulations to ensure they are consistent with the GMA.
3. ***Take legislative action.*** Adopt an ordinance or resolution finding that a review has occurred, and identifying revisions made or concluding that revisions were not needed.
4. ***Submit notice to state.*** Send formal notice of intent to adopt to the state at least 60 days prior to taking legislative action. Send a copy of the signed adopted ordinance or resolution 10 days after final action.

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

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

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

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

- Formatting: update text and layout, add color and pictures, remove numbered paragraph format, and make text more concise and reader friendly (e.g., Healthy Des Moines Element).
- Background Sections: update to clarify purpose, streamline text, remove numbered paragraph format.
- Goals/Policies: remove duplicative language, combine like policies, improve layout, make goal/policy/strategy numbering consistent between plan elements.
- Strategies: rename "Implementation Strategies," remove duplicative language, streamline.
- Overall: create a positive tone and remove negative language.

- Replacing the General Planning Element with a Vision Statement for the City and general introduction to the Comprehensive Plan.
- Adding an Economic Development Element or Economic policies to the Land Use Element.

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

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

December 4, 2014 – City Council was briefed on public outreach efforts via a project with the University of Washington’s Community, Environment and Planning (CEP 460) class during the Fall 2014 timeframe. Working with City staff, students developed a short survey aimed at engaging the City’s ethnic and minority populations to identify any issues, opportunities, and constraints facing these community members and to solicit their vision for Des Moines in 2035. Students developed outreach materials for and participate in two library tabling event. Results of the tabling events, community survey and open house feedback will be considered in conjunction with the Comprehensive Plan update.

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

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

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

Policy 7-03-12)? This policy was added in 2012 to support the funding requirements for the Sea Mar mixed use project. **F&EDC recommended removing this policy.**

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

1. Many cities in the region have signed onto climate change initiatives such as: *Conference of Mayor’s Climate Protection Agreement*, the *Cascade Agenda*, the *Green City Partnerships Program*, and the *King County Cities Climate Collaboration*.

Policy Question: *Does the Committee want staff to develop goals/policies/strategies that relate to any of these programs?* **No.**

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

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

March 5, 2015 – Staff briefed the Council Public Safety and Transportation Committee on proposed amendments to “Chapter 3: Transportation Element” of the Des Moines Comprehensive Plan. The Committee was asked to provide feedback on the Background and Context section of the document and to provide input on the following policy questions as summarized below with Council direction noted in bold typeface and reflected in the current working draft version of the Transportation Element:

1. Strategy TR 4.1.5 Support regional plans for high capacity transit (HCT) and opportunities that extend the regional transit system (including BRT and light rail) to provide convenient connections to Des Moines. *(CTP TR 4.6)*

Policy Question: *Does the Committee want to modify this strategy?* **No.**

2. Strategy TR 4.1.7 Support Sound Transit light rail (LRT) station(s) in ~~the Pacific Ridge, Midway, and Woodmont~~ areas on Pacific Highway South. *(CTP TR 4.8)*

Policy Question: *Does the Committee want to modify this strategy?* **Yes, as amended.**

3. ~~Strategy TR 4.1.9 Work with Sound Transit to establish a light rail transit stop at South 216th Street. (CTP TR 4.10)~~

Policy Question: *Is this a strategy the Committee wants to remain in the Comp Plan?* **No.**

4. Work with Sound Transit on station area planning for Midway and South 272nd Street stations. *(CTP TR 4.11)*

Policy Question: *Does the Committee want to modify this strategy?* **No.**

March 26, 2015 – City Council Municipal Facilities Committee discussed the Capital Facilities, Utilities and Public Services Element. No substantive changes to the element are proposed beyond updates from

service providers, reorganization into the new document format, and minor edits to consolidate and align goals, policies and implementation strategies. The Committee concurred with the direction of the proposed changes and no additional edits were provided.

The Committee also discussed Chapter 6: Parks, Recreation and Open Space Element and the fact that the update to the *Parks, Recreation and Senior Services Master Plan* will not be complete until Fall 2015. Staff proposed to docket any amendments following the adoption of the *Master Plan* update and the Committee concurred.

April 9, 2015 – City Council was briefed on the updates to the Chapter 3: Transportation Element, Chapter 4: Conservation and Environment Element, Chapter 5: Capital Facilities, Utilities and Public Services Element and Chapter 6: Parks, Recreation and Open Space Element. Council comments related to the following items:

1. All Elements – Provide outside agencies and service providers with draft Elements to provide them the opportunity to review and ensure there are no potential conflicts.
2. Conservation and Environment Element – Provide information on Ecology's guidance on wetlands and frequently flooded areas and requirements for Cities to update CAOs for discussion with the next Council Environment Committee which is scheduled for May 21st. Coordinate with water districts on critical aquifer recharge areas.
3. Capital Facilities, Utilities and Public Services Elements – Remove Aviation High School from inventory and add Courts as a City service. Coordinate with water district and other service providers to obtain input on updates.
4. Parks, Recreation and Open Space Element – Council concurred with approach to only reformat the Element and docket updates concurrent with the Parks, Recreation and Senior Services Master Plan update. Council provided that recreational expansion should relate to providing services in response to new growth that is planned for different neighborhoods.

Staff informed Council of the timeline for completing the Comprehensive Plan update along with a reminder of the upcoming Open House scheduled for April 29th from 5-7 PM at the Activity Center.

In closing, the Mayor outlined the following process and timeline for obtaining Council comments on the Comprehensive Plan update:

1. Staff to provide Council with a redline version of the Comprehensive Plan update by May 8th;
2. City Council will provide written comments back to staff by May 22nd; and
3. Staff will prepare associated amendments for consideration at the public hearing.

Discussion

For each of the chapters discussed, minor changes have been made to all elements to better align the goals, policies, and implementation strategies as noted in the margins. The most significant changes relate to the background and context section in Chapter 9: North Central Neighborhood Element.

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

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

To facilitate the discussion staff will focus on the track changes version of the chapter.

Chapter 9: North Central Neighborhood Element – The North Central Neighborhood serves as the City’s primary area for business park, light industry and large scale commercial development. The area spans S 216th Street between 16th Avenue S and 24th Avenue S and includes the Port of Seattle’s 89-acre Des Moines Creek Business Park, SR 509 right of way and portions of the Des Moines Barnes Trail system to the north, and the Steven J. Underwood 20-acre sports park, the Des Moines Activity Center, US Post Office, a church and other commercial and residential uses to the south.

In reviewing the North Central Neighborhood Element, the background information as well as a number of goals, policies and strategies has been updated to better reflect City Council’s economic priorities as well as development opportunities for the neighborhood. Proposed changes also include an amendment to the Preferred Land Use map that expands the BP-Business Park land use designation to the west and south to include additional Port owned property as well as surplus property within the SR 509 right of way as illustrated in Figure 1. This change would eventually expand the commercial land base by about 38 acres and supports job creation. Based on the New Economic Strategy Triangle Partnership (NEST) Study assumptions and use mix, this expanded area has the potential to yield an estimated:

- 513,000 square feet of new development;
- Capitalized value of \$35 million;
- Upwards of 995 new jobs; and
- Gross receipts of \$162 million.

Chapter 10: Marina District Element The Marina District Element expresses the City’s vision and goals for how the central business district will grow and prosper into the future. In 2009 and 2010, City Council completed a review and updates to the Marina District Element. Changes were precipitated by the activities relating to infrastructure planning and improvements; updates to the Marina Master Plan; changes to development regulations; the University of Washington Storefront Studio project; transportation planning; and adoption of the Marina District Design Guidelines. The resulting vision and goals provide the context for future planning for the neighborhood. At this time, staff is not proposing any substantive amendments to this chapter.

Chapter 11: Pacific Ridge Element – The Pacific Ridge Neighborhood is a 90 acre area between I-5 and Pacific Highway. It offers some of the most compelling views in Puget Sound and is adjacent to three major highway systems. The Pacific Ridge Element aligns with the goals and objectives established by the Pacific Ridge Neighborhood Improvement Plan that envisions significant redevelopment of the area into a vibrant urban village. It has been designated a SEPA planned action area which helps to facilitate more expeditious review of plans and permits.

Over the past several years, City Council has made a number of changes to the permitted uses and development regulations in an effort to foster investment in the neighborhood and provide more flexibility for developers. As such, proposed amendments are intended to reflect the direction of the associated code changes.

On April 10th, staff submitted proposed amendment to the Department of Commerce in conjunction with the 60-day notice of intent to adopt thereby fulfilling the State noticing requirement.

Alternatives

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

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

Financial Impact

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

Recommendation or Conclusion

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

Concurrence

N/A

Chapter 9: North Central Neighborhood Element

Track Changes Version

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Chapter No 9: North Central Neighborhood Element

BACKGROUND AND CONTEXT

The North Central Neighborhood is Des Moines primary location dedicated for office, research and development, manufacturing, distribution and large-scale industrial development. It is envisioned as a thriving center for trade-related activity that generates new family wage jobs and revenue for the City and advances the region's vitality by linking businesses to world markets via Sea-Tac Airport.

To date, Des Moines, the Port of Seattle (Port), City of SeaTac, Washington State Department of Transportation (WSDOT) and other public agencies have made significant investments in the transportation infrastructure to improve access and freight mobility to serve future development:

- Transportation Gateway Project which entails upgrading two city arterials: S. 216th Street between SR 99 and 19th Avenue S., and 24th Avenue S. north of S. 216th Street. Improvements include 5 lane cross sections with pedestrian, bicycle and urban design elements and a new signal at 20th Avenue S. The 24th Avenue S. and S. 216th Street, Segment 2 (18th Avenue S. to 24th Avenue S.) improvements are complete. The City expects to secure remaining funds so construction of Segment 1A can begin in 2016.
- 28th/24th Avenue S. Connection in the City of SeaTac that will complete a new south access to SeaTac Airport with a 5 lane, principal arterial that parallels SR99. Construction of the corridor is expected to be complete in 2016. The multi modal corridor accommodates pedestrians, bicycles and vehicles and completed the connection to the new Sound Transit light rail station and park and ride lot opening in 2016 at S. 200th Street.

Although all of Des Moines is adversely impacted by aircraft noise related to Seattle-Tacoma International Airport (STIA), the area between 16th Avenue S. and 24th Avenues South-S. is directly within the aircraft flight path and is particularly heavily impacted.

The area north of S. 216th Street is so severely affected that the Port of Seattle (POS) purchased and removed what was once a well developed single family neighborhood. This process was completed in 1993. This neighborhood buyout has left the area substantially cleared of structures.

Because the Port of Seattle did not expand its acquisition and removal program the area south of S. 216th Street remains in private and City ownership.

~~South of S. 220th Street, noise impacts are also severe. However, land within this area is currently committed to single family and institutional uses (schools, fire station, etc.).~~

~~Vehicular access for business park development is currently problematic. The existing regional arterial network contains insufficient road capacity to serve the traffic volumes that would be generated by full development of the North Central Neighborhood and SeaTac's ABC/Business Park uses. Primary access to the neighborhood is now provided by S. 216th Street, a two-lane, east-west roadway. However, traffic generated by business park uses would be traveling primarily to/from the north or south. Primary north-south routes in this area already experience high traffic volumes and high congestion levels during peak travel periods.~~

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To provide improved access to this area, including to the airport, Des Moines, Port of Seattle, City of SeaTac, State Department of Transportation (WSDOT), and other public agencies are studying the need for and feasibility of: 1) extending State Route 509; 2) providing a new south access highway to the airport; and 3) an improved arterial street to serve future commercial development south of the airport. The Draft Environmental Impact Statement (DEIS) was published in 1995. A preferred alternative has been selected.

The North Central Neighborhood contains four Subareas, each with its own distinct characteristics, opportunities, and limitations. The Subareas are shown in Figure 9-1 and described below:

- (1) **Des Moines Creek Subarea.** This Subarea includes approximately 38 acres in the northwest corner of the North Central Neighborhood. As its name implies, this area includes land within and adjacent to Des Moines Creek and its ravine. Also included is land north and west of the ravine that is separated from the remainder of the North Central Neighborhood by Des Moines Creek. Most of this Subarea area is heavily vegetated with native growth. A large portion of the area is publicly owned (Des Moines Creek Park) and a pedestrian/bicycle paved trail (Des Moines Creek Trail) has been completed. ~~Phase 2 work is currently underway and will extend Des Moines Creek Trail to the Beach Park.~~
- (2) **North Subarea:** This Subarea is the largest in the North Central Neighborhood, containing approximately ~~85-89~~ acres. It is bounded by S. 208th Street to the north, 24th Avenue S. to the east, S. 216th Street to the south, and undeveloped State Route 509 right-of-way and Des Moines Creek Park to the west. The area contains the bulk of the ~~POS buy-out~~Port properties.
- (3) **South Subarea:** The South Subarea contains approximately 55 acres and is bounded by S. 216th Street to the north, 24th Avenue S. to the east, S. 220 Street to the south, and undeveloped State Route 509 right-of-way to the west. A variety of ~~land-business and recreation~~ uses are found in this Subarea. A small cluster of single family homes on smaller lots are located in the northeast corner and a large apartment complex is located in the northwest corner.
- (4) **West Subarea:** This Subarea contains most of the undeveloped State Route 509 right-of-way ~~that traverses the North Central Neighborhood, and includes land undeveloped Port property~~ to the west of the right-of way. The area comprises approximately 54 acres. Except for several single family homes, the area is largely undeveloped.

~~Business park development will require the extension of utilities, most predominantly sewer, water, electric power, telephone and natural gas. It is also possible that in order to adequately serve new business park development, off-site improvements to utility systems may be necessary.~~

~~The North Central Neighborhood is within the Des Moines Creek and Massey Creek basins, each of which has a history of flooding and water quality problems. Studies completed for Massey Creek and Des Moines Creek include the Lower Massey Creek Flood Alternative Analysis (1994), the Des Moines Creek Basin Plan (1997), and Water Quality Monitoring Plan (conducted on streams city-wide from 1994-1999).~~

Comment [dl1]: Policy Question: Is Council open to consolidating the Des Moines Creek Subarea and West Subarea with the North and South Subareas? This would result in a North and South Subareas that are bisected by S. 216th Street.

WORKING DRAFT

~~Because of the large amount of undeveloped land in the The North Central Neighborhood, there is significant potential provides opportunities for developing park and recreation facilities to serve the public and future employees who work in the area. To the degree allowed by law, the development and public dedication of such facilities could be made a condition of future business park development. Such a condition would allow the public to share in the benefits associated with allowing more intensive development upon land previously occupied by a low density residential neighborhood.~~

The West Subarea represents a potential resource for recreational amenities for the public and employees who use the area, such as completing the connection of the Barnes Creek Trail to the Des Moines Creek Trail. ~~park development or for public facilities because it is separated from the other Subareas by the State Route 509 right-of-way. Because of this separation, the West Subarea is not well situated for business park development. Instead, the area could provide an extension of the park land in the Des Moines Creek Subarea, and may be suitable for active recreation activities. Even if all or a portion of the right-of-way is not used for a highway, park development or other public use of the right-of-way and lands to the west would be an asset to the community. Such development also would provide a buffer between the business park uses in the North Subarea and residential uses to the west.~~

GOALS

Goal NCN 1 Catalyze economic opportunity and investment in the North Central Neighborhood by strengthening and supporting business growth and vitality and the creation of family wage jobs.

Goal NCN 2 Ensure transportation and other public infrastructure and services are provided concurrent with development.

~~Goal NCN 3 9-01-01 To e~~ Ensure compatibility between business park uses and the surrounding areas, including the Des Moines Creek basin, through careful planning and the mitigation of potential adverse environmental impacts.

~~9-01-02 To ensure that land development is consistent with the Goals, Policies, and Strategies of the City of Des Moines Comprehensive Plan.~~

POLICIES AND IMPLEMENTATION STRATEGIES

Land Use

NCN 1.1 ~~9-03-01~~ Allow business park-type land uses and recreational facilities within the North and South Subareas.

NCN 1.1.1 ~~9-04-01 Plan development within each of the Subareas as separate but coordinated units. Require City Council approval of a Subarea master plan prior to any business park development within the Subareas except the south North Subarea. Consider updating this Neighborhood Element as necessary to ensure that future master plans are coordinated with approved master plans.~~

NCN 1.1.2 Upon Council approval of master plans, authorize administrative approval of development upon individual sites when such development conforms to the approved master plan.

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- NCN 1.1.3 ~~9-03-02 Allow-Promote~~ a mixture of uses within business parks, including offices, wholesale trade, light manufacturing, research and other related uses. Permit recreational facilities, including sport facilities with related retail uses. ~~Because of the potential for excessive truck traffic and large, unsightly buildings, allow warehousing only as an accessory use to permitted uses. Within the South Subarea, do not allow retail uses except for restaurants and other businesses that serve business park uses and employees. Within the North Subarea allow for large retail uses as part of an adopted Master Plan. Prohibit or limit businesses that create negative off-site impacts such as air or water pollution, excessive noise, light and glare impacts, odors, or significant health hazards.~~

Comment [dl2]: This detail addressed in development regulations.

Transportation

NCN 2.1 ~~Facilitate improved vehicular access prior to or concurrent with new development.~~

- NCN 2.1.1 ~~9-04-02~~ Work cooperatively with other affected agencies during the evaluation, siting, and construction of new roadway improvements.
- NCN 2.1.1 ~~9-04-03 Encourage or require that improved north-south vehicular access be developed either prior to, or concurrently with, new business park development. Allow partial business park development prior to completion of a new north-south access road only if additional traffic on existing arterials would not substantially increase congestion. When appropriate, require-ensure~~ business park developments ~~to~~ contribute funds toward the cost of the off-site roadway improvements based on the proportionate share of future vehicle trips, or the added property value created by the roadway improvement.
- NCN 2.1.3 ~~9-04-04 Prior to approval of any development, require applicants to submit~~ ~~Ensure that~~ traffic reports ~~that~~ identify the potential impacts to the surrounding arterial street network and the appropriate mitigating measures.
- NCN 2.1.4 ~~9-04-05~~ Require that business park developments include transportation demand management (TDM) measures, such as bus pass subsidies, preferential parking for car and van pools, flextime, bicycle parking, and ride match services.
- NCN 2.1.5 ~~9-04-06~~ Ensure that new development within ~~each the North~~ Subarea ~~be is~~ served by an internal system of public rights-of-way that minimize the impact upon surrounding arterials and residential areas. Require that access to individual developments be exclusively from the internal street systems.
- NCN 2.1.6 ~~9-04-07~~ Design ingress and egress for each Subarea to prevent additional traffic on S. 216th Street, west of the North Central Neighborhood, and on 24th Avenue S., south of S. 216th Street. Prohibit or limit developments that will generate excessive amounts of traffic on S. 216th Street, west of the North Central Neighborhood, or on 24th Avenue S., south of S. 216th Street.

Comment [dl3]: Now Policy NC 2.1

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- NCN 2.1.7 ~~9-04-08~~—Design new arterial streets within or adjacent to the North Central Neighborhood so that access to internal, local-access streets within each Subarea will be from the new arterial(s).
- NCN 2.1.8 ~~9-04-09~~—Locate and design SR 509 and 24th Avenue interchanges that extend through or are adjacent to the North Central Neighborhood to: 1) provide direct access to and from the neighborhood; 2) alleviate existing traffic problems in the vicinity; 3) provide improved access for the greater community; and 4) not serve as the sole south access to SeaTac International Airport.
- NCN 2.1.9 ~~9-04-10~~—Prohibit vehicular access to or from S. 220th Street, and limit access to 24th Avenue S. south of S. 216th Street.
- NCN 2.1.10 ~~9-04-11~~—Ensure that new developments provide for convenient pedestrian access to exterior arterials, particularly those with transit routes.
- NCN 2.1.11 ~~9-04-12~~—Require that the planned street and development pattern include relocation of existing utilities. Ensure that master plans include an analysis of all utility needs, including on and off-site improvements. At the time of development, require the undergrounding of existing and new utility lines, including those on adjacent streets. Promote an equitable distribution of utility improvement costs among all business park developments.
- NCN 2.1.12 ~~9-04-13~~—Require that drainage systems be designed consistent with the King County Surface Water Manual, the Des Moines Creek Basin Plan, the Massey Creek Flood Control Management Study and other applicable drainage plans. Require that development maintain the existing direction of surface water flow within existing basin boundaries. Ensure that all surface water runoff be collected and detained to prevent any off-site flooding or adverse water quality impacts. Require drainage systems that utilize biofiltration to maintain water quality and that incorporate drainage features into on-site water amenities.
- NCN 2.1.13 ~~9-04-14~~—Closely regulate extensive outdoor storage areas through the master plan process. Allow small areas for outdoor storage when the area is well screened from adjacent residential properties and public rights-of-way. Recommend or require that loading areas be oriented away from adjacent residential areas and perimeter arterials. Encourage indoor storage areas.

Park and Open Space

- NCN 3.1 ~~9-03-03~~—Ensure that new business park uses include the development and dedication of park and recreational facilities.
- NCN 3.1.1 ~~9-03-04 Preserve the Des Moines Creek and West Subareas for park development and as a natural area~~—Acquire lands within Des Moines Creek Subarea, the West Subarea, and the South Subarea for future park development.

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Chapter 9: North Central Neighborhood Element

Changes Accepted Version

Chapter No 9: North Central Neighborhood Element

BACKGROUND AND CONTEXT

The North Central Neighborhood is Des Moines primary location dedicated for office, research and development, manufacturing, distribution and large-scale industrial development. It is envisioned as a thriving center for trade-related activity that generates new family wage jobs and revenue for the City and advances the region's vitality by linking businesses to world markets via Sea-Tac Airport.

To date, Des Moines, the Port of Seattle (Port), City of SeaTac, Washington State Department of Transportation (WSDOT) and other public agencies have made significant investments in the transportation infrastructure to improve access and freight mobility to serve future development:

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- **28th/24th Avenue S. Connection** in the City of SeaTac that will complete a new south access to SeaTac Airport with a 5 lane, principal arterial that parallels SR99. Construction of the corridor is expected to be complete in 2016. The multi modal corridor accommodates pedestrians, bicycles and vehicles and completed the connection to the new Sound Transit light rail station and park and ride lot opening in 2016 at S. 200th Street.

Although all of Des Moines is adversely impacted by aircraft noise related to Seattle-Tacoma International Airport (STIA), the area between 16th Avenue S. and 24th Avenues S. is directly within the aircraft flight path and is particularly heavily impacted.

The area north of S. 216th Street is so severely affected that the Port of Seattle (POS) purchased and removed what was once a well developed single family neighborhood. This process was completed in 1993. This neighborhood buyout has left the area substantially cleared of structures. Because the Port of Seattle did not expand its acquisition and removal program the area south of S. 216th Street remains in private and City ownership.

The North Central Neighborhood contains four Subareas, each with its own distinct characteristics, opportunities, and limitations. The Subareas are shown in Figure 9-1 and described below:

- (1) **Des Moines Creek Subarea.** This Subarea includes approximately 38 acres in the northwest corner of the North Central Neighborhood. As its name implies, this area includes land within and adjacent to Des Moines Creek and its ravine. Also included is land north and west of the ravine that is separated from the remainder of the North Central Neighborhood by Des Moines Creek. Most of this Subarea area is heavily vegetated with native growth. A large portion of the

area is publicly owned (Des Moines Creek Park) and a pedestrian/bicycle paved trail (Des Moines Creek Trail) has been completed.

- (2) **North Subarea:** This Subarea is the largest in the North Central Neighborhood, containing approximately 89 acres. It is bounded by S. 208th Street to the north, 24th Avenue S. to the east, S. 216th Street to the south, and undeveloped State Route 509 right-of-way and Des Moines Creek Park to the west. The area contains the bulk of the Port properties.
- (3) **South Subarea:** The South Subarea contains approximately 55 acres and is bounded by S. 216th Street to the north, 24th Avenue S. to the east, S. 220 Street to the south, and undeveloped State Route 509 right-of-way to the west. A variety of business and recreation uses are found in this Subarea. A small cluster of single family homes on smaller lots are located in the northeast corner and a large apartment complex is located in the northwest corner.
- (4) **West Subarea:** This Subarea contains most of the undeveloped State Route 509 right-of-way and undeveloped Port property to the west of the right-of way. The area comprises approximately 54 acres. Except for several single family homes, the area is largely undeveloped.

The North Central Neighborhood provides opportunities for developing park and recreation facilities to serve the public and future employees who work in the area.

The West Subarea represents a potential resource for recreational amenities for the public and employees who use the area, such as completing the connection of the Barnes Creek Trail to the Des Moines Creek Trail.

GOALS

- Goal NCN 1 Catalyze economic opportunity and investment in the North Central Neighborhood by strengthening and supporting business growth and vitality and the creation of family wage jobs.*
- Goal NCN 2 Ensure transportation and other public infrastructure and services are provided concurrent with development.*
- Goal NCN 3 Ensure compatibility between business park uses and the surrounding areas, including the Des Moines Creek basin, through careful planning and the mitigation of potential adverse environmental impacts.*

POLICIES AND IMPLEMENTATION STRATEGIES

Land Use

- NCN 1.1 Allow business park-type land uses and recreational facilities within the North and South Subareas.
- NCN 1.1.1 Require City Council approval of a Subarea master plan prior to any business park development within the North Subarea.

- NCN 1.1.2 Upon Council approval of master plans, authorize administrative approval of development upon individual sites when such development conforms to the approved master plan.
- NCN 1.1.3 Promote a mixture of uses within business parks, including offices, wholesale trade, light manufacturing, research and other related uses. Permit recreational facilities, including sport facilities with related retail uses.

Transportation

- NCN 2.1 Facilitate improved vehicular access prior to or concurrent with new development.
 - NCN 2.1.1 Work cooperatively with other affected agencies during the evaluation, siting, and construction of new roadway improvements.
 - NCN 2.1.1 When appropriate, ensure business park developments contribute funds toward the cost of the off-site roadway improvements based on the proportionate share of future vehicle trips, or the added property value created by the roadway improvement.
 - NCN 2.1.3 Ensure that traffic reports identify the potential impacts to the surrounding arterial street network and the appropriate mitigating measures.
 - NCN 2.1.4 Require that business park developments include transportation demand management (TDM) measures, such as bus pass subsidies, preferential parking for car and van pools, flextime, bicycle parking, and ride match services.
 - NCN 2.1.5 Ensure that new development within the North Subarea is served by an internal system of public rights-of-way that minimize the impact upon surrounding arterials and residential areas. Require that access to individual developments be exclusively from the internal street systems.
 - NCN 2.1.6 Design ingress and egress for each Subarea to prevent additional traffic on S. 216th Street, west of the North Central Neighborhood, and on 24th Avenue S., south of S. 216th Street. Prohibit or limit developments that will generate excessive amounts of traffic on S. 216th Street, west of the North Central Neighborhood, or on 24th Avenue S., south of S. 216th Street.
 - NCN 2.1.7 Design new arterial streets within or adjacent to the North Central Neighborhood so that access to internal, local-access streets within each Subarea will be from the new arterial(s).
 - NCN 2.1.8 Locate and design SR 509 and 24th Avenue interchanges that extend through or are adjacent to the North Central Neighborhood to: 1) provide direct access to and from the neighborhood; 2) alleviate existing traffic problems in the vicinity; 3) provide improved access for the greater community; and 4) not serve as the sole south access to SeaTac International Airport.
 - NCN 2.1.9 Prohibit vehicular access to or from S. 220th Street, and limit access to 24th Avenue S., south of S. 216th Street.
 - NCN 2.1.10 Ensure that new developments provide for convenient pedestrian access to exterior arterials, particularly those with transit routes.
 - NCN 2.1.11 Require that the planned street and development pattern include relocation of existing utilities. Ensure that master plans include an analysis of all utility needs, including on and off-site improvements. At the time of development, require the undergrounding of

existing and new utility lines, including those on adjacent streets. Promote an equitable distribution of utility improvement costs among all business park developments.

NCN 2.1.12 Require that drainage systems be designed consistent with the King County Surface Water Manual, the Des Moines Creek Basin Plan, the Massey Creek Flood Control Management Study and other applicable drainage plans. Require that development maintain the existing direction of surface water flow within existing basin boundaries. Ensure that all surface water runoff be collected and detained to prevent any off-site flooding or adverse water quality impacts. Require drainage systems that utilize biofiltration to maintain water quality and that incorporate drainage features into on-site water amenities.

NCN 2.1.13 Closely regulate extensive outdoor storage areas through the master plan process. Allow small areas for outdoor storage when the area is well screened from adjacent residential properties and public rights-of-way. Recommend or require that loading areas be oriented away from adjacent residential areas and perimeter arterials. Encourage indoor storage areas.

Park and Open Space

NCN 3.1 Ensure that new business park uses include the development and dedication of park and recreational facilities.

NCN 3.1.1 Acquire lands within Des Moines Creek Subarea, the West Subarea, and the South Subarea for future park development.

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City of Des Moines

Comprehensive Plan

North Central Planning Area

Comprehensive Plan Designations

RESIDENTIAL

- SF - Single Family
- MF - Multifamily
- T - Townhome
- RF - Retirement Facility
- PR-R - Pacific Ridge Residential

COMMERCIAL

- COM - Commercial
- BP - Business Park
- PF - Public Facility
- PR-C - Pacific Ridge Commercial
- PR-M - Pacific Ridge Mixed
- PARK - Park

Des Moines City Limits

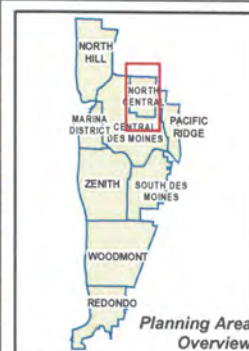
Streams

- Mixed Use Overlay
- North Central Subareas
- Planning Area Boundary
- Public/Exempt Parcels (DM Only)
- PUD See Plan For Density

CITY OF DES MOINES
COMPREHENSIVE PLAN MAP SERIES
 This map series is intended for general planning purposes related to the City of Des Moines Comprehensive Plan.

Enacting Ordinances

- Ord. 1499, 2010
- Ord. 1469, 2009
- Ord. 1425, 2008
- Ord. 1376, 2006
- Ord. 1238, 1999
- Ord. 1176, 1996
- Ord. 1160, 1995



150 75 0 150 300 450
 Scale in Feet



Planning, Building & Public Works

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 WEB: <http://www.desmoineswa.gov>

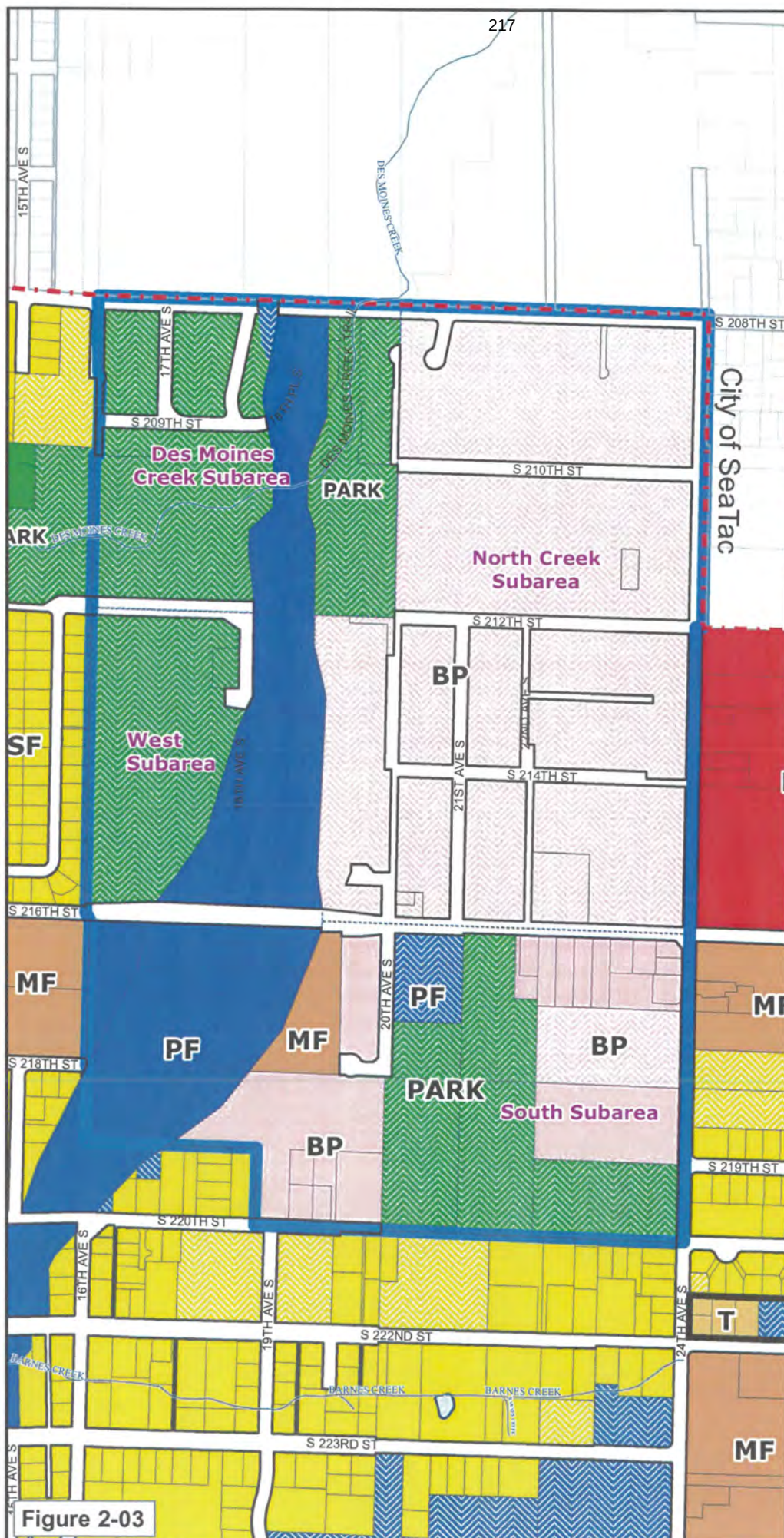
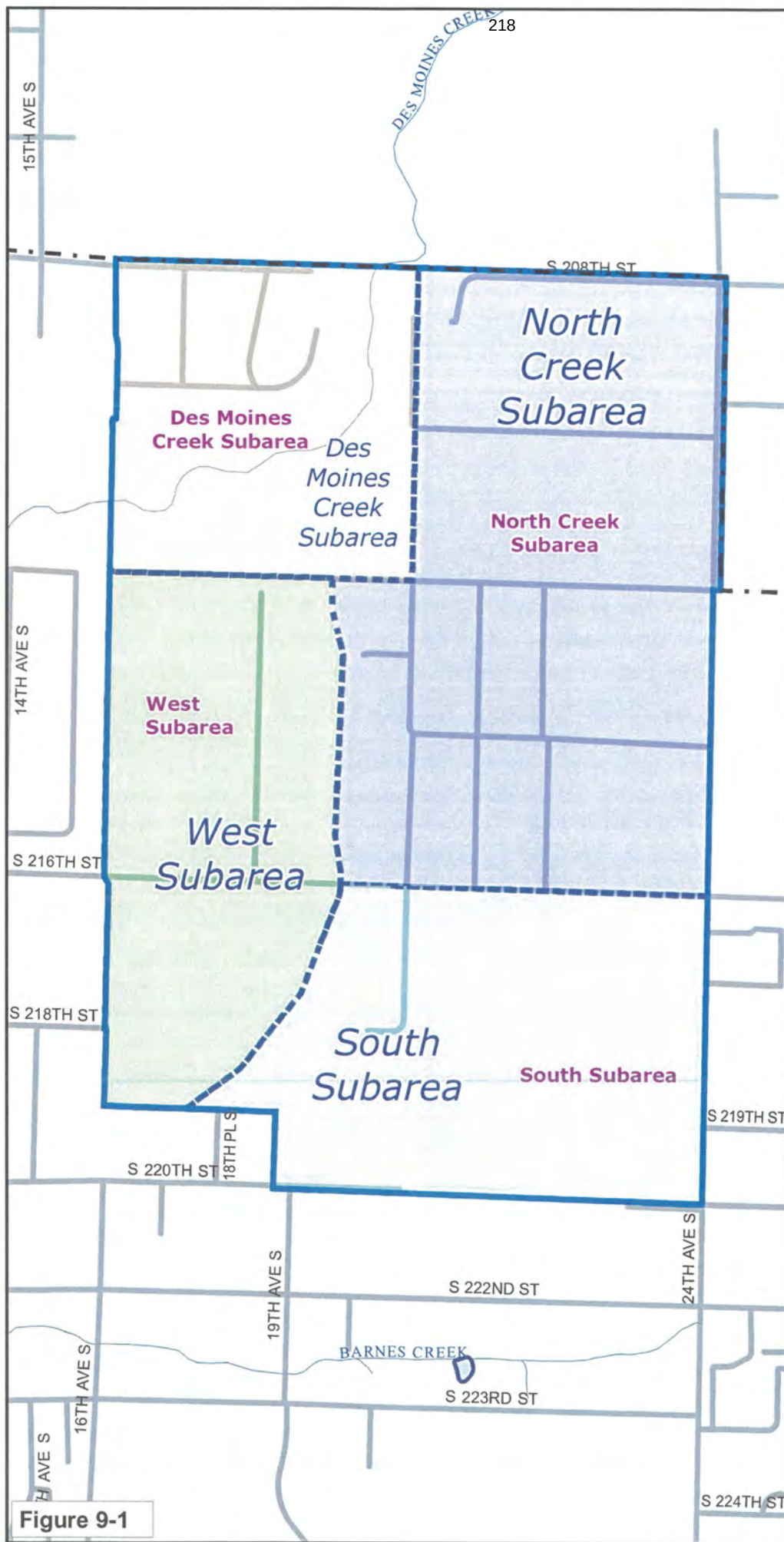


Figure 2-03



City of Des Moines
 Comprehensive Plan
 North Central
 Planning Area

Des Moines City Limits
 Streams
 Planning Area Boundary
 North Central Subareas

**CITY OF DES MOINES
 COMPREHENSIVE PLAN MAP SERIES**
 This map series is intended for general planning purposes related to the City of Des Moines Comprehensive Plan.

Des Moines Overview

160 80 0 160 320 480
 Scale In Feet

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 & Public Works**
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Figure 9-1

Chapter 10: Marina District Element

Track Changes Version

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Chapter No 10: Marina District Element

BACKGROUND AND CONTEXT

VISION STATEMENT FOR THE DOWNTOWN MARINA DISTRICT

The Marina District – the Downtown, Marina and Beach Park – is the historic and cultural center for Des Moines. A revitalized Downtown with a small-town charm reflecting the City's rich history invites new businesses, development, shoppers and residents. A quality mix of services in the District encourages residents to shop locally and creates a destination for visitors. Improved pedestrian access to and from the Marina and Beach Park and pedestrian amenities along South 223rd Street and South 227th Street enhance the image of Des Moines as a special Puget Sound waterfront community. The Marina District Design Guidelines encourage private participation and public art to reflect and celebrate the City's unique location and maritime heritage.

10-02-01 — Des Moines Marina District is located along the shoreline of Puget Sound. This waterfront location provides a unique geographic setting for the City's primary commercial district. This area is one of few low-bank shoreline areas between Seattle and Tacoma. The Des Moines Marina occupies much of the shoreline within the neighborhood. The Marina provides limited recreational opportunities for non-boaters.

10-02-02 — The Marina District is generally bounded by Puget Sound on the west, the City of Normandy Park and South 216th Street to the north, 8th Avenue South and Kent-Des Moines Road to the east, and South 230th Street to the south (Figure 2-3). Single family residential neighborhoods abut the Marina District to the north, south, and east. As the topography of the area generally slopes down from east to west, many properties within and near the Marina District have views of Puget Sound and the Olympic Mountains.

10-02-03 — The Marina District is developed with a variety of land uses, including commercial, professional office, single family, multifamily, mixed-use, and recreational uses. Some buildings in the neighborhood are in a state of disrepair. Several properties are vacant or have minimal physical improvements, such as those properties fenced for boat storage.

10-02-04 — The Land Use Element of the City of Des Moines Comprehensive Plan includes a land use map for the Marina District (Figure 2-3). Other policies within the adopted Land Use Element that relate to the Marina District include:

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- (1) Multiple family dwellings should also be encouraged in conjunction with commercial developments within the Downtown Commercial Zone (D-C Zone), provided that such dwellings are designed to provide a quality residential environment while enhancing the appearance and commercial function of the business district.
- (2) Promote new development and redevelopment within the commercial district to reflect and enhance its ties to the waterfront, pedestrian orientation, and role in serving local shopping and service requirements.

WORKING DRAFT

- (3) Within the Des Moines Marina property, allow commercial uses that are water dependent or related, serve marina users or promote public access to the shoreline.

GOALS

Goal MD 1 ~~10-01-01~~ Ensure that Marina District will be:

1. The civic and cultural center for the City.
2. A revitalized neighborhood with a small-town charm reflecting the City's rich history and inviting new businesses, development shoppers and residents.
3. Characterized by a quality mix of businesses that encourages residents to shop locally and creates a destination for visitors.
4. Aesthetically pleasing with design standards and public art to reflect and celebrate the City's unique location and maritime heritage.
5. Pedestrian-friendly with improved access to and from the Marina and Beach Park and pedestrian amenities along South 223rd Street and South 227th Street.
6. A residential as well as commercial neighborhood.
7. A neighborhood that takes advantage of its waterfront location.
8. A neighborhood with numerous opportunities for passive outdoor recreation.
9. An area with views of Puget Sound and the Olympic Mountains.
10. A neighborhood where redevelopment and the introduction of new businesses is encouraged when such activities compliment and implement adopted goals and policies.

Goal MD 2 ~~10-01-02~~ Strengthen community sustainability, pedestrian accessibility, livability and downtown business vitality.

Goal MD 3 ~~10-01-03~~ Optimize Des Moines' prime waterfront location and City views through the enhancement of cultural opportunities and experiences.

POLICIES AND IMPLEMENTATION STRATEGIES

Land Use

MD 1.1 ~~10-03-04~~ Encourage mixed use in the D-C zone.

MD 1.1.1 ~~10-04-06~~ Allow dwellings above street-level commercial uses as a permitted use when specific conditions can be satisfied.

MD 1.2 ~~10-03-05~~ Building height should not adversely impact the adjacent street environment or nearby land uses.

MD 1.3 ~~10-03-07~~ Prohibit commercial uses that detract from the retail, wholesale, and service uses permitted in the D-C zone. Allow light manufacturing uses in the commercial zones when: 1) products are sold on site at retail; and 2) manufacturing activities will not adversely impact surrounding properties.

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- MD 1.3.1 ~~10-04-05~~ Continue to allow residential uses in the areas west and south of the business district. Ensure that new development at the edge of the D-C Downtown Commercial zones has minimal impact upon nearby residences.
- MD 1.3.2 ~~10-04-07~~ Allow automobile service and maritime uses as well as outdoor storage of product inventory where a pedestrian-friendly environment can be maintained or enhanced.
- MD 1.3.3 ~~10-04-08~~ Allow light manufacturing activities with ancillary on-site retail sales of the manufactured product. Do not allow manufacturing uses that adversely impact surrounding properties. (~~chapter 18.27 DMMC~~)

Transportation

- MD 2.1 ~~10-03-01~~ Enhance the relationship between the commercial district and the shoreline through improved access to the Marina and Puget Sound.
- MD 2.2 ~~10-03-03~~ Promote a pedestrian-friendly sidewalk environment throughout downtown. Within the commercial zones, the sidewalk environment may include storefronts near the sidewalk, minimal interruption by vehicular driveways, awnings for weather protection, public open space, attractive landscaping, and integrated signs and lighting.
- MD 1.2.1 ~~10-04-03~~ Ensure that street trees are planted throughout downtown.
- MD 1.2.2 ~~10-04-04~~ Encourage use of shared driveways in order to minimize the number of locations where the sidewalk is interrupted by vehicular traffic.
- MD 2.3 ~~10-03-06~~ Maintain 8th Avenue South as a local access street. Discourage commercial traffic from using 8th Avenue through project design and roadway improvements.
- MD 2.4 ~~10-03-08~~ Encourage use of alternative modes of transportation, including walking, bicycling, carpooling, and use of mass transit.
- MD 2.4.1 ~~10-04-01~~ Create an integrated transportation system that includes a comprehensive parking strategy, pedestrian and bicycle network, and streetscape improvements.
- MD 2.4.2 ~~10-04-02~~ Continue to allow uses and facilities that promote transit ridership, such as bus stop shelters, ticket offices, transit information kiosks, etc.
- MD 2.5 ~~10-03-09~~ Ensure that off-street parking regulations reflect anticipated future demand. Continue to allow shared and off-site parking when no adverse parking impacts will result. Ensure that off-site parking is available at the time new uses are authorized.

Design

- MD 3.1 ~~10-03-02~~ Encourage the development of gateway features and focal points that contribute to the identity of the Marina District of Des Moines.
- MD 3.1.1 ~~10-04-09~~ As part of the next review of this Element, investigate the possibility of creating specific subarea plans for the Marina District.
- MD 3.2 ~~10-03-10~~ Encourage new construction to incorporate design elements that provide view corridors, visual interest, and pedestrian scale. Require the terracing of upper floors of buildings.
- MD 3.3 ~~10-03-11~~ Encourage new development to include public benefit features such as water fountains, bicycle racks, public rest rooms, outdoor seating, art, etc.

WORKING DRAFT

- MD 3.3.1 ~~10-04-10~~ Ensure that new development or redevelopment in the Marina District exhibits design excellence by paying particular attention to site design, building form, architecture and public space as described in the *Marina District Design Guidelines* (2009).

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Chapter 10: Marina District Element

Changes Accepted Version

Chapter No 10: Marina District Element

BACKGROUND AND CONTEXT

VISION STATEMENT FOR THE DOWNTOWN MARINA DISTRICT

The Marina District – the Downtown, Marina and Beach Park – is the historic and cultural center for Des Moines. A revitalized Downtown with a small-town charm reflecting the City's rich history invites new businesses, development, shoppers and residents. A quality mix of services in the District encourages residents to shop locally and creates a destination for visitors. Improved pedestrian access to and from the Marina and Beach Park and pedestrian amenities along South 223rd Street and South 227th Street enhance the image of Des Moines as a special Puget Sound waterfront community. The Marina District Design Guidelines encourage private participation and public art to reflect and celebrate the City's unique location and maritime heritage.

Des Moines Marina District is located along the shoreline of Puget Sound. This waterfront location provides a unique geographic setting for the City's primary commercial district. This area is one of few low-bank shoreline areas between Seattle and Tacoma. The Des Moines Marina occupies much of the shoreline within the neighborhood. The Marina provides limited recreational opportunities for non-boaters.

The Marina District is generally bounded by Puget Sound on the west, the City of Normandy Park and South 216th Street to the north, 8th Avenue South and Kent-Des Moines Road to the east, and South 230th Street to the south (Figure 2-3). Single family residential neighborhoods abut the Marina District to the north, south, and east. As the topography of the area generally slopes down from east to west, many properties within and near the Marina District have views of Puget Sound and the Olympic Mountains.

The Marina District is developed with a variety of land uses, including commercial, professional office, single family, multifamily, mixed-use, and recreational uses. Some buildings in the neighborhood are in a state of disrepair. Several properties are vacant or have minimal physical improvements, such as those properties fenced for boat storage.

The Land Use Element of the City of Des Moines Comprehensive Plan includes a land use map for the Marina District (Figure 2-3). Other policies within the adopted Land Use Element that relate to the Marina District include:

- (1) Multiple family dwellings should also be encouraged in conjunction with commercial developments within the Downtown Commercial Zone (D-C Zone), provided that such dwellings are designed to provide a quality residential environment while enhancing the appearance and commercial function of the business district.
- (2) Promote new development and redevelopment within the commercial district to reflect and enhance its ties to the waterfront, pedestrian orientation, and role in serving local shopping and service requirements.

- (3) Within the Des Moines Marina property, allow commercial uses that are water dependent or related, serve marina users or promote public access to the shoreline.

GOALS

- Goal MD 1 Ensure that Marina District will be:*
- 1. The civic and cultural center for the City.*
 - 2. A revitalized neighborhood with a small-town charm reflecting the City's rich history and inviting new businesses, development shoppers and residents.*
 - 3. Characterized by a quality mix of businesses that encourages residents to shop locally and creates a destination for visitors.*
 - 4. Aesthetically pleasing with design standards and public art to reflect and celebrate the City's unique location and maritime heritage.*
 - 5. Pedestrian-friendly with improved access to and from the Marina and Beach Park and pedestrian amenities along South 223rd Street and South 227th Street.*
 - 6. A residential as well as commercial neighborhood.*
 - 7. A neighborhood that takes advantage of its waterfront location.*
 - 8. A neighborhood with numerous opportunities for passive outdoor recreation.*
 - 9. An area with views of Puget Sound and the Olympic Mountains.*
 - 10. A neighborhood where redevelopment and the introduction of new businesses is encouraged when such activities compliment and implement adopted goals and policies.*
- Goal MD 2 Strengthen community sustainability, pedestrian accessibility, livability and downtown business vitality.*
- Goal MD 3 Optimize Des Moines' prime waterfront location and City views through the enhancement of cultural opportunities and experiences.*

POLICIES AND IMPLEMENTATION STRATEGIES

Land Use

- MD 1.1** Encourage mixed use in the D-C zone.
- MD 1.1.1** Allow dwellings above street-level commercial uses as a permitted use when specific conditions can be satisfied.
- MD 1.2** Building height should not adversely impact the adjacent street environment or nearby land uses.
- MD 1.3** Prohibit commercial uses that detract from the retail, wholesale, and service uses permitted in the D-C zone. Allow light manufacturing uses in the commercial zones when: 1) products are sold on site at retail; and 2) manufacturing activities will not adversely impact surrounding properties.

MD 1.3.1 Continue to allow residential uses in the areas west and south of the business district. Ensure that new development at the edge of the D-C Downtown Commercial zones has minimal impact upon nearby residences.

MD 1.3.2 Allow automobile service and maritime uses as well as outdoor storage of product inventory where a pedestrian-friendly environment can be maintained or enhanced.

MD 1.3.3 Allow light manufacturing activities with ancillary on-site retail sales of the manufactured product. Do not allow manufacturing uses that adversely impact surrounding properties.

Transportation

MD 2.1 Enhance the relationship between the commercial district and the shoreline through improved access to the Marina and Puget Sound.

MD 2.2 Promote a pedestrian-friendly sidewalk environment throughout downtown. Within the commercial zones, the sidewalk environment may include storefronts near the sidewalk, minimal interruption by vehicular driveways, awnings for weather protection, public open space, attractive landscaping, and integrated signs and lighting.

MD 1.2.1 Ensure that street trees are planted throughout downtown.

MD 1.2.2 Encourage use of shared driveways in order to minimize the number of locations where the sidewalk is interrupted by vehicular traffic.

MD 2.3 Maintain 8th Avenue South as a local access street. Discourage commercial traffic from using 8th Avenue through project design and roadway improvements.

MD 2.4 Encourage use of alternative modes of transportation, including walking, bicycling, carpooling, and use of mass transit.

MD 2.4.1 Create an integrated transportation system that includes a comprehensive parking strategy, pedestrian and bicycle network, and streetscape improvements.

MD 2.4.2 Continue to allow uses and facilities that promote transit ridership, such as bus stop shelters, ticket offices, transit information kiosks, etc.

MD 2.5 Ensure that off-street parking regulations reflect anticipated future demand. Continue to allow shared and off-site parking when no adverse parking impacts will result. Ensure that off-site parking is available at the time new uses are authorized.

Design

MD 3.1 Encourage the development of gateway features and focal points that contribute to the identity of the Marina District of Des Moines.

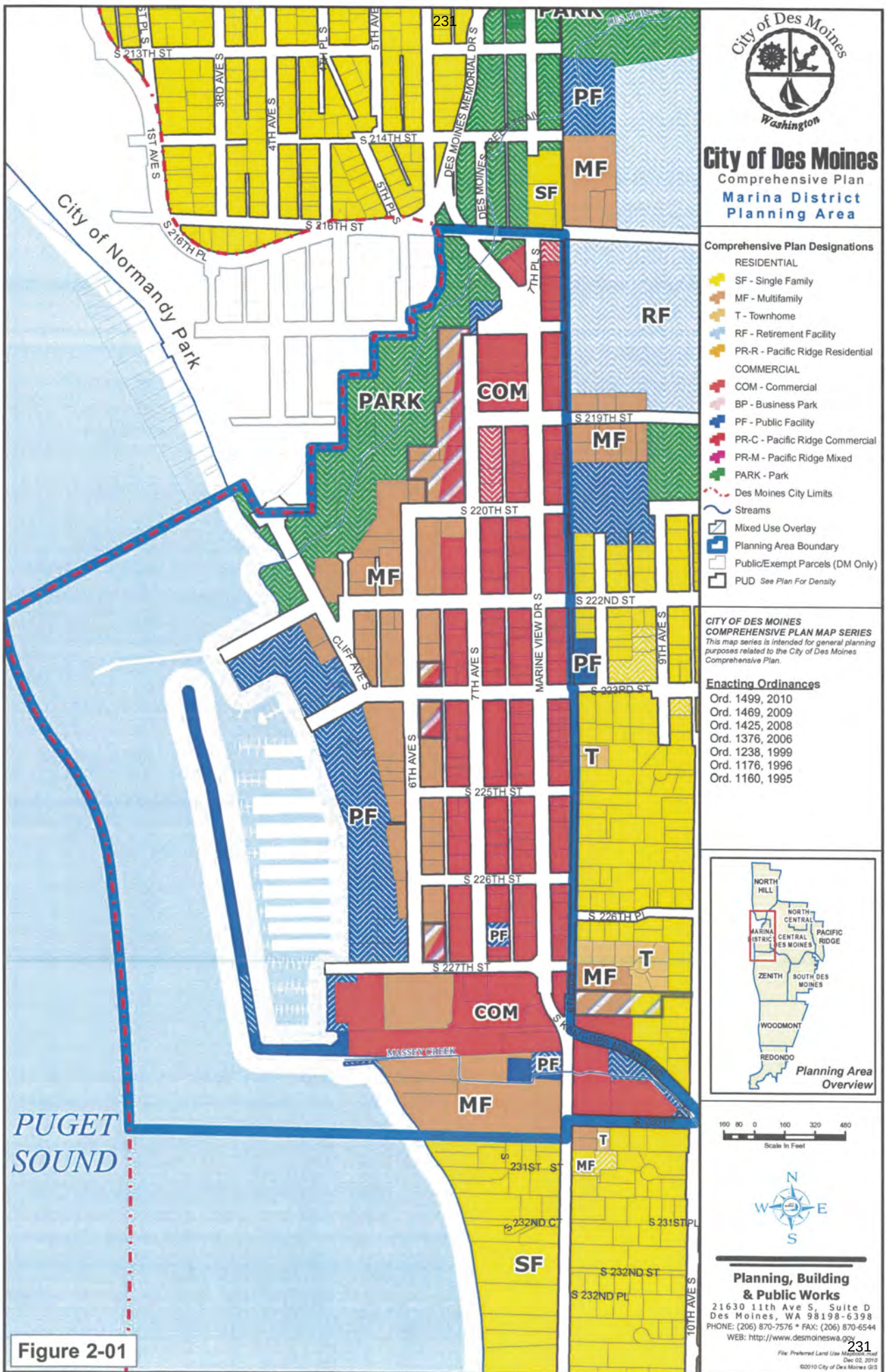
MD 3.1.1 As part of the next review of this Element, investigate the possibility of creating specific subarea plans for the Marina District.

MD 3.2 Encourage new construction to incorporate design elements that provide view corridors, visual interest, and pedestrian scale. Require the terracing of upper floors of buildings.

MD 3.3 Encourage new development to include public benefit features such as water fountains, bicycle racks, public rest rooms, outdoor seating, art, etc.

MD 3.3.1 Ensure that new development or redevelopment in the Marina District exhibits design excellence by paying particular attention to site design, building form, architecture and public space as described in the *Marina District Design Guidelines* (2009).

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Chapter 11: Pacific Ridge Element

Track Changes Version

Chapter No 11: Pacific Ridge Element

BACKGROUND AND CONTEXT

~~(11-02-01)~~ The Pacific Ridge area is located along Pacific Highway South and between 24th Avenue South to the west, Interstate 5 to the east, South 212th Street to the north, and Kent-Des Moines Road to the south (see Figure 2-7 within the Land Use Element). Nearby regional transportation facilities (existing and planned) provide excellent access to the area. Pacific Ridge's topography and elevation provide excellent opportunities for views of Mount Rainier, Puget Sound, and the Olympic Mountains.

~~(11-02-02)~~ Extensive roadway improvements have been completed for this portion of Pacific Highway South. These improvements represent considerable public investment in the area's infrastructure and will improve traffic flow/capacity and vehicular/pedestrian safety, and will significantly enhance the appearance of this area ~~(11-02-02)~~. Many Pacific Ridge properties are not improved to the extent presently allowed by the City of Des Moines Comprehensive Plan and the Zoning Code. Many properties are improved with older buildings and are likely to be redeveloped in the near future ~~(11-02-03)~~. Due to its location and proximity to several major transportation linkages, age of buildings, other social and economic factors, Pacific Ridge represents an opportunity to increase density without the adverse impacts that may occur elsewhere in the City.

~~11-02-03~~ Many Pacific Ridge properties are not improved to the extent presently allowed by the City of Des Moines Comprehensive Plan and the Zoning Code. Many properties are improved with older buildings and are likely to be redeveloped in the near future.

~~11-02-04~~ Due to its location and proximity to several major transportation linkages, age of buildings, other social and economic factors, Pacific Ridge represents an opportunity to increase density without the adverse impacts that may occur elsewhere in the City.

GOALS

PR 1 *The City of Des Moines intends to transform Pacific Ridge into a new urban community that takes advantage of its geographic location, local and regional transportation linkages, stable soils, and view potential. The transformation of Pacific Ridge will include replacement of lower-scale, existing buildings with new structures that will dramatically enhance the appearance, character, economics, and safety of the area. Pacific Ridge will contain buildings and open spaces designed for pedestrians as well as the motorist. Pacific Ridge will be an area of businesses and residences. New buildings may be five to eight stories in height along Pacific Highway emphasizing retail and office uses. Between the development along Pacific Highway and Interstate 5, buildings may be 8 or more stories in height emphasizing residential high-rise home ownership with green open spaces and view corridors. This new community will exhibit superior design features that make Pacific Ridge inviting to residents and businesses, complement other areas of Des Moines, and foster community pride.*

POLICIES AND IMPLEMENTATION STRATEGIES

Land Use and Housing

~~PR 1.1 11-04-01 Amend the Des Moines Municipal Code (DMMC) and the City of Des Moines Comprehensive Plan as necessary to maintain consistency with and implement this Element~~

PR 1.1 ~~11-03-01~~ For commercial properties south of South 216th Street, encourage retail and employment uses, but also allow dwellings over street-level commercial uses (mixed use) in this area. Allow multifamily development (with minor and incidental commercial uses) on properties south of South 216th Street that do not front upon Pacific Highway South. Allow for limited townhouse development east of 30th Avenue with Council approval. Do not allow residential uses north of South 216th Street.

PR 1.1.1 ~~11-04-03~~ Do not allow the establishment of new land uses that are inconsistent and/or incompatible with this Element, such as: automobile towing, commercial parking lots, automobile sales, car washes, and drive-through facilities. Allow a limited number of gasoline stations, automobile repair uses, and retail tire sales.

PR 1.2 ~~11-03-03~~ Encourage land uses that promote long-term residency and activity during both daytime and nighttime hours, such as mixed-use buildings and condominium dwellings.

PR 1.3 ~~11-03-04~~ Ensure new development includes mitigation measures to offset adverse impacts to the natural and built environment that would otherwise occur. Ensure that new construction does not result in undue adverse impacts upon nearby land uses, and that infrastructure and municipal services are available to serve new land uses.

PR 1.3.1 ~~11-04-11~~ Require that the comprehensive plans and capital improvement plans of the special purpose districts that serve Pacific Ridge reflect the build-out conditions specified by this Element and all implementing policies/regulations.

PR 1.4 ~~11-03-05~~ Encourage new construction to mitigate adverse impacts relating to displacement of affordable housing. Encourage homeownership, and affordable homeownership, within Pacific Ridge.

PR 1.4.1 ~~11-04-04~~ Encourage or require that new development include mitigation measures relating to displacement of affordable housing. Encourage new residential development to offer owner-occupied dwellings.

Economic Development

PR 2.1 ~~11-03-02~~ Encourage developers to take advantage of increased building heights in this neighborhood to enhance land value, promote redevelopment, expand view opportunities, and to accommodate household growth targets specified by the Countywide Planning Policies for King County.

PR 2.2 ~~11-03-06~~ Ensure that development requirements, land use review procedures, and mitigation measures do not unnecessarily hinder redevelopment. Utilize innovative land use review techniques/procedures to minimize timeframes and uncertainty during permit review. Examples of such techniques/procedures include: streamlined environmental review; optional DNS; impact fees, etc.

PR 2.3 ~~11-03-07~~ Promote redevelopment of Pacific Ridge properties to attract new or expanded businesses and commercial development to Pacific Ridge.

PR 2.3.1 ~~11-04-12~~ Coordinate with other agencies/organizations to: 1) attract new businesses in Pacific Ridge; 2) promote development and redevelopment opportunities in Pacific Ridge; and 3) encourage new construction that is consistent with this Element.

- PR 2.3.2 ~~11-04-03~~ Encourage land assemblage (lot consolidation) so that larger-scale development proposals can be considered, and to minimize instances where “hold-out” properties do not contribute to the emerging character of the area. When new construction is proposed, encourage or require that internal property lines within building sites be removed. Discourage further division of parcels when such proposals are inconsistent with Pacific Ridge policies and/or regulations.

Transportation

- PR 3.1 ~~11-03-08~~ Ensure that public and private development continues the pedestrian-friendly environment envisioned by the Pacific Highway South Roadway Improvement Project. Ensure compliance with the state Barrier-Free Regulations.
- PR 3.2 ~~11-03-10~~ Encourage use of alternative modes of transportation, including walking, bicycling, carpooling, and mass transit. Coordinate City-sponsored transportation improvements via the Comprehensive Transportation Plan and the Capital Improvement Program.
- PR 3.2.1 ~~11-04-06~~ Encourage transit service to Pacific Ridge, such as nearby park-and-ride lots, direct bus service to light and heavy rail transit stops, bicycle corridors, to and from transit nodes, etc.
- PR 3.3 ~~11-03-11~~ Coordinate with Sound Transit and the Cities of Kent, SeaTac and Federal Way on the extension of light rail through Des Moines.
- PR 3.3.1 ~~11-04-07~~ Support a light rail alignment on or east of the SR 99 center median, or along 30th Avenue South, provided a light rail stop is added in the vicinity of South 216th Street; or designate the west margin of Interstate 5 as the light rail corridor through Pacific Ridge. Work with Sound Transit to establish a light rail stop in the vicinity of S 216th Street.
- PR 3.4 ~~11-03-12~~ Promote a pedestrian-friendly sidewalk environment throughout Pacific Ridge. The sidewalk environment may include storefronts near the sidewalk, consolidated and/or shared vehicular access, public open space, attractive landscaping, and integrated signs and lighting. Promote safe and direct pedestrian access between Pacific Highway South and nearby properties.
- PR 3.4.1 ~~11-04-05~~ Encourage or require use of shared driveways in order to minimize the number of locations where the sidewalk is interrupted by vehicular traffic. Ensure that land use policies and regulations are consistent with the controlled-access requirements of the Washington State Department of Transportation (WSDOT).
- PR 3.5 ~~11-03-13~~ Ensure that off-street parking regulations reflect anticipated future demand. Require off-street guest parking for multifamily developments. Continue to allow shared and off-site parking when no adverse parking impacts will result. Ensure that off-site parking is available at the time new uses are authorized.

Design

- PR 4.1 ~~11-03-14~~ Encourage the development and use of gateway features, focal points, and unique design features that contribute to the identity of Des Moines and Pacific Ridge.
- PR 4.1.1 ~~11-04-08~~ Ensure that street trees are planted throughout the Pacific Ridge.
- PR 4.2 ~~11-03-15~~ Require that new construction contain and exhibit high-quality design elements and building materials as outlined by the Pacific Ridge Design Guidelines.

- | PR 4.3 ~~11-03-16~~ Enhance personal and property safety through development regulation, including use of crime prevention through environmental design (CPTED) guidelines or regulations.
- | PR 4.4 ~~11-03-17~~ Encourage new construction to incorporate design elements that provide view corridors, visual interest, pedestrian scale, and features which minimize impacts associated with building height, bulk, and scale. Require the terracing of upper floors of buildings.
- | PR 4.5 ~~11-03-18~~ Encourage new development to include public benefit features such as plazas and courtyards with outdoor seating, hill-climbs, overhead weather protection, public art, etc.

Parks and Open Space

- | PR 5.1 ~~11-03-09~~ Expand recreational opportunities in or near Pacific Ridge.
 - | PR 5.1.1 ~~11-04-09~~ Extend Midway Park to the east, and to the west to Pacific Highway South. Provide pedestrian connections between Midway Park, Pacific Highway South, and the Steven J. Underwood Park complex
 - | PR 5.1.2 ~~11-04-10~~ Align City and outside resources, including in-lieu multifamily recreation fees, to improve and/or expand recreation opportunities and open space in and near Pacific Ridge. Examples of potential improvements include: 1) enlarging Midway Park; 2) improving the Sports Park complex adjacent to Pacific Ridge; and 3) improving pedestrian connections between these facilities.

Chapter 11: Pacific Ridge Element

Changes Accepted Version

Chapter No 11: Pacific Ridge Element

BACKGROUND AND CONTEXT

The Pacific Ridge area is located along Pacific Highway South and between 24th Avenue South to the west, Interstate 5 to the east, South 212th Street to the north, and Kent-Des Moines Road to the south (see Figure 2-7 within the Land Use Element). Nearby regional transportation facilities (existing and planned) provide excellent access to the area. Pacific Ridge's topography and elevation provide excellent opportunities for views of Mount Rainier, Puget Sound, and the Olympic Mountains.

Many Pacific Ridge properties are not improved to the extent presently allowed by the City of Des Moines Comprehensive Plan and the Zoning Code. Many properties are improved with older buildings and are likely to be redeveloped in the near future.

Due to its location and proximity to several major transportation linkages, age of buildings, other social and economic factors, Pacific Ridge represents an opportunity to increase density without the adverse impacts that may occur elsewhere in the City.

GOALS

- PR 1 The City of Des Moines intends to transform Pacific Ridge into a new urban community that takes advantage of its geographic location, local and regional transportation linkages, stable soils, and view potential. The transformation of Pacific Ridge will include replacement of lower-scale, existing buildings with new structures that will dramatically enhance the appearance, character, economics, and safety of the area. Pacific Ridge will contain buildings and open spaces designed for pedestrians as well as the motorist. Pacific Ridge will be an area of businesses and residences. New buildings may be five to eight stories in height along Pacific Highway emphasizing retail and office uses. Between the development along Pacific Highway and Interstate 5, buildings may be 8 or more stories in height emphasizing residential high-rise home ownership with green open spaces and view corridors. This new community will exhibit superior design features that make Pacific Ridge inviting to residents and businesses, complement other areas of Des Moines, and foster community pride.*

POLICIES AND IMPLEMENTATION STRATEGIES

Land Use and Housing

- PR 1.1** For commercial properties south of South 216th Street, encourage retail and employment uses, but also allow dwellings over street-level commercial uses (mixed use) in this area. Allow multifamily development (with minor and incidental commercial uses) on properties south of South 216th Street that do not front upon Pacific Highway South. Allow for limited townhouse development east of 30th Avenue with Council approval. Do not allow residential uses north of South 216th Street.
- PR 1.1.1** Do not allow the establishment of new land uses that are inconsistent and/or incompatible with this Element, such as: automobile towing, commercial parking lots, automobile sales, car washes, and drive-through facilities. Allow a limited number of gasoline stations, automobile repair uses, and retail tire sales.

- PR 1.2 Encourage land uses that promote long-term residency and activity during both daytime and nighttime hours, such as mixed-use buildings and condominium dwellings.
- PR 1.3 Ensure new development includes mitigation measures to offset adverse impacts to the natural and built environment that would otherwise occur. Ensure that new construction does not result in undue adverse impacts upon nearby land uses, and that infrastructure and municipal services are available to serve new land uses.
 - PR 1.3.1 Require that the comprehensive plans and capital improvement plans of the special purpose districts that serve Pacific Ridge reflect the build-out conditions specified by this Element and all implementing policies/regulations.
- PR 1.4 Encourage new construction to mitigate adverse impacts relating to displacement of affordable housing. Encourage homeownership, and affordable homeownership, within Pacific Ridge.
 - PR 1.4.1 Encourage or require that new development include mitigation measures relating to displacement of affordable housing. Encourage new residential development to offer owner-occupied dwellings.

Economic Development

- PR 2.1 Encourage developers to take advantage of increased building heights in this neighborhood to enhance land value, promote redevelopment, expand view opportunities, and to accommodate household growth targets specified by the Countywide Planning Policies for King County.
- PR 2.2 Ensure that development requirements, land use review procedures, and mitigation measures do not unnecessarily hinder redevelopment. Utilize innovative land use review techniques/procedures to minimize timeframes and uncertainty during permit review. Examples of such techniques/procedures include: streamlined environmental review; optional DNS; impact fees, etc.
- PR 2.3 Promote redevelopment of Pacific Ridge properties to attract new or expanded businesses and commercial development to Pacific Ridge.
 - PR 2.3.1 Coordinate with other agencies/organizations to: 1) attract new businesses in Pacific Ridge; 2) promote development and redevelopment opportunities in Pacific Ridge; and 3) encourage new construction that is consistent with this Element.
 - PR 2.3.2 Encourage land assemblage (lot consolidation) so that larger-scale development proposals can be considered, and to minimize instances where “hold-out” properties do not contribute to the emerging character of the area. When new construction is proposed, encourage or require that internal property lines within building sites be removed. Discourage further division of parcels when such proposals are inconsistent with Pacific Ridge policies and/or regulations.

Transportation

- PR 3.1 Ensure that public and private development continues the pedestrian-friendly environment envisioned by the Pacific Highway South Roadway Improvement Project. Ensure compliance with the state Barrier-Free Regulations.
- PR 3.2 Encourage use of alternative modes of transportation, including walking, bicycling, carpooling, and mass transit. Coordinate City-sponsored transportation improvements via the Comprehensive Transportation Plan and the Capital Improvement Program.

- PR 3.2.1 Encourage transit service to Pacific Ridge, such as nearby park-and-ride lots, direct bus service to light and heavy rail transit stops, bicycle corridors, to and from transit nodes, etc.
- PR 3.3 Coordinate with Sound Transit and the Cities of Kent, SeaTac and Federal Way on the extension of light rail through Des Moines.
- PR 3.3.1 Support a light rail alignment on or east of the SR 99 center median, or along 30th Avenue South, provided a light rail stop is added in the vicinity of South 216th Street; or designate the west margin of Interstate 5 as the light rail corridor through Pacific Ridge. Work with Sound Transit to establish a light rail stop in the vicinity of S 216th Street.
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Design

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Parks and Open Space

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- PR 5.1.1 Extend Midway Park to the east, and to the west to Pacific Highway South. Provide pedestrian connections between Midway Park, Pacific Highway South, and the Steven J. Underwood Park complex
- PR 5.1.2 Align City and outside resources, including in-lieu multifamily recreation fees, to improve and/or expand recreation opportunities and open space in and near Pacific

Ridge. Examples of potential improvements include: 1) enlarging Midway Park; 2) improving the Sports Park complex adjacent to Pacific Ridge; and 3) improving pedestrian connections between these facilities.

From: Jeanette [<mailto:jburrage01@aol.com>]
Sent: Thursday, April 09, 2015 2:46 PM
To: Denise Lathrop; Dan Brewer
Cc: mmmpina@comcast.net; JNutting Home
Subject: Comp plan updates for tonight's meeting

Denise,

Thank you for giving us the current plan elements to review. It would be helpful for our review if we have maps of what is being discussed, such as what uses should be permitted in the south North central neighborhood.

Here are some specific comments and questions:

Chapter 9 North Central Neighborhood

Goals. I think we should remove the word "environmental" before the word "impacts" as there may be negative impacts to the community that might not be viewed as "environmental."

Background:

9-02-01 Of course the area that is particularly impacted by aircraft noise will need to be expanded because of the third runway to include over to 5th or 6th Avenue.

9-02-03 Delete and change street in 02-04 from 220th to 216th.

Of course a re-writing of the background will need to be done that incorporates the improvements on 216th and 24th.

Policies:

9-03-01 business park for the south subarea-I need additional information before giving OK for this.

03-02 says warehousing only as an accessory use but we are allowing as an outright use for where Panattoni is building aren't we?

03-03 Not sure where they would go.

Strategies:

04-01 Why redo south subarea or did we already do that? Wouldn't administrative approval of development that conforms to an approved master plan be automatic? Why have it in the comp plan?

04-05 How do you determine which transportation demand management (TDM) measures are required in business park development?

04-06 How can access be from internal streets only if people come there from outside the development?

04-07 Delete as already done?

04-08 from new and "improved" arterial streets?

04-13 Would we want surface water to flow the same direction if directing it a different direction would be more efficient?

04-14. Remove "closely" so more friendly?

Chapter 10 Marina District

Goals (1) Except for the Activity Center on 216th?

(8) What is passive outdoor recreation?

(10) Period after encouraged.

01-02 Why is "sustainability" included here? Can we find a more precise word or set of words?

02-04 What are service requirements?

10-03 Are we going to be able to work on this next year?

03-03 Delete the phrase "storefronts near the sidewalk"

03-05 Delete?

03-07 Delete first sentence?

03-08 change encourage to "allow"

03-09 Why only ensure that off-site parking is available. What about on-site parking?

03-10 I thought our rules on design were more flexible now.

Strategies

04-01 Yes. Can we do this next year or later this year after comp plan finished?

04-05 What about the north and east?

04-06 What conditions?

04-09 Why would we want sub areas?

40-10 Why say follow the existing rules?

Pacific Ridge Element

Policies 03-01 Why need additional council approval if already in zone?

03-03 Add apartments?

03-05 Delete. It is not the problem of the developer to find low cost housing for the current occupants except as required under state law for mobile homes.

03-10 Delete first sentence.

03-11 light rail through "and in" Des Moines

03-12 Defiantly take out. This area of the City is abutting a highway.

03-13 Again, why only off-site?

03-15 Just says to follow existing rules, so why have it in here?

03-16 What are CPTED guidelines? Do you have a copy we could review?

Strategies

04-01 Why have this in here? It is not in other elements. Why would you tell future councils what they should do? Maybe they will find additional information and amend the comp plan.

04-03 Allow auto towing, car washes, and drive through facilities in the area along Pac Highway.

04-04 Again, not the job of developers to figure out where things and people will move when they are displaced.

04-07 Designate the west margin of I-5 as the light rail corridor through Pacific Ridge.

04-09 What is the cost of extending the park to the east and west? What commercial uses will be displaced?

Jeanette

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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: Financial Discussion

FOR AGENDA OF: April 23, 2015

ATTACHMENTS:

Sample 2015 Budget Document

DEPT. OF ORIGIN: Finance

DATE SUBMITTED: April 10, 2015

CLEARANCES:

☒ Finance DM 4/16/15

☐ Legal - N/A Discussion Only

APPROVED BY CITY MANAGER
FOR SUBMITTAL: MU/ACM

Purpose and Recommendation

The purpose of this agenda item is to bring to council's attention several recommended accounting, budgeting and changes to Chapter 3 of the Des Moines Municipal Code. More specifically:

- New public annual budget document format.
- Changes in timing and role of the six year Capital Improvement Plan.
- Creation of new special revenue funds.
- Review and changes to DMMC Title 3.

Suggested Motions:

None – Informational only

NEW PUBLIC ANNUAL BUDGET DOCUMENT FORMAT

Background

The current budget document is very comprehensive and provides three levels of information: 1) summary level, account level and then the details within each account. The document is very large (365 pages). The current format and method of creating this document consumes a significant amount of financial resources to prepare and is generally published in the February time frame.

Discussion

The council packet includes a new format for the annual budget document. The goals of a budget document are to capture and communicate the city's financial plan and provide managers constraints within to carry out their operations. The new format does this and more. The copy included for council takes the 2015 annual budget information and restates it in the suggested new format. The new format significantly reduces the size of the document (approximately 95 pages) and focuses on helping citizens understand the "big picture" of city budgeted financial sources and uses.

The new format is heavily automated and can be published quickly (early December) with minimal staff resources as compared to the current format which is published in March and utilizes significant staff resources to create. This change makes the budget information available to the public nearly 4 months earlier than the past. Budget expenditure detail information by account as well as items making up the account total is most often used by internal management and is provided as part of the city's accounting system. This level of information is separately available to the public and members of council upon request.

CHANGES IN TIMING AND ROLE OF THE CAPITAL IMPROVEMENT PLAN

Background

Historically, the Capital Improvement Plan (CIP), which contains major capital spending and resources, has been adopted along with the Budget in November or December. As the plan encompasses six years, resources contained in the plan (especially in the later years) are to a large extent estimated. Some grant funding sources require a proposed project be contained in an officially adopted CIP. The Transportation Improvement Plan is adopted in the spring and provides guidance as to which transportation projects to include in the CIP.

Discussion

The proposed change is to formally adopt the Capital Improvement Plan (CIP) in the summer (rather than at the end of the year with the Budget. The CIP is a *plan* not a *budget* thus it can be adopted earlier. The discussions and decisions made in the CIP for the next year (only) will be included as part of the Operating & Capital Budget. There may be some modifications made from the six year CIP plan adopted in the summer and the project amounts adopted in the Operating & Capital Budget if funding information changes later in the year. This will allow the CIP to be published by August of each year rather than March of the following year thus providing the CIP information nearly 7 months earlier for the public. The budget format above will include the updated CIP sheets for projects that contain expenditure budgets for the Operating & Capital Budget year.

NEW SPECIAL REVENUE FUND CHANGES

Background

Currently, certain dedicated revenues sources are recorded in the MCI construction fund. Sometimes those sources are used within that fund and sometimes they are transferred to other funds (e.g. transportation fund). Some of those sources are not consumed each year leaving a cash balance in the fund which is manually allocated, tracked and used.

Discussion

One of the primary functions of a fund is to track restricted sources, uses and cash balances. This can be more efficiently and effectively done by recording the restricted sources to their own special revenue fund as compared to mixing them inside of one construction fund. When a special revenue amount is committed to a particular project as *part of the budget process* then the budget would include a transfer from the special revenue fund to the construction fund. This provides continuous and instant access to monitor available funds if an unplanned need arose or there is a mid-year switch in construction priorities (say a new grant opportunity that needed a significant match was obtained or a sudden loss occurred). New special revenue funds for 1st Qtr REET, 2nd Qtr REET, Park Levy, etc.

REVIEW AND CHANGES TO DMMC TITLE 3.

Background

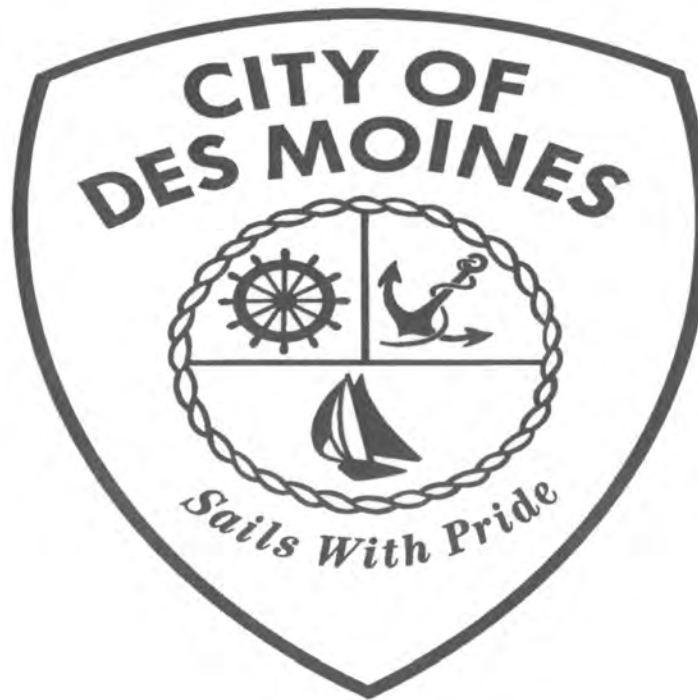
Title 3 of the Des Moines Municipal Code is called REVENUE AND FINANCE and covers a variety of financial topics such as financial policies, authorization and description of funds, etc. Over time the code has been updated and changed such that the ordering, grouping and descriptions have become outdated. Also, specific reserve requirements that were relevant to past bond issues are still on the books even though the related bond has been paid off and the restrictions don't make sense in terms of the current financial situation.

Discussion

This project will encompass updating Title 3 to reflect the current reality as well as provide opportunity to evaluate whether the existing policies still reflect council's views. The most immediate issues involve removing debt requirements that are no longer applicable.

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CITY OF DES MOINES



2015 OPERATIONS & CAPITAL BUDGET

FINAL BUDGET

(Format) DRAFT 4/15/15

Adopted by Ordinance No. 1615
DECEMBER 4, 2014

**CITY OF DES MOINES, WASHINGTON
2015 ANNUAL BUDGET**

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A GUIDE TO THE CITY OF DES MOINES BUDGET

The intent of this guide is to explain basic concepts of how the City of Des Moines government is financed, how the City accounts for its finances in order to meet its stewardship obligation over the public's money, and how the budget process works.

The City of Des Moines's mission is to provide for the basic safety, health and welfare of its citizens by providing a variety of social, health, environmental, public safety, and other services to the public.

The wide variety of services makes it a challenge for the City to keep its citizens informed and involved in the business of government. Hopefully, this Guide will make it easier to understand how some of the City's financial activities work.

WHAT IS A BUDGET?

The annual budget of the City of Des Moines is a formal statement of the financial policy and plan of the City for the calendar year. The Budget document presents in detail the financial plan of the City, including its various sources of revenues and the allocation of these resources to the various programs.

WHAT ARE REVENUES?

Monies received through taxes, licenses and permits, intergovernmental sources, charges for services, fines and forfeitures, and other miscellaneous sources are called revenues.

WHAT ARE EXPENDITURES?

Expenditures occur when the City buys goods and/or services and pays its employees. Expenditures can be categorized into three types: operating expenditures, capital expenditures, and debt service expenditures. Operating expenditures are the day to day spending on salaries, supplies, utility services, and contracts. Capital expenditures are generally for acquisition of major assets such as land and buildings or for the construction of streets or other improvements. Debt service expenditures repay borrowed money and related interest.

WHAT IS A FUND?

The City is financially organized into separate fiscal and accounting entities known as Funds. Each Fund is a separate division for accounting and budgetary purposes. The Fund accounting process allows the City to budget and account for revenues that are restricted by law or policy to a specific use or purpose in accordance with nationally recognized rules of governmental accounting and budgeting.

The City of Des Moines budgets for approximately 18 separate Funds. Each Fund can be viewed as a separate checking account to be used for a specific purpose. All Funds of the City fall into one of the following major categories. Following is a brief description of these categories.

General Fund: The General Fund finances most services that the City provides. This includes law enforcement, fire protection, municipal courts, parks and recreation, community development and administrative activities. The General Fund is, essentially, a "catch-all" fund for accounting for City operations that are not required to be accounted for in a separate fund. The General Fund receives all of the property taxes.

Special Revenue Funds: The City uses Special Revenue funds to account for revenues that must be used by law for specific purposes. An example is the City Street Fund which accounts for gasoline taxes received that can only be used for maintenance and improvements to roads and streets.

Debt Service Funds: The Debt Service funds are used to account for the accumulation of resources for the repayment of monies borrowed through voter approved general obligation bond sales and the related interest.

Construction Funds: Construction funds are used to account for the accumulation of resources to fund construction projects related to general government. Utility related construction is included in the Enterprise Funds.

Enterprise Funds: The Enterprise Funds are established to account for operations that are financed and operated in a manner similar to private business with the intent that the cost of the goods or services provided will be recovered primarily through user charges. The Marina Fund and the Surface Water Management funds are the City's funds in this category.

Internal Service Funds: Internal Service Funds are used by the City to account for the financing of goods and/or services provided by one department or fund to another department or fund of the City on a cost reimbursement basis. For example, the City uses the Equipment Rental Funds to purchase and maintain vehicles used by the various departments and funds. Each department or fund pays rent to the ER Fund to use that equipment.

WHY USE FUNDS?

Reason 1: Fund accounting is required by the State of Washington. State law governs how local governments will account for revenues and expenditures. All local governments are audited annually by the State Auditor's Office to ensure that they have followed all the accounting rules.

Reason 2: When a local government receives funding from the State or the Federal government in the form of a grant, the entity must account for those dollars in the manner prescribed by law.

Reason 3: When a local government goes to the financial markets to borrow money, they must provide financial statements that show their financial condition. Financial institutions and investors will loan money to the local entities only if they can demonstrate the ability to repay the debt.

Reason 4: Des Moines, like all local government entities nationwide, use fund accounting because this system is the standard prescribed by national organizations that govern accounting rules and regulations. The principles used to account for businesses, called Generally Accepted Accounting Principles (GAAP), are established by the Financial Accounting Standards Board (FASB). Similarly, the principles used to account for governmental finances are established by the Governmental Accounting Standards Board (GASB).

ORGANIZATION OF THE BUDGET DOCUMENT

The document is structured to provide the reader with increasing levels of detail at whatever depth desired. Major sections of the budget are as follows:

The City Manager's budget message provides an executive overview of key policies, programs, and significant financial changes in the budget for the ensuing year.

The next section is a series of summary schedules of the City budget. These schedules summarize revenues and expenditures by fund and by major category. Some of the funds or departments may

contain informational narrative and an organizational chart that includes a table of departmental personnel.

The Capital Improvements Projects section lists new capital improvements projects budgeted for the year.

The General Information section includes assessed value and property taxes levied for the current and previous years, some ratios of bonded debt, debt limitations of the City and the current outstanding bonded debt.

And finally the Glossary section to give the reader a better understanding of various terms and phrases.

SUMMARY OF THE BUDGET PROCESS

The City of Des Moines's budgetary process follows the provisions of the Revised Code of Washington (RCW), Chapter 35.33.

During the spring and summer month's departments begin preparation of their budget request for the coming year. Throughout this process meetings are held with appropriate staff and with the City Manager to review the budget requests. After compiling the data, the Preliminary Budget document is prepared. This document is made available for public review in the City Clerk's office and at the Public Library after November 1.

The proposed budget includes the annual operating expenditures and estimated revenues, as well as the current period appropriation of the City's six year Capital Improvements Projects (CIP). The CIP matches available revenue sources with various street and parks projects, as well as water and sewer system improvements and other capital improvements. It is formally updated on an annual basis, although it is recognized that the program is continually updated and modified on an ongoing basis. The CIP is a flexible, dynamic tool that encourages long-term decision-making and assures the continuity of Council goals and objectives. The CIP is reviewed by the City Council and usually adopted in October. The capital projects for the upcoming year are included in the annual budget and formally adopted in December.

The budget is prepared on a modified accrual basis of accounting. Generally this means it presents sources and uses of funds that relate to the budget year and which are expected to be collected or spent within the year or shortly thereafter.

During November, the City Manager presents the proposed (preliminary) budget to City Council in a workshop session. Public hearings are conducted and the budget ordinance is given first and second readings at regular City Council meetings. Final adoption of the budget occurs after the second reading of the budget ordinance. State law directs the budget adoption by December 31.

The adopted budget constitutes the legal authority for expenditures. The level of control at which expenditures may not legally exceed appropriations is the **fund**. Revisions that alter the total expenditures of any kind must be approved by the City Council and adopted by ordinance. The City's budget is amended at least once during the year before year-end. All appropriations, except for capital projects, lapse at the end of the year.

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CITY MANAGER'S BUDGET MESSAGE

Honorable Mayor and City Council:

On behalf of the entire management team, I am pleased to submit to you the preliminary budget for fiscal year 2015. As required by state law, the budget presented herein is balanced between revenues and expenses. This budget was developed in support of the adopted City Council Goals, current and projected service and infrastructure needs and is reflective of current and projected economic conditions impacting the City.

INTRODUCTION

The proposed preliminary 2015 budget presents a plan for allocating public resources toward a variety of programs the City has long provided to its citizenry which serve to promote the physical security of our community, enhance the quality of life of our residents, support our businesses, and promote public investment in our community in the form of capital improvements and strategic planning. The budget process represents the City Council allocating limited resources for the priorities that Council has identified. Every municipality faces difficult choices in the economic landscape that is still recovering from the recession of 2008 and, for that reason, constrained resources equate to limits on expenditures.

GENERAL FUND/OPERATING

- Identify year over year changes and trend in revenues
- Identify year over year changes and trend in expenses
- Identify fund balance dynamic
- Identify anticipated revenue and any exceptional dynamic (new revenue, project development, etc.)

SPECIAL REVENUE FUNDS

- Identify year over year changes and trend in revenues
- Identify year over year changes and trend in fund balances

CAPITAL FUNDS

- Identify significant changes in continuing capital projects
- Identify significant new capital projects

OPPORTUNITIES FOR THE FUTURE - ECONOMIC DEVELOPMENT

It is clear that the City needs to expand and diversify revenue streams. Throughout Puget Sound, formally “bedroom” communities seek to enhance their capacity for self-sufficiency. A main driver for these efforts is economic development which seeks to increase job creation with family wage jobs, expand retail investment, attract in new businesses to invest in commercial and industrial space and create jobs, retain existing businesses and work with existing property owners to be active in redevelopment and beautification of the City by properly maintaining their buildings and property. Des Moines is often described as a “jewel by the sea” with access to the water, the availability of a working marina, and significant development opportunities including infill and redevelopment.

Elements that provide competitive advantage to Des Moines include a very functional regional transportation system including the expansion of Sound Transit Light Rail, the proximity to SeaTac airport, the comparative cost of land in this area of King County relative to higher land costs in Seattle and the Eastside, available industrial land for development, the beginnings of significant development in the Downtown, gateway improvements along 216th Avenue, and some unique development opportunities with the Masonic “Landmark” building and the Marina.

As these development opportunities are realized, the City will achieve the “one-time” revenue associated with development projects and, over time, the structural ongoing revenue from development in the form of property tax, sales tax, B&O, tax, et al. It is the intention of the City, based on numerous actions taken by the City Council to set the stage for capitalizing on these economic development opportunities, through appropriate rezones, changes to development regulations, and instilling a commitment to customer service and quick and accurate turnaround in the development review process.

All of this points toward a brighter financial future that is sustainable for the long term.

LIST OF CITY OFFICIALS



Elected Officials

Mayor:

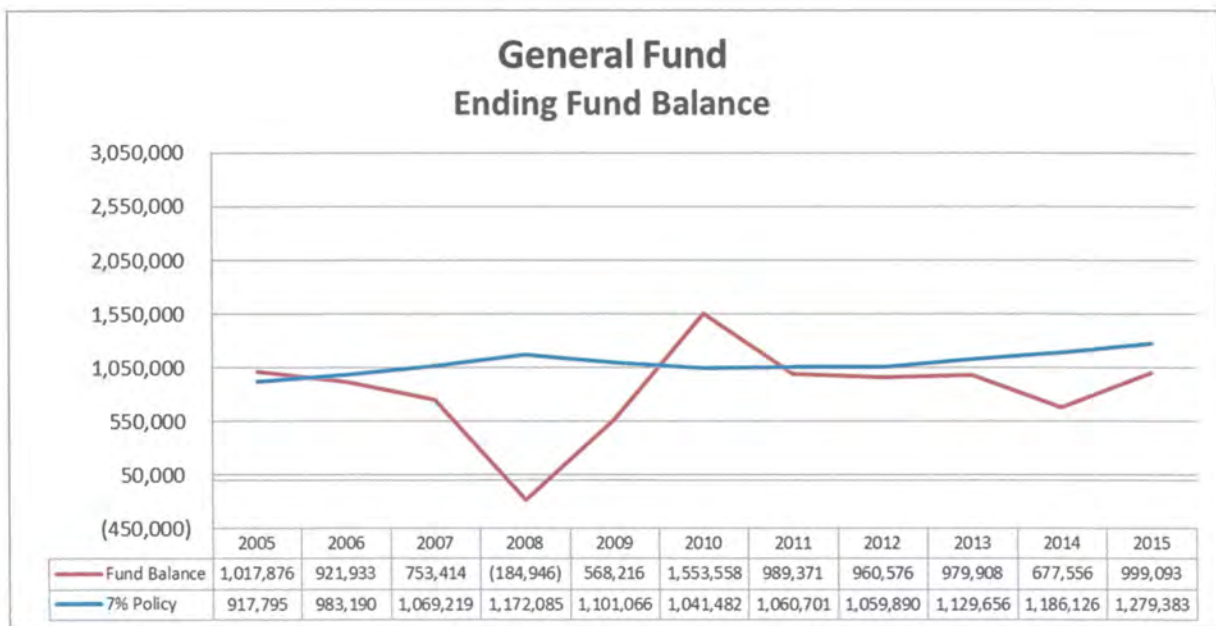
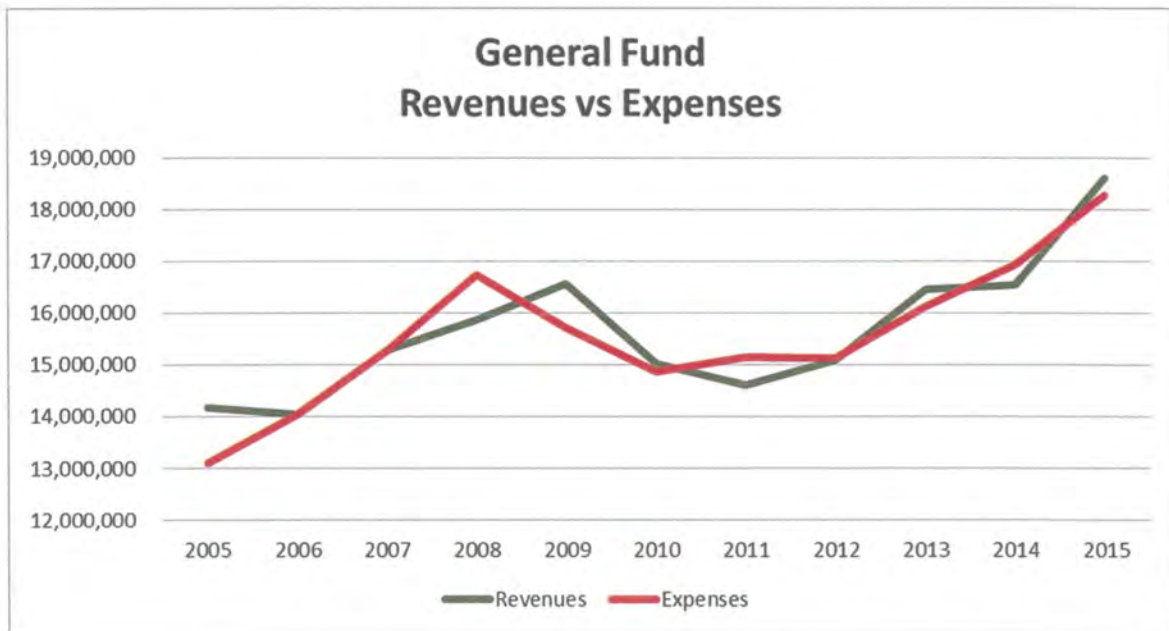
Dave Kaplan,

Council Members:

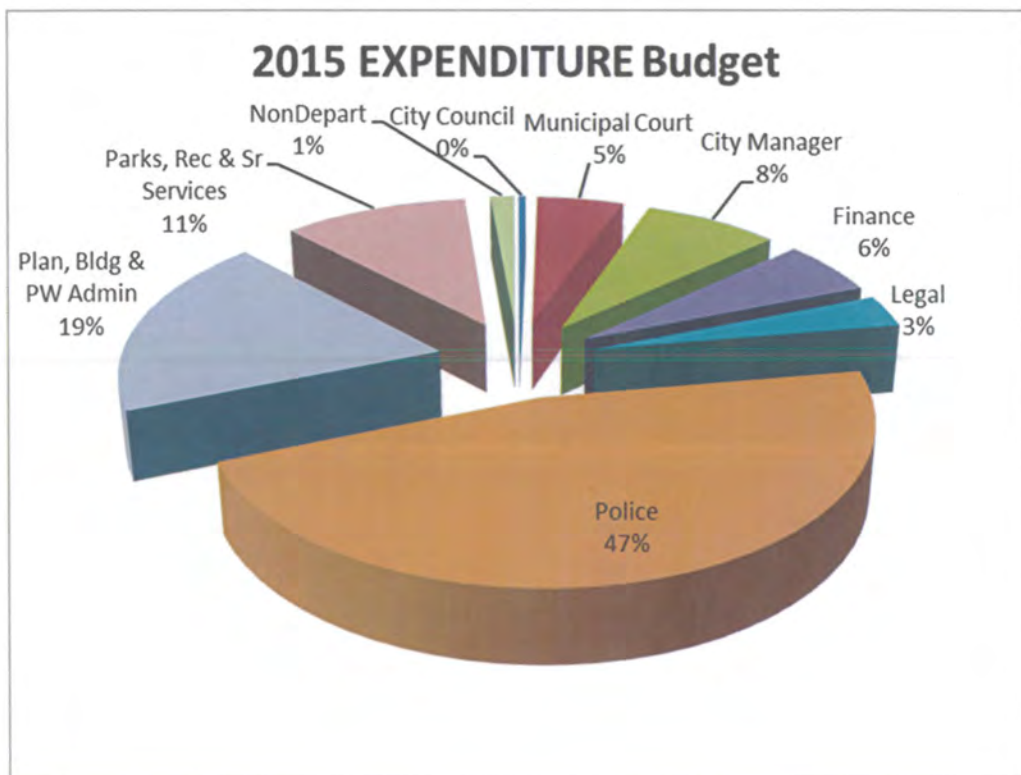
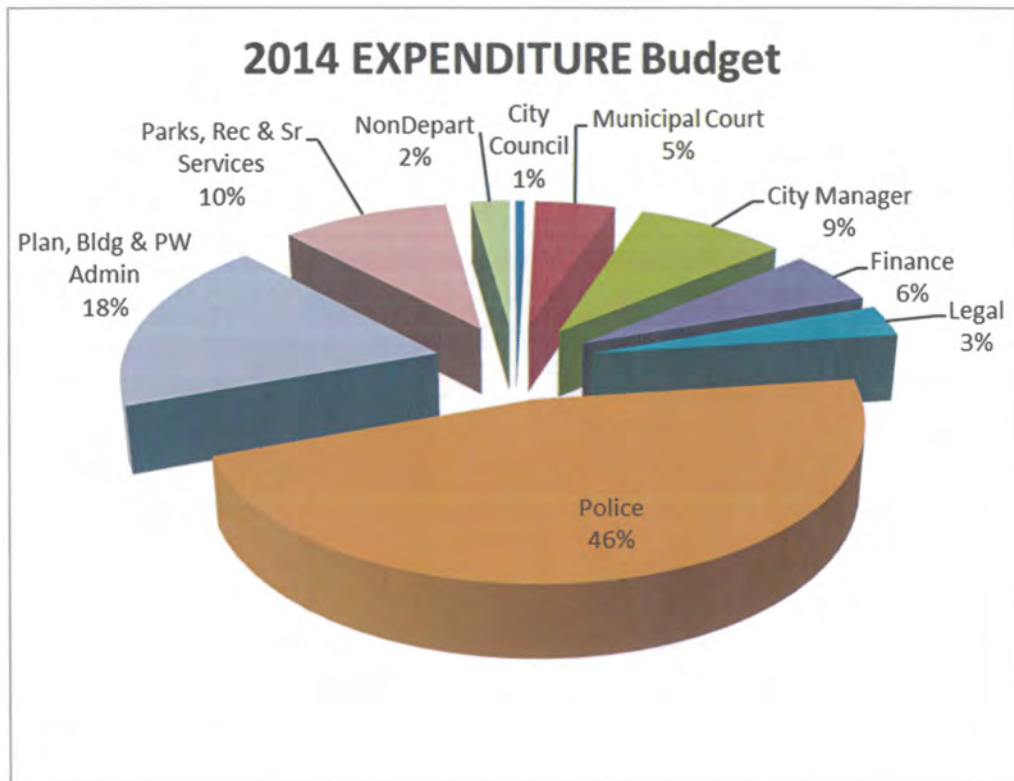
Jeremy Nutting, Vic Pennington Matt Pina, Bob Sheckler, Melissa Musser, Jeanette Burrage

Administrative Officials

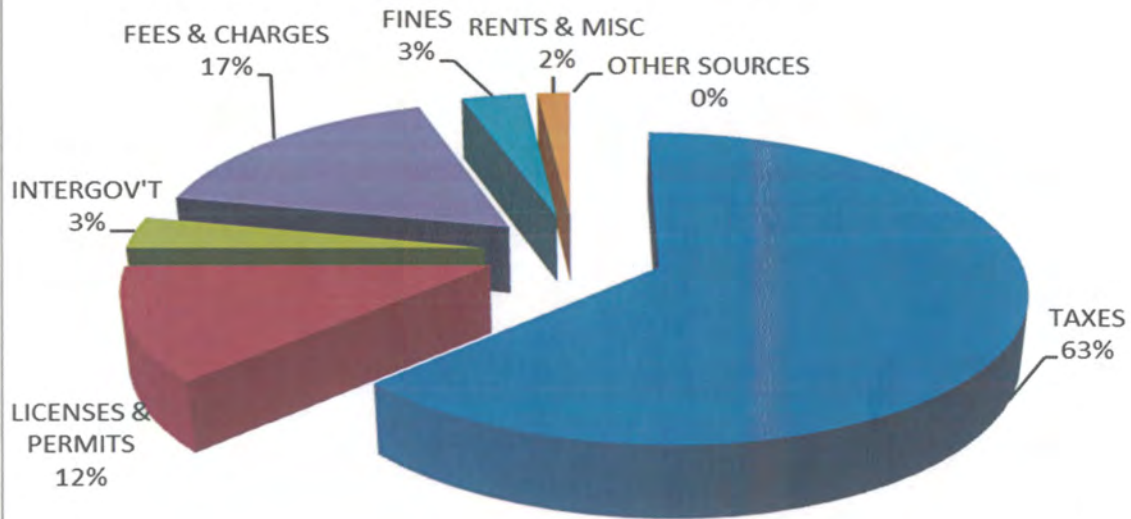
City Manager	Tony Piasecki	(206) 870-6541
Asst City Manager/Economic Develop	Michael Matthias	(206) 870-6554
City Attorney	Pat Bosmans	(206) 870-6553
Finance Director	Dunyele Mason	(206) 870-6532
Harbor Master	Joseph Dusenbury	(206) 824-5700
Municipal Court Judge	Vacant	
Parks, Rec & Sr. Services Director	Patrice Thorell	(206) 870-6529
Planning, Building, Public Works Director	Dan Brewer	(206) 870-6581



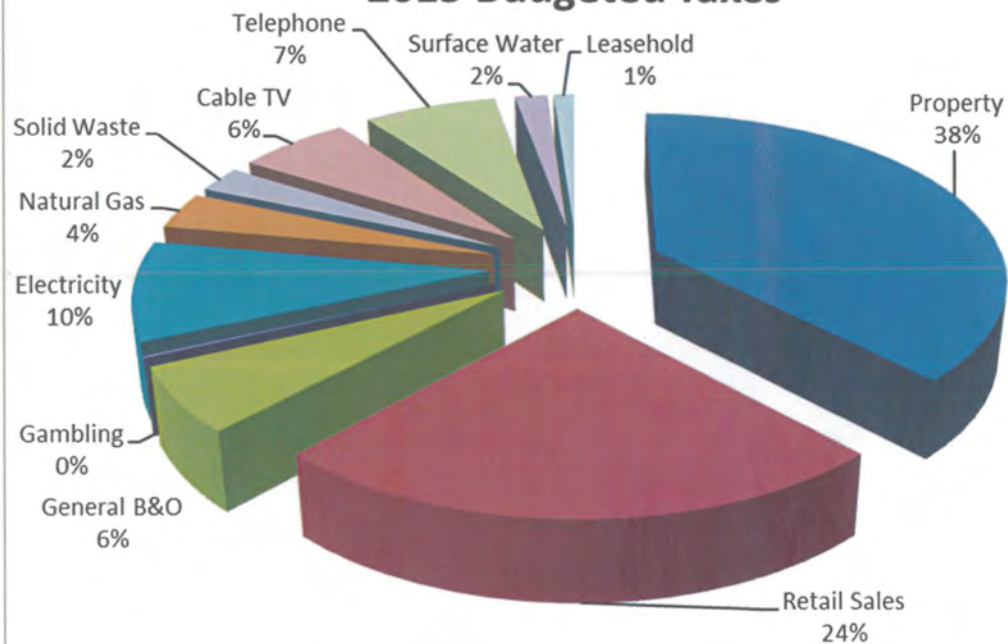
GENERAL FUND EXPENDITURE BY DEPARTMENT COMPARISON



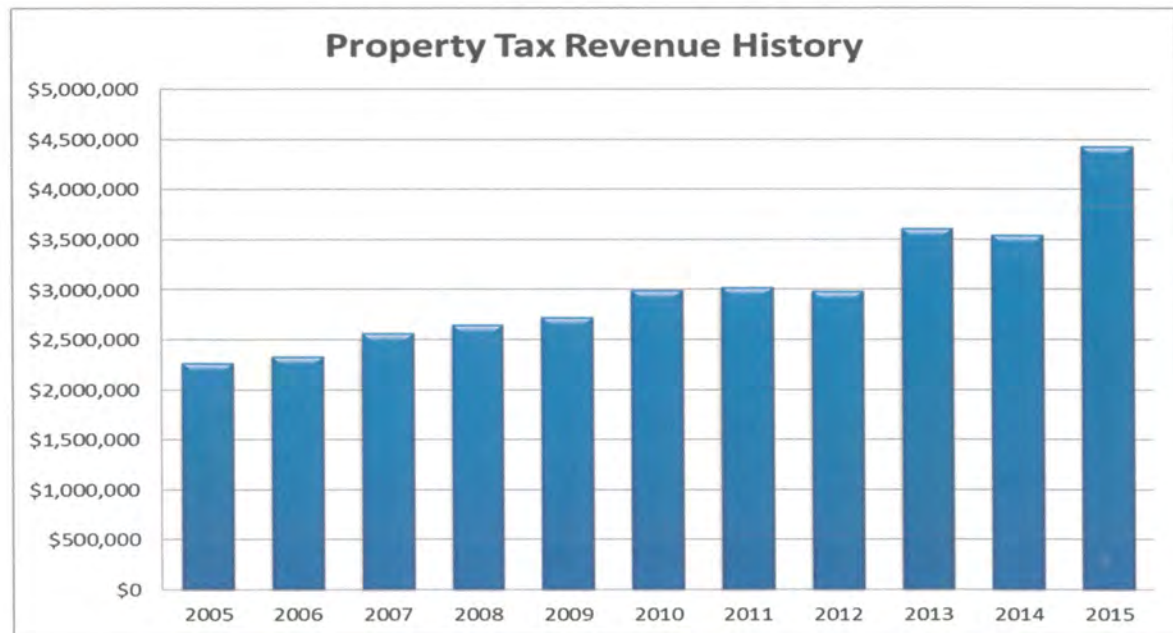
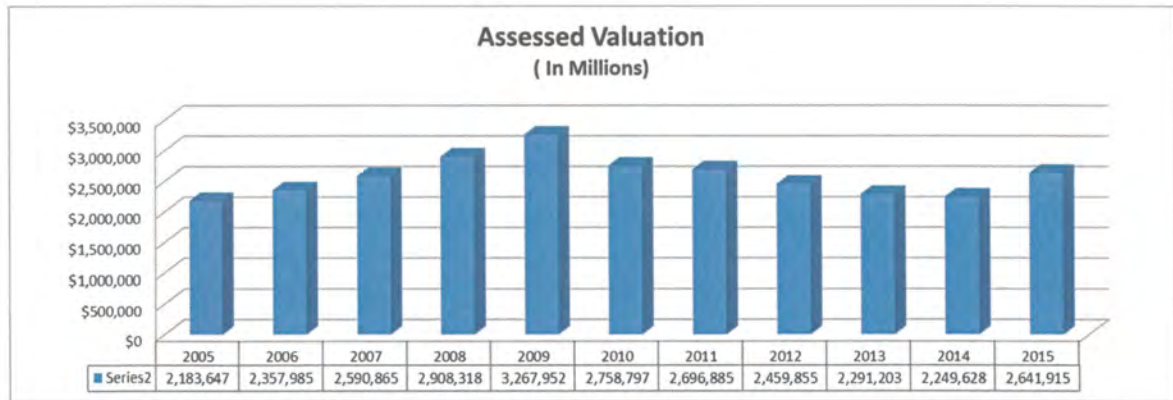
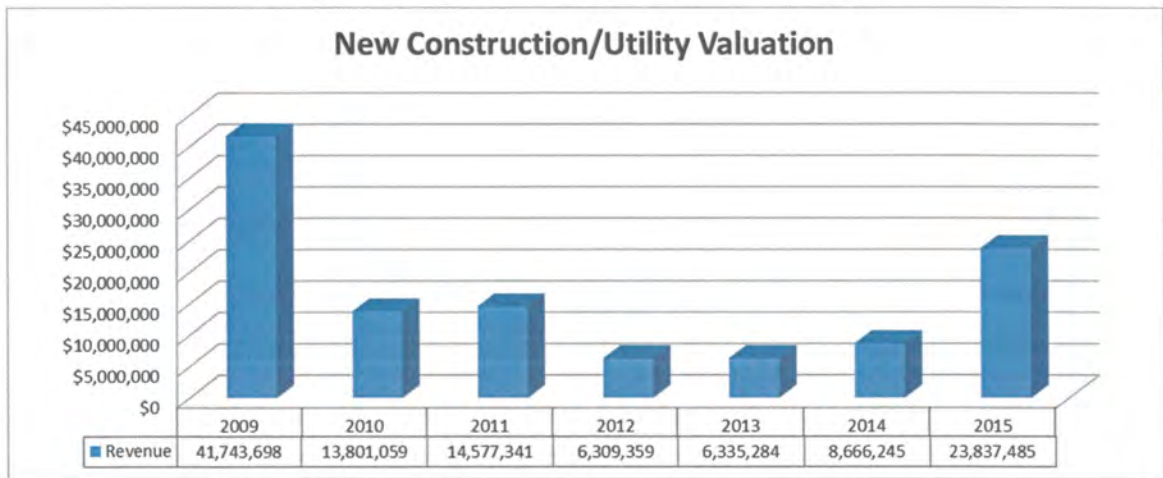
2015 REVENUE Budget



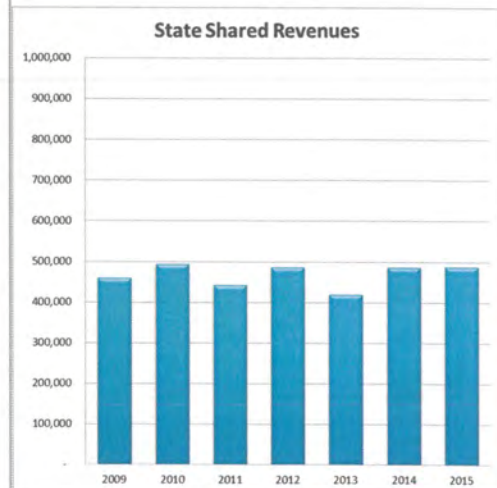
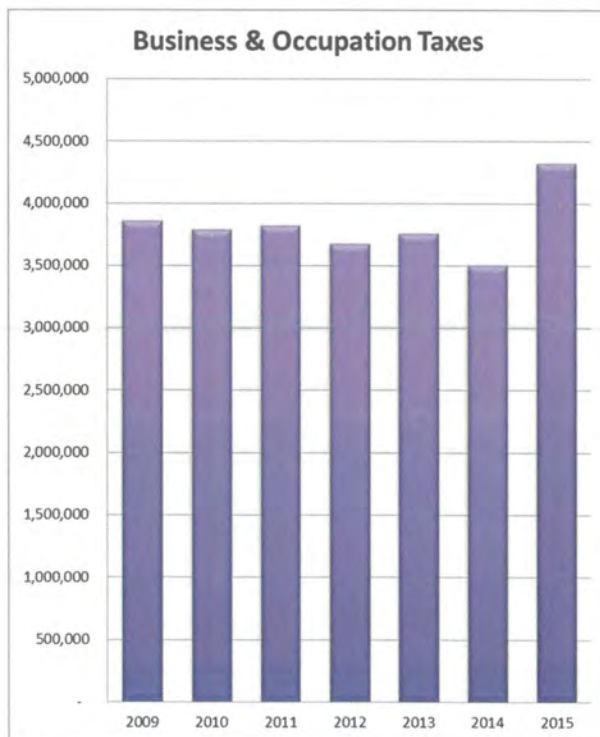
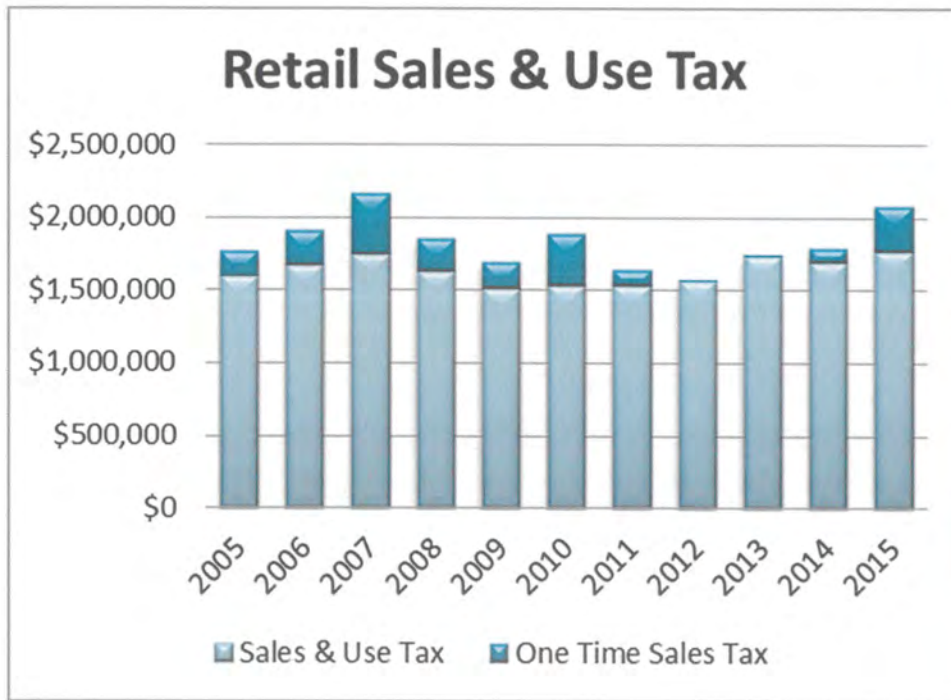
2015 Budgeted Taxes



Property Tax Revenue Related Graphs



Other Tax Trends



ORDINANCE NO. _____

APPENDIX A 2015 BUDGET

<u>FUND</u>	<u>EXPENDITURE</u>	<u>REVENUE</u>
GENERAL FUND.....	\$ 19,405,491	\$ 19,405,491
STREETS	1,251,018	1,251,018
POLICE DRUG SEIZURE	22,338	22,338
TRANSPORTATION IMPACT.....	642,623	642,623
HOTEL-MOTEL TAX	28,387	28,387
LID GUARANTEE	3,419	3,419
GENERAL OBLIGATION BONDS	422,355	422,355
MUNICIPAL CAPITAL IMPROVEMENTS.....	3,292,932	3,292,932
TRANSPORTATION CAPITAL IMPROVEMENTS.....	7,923,502	7,923,502
MARINA	6,166,889	6,166,889
SURFACE WATER MANAGEMENT	6,235,913	6,235,913
EQUIPMENT RENTAL OPERATIONS	780,781	780,781
EQUIPMENT RENTAL REPLACEMENT	2,015,871	2,015,871
FACILITY REPAIR & REPLACEMENT.....	302,073	302,073
COMPUTER EQUIP OPERATIONS.....	454,188	454,188
COMPUTER EQUIP CAPITAL.....	376,648	376,648
SELF INSURANCE.....	778,707	778,707
UNEMPLOYMENT INSURANCE.....	343,116	343,116
GRAND TOTAL ALL FUNDS	<u>\$ 50,446,251</u>	<u>\$ 50,446,251</u>

**2015 SUMMARIZED REVENUES
ALL OPERATING FUNDS**

	<u>TAXES</u>	<u>LICENSES & PERMITS</u>	<u>INTER- GOVERN. REVENUE</u>	<u>CHARGES FOR SERVICES</u>
<u>GENERAL FUND</u>				
GENERAL	\$ 11,714,541	\$ 2,228,087	\$ 631,597	\$ 3,085,169
<u>SPECIAL REVENUE FUNDS</u>				
STREETS	23,000	-	609,300	415,000
POLICE DRUG SEIZURE	-	-	-	-
TRANSPORTATION IMPACT	-	-	-	305,772
HOTEL-MOTEL TAX	20,000	-	-	-
<u>DEBT SERVICE FUNDS</u>				
LID GUARANTEE				
GENERAL OBLIGATION BONDS				
<u>CONSTRUCTION FUNDS</u>				
MUNI CAPITAL IMPROVEMENTS	705,000		1,638,811	10,000
TRANSPORTATION CAPITAL			3,946,146	59,000
<u>ENTERPRISE FUND</u>				
MARINA			34,774	1,473,060
SURFACE WATER MANAGEMENT			392,500	2,820,343
<u>INTERNAL SERVICE FUNDS</u>				
EQUIPMENT RENTAL OPERATIONS				607,774
EQUIPMENT RENTAL REPLACEMENT				300,089
FACILITY REPAIR & REPLACEMENT				75,835
COMPUTER EQUIP OPERATIONS				368,491
COMPUTER EQUIP CAPITAL				69,685
SELF INSURANCE				643,112
UNEMPLOYMENT INSURANCE				58,385
TOTAL ESTIMATED REVENUES	<u>\$ 12,462,541</u>	<u>\$ 2,228,087</u>	<u>\$ 7,253,128</u>	<u>\$ 10,291,715</u>

FINES AND FORFEITS	MISC. REVENUE	OTHER FINANCING SOURCES	INTERAGENCY & INTERFUND TRANSFERS	BEGINNING FUND BALANCE	TOTAL AVAILABLE RESOURCES
\$ 617,750	\$ 316,300	\$ 5,000	\$ -	\$ 807,047	\$ 19,405,491
	1,550	5,000	-	197,168	1,251,018
	15,004			7,334	22,338
	1,000			335,851	642,623
	8			8,379	28,387
					-
	3,419			-	3,419
	25		400,827	21,503	422,355
	193,742	129,975	-	615,404	3,292,932
	9,800	-	1,575,908	2,332,648	7,923,502
18,000	2,571,810	320,000	513,436	1,235,809	6,166,889
	104,200	-	758,450	2,160,420	6,235,913
					-
	258			172,749	780,781
	3,300	42,880	60,000	1,609,602	2,015,871
	66	79,182		146,990	302,073
	95		19,900	65,702	454,188
	575		23,500	282,888	376,648
	158			135,437	778,707
	275			284,456	343,116
<u>\$ 635,750</u>	<u>\$ 3,221,585</u>	<u>\$ 582,037</u>	<u>\$ 3,352,021</u>	<u>\$ 10,419,387</u>	<u>\$ 50,446,251</u>

**2015 SUMMARIZED EXPENDITURES
ALL OPERATING FUNDS**

	<u>SALARIES & WAGES</u>	<u>PERSONNEL BENEFITS</u>	<u>SUPPLIES</u>
<u>GENERAL FUND:</u>			
GENERAL	9,238,977	3,508,251	458,599
<u>SPECIAL REVENUE FUNDS:</u>			
STREETS	328,949	136,979	108,380
POLICE DRUG SEIZURE	-	-	3,500
TRANSPORTATION IMPACT	-	-	-
HOTEL-MOTEL TAX	-	-	-
<u>DEBT SERVICE FUNDS:</u>			
LID GUARANTEE	-	-	-
GENERAL OBLIGATION BONDS	-	-	-
<u>CONSTRUCTION FUNDS:</u>			
MUNI CAPITAL IMPROVEMENTS	-	-	-
TRANSPORTATION CAPITAL	-	-	-
<u>ENTERPRISE FUNDS:</u>			
MARINA	678,384	290,998	1,441,908
SURFACE WATER MANAGEMENT	784,530	369,261	92,645
<u>INTERNAL SERVICE FUNDS:</u>			
EQUIPMENT RENTAL OPERATIONS	105,352	43,590	292,906
EQUIPMENT RENTAL REPLACE	-	-	-
FACILITY REPAIR & REPLACE	-	-	-
COMPUTER EQUIP OPERATIONS	177,576	68,831	10,175
COMPUTER EQUIP CAPITAL	-	-	48,000
SELF INSURANCE	-	-	-
UNEMPLOYMENT INSURANCE	-	-	-
TOTAL ALL FUNDS	<u>\$ 11,313,768</u>	<u>\$ 4,417,910</u>	<u>\$ 2,456,113</u>

OTHER SERVICES & CHARGES	INTERFUND TRANSFERS	CAPITAL OUTLAY	DEBT SERVICE	ENDING FUND BALANCE	TOTAL
4,860,959	204,121	6,000	-	1,128,584	19,405,491
595,968	1,002	-	-	79,740	1,251,018
11,500	-	-	-	7,338	22,338
-	305,772	-	-	336,851	642,623
20,000	-	-	-	8,387	28,387
-	3,419	-	-	-	3,419
-	-	-	400,827	21,528	422,355
-	419,535	2,311,972	-	561,425	3,292,932
-	252,881	6,738,616	-	932,005	7,923,502
918,876	513,436	454,774	823,588	1,044,925	6,166,889
1,171,273	759,502	1,615,980	1,020	1,441,702	6,235,913
76,161	-	99,463	277	163,032	780,781
-	-	673,700	-	1,342,171	2,015,871
238,475	-	-	-	63,598	302,073
169,306	-	-	277	28,023	454,188
-	8,400	216,728	3,624	99,896	376,648
662,842	-	-	-	115,865	778,707
50,000	-	-	-	293,116	343,116
<u>\$ 8,775,360</u>	<u>\$ 2,468,068</u>	<u>\$ 12,117,233</u>	<u>\$ 1,229,613</u>	<u>\$ 7,668,186</u>	<u>\$ 50,446,251</u>

REVENUE SUMMARY GENERAL FUND

SOURCE OF REVENUE	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 BUDGET	2015 BUDGET
TAXES:					
GENERAL PROPERTY	\$ 3,027,483	\$ 2,984,754	\$ 3,612,380	3,541,584	4,435,938
RETAIL SALES TAX	2,238,933	2,182,754	2,406,024	3,042,035	2,823,840
B&OTAXES					
General B&O	574,153	534,260	596,834	734,075	723,140
Gambling	31,197	19,714	26,270	25,000	25,000
Electricity	1,124,921	1,090,383	1,108,521	1,105,900	1,110,300
Natural Gas	456,742	411,812	400,871	390,800	412,200
Solid Waste	206,567	207,339	209,634	208,300	289,867
Cable TV	463,827	474,341	501,993	519,200	716,133
Telephone	834,221	796,932	768,929	715,600	847,200
Surface Water	129,294	137,803	141,655	144,700	203,373
EXCISE TAXES					
Leasehold	106,151	105,670	113,359	116,416	127,550
Total taxes	9,193,489	8,945,762	9,886,470	10,543,610	11,714,541
LICENSES AND PERMITS:					
BUSINESS LICENSES	159,656	163,210	170,425	160,300	170,500
FRANCHISE FEES	723,245	903,379	915,733	929,700	975,700
BUILDING PERMITS	270,927	571,042	823,659	1,535,043	1,048,787
ANIMAL LICENSES	35,023	35,254	33,121	35,300	33,100
OTHER					
Total Licenses & Permits	1,188,851	1,672,885	1,942,938	2,660,343	2,228,087
INTERGOVERNMENTAL:					
GRANTS	801,151	463,300	149,655	140,265	120,667
STATE SHARED REVENUES					
City Assistance	52,630	66,002	93,177	80,500	102,860
Judicial Salary Assistance	22,468	22,632	22,796	22,500	23,600
Criminal Justice (Pop)	6,565	6,689	7,143	7,730	7,500
Criminal Justice (Programs)	24,784	25,148	26,587	25,865	26,730
DUI-Cities	6,243	5,548	5,396	5,500	5,500
Liquor Excise Tax	145,103	109,317	19,896	35,400	81,380
Liquor Board Profits	206,825	296,060	266,973	264,300	263,360
Total Intergovernmental	\$ 1,265,769	\$ 994,696	\$ 591,623	\$ 582,060	\$ 631,597

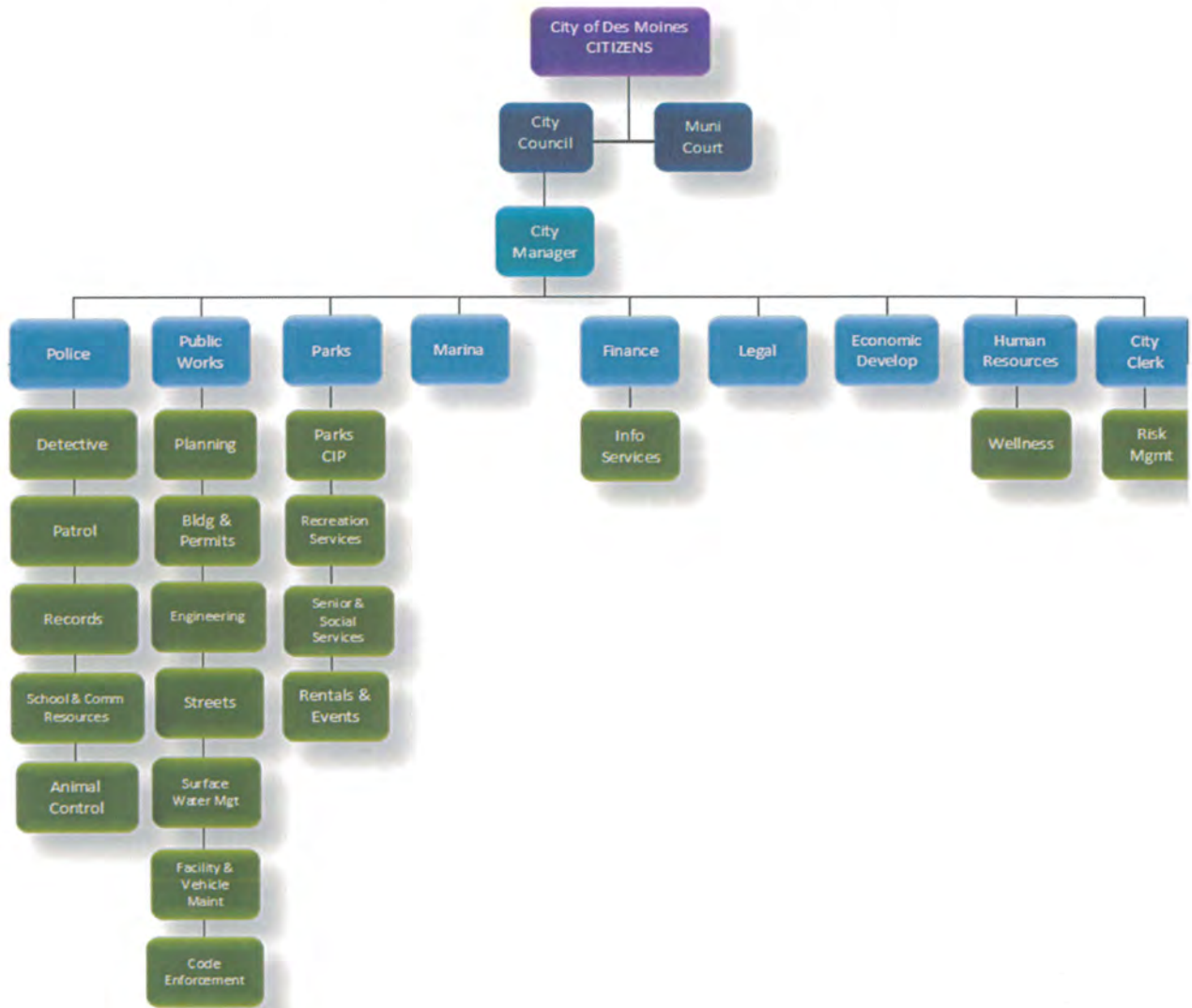
**REVENUE SUMMARY
GENERAL FUND**

SOURCE OF REVENUE	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 BUDGET	2015 BUDGET
CHARGES FOR SERVICE:					
GENERAL GOVERNMENT	\$ 1,314,690	\$ 1,300,334	\$ 1,454,037	1,636,358	1,280,818
PUBLIC SAFETY	276,565	255,620	268,244	252,850	280,150
TRANSPORTATION			-		
NATURAL & ECONOMIC	223,774	362,399	550,486	1,005,793	677,510
SOCIAL SERVICES	23,490	23,490	23,042	25,000	28,211
CULTURE AND RECREATION	685,753	699,737	731,189	844,370	818,480
	<u>2,524,272</u>	<u>2,641,580</u>	<u>3,026,998</u>	<u>3,764,371</u>	<u>3,085,169</u>
FINES & FORFEITURES					
COURT & TRAFFIC	198,645	589,412	725,366	735,000	615,750
NON-TRAFFIC	23,479	22,730	21,442		
NON-COURT	-	-	3,474	-	2,000
	<u>222,124</u>	<u>612,142</u>	<u>750,282</u>	<u>735,000</u>	<u>617,750</u>
MISCELLANEOUS REVENUE:					
INTEREST EARNINGS	29,386	24,825	27,720	22,000	30,000
RENTS	99,985	116,827	195,095	202,788	259,900
CONTRIBUTIONS	60,805	75,016	19,199	7,050	6,400
OTHER MISCELLANEOUS	26,367	11,408	(59,090)	20,800	20,000
	<u>216,543</u>	<u>228,076</u>	<u>182,924</u>	<u>252,638</u>	<u>316,300</u>
TOTAL GENERAL FUND REVENUE	<u>14,611,048</u>	<u>15,095,141</u>	<u>16,381,235</u>	<u>18,538,022</u>	<u>18,593,444</u>
OTHER FINANCING SOURCES:					
DEBT PROCEEDS	68,685	-	-		
OTHER SOURCES	575	10,437	-	5,000	5,000
TRANSFERS	213,733	258,764	14,361		
	<u>282,993</u>	<u>269,201</u>	<u>14,361</u>	<u>5,000</u>	<u>5,000</u>
TOTAL GENERAL FUND REVENUE & FINANCING SOURCES	<u>14,894,041</u>	<u>15,364,342</u>	<u>16,395,596</u>	<u>18,543,022</u>	<u>18,598,444</u>
BEGINNING FUND BALANCE	2,137,234	1,332,511	974,937	1,456,139	807,047
TOTAL FUND RESOURCES	<u>\$ 17,031,275</u>	<u>\$ 16,696,853</u>	<u>\$ 17,370,533</u>	<u>\$ 19,999,161</u>	<u>\$ 19,405,491</u>

**EXPENDITURE SUMMARY
ALL FUNDS**

	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 BUDGET	2015 BUDGET
GENERAL FUND	\$ 16,970,788	\$ 16,643,735	\$ 16,390,626	\$ 18,058,629	\$ 18,276,907
STREETS	1,096,711	970,515	1,086,911	1,203,515	1,171,278
POLICE DRUG SEIZURE	3,733	6,283	2,390	15,000	15,000
TRANSPORTATION IMPACT	361,220	540,721	624,102	292,641	305,772
HOTEL-MOTEL TAX	16,473	15,134	19,822	17,813	20,000
LID GUARANTEE	15,770	6,203	6,077	3,569	3,419
GENERAL OBLIGATION BONDS	639,601	448,770	402,372	401,051	400,827
MUNI CAPITAL IMPROVEMENTS	2,342,215	659,490	678,373	1,947,684	2,731,507
TRANSPORTATION CAPITAL	4,719,933	3,354,354	7,927,179	13,512,358	6,991,497
MARINA	5,101,809	7,607,680	5,101,627	5,684,661	5,121,964
SURFACE WATER MANAGEMENT	3,347,001	3,655,274	3,002,921	4,036,551	4,794,211
EQUIPMENT RENTAL OPERATION	511,058	587,864	511,148	505,970	617,749
EQUIPMENT RENTAL REPLACE	201,990	184,898	18,208	394,212	673,700
FACILITY REPAIR & REPLACE	231,872	108,035	44,343	52,500	238,475
COMPUTER EQUIP OPERATIONS	475,528	482,623	473,977	417,772	426,165
COMPUTER EQUIP CAPITAL	127,577	93,241	148,179	200,888	276,752
SELF INSURANCE	624,468	672,908	550,862	590,978	662,842
UNEMPLOYMENT INSURANCE	60,872	37,601	10,431	70,000	50,000
TOTAL ALL FUNDS	\$ 36,848,619	\$ 36,075,329	\$ 36,999,548	\$ 47,405,792	\$ 42,778,065

CITY OF DES MOINES ORGANIZATION CHART



**GENERAL FUND EXPENDITURE SUMMARY
BY DEPARTMENT**

DEPARTMENT	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 BUDGET	2015 BUDGET
City Council	79,397	76,346	70,018	92,216	77,801
Municipal Court	814,767	833,992	857,918	853,877	925,331
City Manager	1,750,687	1,698,377	1,577,131	1,597,573	1,439,328
Finance	886,622	894,721	991,127	1,016,642	1,045,343
Legal	470,390	542,071	552,896	593,437	607,147
Police	7,518,430	7,271,541	7,549,835	8,388,725	8,495,268
Plan, Bldg & PW Admin	3,282,780	3,123,399	2,854,006	3,322,571	3,452,331
Parks, Rec & Sr Services	1,524,206	1,526,978	1,707,296	1,788,602	1,977,917
NonDepartmental	643,509	676,310	230,399	404,986	256,441
Total Operations	16,970,788	16,643,735	16,390,626	18,058,629	18,276,907
Ending Fund Balance	2,137,234	1,332,510	974,936	1,940,532	1,128,584
Total Expenditures	19,108,022	17,976,245	17,365,562	19,999,161	19,405,491

**GENERAL FUND EXPENDITURE SUMMARY
BY CATEGORY**

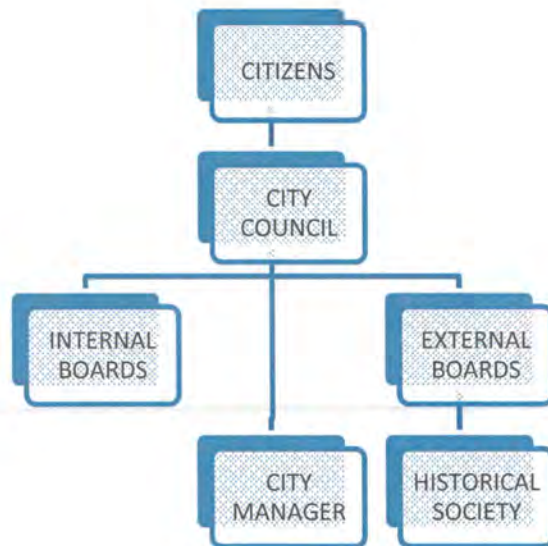
CATEGORY	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 BUDGET	2015 BUDGET
Salaries & Wages	8,554,517	8,432,879	8,179,184	8,831,089	9,238,977
Personnel Benefits	2,970,630	2,924,874	3,032,764	3,476,027	3,508,251
Supplies	448,838	434,646	415,880	444,787	458,599
Other Services & Charges	4,292,278	4,219,417	4,510,107	4,947,440	4,860,959
Capital Outlay	109,788	9,264	73,609	7,500	6,000
Transfers & Pass Through	594,736	622,657	179,081	351,786	204,121
Debt Service	-	-	-	-	-
Total Operations	16,970,787	16,643,737	16,390,625	18,058,629	18,276,907
Ending Fund Balance	2,137,234	1,332,510	974,936	1,940,532	1,128,584
Total Expenditures	19,108,021	17,976,247	17,365,561	19,999,161	19,405,491

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INDIVIDUAL
GENERAL
FUND
DEPARTMENTS

CITY COUNCIL

The City has a Council-Manager form of government. The City Council consists of seven members elected for four-year, overlapping terms. The Mayor, elected by the City Council, has equal voting rights with other council members and possesses no veto power. The City Council appoints the City Manager to act as the chief executive officer of the city.



The City Council is responsible for:

Developing municipal policy and providing direction to the City Manager.

Overseeing municipal finances, approving contracts, acquisition and/or conveyance of land and other property, adoption and amendment of the city's Comprehensive Land Use Plan and exercising municipal legislative authority to continue provision of cost-effective municipal services.

Providing leadership in the on-going efforts to diversify and expand Des Moines' economy.

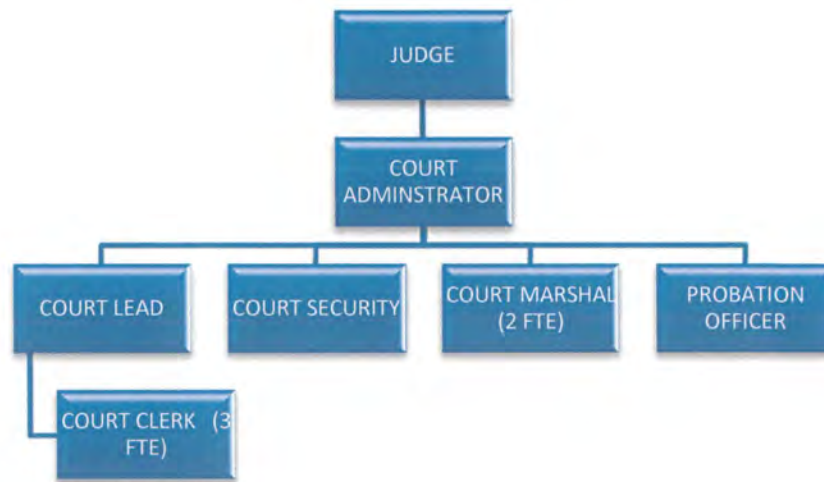
CITY COUNCIL EXPENDITURES

CATEGORY	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 BUDGET	2015 BUDGET
Salaries & Wages	62,200	60,950	55,300	74,000	58,700
Personnel Benefits	4,917	5,425	4,963	6,735	5,634
Supplies	949	1,380	905	1,500	1,600
Other Services & Charges	11,331	8,592	8,850	9,981	11,867
Total Expenditures	<u>79,397</u>	<u>76,347</u>	<u>70,018</u>	<u>92,216</u>	<u>77,801</u>

PERSONNEL SUMMARY					
NUMBER OF EMPLOYEES					
POSITION	2011	2012	2013	2014	2015
Mayor	1.00	1.00	1.00	1.00	1.00
Council Member	6.00	6.00	6.00	6.00	6.00
Total	7.00	7.00	7.00	7.00	7.00

* Certain council members are voluntarily forgoing a portion of their salaries to save citizens money as follows:

MUNICIPAL COURT



Des Moines Municipal is a court of limited jurisdiction created by statute. It has jurisdiction to hear:

- Certain criminal misdemeanors
- Traffic infractions
- Non-traffic infractions
- Parking tickets

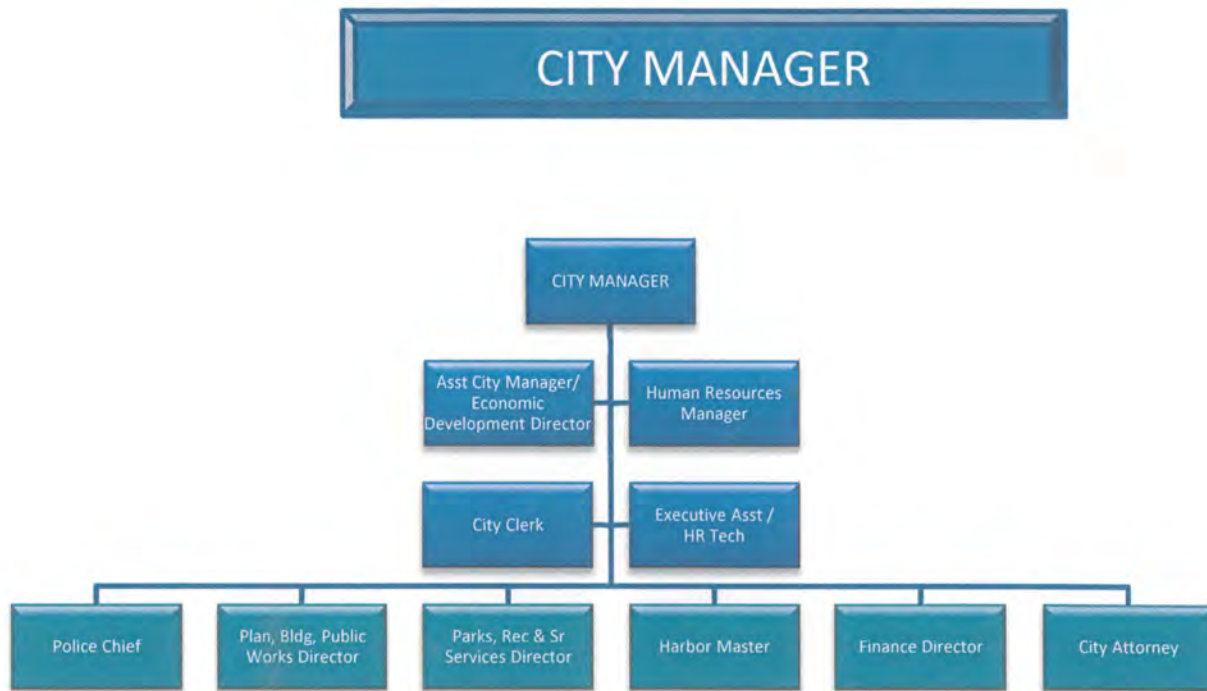
The court contains the following programs:

- General municipal court
- Probation services

MUNICIPAL COURT EXPENDITURES

CATEGORY	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 BUDGET	2015 BUDGET
Salaries & Wages	504,456	500,984	532,212	532,906	581,951
Personnel Benefits	155,116	169,604	184,575	200,412	220,872
Supplies	21,654	17,330	18,619	16,265	13,360
Other Services & Charges	112,919	146,073	107,911	104,294	109,148
Capital Outlay	20,623	-	14,600		
Total Expenditures	814,768	833,991	857,917	853,877	925,331

PERSONNEL SUMMARY					
NUMBER OF EMPLOYEES					
POSITION	2011	2012	2013	2014	2015
Judge	1.00	1.00	1.00	1.00	1.00
Court Administrator	1.00	1.00	1.00	1.00	1.00
Court Lead	1.00	1.00	1.00	1.00	1.00
Court Clerks	3.00	3.00	3.00	3.00	3.00
Court Marshal			0.54	0.60	0.50
Court Security	0.60	0.60	0.60	0.58	0.70
Court Transport Officer		0.60			
Court Gate Guard	0.42				
File Clerk	0.20	0.20	0.20	0.40	
Probation Officer					0.60
Total	7.22	7.40	7.34	7.58	7.80



The City Manager is the chief administrative and executive officer and is responsible for:

- Implementing City Council policies and overseeing municipal operations.
- Representing the City on intergovernmental issues and pursuing economic development.
- Pursuing economic development opportunities.
- Coordinating all city services through the respective department Directors.

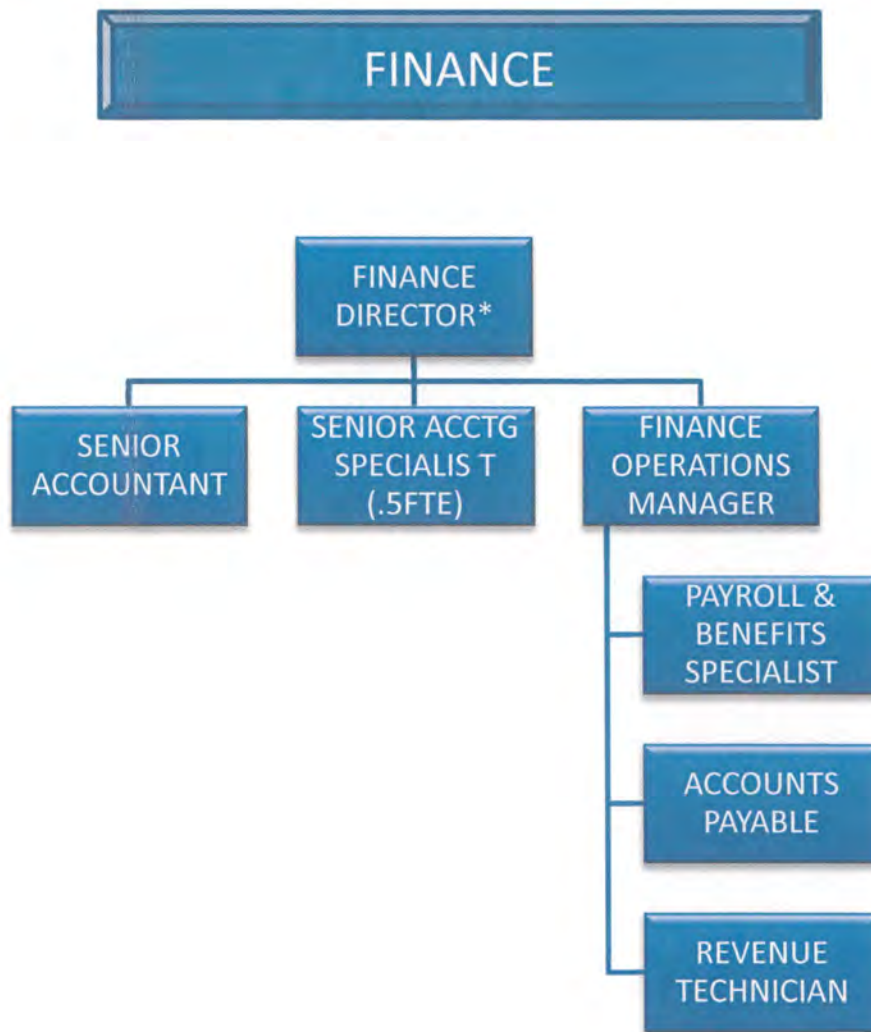
The City Manager's office administers the following programs:

- Executive office
- Hearing examiner
- Economic development
- Public defender
- Public records
- Human resources
- Employee wellness
- Printing and duplicating
- Community information services
- Jail services

CITY MANAGER EXPENDITURES

CATEGORY	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 BUDGET	2015 BUDGET
Salaries & Wages	507,675	539,232	500,602	523,423	533,379
Personnel Benefits	144,648	174,946	176,521	198,206	182,813
Supplies	12,605	6,773	3,453	8,900	8,975
Other Services & Charges	1,017,074	968,162	896,555	867,044	714,161
Capital Outlay	68,685	9,264	-		
Total Expenditures	<u>1,750,687</u>	<u>1,698,377</u>	<u>1,577,131</u>	<u>1,597,573</u>	<u>1,439,328</u>

PERSONNEL SUMMARY					
NUMBER OF EMPLOYEES					
POSITION	2011	2012	2013	2014	2015
City Manager	1.00	1.00	1.00	1.00	1.00
ACM/Economic Develop Director				1.00	1.00
ACM/Human Resource Mgr	1.00	1.00	1.00		
Economic Develop Manager	1.00	1.00	1.00		
Human Resources Manager				1.00	1.00
City Clerk	1.00	1.00	1.00	1.00	1.00
Executive Asst/HR Technician	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	1.00	1.00			
Total	6.00	6.00	5.00	5.00	5.00



The Finance Department is responsible for:

Accounting, budgeting and reporting services.

Forecasting and data analysis.

Cash deposits, payments, billings, investment, capital assets and system reconciliations.

Debt issuance, payments and reporting.

City-wide internal controls design, implementation and monitoring.

Contracted services for audits, election activities, King County Detox program, fire and pollution control.

**The Finance Director is also responsible for administration of the city's information systems; the costs for which are reported in the internal services funds rather than in the General Fund.*

FINANCE DEPARTMENT EXPENDITURES

CATEGORY	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 BUDGET	2015 BUDGET
Salaries & Wages	473,310	482,265	503,566	500,444	521,884
Personnel Benefits	157,674	159,769	173,976	197,507	205,381
Supplies	5,522	3,816	5,598	4,000	4,800
Other Services & Charges	250,115	248,871	307,987	314,691	313,278
Total Expenditures	<u>886,621</u>	<u>894,721</u>	<u>991,127</u>	<u>1,016,642</u>	<u>1,045,343</u>

PERSONNEL SUMMARY					
NUMBER OF EMPLOYEES					
POSITION	2011	2012	2013	2014	2015
Finance Director	1.00	1.00	1.00	1.00	1.00
Finance Operations Manager	1.00	1.00	1.00	1.00	1.00
Accounting Operations Manager			1.00	1.00	
Accountant II - General Ledger	1.00	1.00			
Senior Accountant					1.00
Senior Accounting Specialist	0.80	0.80	0.80	0.50	0.50
Accounting Technician*					1.00
Payroll & Benefits Specialist	1.00	1.00	1.00	1.00	1.00
Accts Payable Acctg Assistant	1.00	1.00	1.00	1.00	1.00
Business License Specialist			1.00		
Total	5.80	5.80	6.80	5.50	6.50

*Underfilled with .5 FTE Accounting intern



The Legal Department provides the following services:

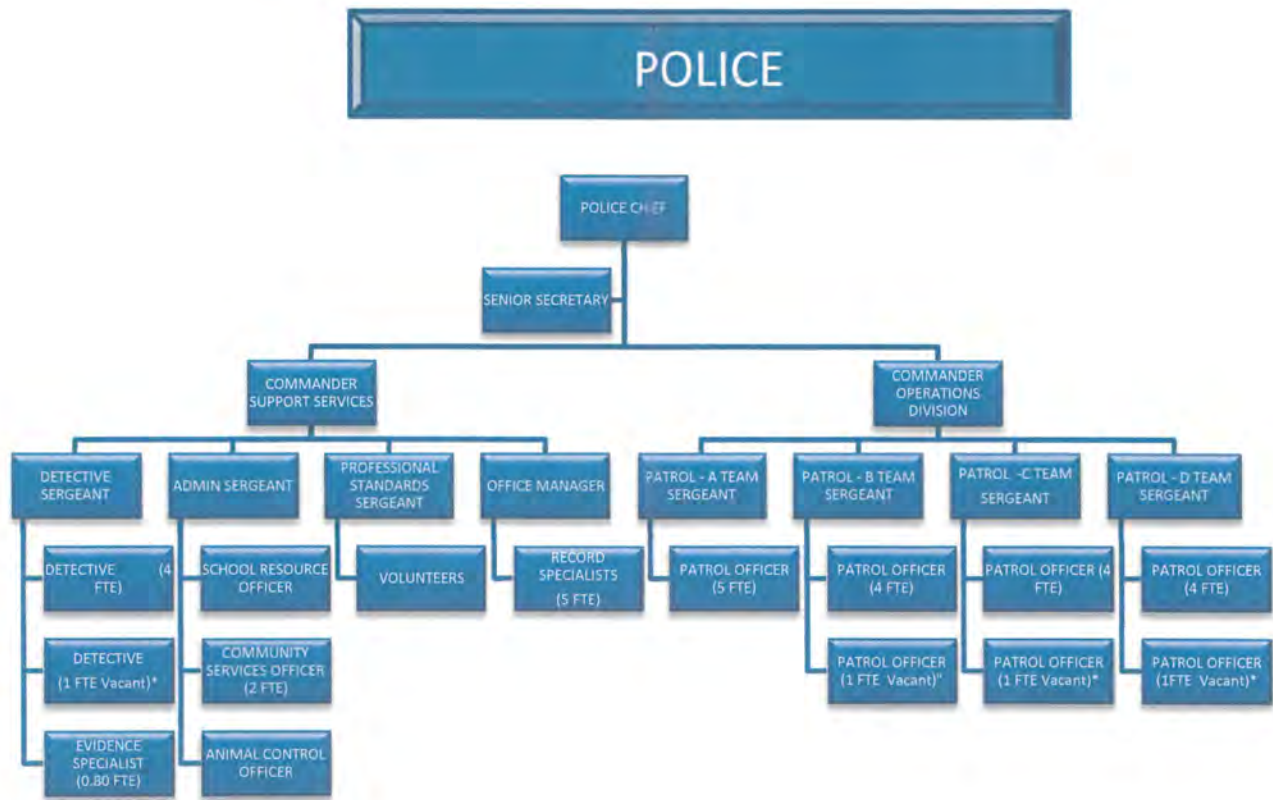
The City Attorney is the City's chief legal advisor and is responsible for counseling all city departments and the City Council and supervises all legal work assigned to outside counsel.

The City Attorney attends all council meetings and executive sessions. The Legal Department provides support in all matters before hearing examiners, judges, civil litigation, and provides general legal advice to all departments. The department writes formal legal opinions, ordinance and resolutions as well as reviews written agreements and real property instruments. It provides prosecution for all phases of criminal and civil actions.

LEGAL DEPARTMENT EXPENDITURES

CATEGORY	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 BUDGET	2015 BUDGET
Salaries & Wages	299,010	364,294	377,582	396,078	410,642
Personnel Benefits	93,321	114,267	122,263	138,107	132,451
Supplies	8,542	8,411	6,361	8,300	8,715
Other Services & Charges	69,517	55,099	46,690	50,952	55,339
Total Expenditures	<u>470,390</u>	<u>542,071</u>	<u>552,896</u>	<u>593,437</u>	<u>607,147</u>

PERSONNEL SUMMARY					
NUMBER OF EMPLOYEES					
POSITION	2011	2012	2013	2014	2015
City Attorney	1.00	1.00	1.00	1.00	1.00
Assistant City Attorney	1.00	1.00	1.00	1.00	1.00
Prosecutor	1.00	0.80	1.00	1.00	1.00
Domestic Violence Paralegal		-	-	-	0.15
Paralegal	1.20	1.20	1.30	1.50	1.42
Total	4.20	4.00	4.30	4.50	4.57



The Police Department is composed of the following Divisions:

Administrative. This division directs all municipal police personnel activities, ensuring efficient operation of the police department. It supervises all police functions including law and ordinance enforcement, maintenance of order, traffic control, investigation, training and discipline of personnel. It formulates work methods, procedures, policies and regulations, prepares annual budgets and attends civic meetings.

Detective. This division investigates crime occurring within the city of Des Moines. It is responsible for identification and apprehension of offenders and the recovery of stolen property. Detectives also investigate narcotics and vice crime and will seize and attain forfeiture of properties as allowed by law.

Patrol. This division promotes the safety and security primarily through the deterrence and apprehension of offenders. It handles citizen calls for service, manages on-scene situations, enforces traffic laws, performs security checks of commercial and residential properties and other services.

Crime Prevention. This division manages community related activities such as the safe-walk-to-school program, neighborhood watch associations, etc. It is also responsible for development of crime bulletins.

Animal Control. This unit patrols for animals at large, investigates animal related complaints, prepares cases for court and ensures that animal owners comply with municipal ordinances.

Automated Speed Enforcement. This program promotes safety incentive by providing camera tickets to those motorists speeding in two school zones.

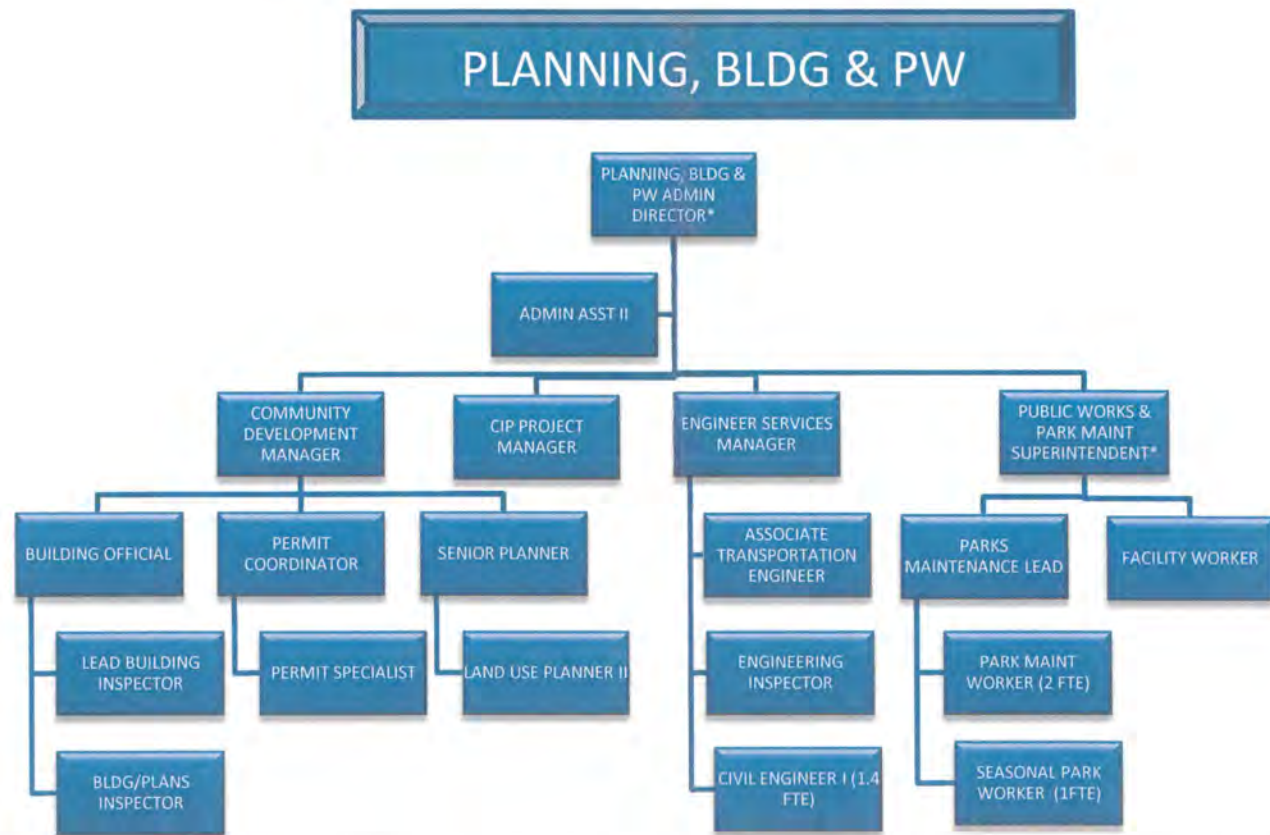
Also there are also divisions for Training, Civil Service, Facility Maintenance and the Property Evidence Room.

POLICE DEPARTMENT EXPENDITURES

CATEGORY	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 BUDGET	2015 BUDGET
Salaries & Wages	4,157,720	4,038,155	3,984,684	4,343,836	4,503,418
Personnel Benefits	1,583,518	1,485,349	1,573,995	1,775,679	1,775,058
Supplies	222,275	218,100	209,291	224,086	228,032
Other Services & Charges	1,534,436	1,529,938	1,733,429	2,045,124	1,988,760
Capital Outlay	20,480		48,435		
Total Expenditures	<u>7,518,429</u>	<u>7,271,542</u>	<u>7,549,834</u>	<u>8,388,725</u>	<u>8,495,268</u>

PERSONNEL SUMMARY					
NUMBER OF EMPLOYEES					
POSITION	2011	2012	2013	2014	2015
Police Chief	1.00	1.00	1.00	1.00	1.00
Commander	2.00	2.00	2.00	2.00	2.00
Detective Sergeant	1.00	1.00	1.00	1.00	1.00
Professional Standards Sergeant	1.00	1.00	1.00	1.00	1.00
Administrative Sergeant*	1.00	1.00	1.00	1.00	1.00
Patrol Sergeant	5.00	4.00	4.00	4.00	4.00
Patrol Officer*	18.00	19.00	17.00	17.00	21.00
School Resource Officer	1.00	1.00	1.00	1.00	1.00
Community Service Officer	2.00	2.00	2.00	2.00	2.00
Animal Control Officer	1.00	1.00	1.00	1.00	1.00
Evidence Specialist	1.00	0.80	0.80	0.80	0.80
Office Manager	1.00	1.00	1.00	1.00	1.00
Senior Secretary	1.00	1.00	1.00	1.00	1.00
Record Specialists	6.00	6.00	5.00	5.00	5.00
Total	42.00	41.80	38.80	38.80	42.80

* 4 positions show "Vacant" on the organization chart. These positions are not fully funded in the 2015 budget and anticipate a mid-year (2 FTE) and 4th quarter (2 FTE) hire process.



The Planning, Building and Public Works Administration functions funded by the General Fund include:

Administrative. Manages the divisions and programs listed below.

Building and Park Maintenance. Provides for routine building maintenance for the buildings in the city hall complex. Also provides landscape, design and maintenance for parks, municipal buildings, right-of-ways, trails, street planting areas, city benches, support for special events and park operations.

Building Division. Oversees building construction. It reviews building plans, issues permits and inspects buildings during construction to ensure compliance with approved plans and codes.

City Project Management. Provides management of projects listed in the city's CIP plan.

Code Enforcement. Provides enforcement of the City's Municipal Code, International Building Code, International Fire Code, RCW codes and WAC codes.

Engineering Services. This division is responsible for the city's transportation infrastructure systems. It studies and plans for improvements, seeks grant funding, designs and oversees construction. It also reviews residential and commercial development plans.

Planning & Development Services. Planning Services assists in developing and implementing long range land use plans. Development Services reviews proposals and drafts code and zoning amendments.

Joint & Minor Home Repair. Provides funding to low income families for minor home repairs

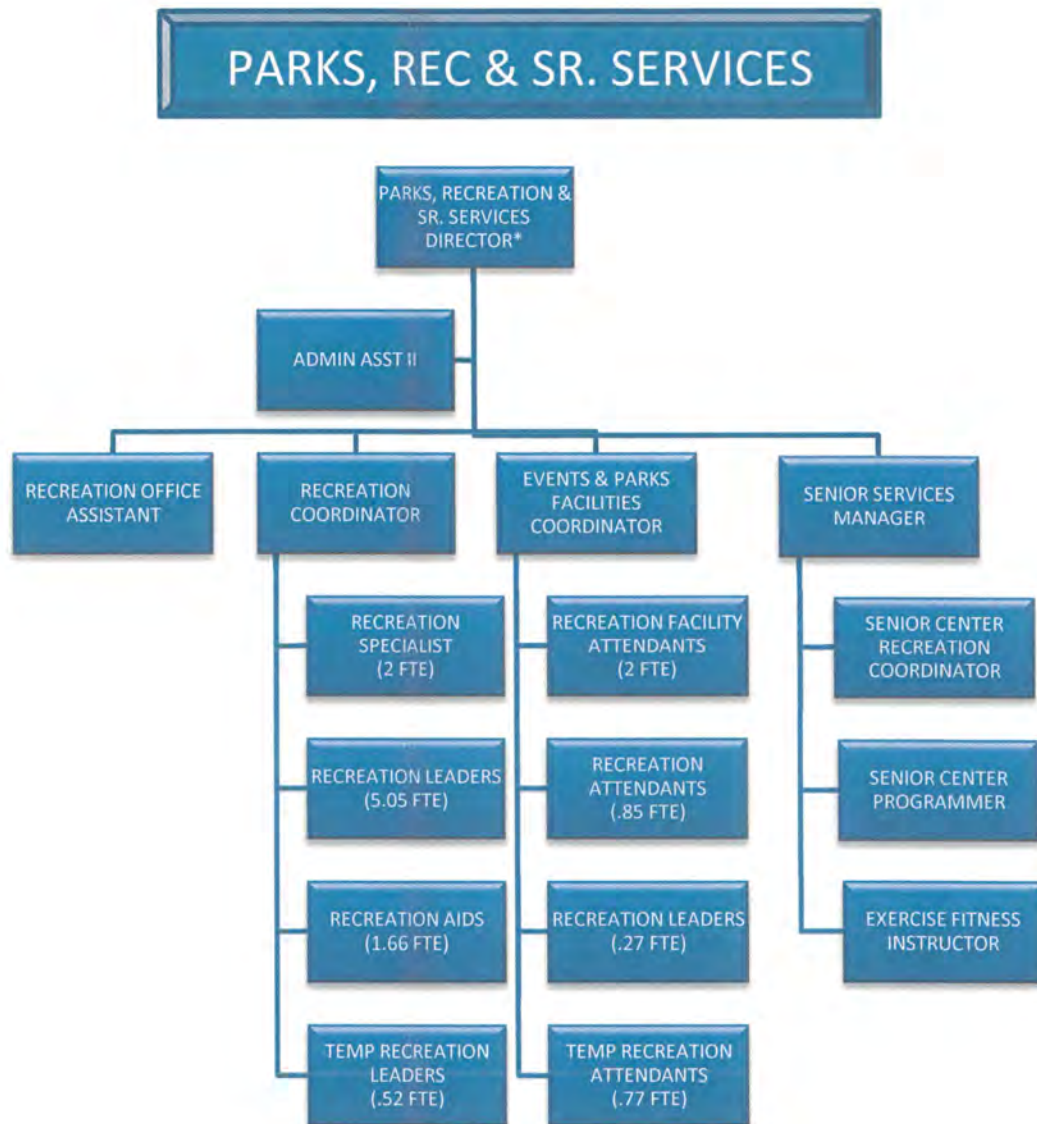
**The Director is also responsible for administration of the city's Surface Water Management Fund and the Superintendent is responsible for Street Fund maintenance, Surface Water Fund maintenance and vehicle maintenance and replacement; the costs for which are reported in those funds rather than in the general fund.*

PLANNING, BLDG & PW ADMIN DEPARTMENT EXPENDITURES

CATEGORY	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 BUDGET	2015 BUDGET
Salaries & Wages	1,758,610	1,651,612	1,440,723	1,631,736	1,718,023
Personnel Benefits	610,758	574,854	530,117	657,735	687,125
Supplies	104,407	104,862	86,860	93,363	100,440
Other Services & Charges	809,005	792,070	796,306	939,737	946,743
Total Expenditures	3,282,780	3,123,398	2,854,006	3,322,571	3,452,331

PLANNING, BLDG & PW ADMIN DEPARTMENT EXPENDITURES

PERSONNEL SUMMARY					
NUMBER OF EMPLOYEES					
POSITION	2011	2012	2013	2014	2015
<i>Public Works Maintenance</i>					
Plan, Bldg, PW Director	0.15	0.15	0.15	0.15	0.15
Maint Superintendent	0.30	0.30	0.30	0.30	
Asst Public Works MTC	1.00	0.60			
Asst Director Transport	0.05				
City Building Maint Worker	1.00	1.00	1.00	1.00	1.00
Senior Parks Maint Worker	1.00	1.00	1.00	1.00	1.00
Parks Maint Worker	7.34	3.00	3.00	2.00	2.00
Assoc Transport Engineer	0.10				
Admin Assistant II	0.10	0.45	0.40	0.40	
<i>Engineering & CIP Services</i>					
Plan, Bldg, PW Director	0.80	0.80	0.65	0.65	0.65
CIP Project Manager	1.00	1.00	1.00	1.00	1.00
Engineer Services Mgr	0.95	0.95	0.88	0.90	0.90
Assoc Transport Engineer	0.90	0.88	0.90	1.00	1.00
SWM Engineer	0.10	0.10	0.10	0.10	0.10
Engineering Inspector	1.00	1.00	1.00	1.00	1.00
Civil Engineer I	1.00	1.00	3.00	1.40	1.40
Transportation Tech	1.00	1.00			
Admin Assistant II		0.65	0.60	0.60	0.60
<i>Planning, Building & Permits</i>					
Community Develop Mgr	1.00	1.00	1.00	1.00	1.00
Develop Services Mgr	1.00	1.00			
Building Official	1.00	1.00	1.00	1.00	1.00
Asst Bldg/Inspect Official	1.00	1.00	1.00	1.00	1.00
Building/Plans Inspector	3.00	3.00	1.00	1.00	1.00
Senior Planner	1.00	1.00	1.00	1.00	1.00
Land Use Planner II	0.80	0.96	0.90	1.00	1.00
Permit Coordinator	1.00	1.00	1.00	1.00	1.00
Permit Specialist I	1.00	1.00	1.00	1.00	1.00
Code Enforcement		1.00	1.00	1.00	1.00
Total	28.59	25.84	22.88	20.50	19.80



The Parks, Recreation and Senior Services functions funded by the General Fund include:

Administration. Oversees building construction. It reviews building plans, issues permits and inspects buildings during construction to ensure compliance with approved plans and codes.

Recreation. Provides activities and services for all age groups to maintain our citizen's physical mental and social wellness.

Arts Commission. Creates, promotes and delivers performing, community and public art programs and recommends works of art for City's facilities and the local environment.

Events & Rentals. Provides management for facilities such as the Beach Park Event Center (Auditorium, Dining Hall Founders Lodge, Picnic Shelter, and Meadow); Field House/ picnic shelter; Activity Center and Wooton Park picnic shelter. The division also coordinates with the Marina on events and facilities.

Senior Services. Provides recreational programs, assistance services, transportation, nutrition, lifelong learning, continuing education, outreach sports leagues, fitness and dance programs to Des Moines and Normandy Park senior citizens.

PARKS, RECREATION AND SENIOR SERVICES DEPT EXPENDITURES

CATEGORY	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 BUDGET	2015 BUDGET
Salaries & Wages	791,536	795,387	784,515	828,666	910,980
Personnel Benefits	220,678	240,660	266,354	301,646	298,917
Supplies	72,884	73,974	84,793	88,373	92,677
Other Services & Charges	439,108	416,958	561,061	562,417	669,343
Capital Outlay	-	-	10,574	7,500	6,000
Total Expenditures	<u>1,524,206</u>	<u>1,526,979</u>	<u>1,707,297</u>	<u>1,788,602</u>	<u>1,977,917</u>

PERSONNEL SUMMARY					
NUMBER OF EMPLOYEES					
POSITION	2011	2012	2013	2014	2015
Parks, Rec & Sr Srvc Dir	1.00	1.00	1.00	1.00	1.00
Senior Service Manager	1.00	1.00	1.00	1.00	1.00
Recreation Coordinator	2.00	2.00	1.00	1.00	1.00
Sr Ctr Recreation Coord	1.00	1.00	1.00	1.00	1.00
Events/Facilities Coord		1.00	1.00	1.00	1.00
Senior Center Programs	0.50	0.50	0.50	0.50	0.50
Civil Engineer		1.00			
Recreation Specialist	0.78	1.52	1.75	1.44	1.45
Exercise Instructor	0.20	0.20	0.20	0.20	0.20
Admin Assistant II	0.80	0.70	0.80	1.00	1.00
Office Assistant					1.00
Land Use Planner	0.20				
Total	7.48	9.92	8.25	8.14	9.15

NONDEPARTMENTAL

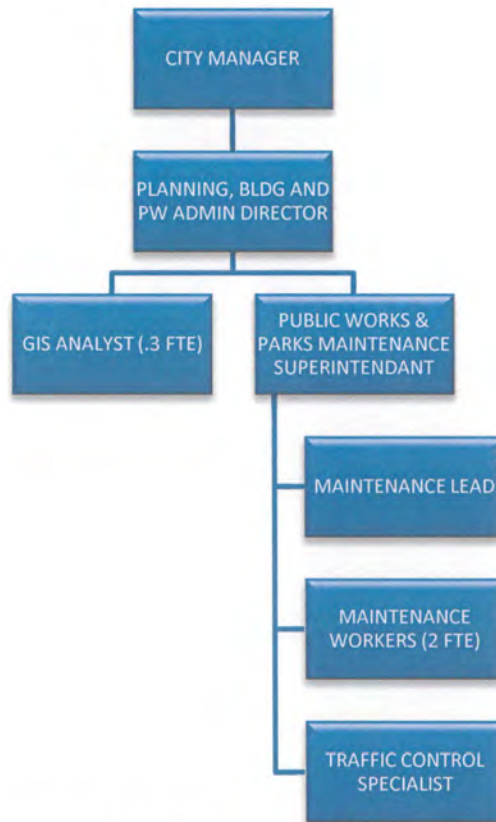
NONDEPARTMENT EXPENDITURES

CATEGORY	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 BUDGET	2015 BUDGET
Other Services & Charges	48,773	53,654	51,318	53,200	52,320
Transfers & Pass Through	594,736	622,657	179,081	351,786	204,121
Total Expenditures	<u>643,509</u>	<u>676,311</u>	<u>230,399</u>	<u>404,986</u>	<u>256,441</u>

SPECIAL REVENUE FUNDS

Special Revenue Funds are funds used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specific purposes.

STREET MAINTENANCE FUND



The Street Maintenance Fund contains the following programs:

Roadway maintenance
 Traffic and pedestrian services
 Traffic control devices
 Snow and ice control
 Roadside vegetation

Roadside litter clean up
 Maintenance administration

PERSONNEL SUMMARY					
NUMBER OF EMPLOYEES					
POSITION	2011	2012	2013	2014	2015
Plan, Bldg, PW Director	0.05	0.05	0.15	0.15	0.15
Asst Director Transp & Engineer	0.05	0.05			
GIS Analyst	0.10	0.10	0.10	0.30	0.30
PW & Parks Maint Superintendent	0.25	0.25	0.25	0.30	0.30
Asst. PW & Parks Maint Super		0.10			
Fleet Mechanic	1.00	1.00	1.00	1.00	1.00
Maintenance Worker	3.00	3.00	2.00	2.00	2.00
Traffic Control Specialist			0.70	1.00	1.00
Administrative Assistant II	0.10	0.05	0.05	0.05	0.05
Total	4.55	4.60	4.25	4.80	4.80

STREET MAINTENANCE FUND REVENUES

CATEGORY	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 BUDGET	2015 BUDGET
Taxes	19,079	19,571	20,581	24,000	23,000
Licenses & Permits	-	-	-	-	-
Intergovernmental	980,477	990,263	613,984	606,492	609,300
Charges for Services	670	125	450,157	410,000	415,000
Miscellaneous Revenues	2,209	1,762	(9,202)	1,400	1,550
Other Financing Sources	190,486	-	-	5,000	5,000
Interfund Transfers	-	-	-	-	-
Total Revenues	1,192,921	1,011,721	1,075,520	1,046,892	1,053,850
Beginning Fund Balance	138,604	234,816	276,021	355,523	197,168
Total Resources	1,331,525	1,246,537	1,351,541	1,402,415	1,251,018

STREET MAINTENANCE FUND EXPENDITURES

CATEGORY	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 BUDGET	2015 BUDGET
Salaries & Wages	257,177	289,344	295,935	337,131	328,949
Personnel Benefits	107,957	132,177	125,699	161,640	136,979
Supplies	78,293	67,029	87,023	97,051	108,380
Other Services & Charges	477,996	465,077	557,340	606,691	595,968
Capital Outlay	-	15,491	19,912	-	-
Transfers	175,288	1,397	1,002	1,002	1,002
Total Operations	1,096,711	970,515	1,086,911	1,203,515	1,171,278
Ending Fund Balance	234,814	276,022	264,630	198,900	79,740
Total Expenditures	1,331,525	1,246,537	1,351,541	1,402,415	1,251,018

POLICE DRUG SEIZURE FUND

FUND REVENUES

CATEGORY	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 BUDGET	2015 BUDGET
Taxes					
Licenses & Permits					
Intergovernmental					
Miscellaneous Revenues	603	153	2,188	15,008	15,004
Interfund Transfers					
Total Revenues	603.00	153.00	2,188.00	15,008	15,004
Beginning Fund Balance	18,938	15,809	9,678	4,768	7,334
Total Resources	19,541	15,962	11,866	19,776	22,338

FUND EXPENDITURES

CATEGORY	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 BUDGET	2015 BUDGET
Salaries & Wages					
Personnel Benefits					
Supplies	1,602	4,252	608	3,500	3,500
Other Services & Charges	2,131	2,031	1,782	11,500	11,500
Capital Outlay					
Total Operations	3,733	6,283	2,390	15,000	15,000
Ending Fund Balance	15,808	9,679	9,476	4,776	7,338
Total Expenditures	19,541	15,962	11,866	19,776	22,338

TRANSPORTATION IMPACT FEE

FUND REVENUES

CATEGORY	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 BUDGET	2015 BUDGET
Taxes					
Licenses & Permits					
Intergovernmental					
Charges for Services	27,952	205,780	288,751	292,641	305,772
Miscellaneous Revenues	1,353	1,673	410	500	1,000
Interfund Transfers					
Total Revenues	29,305	207,453	289,161	293,141	306,772
Beginning Fund Balance	331,915	333,268	334,941	9,227	335,851
Total Resources	361,220	540,721	624,102	302,368	642,623

FUND EXPENDITURES

CATEGORY	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 BUDGET	2015 BUDGET
Supplies					
Other Services & Charges					
Transfers	27,952	205,780	288,751	292,641	305,772
Total Operations	27,952	205,780	288,751	292,641	305,772
Ending Fund Balance	333,268	334,941	335,351	9,727	336,851
Total Expenditures	361,220	540,721	624,102	302,368	642,623

HOTEL/MOTEL TAX FUND

FUND REVENUES

CATEGORY	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 BUDGET	2015 BUDGET
Taxes	16,464	18,356	20,234	18,750	20,000
Licenses & Permits					
Intergovernmental					
Miscellaneous Revenues	7	7	9	8	8
Interfund Transfers					
Total Revenues	16,471	18,363	20,243	18,758	20,008
Beginning Fund Balance	4,724	4,722	7,952	8,898	8,379
Total Resources	21,195	23,085	28,195	27,656	28,387

FUND EXPENDITURES

CATEGORY	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 BUDGET	2015 BUDGET
Salaries & Wages					
Personnel Benefits					
Supplies					
Other Services & Charges	16,473	15,134	19,822	17,813	20,000
Capital Outlay					
Total Operations	16,473	15,134	19,822	17,813	20,000
Ending Fund Balance	4,722	7,951	8,373	9,843	8,387
Total Expenditures	21,195	23,085	28,195	27,656	28,387

DEBT SERVICE FUNDS

Special Revenue Funds are funds used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specific purposes.

LID FUND

FUND REVENUES

CATEGORY	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 BUDGET	2015 BUDGET
Miscellaneous Revenues	4,799	6,203	6,077	3,569	3,419
Interfund Transfers					
Total Revenues	4,799	6,203	6,077	3,569	3,419
Beginning Fund Balance	10,972	-	-	-	-
Total Resources	15,771	6,203	6,077	3,569	3,419

FUND EXPENDITURES

CATEGORY	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 BUDGET	2015 BUDGET
Other Services & Charges					
Transfers	15,770	6,203	6,077	3,569	3,419
Debt Service					
Total Operations	15,770	6,203	6,077	3,569	3,419
Ending Fund Balance	-	-	-	-	-
Total Expenditures	15,770	6,203	6,077	3,569	3,419

GENERAL OBLIGATION BOND

FUND REVENUES

CATEGORY	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 BUDGET	2015 BUDGET
Taxes	425	67	3	-	-
Miscellaneous Revenues	79	66	26	26	25
Interfund Transfers	639,249	415,651	402,372	398,251	400,827
Total Revenues	639,753	415,784	402,401	398,277	400,852
Beginning Fund Balance	54,284	54,436	21,451	21,184	21,503
Total Resources	694,037	470,220	423,852	419,461	422,355

FUND EXPENDITURES

CATEGORY	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 BUDGET	2015 BUDGET
Other Services & Charges	302	303			
Transfers	352	33,118			
Debt Service	638,947	415,349	402,372	401,051	400,827
Total Operations	639,601	448,770	402,372	401,051	400,827
Ending Fund Balance	54,436	21,451	21,480	18,410	21,528
Total Expenditures	694,037	470,221	423,852	419,461	422,355

304

CAPITAL & CONSTRUCTION FUNDS

Construction Funds are funds used to account for major acquisition and construction of capital projects. Project spending often occurs in multiple years.

MUNICIPAL CAPITAL IMPROVEMENT

FUND REVENUES

CATEGORY	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 BUDGET	2015 BUDGET
Taxes	455,713	470,253	646,699	605,000	705,000
Intergovernmental	717,715	146,605	101,545	836,000	1,638,811
Charges for Services	30,196	-	8,136	10,000	10,000
Miscellaneous Revenues	115	52,702	161,823	106,100	193,742
Other Financing Sources	115,725	-	-	-	129,975
Interfund Transfers In	400,447	-	-	194,078	-
Total Revenues	1,719,911	669,560	918,203	1,751,178	2,677,528
Beginning Fund Balance	866,067	243,763	253,833	474,670	615,404
Total Resources	2,585,978	913,323	1,172,036	2,225,848	3,292,932

FUND EXPENDITURES

CATEGORY	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 BUDGET	2015 BUDGET
Supplies					
Other Services & Charges					
Transfers Out	439,065	369,889	487,393	470,789	419,535
Capital Outlay	1,902,214	289,425	190,980	1,476,895	2,311,972
Debt Service	936	176			
Total Operations	2,342,215	659,490	678,373	1,947,684	2,731,507
Ending Fund Balance	243,763	253,833	493,663	278,164	561,425
Total Expenditures	2,585,978	913,323	1,172,036	2,225,848	3,292,932

TRANSPORTATION CAPITAL IMPROVEMENT

FUND REVENUES

CATEGORY	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 BUDGET	2015 BUDGET
Intergovernmental	1,265,472	2,359,174	4,321,730	7,700,599	3,946,146
Charges for Services	-	-	6,000,000	60,000	59,000
Miscellaneous Revenues	4,134	30,007	172,339	384,821	9,800
Other Financing Sources	4,179,163	-	-	-	-
Interfund Transfers In	352,055	623,595	767,582	1,632,372	1,575,908
Total Revenues	5,800,824	3,012,776	11,261,651	9,777,792	5,590,854
Beginning Fund Balance	142,068	1,222,959	881,381	4,230,801	2,332,648
Total Resources	5,942,892	4,235,735	12,143,032	14,008,593	7,923,502

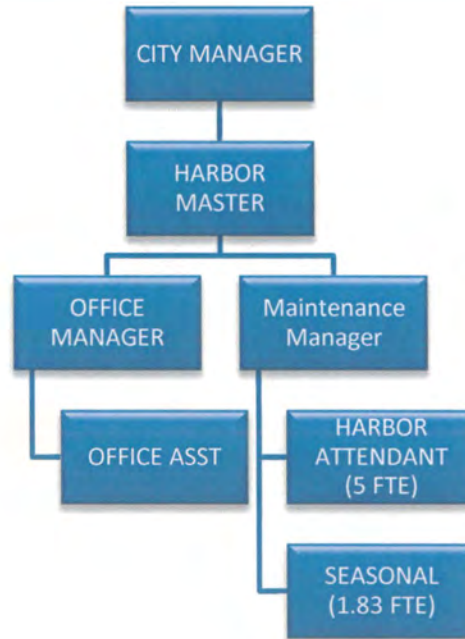
FUND EXPENDITURES

CATEGORY	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 BUDGET	2015 BUDGET
Supplies					
Other Services & Charges					
Transfers Out	557,498	260,508	251,229	252,184	252,881
Capital Outlay	4,162,435	3,093,846	7,675,950	13,260,174	6,738,616
Debt Service					
Total Operations	4,719,933	3,354,354	7,927,179	13,512,358	6,991,497
Ending Fund Balance	1,222,959	881,381	4,215,853	496,235	932,005
Total Expenditures	5,942,892	4,235,735	12,143,032	14,008,593	7,923,502

ENTERPRISE FUNDS

Enterprise Funds are funds used to account for business-like activities where fees are charged to recover both operating and capital costs of an activity.

MARINA FUND



PERSONNEL SUMMARY					
NUMBER OF EMPLOYEES					
POSITION	2011	2012	2013	2014	2015
Harbormaster	1.00	1.00	1.00	1.00	1.00
Office Manager	1.00	1.00	1.00	1.00	1.00
Service Manager	1.00	1.00	1.00	-	-
Maintenance Manager				1.00	1.00
Maintenance Lead	1.00	1.00	1.00		
Events Specialist	1.00	0.40	0.40	0.40	-
Harbor Attendant	4.00	4.00	3.00	5.00	5.00
Contract Administrator	0.75				
Office Assistant	0.80	0.60	0.60	0.60	1.00
Total	10.55	9.00	8.00	9.00	9.00

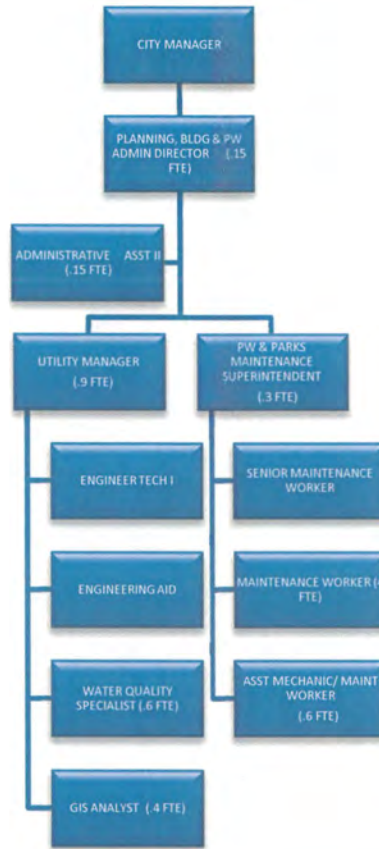
FUND REVENUES

CATEGORY	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 BUDGET	2015 BUDGET
Intergovernmental	-	792	-	-	34,774
Charges for service	1,419,400	1,268,420	1,409,519	1,474,253	1,473,060
Fines & Forfeits	7,185	7,743	18,617	18,600	18,000
Miscellaneous Revenues	2,654,757	2,682,277	2,676,556	2,620,383	2,571,810
Other Financing Sources	4,875	2,991,588	265,411	750,000	320,000
Interfund Transfers In	722,910	444,384	483,017	514,036	513,436
Total Revenues	4,809,127	7,395,204	4,853,120	5,377,272	4,931,080
Beginning Fund Balance	2,388,839	2,096,157	1,883,681	1,530,445	1,235,809
Total Resources	7,197,966	9,491,361	6,736,801	6,907,717	6,166,889

FUND EXPENDITURES

CATEGORY	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 BUDGET	2015 BUDGET
Salaries & Wages	625,974	640,887	641,165	658,950	678,384
Personnel Benefits	252,167	247,058	268,362	299,596	290,998
Supplies	1,360,630	1,232,779	1,387,832	1,356,194	1,441,908
Other Services & Charges	1,111,078	1,275,309	1,264,883	1,162,418	918,876
Transfers Out	722,910	444,384	483,017	514,036	513,436
Capital Outlay	304,545	40,175	259,320	870,000	454,774
Debt Service	724,505	3,727,088	797,048	823,467	823,588
Total Operations	5,101,809	7,607,680	5,101,627	5,684,661	5,121,964
Ending Fund Balance	2,096,157	1,883,681	1,635,174	1,223,056	1,044,925
Total Expenditures	7,197,966	9,491,361	6,736,801	6,907,717	6,166,889

SURFACE WATER MANAGEMENT



PERSONNEL SUMMARY

NUMBER OF EMPLOYEES

POSITION	2011	2012	2013	2014	2015
Plan, Bldg, PW Director	0.10	0.10	0.15	0.15	0.15
Administrative Assistant	0.20	0.15	0.15	0.15	0.15
Asst Director Utilities & Env Eng.	0.70	0.90			
GIS Analyst				0.40	0.40
PW & Parks Maint Superintendent	0.35	0.35	0.35	0.30	0.30
Asst. PW & Parks Maint Super					0.30
Lead Maintenance Worker	1.00	1.00	2.00	2.00	1.00
Maintenance Worker	4.62	4.40	3.60	3.60	4.00
Engineer			0.20	0.90	0.90
Engineering Technician	1.00	2.00	1.00	1.00	1.00
Engineering Aide	0.50	1.00	1.00	1.00	1.00
Traffic Technician		1.00	1.30	1.00	1.00
Water Quality - Civil Engineer				0.60	0.60
SWM Engineer			0.90		0.60
Assistant Mechanic/Maint Worker			0.40		0.60
Land Use Planner II		0.40	0.10		
Total	8.47	11.30	11.15	11.10	12.00

FUND REVENUES

CATEGORY	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 BUDGET	2015 BUDGET
Intergovernmental	145,646	100,164	-	50,000	392,500
Charges for service	2,347,979	2,531,874	2,600,959	2,633,933	2,820,343
Miscellaneous Revenues	9,557	13,544	7,101	94,000	104,200
Other Financing Sources	-	160,081	57,773	-	-
Interfund Transfers In	638,530	682,871	709,484	486,455	758,450
Total Revenues	3,141,712	3,488,534	3,375,317	3,264,388	4,075,493
Beginning Fund Balance	2,526,907	2,321,618	2,154,878	2,264,653	2,160,420
Total Resources	5,668,619	5,810,152	5,530,195	5,529,041	6,235,913

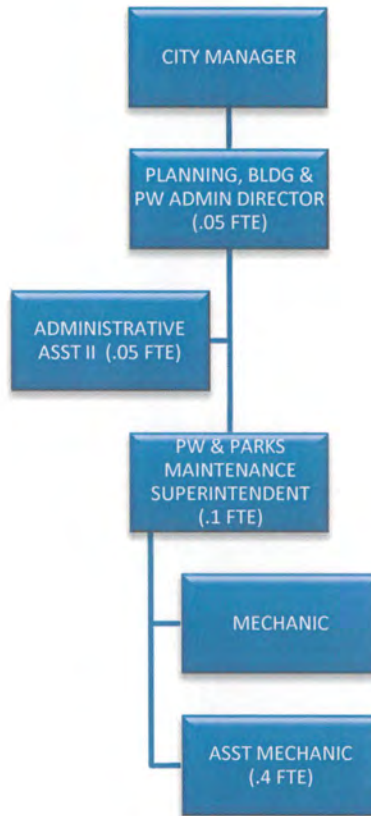
FUND EXPENDITURES

CATEGORY	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 BUDGET	2015 BUDGET
Salaries & Wages	695,462	712,253	724,606	765,320	784,530
Personnel Benefits	267,854	269,365	296,534	343,790	369,261
Supplies	59,441	62,551	75,627	104,160	92,645
Other Services & Charges	733,655	761,010	831,934	1,237,054	1,171,273
Transfers Out	638,530	683,528	710,536	487,507	759,502
Capital Outlay	951,114	1,165,547	362,664	1,097,700	1,615,980
Debt Service	945	1,020	1,020	1,020	1,020
Total Operations	3,347,001	3,655,274	3,002,921	4,036,551	4,794,211
Ending Fund Balance	2,321,618	2,154,878	2,527,274	1,492,490	1,441,702
Total Expenditures	5,668,619	5,810,152	5,530,195	5,529,041	6,235,913

INTERNAL SERVICE FUNDS

Internal Service Funds are funds used to account for business-like activities where fees are charged to city departments to recover both operating and capital activity costs.

EQUIPMENT RENTAL FUND



PERSONNEL SUMMARY					
NUMBER OF EMPLOYEES					
POSITION	2011	2012	2013	2014	2015
Plan, Bldg, PW Director	0.05	0.05	0.05	0.05	0.05
Administrative Assistant	0.05	0.05	0.05	0.05	0.05
PW & Parks Maint Superintendent	0.10	0.10	0.10	0.10	0.10
Asst. PW & Parks Maint Super		0.10			
Mechanic	1.00	1.00	1.00	1.00	1.00
Assistant Mechanic	1.00	0.60	0.40	0.40	0.40
Total	2.20	1.90	1.60	1.60	1.60

FUND REVENUES

CATEGORY	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 BUDGET	2015 BUDGET
Intergovernmental	-	2,178	-	-	-
Charges for service	490,113	517,605	539,479	548,732	607,774
Miscellaneous Revenues	1,574	1,769	373	258	258
Other Financing Sources	892	9,266	1,424	-	-
Interfund Transfers In	-	33,742	-	-	-
Total Revenues	492,579	564,560	541,276	548,990	608,032
Beginning Fund Balance	171,006	152,527	129,223	162,924	172,749
Total Resources	663,585	717,087	670,499	711,914	780,781

FUND EXPENDITURES

CATEGORY	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 BUDGET	2015 BUDGET
Salaries & Wages	120,341	129,787	111,263	102,693	105,352
Personnel Benefits	47,385	48,593	51,541	49,856	43,590
Supplies	270,012	293,169	273,802	295,350	292,906
Other Services & Charges	73,089	116,038	74,265	57,794	76,161
Transfers Out	-	-	-	-	-
Capital Outlay	-	-	-	-	99,463
Debt Service	231	277	277	277	277
Total Operations	511,058	587,864	511,148	505,970	617,749
Ending Fund Balance	152,527	129,223	159,351	186,111	163,032
Total Expenditures	663,585	717,087	670,499	692,081	780,781

EQUIPMENT REPLACEMENT FUND

FUND REVENUES

CATEGORY	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 BUDGET	2015 BUDGET
Intergovernmental	17,575	37,799	-	-	-
Charges for service	227,043	68,979	93,124	498,860	300,089
Miscellaneous Revenues	6,326	2,937	2,893	5,506	3,300
Other Financing Sources	2,564	19,511	3,278	131,800	42,880
Interfund Transfers In	25,000	-	-	22,912	60,000
Total Revenues	278,508	129,226	99,295	659,078	406,269
Beginning Fund Balance	1,328,296	1,404,814	1,349,142	1,423,531	1,609,602
Total Resources	1,606,804	1,534,040	1,448,437	2,082,609	2,015,871

FUND EXPENDITURES

CATEGORY	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 BUDGET	2015 BUDGET
Supplies	-	4	-	-	-
Other Services & Charges	-	-	-	-	-
Transfers Out	-	33,742	-	-	-
Capital Outlay	201,990	151,152	18,208	371,300	673,700
Debt Service	-	-	-	22,912	-
Total Operations	201,990	184,898	18,208	394,212	673,700
Ending Fund Balance	1,404,814	1,349,142	1,430,229	1,688,397	1,342,171
Total Expenditures	1,606,804	1,534,040	1,448,437	2,082,609	2,015,871

FACILITY REPAIR & REPLACEMENT

FUND REVENUES

CATEGORY	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 BUDGET	2015 BUDGET
Charges for Services	75,835	75,835	75,835	75,835	75,835
Miscellaneous Revenues	294	59	92	133	66
Other Financing Sources				-	79,182
Interfund Transfers In	-	33,118	-	-	-
Total Revenues	76,129	109,012	75,927	75,968	155,083
Beginning Fund Balance	208,245	52,502	53,479	68,570	146,990
Total Resources	284,374	161,514	129,406	144,538	302,073

FUND EXPENDITURES

CATEGORY	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 BUDGET	2015 BUDGET
Supplies					
Other Services & Charges	7,927	82,233	44,343	52,500	238,475
Transfers Out	223,945				
Capital Outlay		25,802			
Total Operations	231,872	108,035	44,343	52,500	238,475
Ending Fund Balance	52,502	53,479	85,063	92,038	63,598
Total Expenditures	284,374	161,514	129,406	144,538	302,073

COMPUTER OPERATIONS FUND



PERSONNEL SUMMARY					
NUMBER OF EMPLOYEES					
POSITION	2011	2012	2013	2014	2015
Information Services Mgr	1.00	1.00	1.00	1.00	1.00
Systems Administrator	1.00	1.00	1.00	1.00	1.00
GIS Analyst	1.00	1.00	1.00	-	0.40
Total	3.00	3.00	3.00	2.00	2.40

FUND REVENUES

CATEGORY	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 BUDGET	2015 BUDGET
Intergovernmental					
Charges for service	490,592	480,436	460,046	343,633	368,491
Miscellaneous Revenues	1,503	132	91	100	95
Interfund Transfers In	6,789	6,789	7,994	19,900	19,900
Total Revenues	498,884	487,357	468,131	363,633	388,486
Beginning Fund Balance	89,747	113,103	117,837	116,668	65,702
Total Resources	588,631	600,460	585,968	480,301	454,188

FUND EXPENDITURES

CATEGORY	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 BUDGET	2015 BUDGET
Salaries & Wages	239,868	245,204	218,447	171,924	177,576
Personnel Benefits	91,350	93,922	78,619	64,638	68,831
Supplies	14,956	10,084	6,654	10,200	10,175
Other Services & Charges	129,123	133,136	169,980	170,733	169,306
Transfers Out					
Capital Outlay				-	-
Debt Service	231	277	277	277	277
Total Operations	475,528	482,623	473,977	417,772	426,165
Ending Fund Balance	113,103	117,837	111,991	62,529	28,023
Total Expenditures	588,631	600,460	585,968	480,301	454,188

COMPUTER REPLACEMENT FUND

FUND REVENUES

CATEGORY	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 BUDGET	2015 BUDGET
Intergovernmental					
Charges for service	84,456	67,758	89,851	104,491	69,685
Miscellaneous Revenues	1,260	620	656	765	575
Other Financing Sources	26,981	-	-	-	-
Interfund Transfers In	25,433	27,770	30,270	25,000	23,500
Total Revenues	138,130	96,148	120,777	130,256	93,760
Beginning Fund Balance	334,509	345,062	347,969	340,128	282,888
Total Resources	472,639	441,210	468,746	470,384	376,648

FUND EXPENDITURES

CATEGORY	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 BUDGET	2015 BUDGET
Salaries & Wages					
Personnel Benefits					
Supplies	48,836	42,697	40,221	45,000	48,000
Other Services & Charges			-		
Transfers Out	6,789	6,789	7,994	19,900	8,400
Capital Outlay	71,952	43,755	99,360	135,988	216,728
Debt Service			604	-	3,624
Total Operations	127,577	93,241	148,179	200,888	276,752
Ending Fund Balance	345,062	347,969	320,567	269,496	99,896
Total Expenditures	472,639	441,210	468,746	470,384	376,648

SELF INSURANCE FUND

FUND REVENUES

CATEGORY	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 BUDGET	2015 BUDGET
Intergovernmental	17,491	19,979	-		
Charges for service	674,416	580,513	582,620	569,493	643,112
Miscellaneous Revenues	280	193	205	104	158
Other Financing Sources	-	-	5,000	-	-
Interfund Transfers In	-	20,000	-	-	-
Total Revenues	692,187	620,685	587,825	569,597	643,270
Beginning Fund Balance	96,010	163,729	111,506	82,655	135,437
Total Resources	788,197	784,414	699,331	652,252	778,707

FUND EXPENDITURES

CATEGORY	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 BUDGET	2015 BUDGET
Salaries & Wages					-
Personnel Benefits					-
Supplies					
Other Services & Charges	624,468	672,908	550,862	590,978	662,842
Transfers Out					
Capital Outlay					
Debt Service					
Total Operations	624,468	672,908	550,862	590,978	662,842
Ending Fund Balance	163,729	111,506	148,469	61,274	115,865
Total Expenditures	788,197	784,414	699,331	652,252	778,707

UNEMPLOYMENT COMPENSATION

FUND REVENUES

CATEGORY	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 BUDGET	2015 BUDGET
Charges for service	26,518	53,015	51,755	56,490	58,385
Miscellaneous Revenues	323	285	274	281	275
Total Revenues	26,841	53,300	52,029	56,771	58,660
Beginning Fund Balance	224,445	190,414	206,113	231,742	284,456
Total Resources	251,286	243,714	258,142	288,513	343,116

FUND EXPENDITURES

CATEGORY	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 BUDGET	2015 BUDGET
Other Services & Charges	60,872	37,601	10,431	70,000	50,000
Transfers Out					
Total Operations	60,872	37,601	10,431	70,000	50,000
Ending Fund Balance	190,414	206,113	247,711	218,513	293,116
Total Expenditures	251,286	243,714	258,142	288,513	343,116

CAPITAL PROJECTS



2015 - 2020 CAPITAL IMPROVEMENT PLAN

Municipal Capital Improvement

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	General Government	PROJECT NO.	310.061
PROJECT	Des Moines Beach Park (DMBP) Picnic Shelter and Restroom Building R	PROJECT STATUS:	
		Preliminary Estimate	
		Plans in Preparation	
		P.S.E. Complete	
LOCATION			
DESCRIPTION:	Rehabilitation of the Picnic Shelter and Restroom includes building a new stem wall, update mechanical, electrical and plumbing systems, fixtures, interior and exterior finishes and drainage to serve the high volume Beach Park and Des Moines Creek Trail park users.		

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL*	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
ADMINISTRATION	\$ 10,000		\$ 10,000					
CIP PROJ MANAGEMENT	-							
DESIGN / ENGINEERING	74,426		74,426					
SOILS/CULTURAL SURVEY	2,500		2,500					
BUILDINGS	485,604		485,604					
BERM IMPROVEMENTS	-							
PROJECT ADMIN. (CONST.)	33,274		33,274					
CONTINGENCY	61,466		61,466					
SALES TAX	36,850		36,850					
PERMITS & OTHERS	48,409		48,409					
EQUIPMENT	-							
TOTAL	\$ 752,529		\$ 752,529	\$ -	\$ -	\$ -	\$ -	\$ -

FUNDING SOURCES	TOTAL*	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
REET	\$ 104,597		\$ 104,597	\$ -	\$ -	\$ -	\$ -	\$ -
RCO (Confirmed on funding list)	291,399		291,399					
MCI	-							
King County Levy 2015-2019=275K	226,558		55,000	55,000	55,000	55,000	6,558	
Intefund Loan	-		171,558	(55,000)	(55,000)	(55,000)	(6,558)	
WCIA INSURANCE CLAIM	129,975		129,975					
	-							
TOTAL	\$ 752,529		\$ 752,529	\$ -	\$ -	\$ -	\$ -	\$ -

*Excludes FY 14 Amd



2015 - 2020 CAPITAL IMPROVEMENT PLAN

Municipal Capital Improvement

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	General Government	PROJECT NO.	310.047-0X
PROJECT	Park and Playground Repair & Replacement - Parkside Park	PROJECT STATUS:	
		Preliminary Estimate	X
		Plans in Preparation	
		Budget status:	unfunded
LOCATION	25th Ave. S. & S. 244th St.		
DESCRIPTION:	Parkside Park Improvements include site grading to improve site access, sightlines, safety and security as identified in the 2010 Parks Master Plan. Play equipment and sports court would be relocated in more visible location. May be partially funded by DOE due to ASARCO issues.		

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL*	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
ADMINISTRATION	\$ 10,000		\$ 10,000					
CIP PROJ MGT 1.5	32,500		32,500					
DESIGN / ENGINEERING	52,400		52,400					
LAND	-							
BUILDINGS	-							
IMPROVEMENTS	345,000		345,000					
INSPECTION / PROJ. MGT.	-							
CONTINGENCY	12,624		12,624					
SALES TAX	32,775		32,775					
PERMITS/KC ENVIRONMEN	29,200		29,200					
TOTAL	\$ 514,499		\$ 514,499	\$ -	\$ -	\$ -	\$ -	\$ -

FUNDING SOURCES	TOTAL*	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
CDBG (Confirmed)	\$ 395,000		\$ 395,000					
REET	-							
DOE (Confirmed)	119,499		119,499					
To Be Determined	-							
Park In Lieu	-							
TOTAL	\$ 514,499		\$ 514,499	\$ -	\$ -	\$ -	\$ -	\$ -

*Excludes FY 14 Amd



2015 - 2020 CAPITAL IMPROVEMENT PLAN

Municipal Capital Improvement

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	General Government	PROJECT NO.	310.703
PROJECT	Activity Center Floor Repair	PROJECT STATUS:	
		Preliminary Estimate	X
		Plans in Preparation	
		P.S.E. Complete	
LOCATION	2045 S 216th St		
DESCRIPTION:	Repair the damaged wood floor at the Activity Center, if necessary. Areas of the floor were lifting due to ground moisture. We performed some temporary repairs in 2014, and they appeared to resolve the issue. We are continuing to		

EXPENDITURE SCHEDULE									
COST ELEMENTS	TOTAL*	FY 14 Est	FY 14 Amd	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
ADMINISTRATION	\$ -	\$ -	\$ -						
CIP PROJ MANAGEMENT	1,046			1,046					
DESIGN / ENGINEERING	-								
LAND	-								
BUILDINGS	-								
IMPROVEMENTS/REPAIR	21,875	1,875	1,875	20,000					
INSPECTION / PERMITS	-								
CONTINGENCY	-								
SALES TAX	2,079	179	179	1,900					
OTHER	-								
TOTAL	\$ 25,000	\$ 2,054	\$ 2,054	\$ 22,946	\$ -	\$ -	\$ -	\$ -	\$ -

FUNDING SOURCES	TOTAL*	FY 14 Est	FY 14 Amd	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
To Be Determined	\$ -	\$ -	\$ -	\$ -					
REET	25,000	2,054	2,054	22,946					
MCI	-								
TOTAL	\$ 25,000	\$ 2,054	\$ 2,054	\$ 22,946	\$ -	\$ -	\$ -	\$ -	\$ -

*Excludes FY 14 Amd



2015 - 2020 CAPITAL IMPROVEMENT PLAN

Municipal Capital Improvement

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	General Government	PROJECT NO.	310.702
PROJECT	Activity Center Emergency Generator	PROJECT STATUS:	
		Preliminary Estimate	X
		Plans in Preparation	
		P.S.E. Complete	
LOCATION	2045 S 216th St		
DESCRIPTION:	Install a new 100 Kw optional standby generator outside at the Activity Center to allow operations during power outages and emergency situations.		

EXPENDITURE SCHEDULE									
COST ELEMENTS	TOTAL*	FY 14 Est	FY 14 Amd	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
ADMINISTRATION	\$ 5,500	\$ 2,000	\$ 2,000	\$ 3,500					
CIP PROJ MANAGEMENT	5,250			5,250					
DESIGN / ENGINEERING	29,270	14,635	14,635	14,635					
LAND	-								
BUILDINGS	-								
IMPROVEMENTS	64,100			64,100					
INSPECTION / PERMITS	1,800	1,800	1,800						
CONTINGENCY	-								
SALES TAX	6,100			6,100					
OTHER	-								
TOTAL	\$ 112,020	\$ 18,435	\$ 18,435	\$ 93,585					

FUNDING SOURCES	TOTAL*	FY 14 Est	FY 14 Amd	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
To Be Determined	\$ -	\$ -	\$ -	\$ -					
MCI	112,020	18,435	18,435	93,585					
TOTAL	\$ 112,020	\$ 18,435	\$ 18,435	\$ 93,585					

*Excludes FY 14 Amd



2015 - 2020 CAPITAL IMPROVEMENT PLAN

Municipal Capital Improvement

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	General Government	PROJECT NO.	310.050-01
PROJECT	Des Moines Beach Park (DMBP) Dining Hall Rehabilitation	PROJECT STATUS:	
		Preliminary Estimate	X
		Plans in Preparation	
		P.S.E. Complete	

LOCATION	22030 Cliff Avenue South
DESCRIPTION:	Rehabilitation of the Dining Hall includes lifting the building, constructing a new foundation spanning the creek (completed in 2008), ADA access and decking (completed in 2011). This project has funding support from Washington State and shares a portion of the cost to make creek modifications to reduce park flooding and improve environmental conditions. 2013: Provides funds for code related improvements to reopen the building such as: repairs to structure and roof, building interior and exterior rehabilitation work, new utilities (electrical and gas, phone, cable, water, sewer, surface water), fire suppression and grease trap. 2014: Provides funds for window replacement and door repairs.

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL*	Prior Years	FY 12 Act	FY 13 Act	FY 14 Est	FY 14 Amd	FY 15	FY 16	FY 17	FY 18
ADMINISTRATION	\$ 54,277	\$ 15,238	\$ 479	\$ 267	\$ 18,293	\$ 5,000	\$ 20,000			
CIP PROJ MGT 5%	55,658	16,689		4,096		8,500	34,873			
DESIGN/ENGINEERING/PERMIT	232,740	117,365	11,189	20,641	83,545	103,438				
SURVEY (Archeology)	9,987	9,987								
Creek Hydrology Design/Permit	122,710	117,572		600	4,538					
FEMA Reports	-									
BUILDINGS	1,661,318	1,228,540			745	411,441	432,033			
UTILITIES IMPROV/CREEK	-									
Construction Obs/Engineer	67,515	33,822	11,905				21,788			
CONTINGENCY/PERMITS	151,362				31,362		120,000			
SALES TAX	68,136	27,092				41,043	41,044			
LEAD & ASBESTOS ABATEMEN	18,423				18,423					
TESTING	40,024	37,024				9,263	3,000			
EQUIPMENT	87,992	67,493	498				20,000			
PERMITS	2,188	671	790		727	21,200				
TOTAL	\$ 2,572,329	\$ 1,671,492	\$ 24,862	\$ 25,604	\$ 157,633	\$ 599,885	\$ 692,738	\$ -	\$ -	\$ -

FUNDING SOURCES	TOTAL*	Prior Years	FY 12 Act	FY 13 Act	FY 14 Est	FY 14 Amd	FY 15	FY 16	FY 17	FY 18
REET	\$ 779,430	\$ 771,826	\$ -	\$ -	\$ 7,604	\$ 180,225				
REET (2013 Tsf from Auditorium	(48,220)	(99,321)		8,122	42,979	42,274				
REET (2013-14 Tsf from BP Inter	-					125,454				
4Culture Arts Capital Grant (confi	-					12,000				
Park In-lieu	-									
MCI	-	175,692	(93,932)	(81,760)		48,670				
King County Landmarks	-					60,000				
4Culture	12,850	12,850								
WA State Heritage Funds (confir	980,000	733,144	118,794	99,242	28,820	-				
WA State Heritage Funds (confir	770,968				78,230	131,262	692,738			
Miscellaneous (Ins Recoveries)	77,301	77,301								
TSF-IN FROM GENERAL FUND	-									
TOTAL	\$ 2,572,329	\$ 1,671,492	\$ 24,862	\$ 25,604	\$ 157,633	\$ 599,885	\$ 692,738	\$ -	\$ -	\$ -

*Excludes FY 14 Amd



2015 - 2020 CAPITAL IMPROVEMENT PLAN

Municipal Capital Improvement

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	General Government	PROJECT NO.	310.059
PROGRAM		PROJECT STATUS:	
PROJECT	Beach Park Pay Parking Stations	Preliminary Estimate	
		Plans in Preparation	
		P.S.E. Complete	
LOCATION	Parking Lots		
DESCRIPTION:			

EXPENDITURE SCHEDULE									
COST ELEMENTS	TOTAL*	FY 14 Est	FY 14 Amd	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
ADMINISTRATION	\$ -		\$ -	\$ -					
DESIGN/ENG	-								
BUILDINGS	-								
IMPROVEMENTS	40,000		40,000	40,000					
CONST MGMT	-								
CONTINGENCY	-								
SALES TAX	-								
OTHER	-								
PERMITS	-								
TOTAL	\$ 40,000		\$ 40,000	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ -

FUNDING SOURCE	TOTAL*	FY 14 Est	FY 14 Amd	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
	\$ -			\$ -					
MCI	40,000		40,000	40,000					
	-								
	-								
TOTAL	\$ 40,000		\$ 40,000	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ -

*Excludes FY 14 Amd



2015 - 2020 CAPITAL IMPROVEMENT PLAN

Municipal Capital Improvement

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	General Government	PROJECT NO.	310.047-594
PROJECT	Park Lifecycle Repair & Replacement Projects	PROJECT STATUS:	
		Preliminary Estimate	X
		Plans in Preparation	
		P.S.E. Complete	
LOCATION	City of Des Moines		

DESCRIPTION: This project will provide necessary funds to replace play equipment, picnic tables, drinking fountains, lighting fixtures, shelters, benches, pathways, signage and other park amenities as needed due to age, safety regulations, deterioration and/or vandalism. Staff will provide City Council with the list of required replacement items annually based on most urgent need: 2015- Field House Park; Renovate Tennis Court/Sports Court and install fountains, 2016- Cecil Powell Park Play Area Equipment Replacement and Westwood Park Play Area Equipment repair with ADA access; 2017- Provide SJUMP Play Area Equipment; 2018- Field House Park with ADA Access; Repair Skate Park; 2019- Wooton Park Play Area Equipment Replacement with ADA access and Gazebo Replacement and 2020- Kiddy Park Play Area Equipment Replacement with ADA access. This project makes necessary repairs and other improvements to existing parks and playgrounds by providing an ongoing lifecycle fund for equipment and amenity replacement based on priorities from the 2010 Master Plan for Parks, Recreation and Senior Services. Improvements are proposed at Steven J Memorial Park, Beach Park, Wooton Park and Field House Park.

PROPOSED IMPROVEMENTS: Replacement of park system play equipment, picnic tables, drinking fountains, lighting fixtures, shelters, benches, pathways, signage and other park amenities as needed due to age, safety regulations, deterioration and/or vandalism.

EXPENDITURE SCHEDULE									
COST ELEMENTS	TOTAL*	FY 14 Est	FY 14 Amd	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
ADMINISTRATION	\$ 15,230	\$ -	\$ -	\$ 1,700	\$ 4,640	\$ 3,790	\$ 1,300	\$ 1,900	\$ 1,900
PROJ MGT	44,310			7,350	10,110	8,850	6,000	6,000	6,000
DESIGN/ENG	81,000			12,000	12,000	25,000	10,000	12,000	10,000
IMPROVEMENTS	923,089	18,139	20,000	113,950	200,000	221,000	100,000	150,000	120,000
CONTINGENCY	87,275			16,440	17,000	16,485	7,350	15,000	15,000
SALES TAX	88,760			10,735	19,000	21,025	9,500	14,250	14,250
PERMITS	16,500			2,500	2,500	4,000	2,500	2,500	2,500
TOTAL	\$ 1,256,164	\$ 18,139	\$ 20,000	\$ 164,675	\$ 265,250	\$ 300,150	\$ 136,650	\$ 201,650	\$ 169,650

FUNDING SOURCE	TOTAL	FY 14 Est	FY 14 Amd	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
REET	\$ 290,051	\$ 18,139	\$ 20,000	\$ -	\$ 93,062	\$ 117,200	\$ 61,650	\$ -	\$ -
Park In Lieu	41,000			-	41,000				
MCI	153,850			24,500	63,600	65,750			
KC Youth Sports	362,676			70,088	67,588		75,000	75,000	75,000
RCO	187,287			70,087		117,200			
To Be Determined	221,300				-			126,650	94,650
TOTAL	\$ 1,256,164	\$ 18,139	\$ 20,000	\$ 164,675	\$ 265,250	\$ 300,150	\$ 136,650	\$ 201,650	\$ 169,650

*Excludes FY 14 Amd



2015 - 2020 CAPITAL IMPROVEMENT PLAN

Municipal Capital Improvement

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	General Government	PROJECT NO.	310.056
PROJECT	Marina District Banners and Civic Readerboards	PROJECT STATUS:	
		Preliminary Estimate	X
		Plans in Preparation	
		P.S.E. Complete	
LOCATION	Kent/Des Moines Road at Pacific Highway, Marina District at MVDS and S. 216th at Activity Center		
DESCRIPTION:	Civic Readerboards and Marina District Banners to improve citizen communications, create a sense of place and promote Des Moines as a destination. Projects to be supported with sponsorships and grants. 2014- request is for final \$3,500 sign cost and \$3,500 installation cost.		

EXPENDITURE SCHEDULE									
COST ELEMENTS	TOTAL*	FY 14 Est	FY 14 Amd	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
ADMINISTRATION	\$ 24		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CIP PROJ MGT	-								
DESIGN/ENGINEERING	-								
MARINA DISTRICT BANNER	17,287	2,981	6,000	6,000	6,000				
CIVIC READERBOARDS-3	73,003	23,003	23,000	25,000	25,000				
IMPROVEMENTS									
INSPECTION/PERMITS	-								
CONTINGENCY	-								
SALES TAX	-								
OTHER	-								
TOTAL	\$ 90,314	\$ 25,984	\$ 29,000	\$ 31,000	\$ 31,000	\$ -	\$ -	\$ -	\$ -

FUNDING SOURCES	TOTAL*	FY 14 Est	FY 14 Amd	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
MCI	\$ 18,330	\$ 6,384	\$ 16,000	\$ 9,616	\$ -	\$ -	\$ -	\$ -	\$ -
TBD-Outside Funding	71,984	19,600	13,000	21,384	31,000				
TOTAL	\$ 90,314	\$ 25,984	\$ 29,000	\$ 31,000	\$ 31,000	\$ -	\$ -	\$ -	\$ -

*Excludes FY 14 Amd



**CAPITAL IMPROVEMENT PLAN
REQUEST FORM**

CATEGORY	Transportation	PROJECT NO.	319.614
PROJECT	South 268th Street Sidewalks	Project Type:	Improvement
LOCATION	South 268th Street Sidewalks (16th Ave South to 19th Ave South)	Council Goals met:	
DESCRIPTION:	Install sidewalks on both sides of South 268th Street between 16th Ave	Council Objectives met:	
		Project Status	

EXPENDITURE SCHEDULE								
COST ELEMENTS	TOTAL*	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
ADMIN (CITY STAFF)	\$ 10,000		\$ 5,000	\$ 5,000				
CIP PROJ MANAGEMENT	15,000		5,000	10,000				
DESIGN / ENGINEERING	70,000		60,000	10,000				
LAND	-							
BUILDINGS	-							
IMPROVEMENTS	385,000			385,000				
INSPECTION	40,000			40,000				
CONTINGENCY	50,000			50,000				
UTILITY UNDERGROUNDING	125,000			125,000				
OTHER - PERMIT	-							
TOTAL	\$ 695,000		\$ 70,000	\$ 625,000				

FUNDING SOURCES	TOTAL*	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
Traffic Safety Program (ASE)	\$ 165,000		\$ 35,000	\$ 130,000				
Transportation CIP Fund	99,000		24,000	75,000				
WSDOT SRTS (unconfirmed)	431,000		11,000	420,000				
TOTAL	\$ 695,000		\$ 70,000	\$ 625,000				

*Excludes FY 14 Amd



2015 - 2020 CAPITAL IMPROVEMENT PLAN

Transportation CIP Fund

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Transportation	PROJECT NO. 319.326
PROJECT	Saltwater State Park Bridge Seismic Retrofit	Project Type: Restore/rehab
LOCATION	Marine View Drive and S. 252nd St.	Council Goals: 1, 2
DESCRIPTION:	Repairs and seismic retrofitting of the bridge. Patch and repair spalling areas.	Council Objectives met:
		Project Status: Adopted

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL*	FY 13 Act	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19
ADMIN/City Staff (BRAC)	\$ 70,375	\$ 12,534	\$ 27,466	\$ 30,375				
ADMIN/City Staff (Local)	36,503	2,091	2,534					
DESIGN / ENGINEERING (BRAC)	475,000	185,885	289,115					
DESIGN / ENGINEERING (Local)	256,987		118,550					
LAND	-							
BUILDINGS	-							
IMPROVEMENTS (BRAC)	2,383,218		953,287	1,429,931				
IMPROVEMENTS (Local)	351,570		140,628	210,942				
CONTINGENCY (BRAC)	250,000			250,000				
CONTINGENCY (Local)	20,000			20,000				
CM, CE, & Insp. (BRAC)	490,375		196,150	294,225				
CM, CE, & Insp. (Local)	-							
SALES TAX	-							
OTHER	-							
TOTAL	\$ 4,334,027	\$ 200,509	\$ 1,727,730	\$ 2,235,473				

UNFUNDED IMPROVEMENTS

FUNDING SOURCES	TOTAL*	FY 13 Act	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19
STP Funds (Unconfirmed)	\$ -	\$ -	\$ -	\$ -				
Transportation CIP Fund	623,969	200,509	61,203	230,942				
2008 Bond Proceeds	39,000							
BRAC (Confirmed)	3,671,058	-	1,666,527	2,004,531				
TOTAL	\$ 4,334,027	\$ 200,509	\$ 1,727,730	\$ 2,235,473				



2015 - 2020 CAPITAL IMPROVEMENT PLAN

Transportation CIP Fund

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Transportation	PROJECT NC	319,300
PROGRAM	Des Moines Transportation Gateway	Project Type:	Capacity
PROJECT	24th Avenue South Improvement Project	Council Goals	1, 2, 3
		Council Objectives met:	
		Project Status	Adopted

LOCATION 24th Avenue South - South 216th Street to South 208th Street

DESCRIPTION: Reconstruct roadway to five-lane cross section.

EXPENDITURE SCHEDULE								
COST ELEMENTS	TOTAL*	Prior Years	FY 12 Act	FY 13 Act	FY 14 Est	FY 15	FY 16	FY 17
ADMIN (CITY STAFF)	\$ 204,825	\$ 79,065	\$ 31,811	\$ 38,949	\$ 40,000	\$ 15,000		
CIP PROJ MANAGEMENT	63,066			13,066	30,000	20,000		
DESIGN / ENGINEERING	1,036,918	875,413	101,365	30,140	30,000			
LAND	322,460	322,460						
LAND - Prologis	208,390	208,390						
LAND - Port of Seattle	488,370	488,370						
ROW SERVICES	157,498	72,113	84,903	482				
IMPROVEMENTS	4,305,756			946,853	3,058,903	300,000		
INSPECTION	796,323			223,500	472,823	100,000		
CONTINGENCY	150,000				50,000	100,000		
Underground PSE Utilities	145,770		-		145,770			
PSE Sch. 74 Construction Agreement	250,000				250,000			
Comcast	59,676		-		59,676			
CenturyLink (Qwest)	70,291		-		70,291			
Midway Sewer	-		-		-			
Highline Water District	557,660		-		557,660			
Miscellaneous	-		-					
TOTAL	\$ 8,817,003	\$ 2,045,811	\$ 218,079	\$ 1,252,990	\$ 4,765,123	\$ 535,000		

FUNDING SOURCES	TOTAL*	Prior Years	FY 12 Act	FY 13 Act	FY 14 Est	FY 15	FY 16	FY 17
PWTF Loan - Design (Confirmed)	\$ 330,000	\$ 330,000	\$ -	\$ -	\$ -			
FHWA - STP (Confirmed)	3,000,000	-		\$ 817,284	2,182,716			
POS D.A. FEES (Confirmed)	3,500,000	-		3,500,000				
POS ROW Agreement	488,370	488,370						
ROW In-Lieu - Prologis (Received)	208,390	208,390						
IN-LIEU FEES - Prologis (Received)	820,000	820,000						
Traffic Impact Fees	330,593	27,952	-		152,641	150,000		
Comcast	134,240	-	-		134,240			
CenturyLink (Qwest)	30,805	-	-		30,805			
PSE Gas	50,218	-	5,280		44,938			
Highline Water District	617,660	-	-	60,000	557,660			
Transportation CIP Fund	(693,273)	171,099	212,799	(3,124,294)	1,662,123	385,000		
TOTAL	\$ 8,817,003	\$ 2,045,811	\$ 218,079	\$ 1,252,990	\$ 4,765,123	\$ 535,000		

*Excludes FY 14 Amd



CAPITAL IMPROVEMENT PLAN REQUEST FORM

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

EXPENDITURE SCHEDULE

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

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

*Excludes FY 14 Amd



2015 - 2020 CAPITAL IMPROVEMENT PLAN

Transportation CIP Fund

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Transportation	PROJECT NO.	319.301
PROJECT	16th Avenue South Improvement - Segment 5A	Project Type:	Improvement
		Council Goals met:	2
		Council Objectives met:	
		Project Status	Adopted
LOCATION	South 272nd Street to approximately 1000 feet south of South 272nd Street		
DESCRIPTION:	Install curbs, gutters, sidewalks, enclosed drainage system, and bike lanes along both sides of the street. Improve		

EXPENDITURE SCHEDULE								
COST ELEMENTS	TOTAL	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
ADMIN (CITY STAFF)	\$ 76,500		\$ 22,500	\$ 16,500	\$ 12,500	\$ 15,000	\$ 10,000	
CIP PROJECT MGMNT	3,600			1,100	1,250	1,250		
DESIGN / ENGINEERING	216,339		106,339	110,000				
LAND	40,000				40,000			
BUILDINGS	-							
IMPROVEMENTS	910,000					600,000	310,000	
INSPECTION	45,000					25,000	20,000	
CONTINGENCY	100,000					65,000	35,000	
OTHER	-							
TOTAL	\$ 1,391,439		\$ 128,839	\$ 127,600	\$ 53,750	\$ 706,250	\$ 375,000	

FUNDING SOURCES	TOTAL	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
TRAFFIC IMPACT FEES	\$ 50,600		\$ -	\$ -	\$ 5,000	\$ 20,600	\$ 25,000	
IN-LIEU FEES (unconfirmed)	562,000			127,600	48,750	385,650		
In-Lieu Ashton (Received)	128,839		128,839					
TIB (Unconfirmed)	650,000					300,000	350,000	
Transportation CIP Fund	-			-	-			
TOTAL	\$ 1,391,439		\$ 128,839	\$ 127,600	\$ 53,750	\$ 706,250	\$ 375,000	

*Excludes FY 14 Amd



2015 - 2020 CAPITAL IMPROVEMENT PLAN

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Transportation	PROJECT NO.	319.345
PROJECT	Barnes Creek Trail/ SR 509 Right-of-Way Acquisition	Project Type:	
		Council Goals met:	2, 4, 5, 10
		Council Objectives met:	
		Project Status	Design
LOCATION	SR 509 Right-of-Way from South 216th Street to Kent Des Moines Road		
DESCRIPTION:	Based on the results of the SR 509 highest and best use study, work with the WSDOT to acquire the right of way. The cost to acquire the property is not included in this project.		

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL	Prior Years	FY 12 Act	FY 13 Act	FY 14 Est	FY 15	FY 16	FY 17	FY 18
ADMIN (CITY STAFF)	\$ 133,736	\$ 19,446	\$ 28,814	\$ 475	\$ 10,000	\$ 25,000	\$ 20,000	\$ 20,000	\$ 10,000
CIP PROJ MANAGEMENT	90,091			91				50,000	40,000
DESIGN / ENGINEERING	676,529		88,365	8,164	50,000	430,000	100,000		
SURVEYS/APPRAISALS/CULTURAL RES	-		-						
LAND	472,034					472,034			
LAND - WSDOT (Portion of Seg. 1)	1,360,000		1,360,000						
BUILDINGS	-								
IMPROVEMENTS	2,420,000							1,720,000	700,000
INSPECTION	300,000							200,000	100,000
CONTINGENCY	150,000							100,000	50,000
OTHER - WSDOT, etc	-		-						
TOTAL	\$ 5,602,390	\$ 19,446	\$ 1,477,179	\$ 8,730	\$ 60,000	\$ 927,034	\$ 120,000	\$ 2,090,000	\$ 900,000

FUNDING SOURCES	TOTAL		FY 12 Act	FY 13 Act	FY 14 Est	FY 15	FY 16	FY 17	FY 18
Transportation CIP Fund	\$ 68,355	\$ (80,554)	\$ 29,840	\$ (135,931)	\$ 15,000	\$ 140,000	\$ 100,000		
RCO (unconfirmed)	-	-							
LAND - WSDOT (Portion of Seg. 1)	1,360,000	-	1,360,000						
King County Conservation Grant 2010 (Conf)	472,034	-	-			472,034			
King County Conservation Grant 2011 (Conf)	44,182	-	44,182						
King County Conservation Grant (Unconfirmed)	-	-							
King County Trail Levy (Confirmed trail)	287,819	100,000	43,157	144,662					
CMAQ-Design (Confirmed)	380,000				45,000	315,000	20,000		
CMAQ-Construction (Unconfirmed)	2,990,000							2,090,000	900,000
TOTAL	\$ 5,602,390	\$ 19,446	\$ 1,477,179	\$ 8,730	\$ 60,000	\$ 927,034	\$ 120,000	\$ 2,090,000	\$ 900,000

*Excludes FY 14 Amd



2015 - 2020 CAPITAL IMPROVEMENT PLAN

Transportation CIP Fund

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Transportation	PROJECT NO.	319.336
PROJECT	South 224th Street Improvement Project	Project Type:	Improve
LOCATION	Pacific Highway South to 30th Avenue South	Council Goals met:	1, 2, 3
DESCRIPTION:	Provide for the design of improvements consistent with the Pacific Ridge Neighborhood Improvement Plan.	Council Objectives met:	
		Project Status	Adopted

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL*	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
ADMIN (CITY STAFF)	\$ 20,000	\$ 2,000	\$ 18,000					
CIP PROJ MANAGEMENT	15,000		15,000					
DESIGN / ENGINEERING	80,000		80,000					
LAND	35,000		35,000					
BUILDINGS	-							
IMPROVEMENTS	324,617		324,617					
WD #54 IMPROVEMENTS	-							
INSPECTION	40,000		40,000					
CONTINGENCY	75,000		75,000					
UTILITY UNDERGROUNDING	25,000		25,000					
OTHER	-							
TOTAL	\$ 614,617	\$ 2,000	\$ 612,617					

FUNDING SOURCES	TOTAL*	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
PACIFIC RIDGE MITIGATION FEES (Secured)	\$ 326,163	\$ 2,000	\$ 324,163					
CDBG (Unsecured)	-							
PACIFIC RIDGE MIT. FEES - Artemis (Unsecured)	288,454		288,454					
	-							
TOTAL	\$ 614,617	\$ 2,000	\$ 612,617					

*Excludes FY 14 Amd



2015 - 2020 CAPITAL IMPROVEMENT PLAN

Transportation CIP Fund

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Transportation	PROJECT NO.	319.610
PROJECT	Redondo Area Improvements	Project Type:	Improve
LOCATION		Council Goals met:	1, 2, 3
		Council Objectives met:	
		Project Status	New
DESCRIPTION:		Develop a parking management plan strategy and apply program and	

EXPENDITURE SCHEDULE								
COST ELEMENTS	TOTAL*	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
ADMIN (CITY STAFF)	\$ 10,000	\$ 5,000	\$ 5,000	\$ -				
CIP PROJ MANAGEMENT	-							
DESIGN / ENGINEERING	100,000	60,000	40,000					
LAND	-							
BUILDINGS	-							
IMPROVEMENTS	500,000			500,000				
WD #54 IMPROVEMENTS	-							
INSPECTION	-							
CONTINGENCY	-							
UTILITY UNDERGROUNDING	-							
OTHER	-							
TOTAL	\$ 610,000	\$ 65,000	\$ 45,000	\$ 500,000				
Unfunded Improvements				\$ 500,000				
FUNDING SOURCES	TOTAL*	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
Traffic Impact Fees	\$ -			\$ -				
Transportation CIP Fund	110,000	65,000	45,000					
Funding Source (unidentified)	500,000			500,000				
TOTAL	\$ 610,000	\$ 65,000	\$ 45,000	\$ 500,000				

*Excludes FY 14 Amd



2015 - 2020 CAPITAL IMPROVEMENT PLAN

Transportation CIP Fund

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Transportation	PROJECT NO.	319.606
PROJECT	Midway Elementary - Safe Routes to School	Project Type:	Improvement
LOCATION	24th Ave. S. between South 224th St. and South 227th St	Council Goals met:	
DESCRIPTION:	Install sidewalk, widened shoulders, overhead school crossing sign for school crossing.	Council Objectives met:	
		Project Status	

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL*	FY 13 Act	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
ADMIN (CITY STAFF)	\$ 22,377	\$ 4,877	\$ 7,500	\$ 10,000					
CIP PROJ MANAGEMENT	15,196	196		15,000					
DESIGN / ENGINEERING	59,218	13,718	15,500	30,000					
LAND	24,000			24,000					
BUILDINGS	-								
IMPROVEMENTS	400,000			400,000					
INSPECTION	20,000			20,000					
CONTINGENCY	75,000			75,000					
UTILITY UNDERGROUNDING	40,000			40,000					
OTHER - PERMIT	-								
TOTAL	\$ 655,791	\$ 18,791	\$ 23,000	\$ 614,000					

FUNDING SOURCES	TOTAL*	FY 13 Act	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
TIB (Unconfirmed)	\$ -	\$ -	\$ -	\$ -					
Traffic Safety Program (ASE)	239,047	18,791	23,000	197,256					
SWM CIP 451.815 Transfer	260,100			260,100					
Traffic Impact Fees	77,700			77,700					
Transportation CIP Fund	78,944			78,944					
TOTAL	\$ 655,791	\$ 18,791	\$ 23,000	\$ 614,000					

*Excludes FY 14 Amd



2015 - 2020 CAPITAL IMPROVEMENT PLAN

Transportation CIP Fund

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Transportation	PROJECT NO.	319.608
PROJECT	Marine View Drive and S. 240th Street Roundabout	Project Type:	Improvement
LOCATION	Marine View Drive and South 240th Street Intersection	Council Goals met:	
DESCRIPTION:	Realign intersection and install Roundabout	Council Objectives met:	
		Project Status:	

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL*	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
ADMIN (CITY STAFF)	\$ 15,000	\$ 5,000	\$ 5,000	\$ 5,000				
CIP PROJ MANAGEMENT	35,000		10,000	20,000	5,000			
DESIGN / ENGINEERING	226,653	45,000	181,653					
LAND	251,400			251,400				
BUILDINGS	-							
IMPROVEMENTS	1,288,532			488,532	800,000			
INSPECTION	193,280			93,280	100,000			
CONTINGENCY	200,000			100,000	100,000			
UTILITY UNDERGROUNDING	-							
OTHER - PERMIT	-							
TOTAL	\$ 2,209,865	\$ 50,000	\$ 196,653	\$ 958,212	\$ 1,005,000			

FUNDING SOURCES	TOTAL*	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
TIB (Unconfirmed)	\$ 1,250,000		\$ 118,581	\$ 662,766	\$ 468,653			
HES Safety Grant (Unconfirmed)	-							
Traffic Safety Program	-							
Traffic Impact Fees	128,072	50,000	78,072					
Landmark in-lieu (Unconfirmed)	831,793			295,446	536,347			
Transportation CIP Fund	-							
TOTAL	\$ 2,209,865	\$ 50,000	\$ 196,653	\$ 958,212	\$ 1,005,000			

*Excludes FY 14 Amd



2015 - 2020 CAPITAL IMPROVEMENT PLAN

Transportation CIP Fund

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Transportation	PROJECT NO.	319,100
PROJECT	Pavement Management Program	Project Type:	Maintenance
LOCATION	City Wide	Council Goals met:	2
		Council Objectives met	
		Project Status	
DESCRIPTION:	Maintain and preserve the integrity of the City's existing roadway surfaces through a combination of pavement rehabilitation measures, such as chip seals, patches and overlays.		

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL*	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
ADMIN (CITY STAFF)	\$ 111,788	\$ 1,000	\$ 4,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
CIP PROJ MGMNT	50,781							
DESIGN / ENGINEERING	149,423							
LAND	-							
BUILDINGS	-							
IMPROVEMENTS	2,366,883		55,000	97,000	97,000	72,000	72,000	72,000
INSPECTION	219,968							
CONTINGENCY	-							
SALES TAX	-							
OTHER	49,372							
TOTAL	\$ 2,948,215	\$ 1,000	\$ 59,000	\$ 100,000	\$ 100,000	\$ 75,000	\$ 75,000	\$ 75,000

UNFUNDED IMPROVEMENTS	\$ 9,315,000	\$ 1,399,000	\$ 1,341,000	\$ 1,300,000	\$ 1,300,000	\$ 1,325,000	\$ 1,325,000	\$ 1,325,000
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FUNDING SOURCES	TOTAL*	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
Midway (250th)	\$ 65,000	\$ -						
Seattle Public Utilities	1,800							
Puget Sound Energy	350							
SWM - 451.813	-							
Transportation Benefit District	60,000	1,000	59,000					
Transfer from MCI	444,375	19,375	-	100,000	100,000	75,000	75,000	75,000
Transportation CIP Fund	2,376,690	(19,375)						
TOTAL	\$ 2,948,215	\$ 1,000	\$ 59,000	\$ 100,000	\$ 100,000	\$ 75,000	\$ 75,000	\$ 75,000

*Excludes FY 14 Amd



2015 - 2020 CAPITAL IMPROVEMENT PLAN

Transportation CIP Fund

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Transportation	PROJECT NO.	319.103
PROJECT	Annual Guardrail Program	Project Type:	
LOCATION	City Wide	Council	1. Protect people and property
DESCRIPTION:	Install new guardrail or replace outdated guardrail in order to enhance roadside safety.	Council Objectives met:	--
		Project Status	Ongoing

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL*	Prior Years	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
ADMIN (CITY STAFF)	\$ 3,166	\$ 166			\$ 1,000		\$ 1,000		\$ 1,000
CIP PROJ MANAGEMENT	4,000	-	1,000		1,000		1,000		1,000
DESIGN / ENGINEERING	166	166							
LAND	-	-							
BUILDINGS	-	-							
IMPROVEMENTS	142,990	20,990	23,000		33,000		33,000		33,000
INSPECTION	-								
CONTINGENCY	-								
SALES TAX	-								
OTHER	-								
TOTAL	\$ 150,321	\$ 21,321	\$ 24,000	\$ -	\$ 35,000	\$ -	\$ 35,000	\$ -	\$ 35,000
UNFUNDED IMPROVEMENTS	\$ 105,000			\$ 35,000		\$ 35,000		\$ 35,000	
Transportation CIP Fund	\$ 150,321	\$ 21,321	\$ 24,000		\$ 35,000		\$ 35,000		\$ 35,000
TOTAL	\$ 150,321	\$ 21,321	\$ 24,000	\$ -	\$ 35,000	\$ -	\$ 35,000	\$ -	\$ 35,000

*Excludes FY 14 Amd



2015 - 2020 CAPITAL IMPROVEMENT PLAN

Transportation CIP Fund

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Transportation	PROJECT NO.	319.120
PROJECT	Annual Sidewalk Program	Project Type:	prolong life
LOCATION	City Wide	Council Goals met:	1, 2, 3
DESCRIPTION:	Maintain and preserve the integrity of the City's existing sidewalk system and pedestrian facilities.	Council Objectives met:	
		Project Status	Ongoing

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
ADMIN (CITY STAFF)	\$ 7,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
CIP PROJ MANAGEMENT	7,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
DESIGN / ENGINEERING	-							
LAND	-							
BUILDINGS	-							
IMPROVEMENTS	161,000	23,000	23,000	23,000	23,000	23,000	23,000	23,000
INSPECTION	-							
CONTINGENCY	-							
SALES TAX	-							
OTHER	-							
TOTAL	\$ 175,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000

UNFUNDED IMPROVEMENTS \$ -

FUNDING SOURCES	TOTAL	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
Transportation CIP Fund	\$ 175,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
TOTAL	\$ 175,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000

*Excludes FY 14 Amd



2015 - 2020 CAPITAL IMPROVEMENT PLAN

Transportation CIP Fund

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Transportation	PROJECT NO.	319.604
PROJECT	Citywide Arterial Street Improvements	Project Type:	Improve
LOCATION	Citywide	Council Goals met:	1, 2, 3
		Council Objectives met:	
		Project Status	Adopted
DESCRIPTION:	Improve visibility of traffic signal displays, install countdown pedestrian heads, upgrade street name signs and pavement markings.		

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL*	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19
ADMIN (CITY STAFF)	\$ 23,843	\$ 2,500	\$ -				
CIP PROJ MANAGEMENT	8,721	2,500	5,000				
DESIGN / ENGINEERING	-						
LAND	44,500	37,000	7,500				
BUILDINGS	-						
IMPROVEMENTS	170,936	63,861	12,500				
WD #54 IMPROVEMENTS	-						
INSPECTION	-						
CONTINGENCY	-						
UTILITY UNDERGROUNDING	-						
OTHER	-						
TOTAL	\$ 248,000	\$ 105,861	\$ 25,000				

FUNDING SOURCES	TOTAL*	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19
Transportation CIP Fund	\$ 14,117	\$ -	\$ -				
Highway Safety Improvement Program (Confirmed)	233,883	105,861	25,000				
	-						
	-						
	-						
TOTAL	\$ 248,000	\$ 105,861	\$ 25,000				

*Excludes FY 14 Amd



2015 - 2020 CAPITAL IMPROVEMENT PLAN

Marina

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Marina	PROJECT NO.	440,402
PROGRAM		PROJECT STATUS:	
PROJECT	Site Management Project-Redondo	Preliminary Estimate	
		Plans in Preparation	
		P.S.E. Complete	
LOCATION	Marina Parking Lots		
DESCRIPTION:			

EXPENDITURE SCHEDULE									
COST ELEMENTS	TOTAL*	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
ADMINISTRATION	\$ -	\$ -							
DESIGN/ENG	-								
BUILDINGS	-								
IMPROVEMENTS	125,278	5,278		120,000					
CONST MGMT	-								
CONTINGENCY	-								
SALES TAX	-								
OTHER	-								
PERMITS	-								
TOTAL	\$ 125,278	\$ 5,278		\$ 120,000					

FUNDING SOURCE	TOTAL*	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
Bond Proceeds	\$ -	\$ -		\$ -					
Marina Contributions	125,278	5,278		120,000					
	-								
	-								
TOTAL	\$ 125,278	\$ 5,278		\$ 120,000					



2015 - 2020 CAPITAL IMPROVEMENT PLAN

Marina

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Marina	PROJECT NO.	406.452
PROGRAM	South Parking Lot	PROJECT STATUS:	
PROJECT	Stormwater Retrofit - Design Only	Preliminary Estimate	X
		Plans in Preparation	
		P.S.E. Complete	
LOCATION			
DESCRIPTION:	Design a stormwater collection system for the South Parking Lot.		

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL*	FY 13	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
ADMINISTRATION	\$ 9,832		\$ 8,640	\$ 9,832					
DESIGN/ENG	112,302		87,360	24,942					
LAND	-								
BUILDINGS	-								
IMPROVEMENTS	-								
CONST MGMT	-								
CONTINGENCY	-								
SALES TAX	-								
PERMITS	-								
OTHER	-								
TOTAL	\$ 122,134		\$ 96,000	\$ 34,774					

FUNDING SOURCE	TOTAL*	FY 13	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
Bond Proceeds	\$ -		\$ -	\$ -					
DOE Grant	122,134		96,000	34,774					
TOTAL	\$ 122,134		\$ 96,000	\$ 34,774					



2015-2020 CAPITAL IMPROVEMENT PLAN

Surface Water Management

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Surface Water Management	PROJECT NO.	451.815
PROJECT	24th Avenue Pipeline Replacement/Upgrade	Project Type:	Upgrade
LOCATION	The east side of 24th Avenue S. between S. 226th and S	Council Goals met:	1, 3, 4
		Council Objectives met:	
DESCRIPTION:	Replacement of existing 12-inch storm drainage pipe with 36-inch trunkline.		

EXPENDITURE SCHEDULE									
COST ELEMENTS	TOTAL*	FY 14 Amd	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
ADMINISTRATION	\$ 9,000	\$ 9,000		\$ 9,000					
CIP PROJ MANAGEMENT	15,000	15,000		15,000					
Design	20,000	20,000		20,000					
Improvements	160,100	148,900		160,100					
Construction Management	24,000	20,000		24,000					
CONTINGENCY	32,000	29,800		32,000					
OTHER	-								
TOTAL	\$ 260,100	\$ 242,700		\$ 260,100					

FUNDING SOURCES	TOTAL*	FY 14 Amd	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
SWM CIP	\$ 260,100	\$ 242,700		\$ 260,100					
TOTAL	\$ 260,100	\$ 242,700		\$ 260,100					

*Excludes FY 14 Amd



2015-2020 CAPITAL IMPROVEMENT PLAN

Surface Water Management

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY Surface Water Management

PROJECT Lower Massey Creek Channel Modifications

LOCATION Massey Creek from 10th Avenue S to Marine View Drive

DESCRIPTION: Stream channel widening, berms and fish habitat features.

City Project # 451.821
 Dept Project # SWM-01
 Project Type: Enhancement
 Council Goals met: 4
 Council Objectives met:
 Project Status: Approved

EXPENDITURE SCHEDULE									
COST ELEMENTS	TOTAL*	FY 13 Act	FY 14 Amd	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19
ADMINISTRATION	\$ 36,676	\$ 1,676	\$ 12,324	\$ 10,000	\$ 25,000				
CIP PROJ MANAGEMENT	5,000		-		5,000				
DESIGN / ENGINEERING	234,887	150,735	79,265	84,152					
PERMITTING	100,000		100,000	100,000					
BUILDINGS	-		-						
IMPROVEMENTS	809,100		-		809,100				
INSPECTION	121,365		-		121,365				
CONTINGENCY	314,768		45,000	26,668	288,100				
OTHER	-								
TOTAL	\$ 1,621,795	\$ 152,410	\$ 236,590	\$ 220,820	\$ 1,248,565				

FUNDING SOURCES	TOTAL*	FY 13 Act	FY 14 Amd	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19
SWM CIP	\$ 1,241,795	\$ 152,410	\$ 236,590	\$ 220,820	\$ 868,565				
King County Flood Reduct. Grant**	200,000				200,000				
King County Flood Control Fund	180,000				180,000				
TOTAL	\$ 1,621,795	\$ 152,410	\$ 236,590	\$ 220,820	\$ 1,248,565				

*Excludes FY 14 Amd



2015-2020 CAPITAL IMPROVEMENT PLAN

Surface Water Management

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Surface Water Management	City Project #	451.804.00
PROJECT	Barnes Creek/Kent-Des Moines Road Culvert Replacement	Dept Project #	SWM-12
LOCATION	Barnes Creek at Kent Des Moines Road	Project Type:	Improvement
DESCRIPTION:	Replacement of the existing culvert with a new 42-inch diameter concrete culvert and installation of an energy dissipater structure at the downstream end of the culvert.	Council Goals met:	1, 2, 4
		Council Objectives met:	
		Project Status	

EXPENDITURE SCHEDULE									
COST ELEMENTS	TOTAL*	Prior Years	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
ADMINISTRATION	\$ 52,807	\$ 627	\$ 2,000	\$ 10,000	\$ 15,000	\$ 25,000			
CIP PROJ MANAGEMENT	10,000					10,000			
DESIGN	196,128	16,128			180,000				
Permitting	25,000				25,000				
BUILDINGS	-								
IMPROVEMENTS	752,500					752,500			
INSPECTION	135,000					135,000			
CONTINGENCY	339,300		6,000	7,500	100,000	225,800			
ALTERNATIVE ANALYSIS	102,000		27,000	75,000					
TOTAL	\$ 1,612,735	\$ 16,755	\$ 35,000	\$ 92,500	\$ 320,000	\$ 1,148,300			

FUNDING SOURCES	TOTAL*	Prior Years	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
SWM CIP	\$ 1,612,736	\$ 16,755	\$ 35,000	\$ 92,500	\$ 320,000	\$ 1,148,300			
TOTAL	\$ 1,612,736	\$ 16,755	\$ 35,000	\$ 92,500	\$ 320,000	\$ 1,148,300			

*Excludes FY 14 Amd

GENERAL INFORMATION

COMPARATIVE SUMMARY OF AD VALOREM TAXES
(\$ per \$1000 ASSESSED VALUE)

	2012 Tax Year Assessed in 2011			2013 Tax Year Assessed in 2012		
	ASSESSED	LEVY PER	AMOUNT	ASSESSED	LEVY PER	AMOUNT
	VALUE	\$1000 A.V.		VALUE	\$1000 A.V.	
<u>GENERAL LEVY</u>						
CURRENT EXPENSE	\$ 2,459,855,000	\$1.5798	\$ 3,885,979	\$ 2,291,203,000	\$1.5796	\$ 3,619,294
	2014 Tax Year Assessed in 2013			Est 2015 Tax Year Assessed in 2014		
	ASSESSED	LEVY PER	AMOUNT	ASSESSED	LEVY PER	AMOUNT
	VALUE	\$1000 A.V.		VALUE	\$1000 A.V.	
<u>GENERAL LEVY</u>						
CURRENT EXPENSE	\$ 2,249,628,000	\$1.5819	\$ 3,558,582	\$ 2,641,915,375	\$1.6545	\$ 4,371,100

RATIO of GOVERNMENTAL ACTIVITY GENERAL OBLIGATION DEBT
to ASSESSED VALUE and NET BONDED DEBT PER CAPITA
as of DECEMBER 31

<u>FISCAL YEAR</u>	<u>APRIL 1 POPULATION</u>	<u>ASSESSED VALUATION</u>	<u>DEBT</u>	<u>RATIO OF DEBT TO ASSESSED VALUE</u>	<u>DEBT PER CAPITA</u>
2005	28,960	\$2,183,647,000	\$4,915,059	0.8%	169.72
2006	29,020	\$2,357,985,000	\$4,088,469	0.7%	140.88
2007	29,090	\$2,590,865,000	\$3,285,078	0.6%	112.93
2008	29,180	\$2,908,318,000	\$4,012,534	0.5%	137.51
2009	29,270	\$3,267,952,000	\$4,295,811	0.4%	146.76
2010	29,673	\$2,758,797,000	\$4,024,709	0.3%	135.64
2011	29,680	\$2,696,885,000	\$3,953,740	0.3%	133.21
2012	29,700	\$2,439,855,000	\$3,665,513	0.2%	123.42
2013	26,730	\$2,291,203,000	\$3,400,795	0.1%	127.23
2014	30,030	\$ 2,249,628,000	\$ 3,100,291	0.1%	103.24
2015*	30,100	\$ 2,641,915,375	\$ 2,821,294	0.1%	93.73

* Estimated

CITY OF DES MOINES

DEBT LIMITATION AS OF DECEMBER 31, 2015

ESTIMATED ASSESSED VALUATION for 2015 TAXES	\$ 2,641,915,375
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GENERAL PURPOSES**Councilmanic:**

Capacity (1.50% of Assessed value)		39,628,731
Less:		
G.O. Bonds Outstanding	2,095,000	
State L.O.C.A.L. Program	68,269	
State PWTF	212,565	
		<u>2,375,834</u>
Available Councilmanic Capacity Excluding Capital Leases		37,252,897

Voter-Approved: 60 percent approval

Total Capacity (2.50% of Assessed Value)		66,047,884
Less:		
Councilmanic Outstanding		
Issued Voter-Approved		<u>0</u>
Available Voter-Approved Capacity		\$ 66,047,884

UTILITY PURPOSES

Voter-Approved:		
Capacity (2.5% of Assessed Value)		<u>66,047,884</u>
Available Utility Capacity		66,047,884

OPEN SPACE AND PARK FACILITIES

Voter-Approved:		
Capacity (2.5% of Assessed Value)		<u>66,047,884</u>
Available Open Space and Park Facilities Capacity		<u>66,047,884</u>
TOTAL AVAILABLE DEBT CAPACITY		<u><u>\$ 198,143,652</u></u>

CITY OF DES MOINES
Projected As of December 31, 2015

SUMMARY OF DEBT (EXCEPT L.I.D.'s)

<u>PURPOSE</u>		<u>ORIGINAL ISSUE AMOUNT</u>	<u>DATED</u>	<u>INTEREST RATE(S)</u>	<u>MATURITY DATE</u>
GENERAL OBLIGATION DEBT					
COUNCILMANIC BONDS:					
2008 LTGO	Transportation	2,515,000	12/1/2008	4.00 - 4.75%	12/1/2028
2008B LTGO	Ref 1997- New City Hall Wing	935,000	12/1/2008	4.00 - 4.25%	2/1/2017
VOTER-APPROVED BONDS:					
None					
OTHER GENERAL OBLIGATION DEBT:					
2004 PWTF	Pac Highway Construction	2,250,000	6/29/2004	0.50%	7/1/2024
2009 PWTF	Gateway Construction	120,000	8/1/2006	0.50%	7/1/2028
2011 LOCAL	Energy Savings	106,138	11/6/2011		12/1/2021
Capital Lease	Document Mgmt System	17,739	8/4/2013	0.84%	10/15/2018
BUSINESS DEBT					
2008A LTGO	Marina	6,080,000	12/1/2008	4.00 - 4.75%	12/1/2028
2012 LTGO	Marina - 2002 Refunding	2,810,000	4/19/2012	2.00 - 4.00%	12/1/2022
OTHER BUSINESS DEBT:					
None					

CITY OF DES MOINES
Projected As of December 31, 2015

SUMMARY OF DEBT

PRINCIPAL DUE DATE	INTEREST DUE DATES	PRINCIPAL OUTSTANDING 12/31/2014	2015 DEBT SERVICE REQUIREMENTS			PRINCIPAL OUTSTANDING 12/31/2015
			PRINCIPAL	INTEREST	TOTAL	
12/1	6/1,12/1	1,965,000	105,000	88,763	193,763	1,860,000
12/1	6/1,12/1	340,000	105,000	14,450	119,450	235,000
TOTAL COUNCILMANIC BONDS		<u>2,305,000</u>	<u>210,000</u>	<u>103,213</u>	<u>313,213</u>	<u>2,095,000</u>
TOTAL VOTER APPROVED BONDS		<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
TOTAL G.O. BOND DEBT		<u>2,305,000</u>	<u>210,000</u>	<u>103,213</u>	<u>313,213</u>	<u>2,095,000</u>
6/30	6/30	236,184	23,618	1,181	24,799	212,566
6/30	6/30	446,078	31,863	2,230	34,093	414,215
12/1	6/1,12/1	78,262	9,993	3,154	13,147	68,269
Monthly	Monthly	34,767	3,523	101	3,624	31,244
TOTAL OTHER GENERAL DEBT		<u>795,291</u>	<u>68,997</u>	<u>6,666</u>	<u>75,663</u>	<u>726,294</u>
TOTAL GENERAL OBLIGATION DEBT		<u>\$ 3,100,291</u>	<u>\$ 278,997</u>	<u>\$ 109,879</u>	<u>\$ 388,876</u>	<u>\$ 2,821,294</u>
12/1	6/1,12/1	5,190,000	275,000	238,116	513,116	4,915,000
12/1	6/1,12/1	1,160,000	235,000	73,100	308,100	925,000
TOTAL REVENUE BONDED DEBT		<u>1,160,000</u>	<u>235,000</u>	<u>73,100</u>	<u>308,100</u>	<u>925,000</u>
TOTAL OTHER BUSINESS DEBT		<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
TOTAL UTILITY DEBT		<u>1,160,000</u>	<u>235,000</u>	<u>73,100</u>	<u>308,100</u>	<u>925,000</u>
TOTAL CITY DEBT		<u><u>\$ 4,260,291</u></u>	<u><u>\$ 513,997</u></u>	<u><u>\$ 182,979</u></u>	<u><u>\$ 696,976</u></u>	<u><u>\$ 3,746,294</u></u>

GLOSSARY OF TERMS

AD VALOREM TAXES - (Property Tax) A tax levied on the assessed value of real property.

APPROPRIATION - A legal authorization granted by a legislative body to make expenditures and to incur obligations for specific purposes. An appropriation is usually limited in amount and as to the time when it may be expended.

APPROPRIATION ORDINANCE OR RESOLUTION - An ordinance or resolution by means of which appropriations are given legal effect. It is the method by which the expenditure side of the annual operating budget is enacted into law by the legislative body.

ASSESSED VALUATION - A valuation set upon real estate or other property by the County Assessor as a basis for levying property taxes.

BASIS OF ACCOUNTING – The timing of recognition, that is, when the effects of transactions or events should be recognized for financial reporting purposes. For example, the effects of transactions or events can be recognized on an accrual basis (that is, when the transactions or events take place), or on a cash basis (that is, when cash is received or paid). Basis of accounting is an essential part of measurement focus because a particular timing of recognition is necessary to accomplish a particular measurement focus.

Cash Basis - A basis of accounting under which transactions are recognized only when cash is received or disbursed.

Accrual Basis - A basis of accounting under which transactions are recorded in the periods in which those transactions occur, rather than only in the periods in which cash is received or paid by the government.

Modified Accrual Basis - A basis of accounting according to which (a) revenues and other financial resources are recognized when they become available and measurable and (b) expenditures are recognized in the accounting period in which the fund liability is incurred, if measurable, except for un-matured interest on general long-term debt and certain similar accrued obligations, which should be recognized when due.

Modified Cash Basis – is the cash basis of accounting adjusted for Washington State statute. RCW 35.33.151 and RCW 35A.33.150 requires cities to keep their books open in order to pay December bills by the following January 20. RCW 36.40.200 requires counties to keep their books open until January 30 in order to pay December bills and charge the prior year.

BOND - A written promise to pay a specified sum of money, called the face value or principal amount, at a specified date or dates in the future, called the maturity date(s), together with

periodic interest at a specified rate. The difference between a note and a bond is that the latter runs for a longer period of time and requires greater legal formality.

BUDGET - A plan of financial operation embodying an estimate of proposed expenditures for a given period and the proposed means of financing them. Used without any modifier, the term usually indicates a financial plan for a single fiscal year. The term "budget" is used in two senses in practice. Sometimes it designates the financial plan presented to the appropriating body for adoption and sometimes the plan formally approved by that body. It is usually necessary to specify whether the budget under consideration is preliminary and tentative or whether the appropriating body has approved it.

BUDGETARY CONTROL - The control or management of a government or enterprise in accordance with an approved budget for the purpose of keeping expenditures within the limitations of available appropriations and available revenues.

BUDGET DOCUMENT - The instrument used by the budget-making authority to present a comprehensive financial program to the appropriating body. In addition to the budget document, an appropriation ordinance is necessary to formally approve the budget.

CAPITAL IMPROVEMENTS PROJECT - A plan for capital expenditures to be incurred each year over a fixed period of years to meet capital needs arising from the long-term work program or otherwise. It sets forth each project or other contemplated expenditure in which the government is to have a part and specifies the full resources estimated to be available to finance the projected expenditures.

CAPITAL OUTLAYS - Expenditures that result in the acquisition of or addition to fixed assets.

DEBT - An obligation resulting from the borrowing of money or from the purchase of goods and services. Debts of governments include bonds, registered warrants, notes, contracts and accounts payable.

DEBT SERVICE FUND - A fund established to account for the accumulation of resources for, and the payment of, general long-term debt principal and interest. Formerly called a sinking fund.

DEBT LIMIT - The maximum amount of gross or net debt that is legally permitted.

DEFICIT - (1) The excess of the liabilities of a fund over its assets. (2) The excess of expenditures over revenues during an accounting period; or, in the case of proprietary funds, the excess of expense over income during an accounting period.

EMPLOYEE/PERSONNEL BENEFITS - For budgeting purposes, employee benefits are employer payments for social security, retirement, group health and life insurance, and worker's compensation. These expenses are budgeted at the activity level.

ENTERPRISE FUND - Proprietary fund type used to report an activity for which a fee is charged to external users for goods or services.

EXPENDITURES - Decreases in net current assets. Expenditures include debt service, capital outlays, and those current operating costs that require the use of current assets.

EXPENSES - Decreases in net total assets. Expenses represent the total cost of operations during a period regardless of the timing of related expenditures.

FISCAL POLICY - The City Government's policies with respect to revenues, spending, and debt management as these relate to government services, programs and capital investment. Fiscal policy provides an agreed upon set of principles for the planning and programming of government budgets and their funding.

FISCAL YEAR - A 12-month period to which the annual operating budget applies and at the end of which a government determines its financial position and the results of its operations. The City begins its annual operations on the first day of January and ends on the last day of December.

FIXED ASSETS - Assets intended to be held or used for a long term purpose, such as land, buildings, improvements other than buildings, machinery and equipment. In common usage, the term refers only to operating facilities and equipment, not to long-term investments and other non-current assets. The City's capitalization threshold is \$5,000.

FUND - A fiscal and accounting entity with self-balancing set of accounts recording cash and other financial resources, together with all related liabilities and residual equities or balances, and changes therein, which are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations.

FUND BALANCE - The difference between assets and liabilities reported in a governmental fund.

GENERALLY ACCEPTED ACCOUNTING PRINCIPALS (GAAP) – Uniform minimum standards and guidelines for financial accounting and reporting. They govern the form and content of the financial statements of an entity. GAAP encompasses the conventions, rules and procedures necessary to define the accepted accounting practice at a particular time. They include not only broad guidelines of general application, but also detailed practices and procedures. GAAP provide a standard by which to measure financial presentations. The

primary authoritative body on the application of GAAP to state and local governments is the Governmental Accounting Standards Board.

GOVERNMENTAL ACCOUNTING STANDARDS BOARD (GASB) – The authoritative accounting and financial standard-setting body for government entities.

GENERAL FUND - Accounts for all revenues and expenditures that are not accounted for in any other fund except those required by statute. It is a fund supported by taxes, fees and other miscellaneous revenues.

GENERAL OBLIGATION BONDS - Bonds for the payment of which the full faith and credit of the issuing government are pledged. G.O. Bonds can be voter approved (unlimited-tax general obligation bond-UTGO) where property owners are assessed property taxes for the debt repayment, or non-voted (limited-tax general obligation bonds-LTGO) that are authorized by the governing authority (City Council) and are paid with existing tax revenues or another source.

INTERNAL SERVICE FUNDS – These funds account for operations that provide goods or services to other departments or funds of the City or to other governmental units on a cost-reimbursement basis.

INTERGOVERNMENTAL REVENUE - Funds received from federal, state and other local government sources in the form of grants, shared revenues, and payments in lieu of taxes.

LEVY - (1) (Verb) To impose taxes, special assessments or service charges for the support of government activities. (2) (Noun) The total amount of taxes, special assessments or service charges imposed by a government.

LIABILITY - A debt or other legal financial obligation.

LICENSES AND PERMITS - Documents issued in order to regulate various kinds of businesses and other activity within the community. A degree of inspection may accompany the issuing of a license or permit, as in the case of business licenses or building permits. In most instances, a fee is charged in conjunction with the issuance of a license or permit, generally to cover the cost of administration.

LID - Local Improvement District or Special Assessments made against certain properties to defray part or all of the cost of a specific improvement or service deemed to primarily benefit those properties.

LONG TERM DEBT - Debt with a maturity of more than one year after the date of issuance.

LIMITED TAX GENERAL OBLIGATION (LTGO) BONDS - See General Obligation Bonds

OPERATING BUDGET - Plans of current expenditures and the proposed means of financing them. The annual operating budget is the primary means by which most of the financing of acquisition, spending, and service delivery activities of a government are controlled. The use of annual operating budgets is usually required by law. Even where not required by law, however, annual operating budgets are essential to sound financial management and should be adopted by every government.

OPERATING TRANSFER - Routine and/or recurring transfers of assets between funds.

ORGANIZATIONAL CHART - A graphic portrayal of relationships among positions and officials established by the City.

PERSONNEL - Refers to the number of full-time or part-time regular authorized positions which may be employed within the operation of the City.

REFUNDING BONDS - Bonds issued to retire bonds already outstanding. The refunding bonds may be sold for cash and outstanding bonds redeemed in cash, or the refunding bonds may be exchanged with holders of outstanding bonds.

RESERVE - (1) An account used to segregate a portion of fund balance to indicate that it is not available for expenditure; and (2) an account used to segregate a portion of fund equity as legally set aside for a specific future use.

REVENUE - Income received by the City in support of a program of services to the community. It includes such items as property taxes, fees, user charges, grants, fines and forfeits, interest income and miscellaneous revenue. The term designates an increase to a fund's assets from other than expense refunds, capital contributions, and residual equity transfers.

REVENUE BONDS - Bonds whose principal and interest are secured by and payable exclusively from earnings of an enterprise or proprietary fund.

SALARIES AND WAGES - Monetary compensation in the form of an annual or hourly rate of pay for hours worked.

SERVICES AND CHARGES - Expenditures for services other than personal services which are required by the City in the administration of its assigned functions or which are legally or morally obligating on it; such as, contracted services, utilities, printing, advertising, insurance and rental of equipment.

SPECIAL REVENUE FUNDS - Funds used to account for the proceeds of specific revenue sources that are legally restricted to expenditure for specific purposes.

SUPPLIES AND MATERIALS - Articles and commodities which are consumed or materially altered when used; such as, office supplies, motor fuel, building supplies and postage.

TAXES - Compulsory charges levied by a government to finance services performed for the common benefit. This term does not include specific charges made against particular persons or property for current or permanent benefits, such as special assessments. Neither does the term include charges for services rendered only to those paying such charges (e.g., sewer service charges).

TAX RATE - The amount of tax stated in terms of a unit of the tax base. The amount of tax levied for each \$1,000 of market valuation.

TAX-RATE LIMIT - The maximum rate at which a government may levy a tax. The limit may apply to taxes raised for a particular purpose or to taxes imposed for all purposes and may apply to a single government or to a class of governments operating in a particular area. Overall tax rate limits usually restrict levies for all purposes and of all governments, state and local, having jurisdiction in a given area. The tax rate limit for general purposes for the City of Pasco is \$3.60.

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