

AGENDA

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

May 21, 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

Page 1 Item 1: WRIA 9 INTERLOCAL AGREEMENT PRESENTATION

CONSENT AGENDA

Page 17 Item 1: APPROVAL OF MINUTES
Motion is to approve the minutes of the April 30, 2015 regular City Council meeting.

Page 21 Item 2: AMEC CONTRACT SUPPLEMENT – PUBLIC WORKS YARD GROUNDWATER REMEDIATION WORK
Motion is to approve contract Supplement No. 6 for professional services with AMEC Foster Wheeler Environment & Infrastructure, Inc. for the groundwater remediation at the Public Works Yard in the amount of \$111,016.00 bringing the total amount for the contract to \$432,386, authorize the City Manager to approve additional supplements as necessary up to \$25,000 for the entire contract, and to authorize the City Manager to sign said supplement substantially in the form as submitted.

OLD BUSINESS

Page 43 Item 1: PARKS, RECREATION & SENIOR SERVICES NON-PROFIT FACILITY RATES
Staff Presentation: Parks, Recreation & Senior Services Director
Patrice Thorell

Page 53 Item 2: REDONDO PARKING MANAGEMENT PLAN: MAY 13, 2015 OPEN HOUSE BRIEFING
Staff Presentation: Associate Transportation Engineer Andrew Merges

NEW BUSINESS

Page 63 Item 1: PORT OF SEATTLE SUSTAINABLE AIRPORT MASTER PLAN BRIEFING
 (SAMP)
 Staff Presentation: Port of Seattle Staff

NEXT MEETING DATE

June 11, 2015

ADJOURNMENT

WRIA 9 Watershed-Based Restoration and Salmon Recovery in Des Moines



- Local governments working together to restore our watersheds for salmon and people



City of Des Moines City Council
April 30, 2015

Doug Osterman
Watershed Coordinator
Green/Duwamish and Central Puget Sound
Watershed (WRIA 9)



Purpose and Outline

Purpose:

- Update Council on salmon recovery progress at 10-year mark of recovery plan implementation
- Provide context for Des Moines's consideration of renewed 2016-2025 interlocal agreements

- I. Watershed geography
- II. Salmon recovery timeline
- III. Watershed-based recovery plans
- IV. Governance/leadership
- V. Funding
- VI. Accomplishments
- VII. Des Moines priorities
- VIII. Interlocal agreement renewal next steps

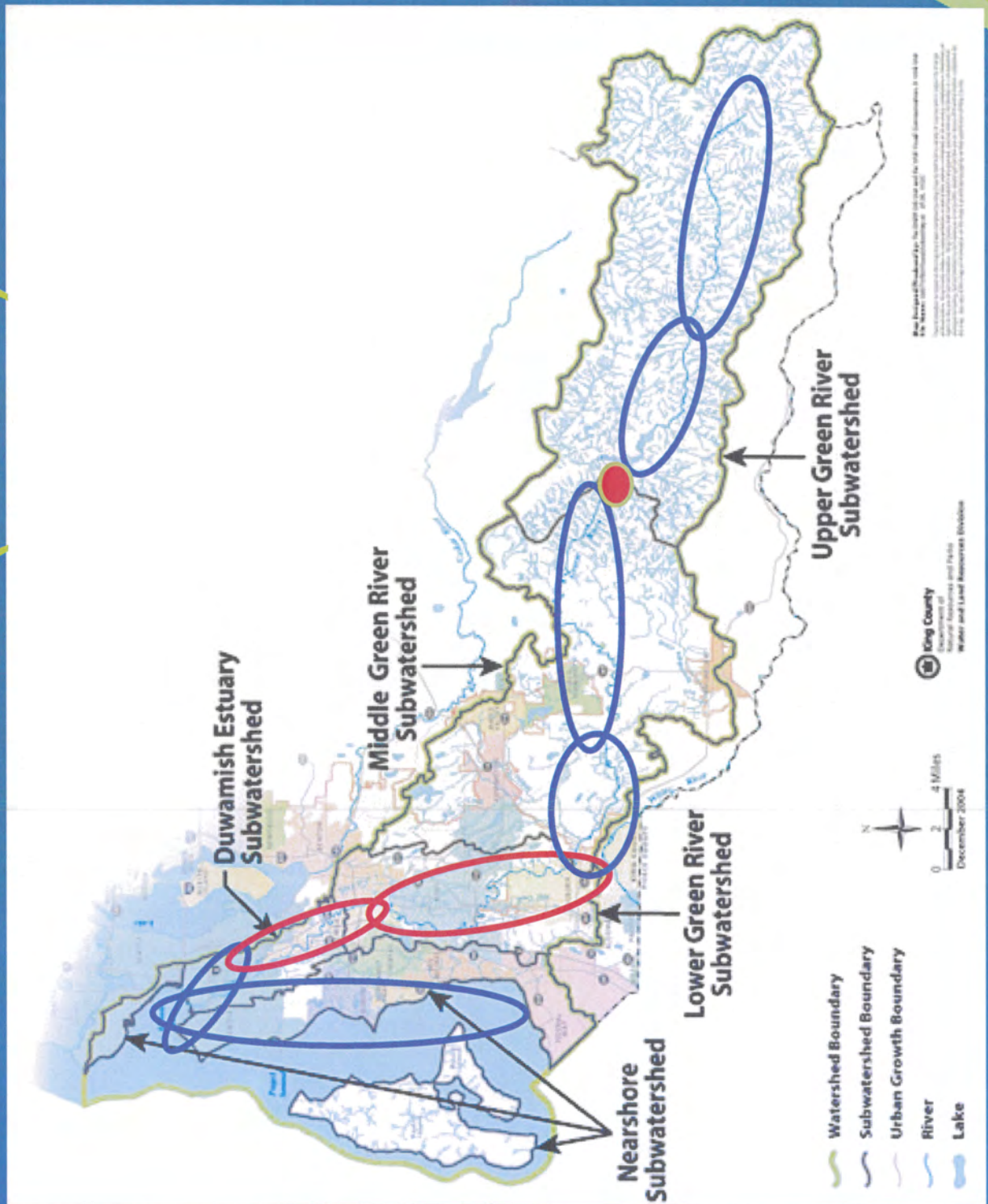


What's a WRIA?

- Water Resource Inventory Area
- WRIA 9 is: Green/Duwamish Central Puget Sound Watershed
- One of the most urban and populated watersheds in the state



Green/Duwamish & Central Puget Sound Watershed (WRIA 9)



The Road to Recovery



- 1999 Chinook salmon listed as threatened
- 2001 Jurisdictions sign interlocal agreement (ILA) to recover salmon
- 2005 Watershed recovery plan completed – chapter of Puget Sound Salmon Recovery Plan
- 2006 Begin first 10 years of implementation
- 2007 Federal adoption of Puget Sound Recovery Plan
ILA renewed
- 2015 First 10 years of implementation
Initial ILA sunsets



Salmon Recovery Plans: Watersheds as Part of Puget Sound



Governance / Leadership: WRIA 9 Watershed Ecosystem Forum

- Stakeholders representing:
 - **17 Local governments**
 - *Community and environmental organizations*
 - *Business*
 - *Port of Seattle*
 - *King Conservation District*
 - *Water and sewer districts*
 - *State and federal agencies*
 - *Citizens*
- Fostering strong regional collaboration and governance
- Leveraging individual jurisdiction dollars for watershed benefits



Role of the WRIA 9 Watershed Ecosystem Forum

- Directing implementation and funding
- Educating and engaging
- Providing policy direction
- Building capacity



Integrating Other Efforts

- Fish passage at Howard Hanson Dam and Tacoma Diversion Dam
- Hatchery & harvest management
- Lower Green River System-Wide Improvement Framework
- Providing education and stewardship services in partnership with Environmental Science Center, King Conservation District, Flood Control District, and community organizations.
- Regional stormwater management
- Riparian area stewardship and noxious weed treatment
- Puget Sound recovery



Funding for Salmon Recovery

WRIA 9 grant rounds allocate \$2.5 million annually

- **State and federal grants:**

- Salmon Recovery Funding Board
- Puget Sound Acquisition and Restoration
- EPA National Estuary Program – Puget Sound recovery

- **Local funding sources:**

- King Conservation District
- Cooperative Watershed Management Grants
(through King County Flood Control District)



Interlocal Agreement Funding

Local government partners share costs of coordination and implementation

Cost share formula: jurisdiction area / population / assessed value

Des Moines cost shares:

- Total WRIA 9 2015 ILA costs = \$411,961
 - Des Moines 2015 cost share = \$11,372



What have we accomplished?

WRIA 9

- 918 acres protected through acquisition or easement
- 80 acres of riparian area planted
- 1.2 miles of levees removed or set back
- 57 acres of floodplain reconnected
- 3,370 feet of marine shoreline restored
- \$137 million in grant funds leveraged by 2015



Des Moines Projects

- McSorley Creek Pocket Estuary Restoration: Creating marine shoreline habitat for juvenile salmon
- WRIA 9 nearshore data incorporated into City of Des Moines Shoreline Master Plan
- Coordination with Mount Rainier High School (MRHS) in developing the school's Environmental Sciences Academy.
- Massey Creek habitat restoration project coordination with the MRHS Environmental Sciences Academy, property owners, King Conservation District, and City of Des Moines.



What's Next?

Renewing Interlocal Agreement and Memorandum of Understanding

- **September 2014 – April/May:** Presentations to partner jurisdictions; ILA partners review and provide feedback on drafts
- **April/May:** Integrate feedback on draft ILA and MOU for approval by Watershed Ecosystem Forum (WEF)
- **May:** WEF-approved ILA distributed to jurisdictions
- **July 14:** The 2015 Yellow Bus Tour – mark your calendar
- **July 31:** Goal for jurisdictions to approve WRIA 9 ILA
- **December 31:** Absolute final ILA approval deadline



Ongoing Recovery

The future of salmon and watershed health is in the hands of every community.

Salmon recovery faces numerous challenges:

- *Public support and political will*
- *Adequate funding*
- *Climate change and ocean conditions*
- *Land use pressures*

Local governments working together do make a difference!



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MINUTES

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

April 30, 2015 – 7:00 p.m.

CALL TO ORDER

Mayor Kaplan called the meeting to order at 7:01 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Mayor Kaplan.

ROLL CALL

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

Staff present: City Manager Tony Piasecki; City Attorney Pat Bosmans; Assistant City Manager Michael Matthias; Planning, Building and Public Works Director Dan Brewer; Community Development Manager Denise Lathrop; Transportation Manager Brandon Carver; Marina Maintenance Manager Scott Wilkins; Municipal Court Judge Lisa Leone; Court Administrator Jennefer Johnson; Master Police Officer Tony Nowacki; City Clerk Bonnie Wilkins.

CORRESPONDENCE

There were no correspondences.

Mayor Kaplan announced that the FAA will be relocating their offices to the Des Moines Business Park.

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Councilmember Pennington:

- Very excited to see the future of the FAA.

Councilmember Sheckler:

- Former Councilmember Frank Clement passed away:
 - Served on Council from 1978-1987.
 - Services on May 1, 2015 at Prince of Peace Catholic Church.
 - Celebration of Life May 3, 2015 at the Tin Room.

Direction/Action

Motion made by Councilmember Sheckler to have flowers sent to the services of Former Councilmember Clement, an amount to be determined by the Mayor, paid from Council's Hearts and Flowers Fund; seconded by Mayor Pro Tem Pina. The motion passed 6-0.

- Gave a brief history lesson on the Des Moines Creek Business Park Development.

Mayor Pro Tem Pina:

- Thanked staff for all their hard work with the development of the Business Park.
- Thanked the community for coming to the meeting and letting their voices be heard on Sound Transit.

Councilmember Musser:

- Grace Lutheran's new sign.
- Excited to see what is going to come forward in the City with new development on the horizon.
- Thanked the community for coming out to discuss Sound Transit.
- Thanked staff for all their hard work.

Councilmember Nutting:

- Thanked staff for all their hard work regarding the FAA.
- Thanked the community for coming out to discuss their opinions on Sound Transit.
- Pool District Chair, Toni Overmyer would like to have a Council Liaison on panel.
 - Would like to apply for that appointment.

PRESIDING OFFICER'S REPORT

- Sound Transit Open House:
 - May 7th at Highline College, Building 8.
 - Next Council meeting at 7:30 p.m.
- Second Annual Clean Up Day:
 - May 9th, 9:30 a.m. to 11:00 p.m.
- South Sound Opening Day for Boating:
 - Held at Des Moines Yacht Club.
 - Open to the Public.
- Attended the Washington State Department of Labor & Industries Memorial Day:
 - 89 people lost their lives on the job.
- Council Vacancy Position open until May 22, 2015:
 - June 18, 2015 Council interviews and possible appointment.

ADMINISTRATION REPORT

Item 1: WRIA 9 INTERLOCAL AGREEMENT PRESENTATION

WRIA 9 Representative, Doug Osterman, could not attend the meeting and this item will be rescheduled to a later date.

- Harbormaster Joe Dusenbury was elected to fill a vacant position on the Board of the Des Moines Pool Metropolitan Park District.

CONSENT AGENDA

Item 1: CONFIRMATION OF CITY MANAGER'S APPOINTMENT OF LISA LEONE TO FILL THE UN-EXPIRED TERM OF THE VACANT MUNICIPAL COURT JUDGE POSITION

Motion is to confirm the City Manager's appointment of Lisa Leone to fill the unexpired term of the vacant Municipal Court Judge position effective May 11, 2015 through December 31, 2017.

Item 2: RESOLUTION SUPPORTING A STATE TRANSPORTATION REVENUE PACKAGE

Motion is to adopt Draft Resolution 15-077 expressing the City's support for a State Transportation Revenue Package.

Direction/Action

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

The motion passed 6-0.

NEW BUSINESS

Item 1: SWEARING IN OF MUNICIPAL COURT JUDGE
Staff Presentation: Mayor Dave Kaplan

Mayor Kaplan swore in new Municipal Court Judge, Lisa Leone.

Item 2: FEDERAL WAY LINK EXTENSION (FWLE) DEIS
Staff Presentation: Sound Transit Staff

Sound Transit Staff gave a video and power point presentation to Council on the route and station alternatives and impacts.

At 8:00 p.m. Councilmember Sheckler left the meeting.

COMMENTS FROM THE PUBLIC

- Dwight Hyland, 22868 & 23018 Pacific Highway South; Concerned on zoning impact in Pacific Ridge.
- Janine Mattoon, 2218 S 253rd Place; Concerned about the impact of the businesses and noise down Highway 99.
- Kevin Morris, not in attendance.
- Doug Birkeback, not in attendance.
- Mac McGlynn, not in attendance.
- JC Harris, not in attendance.
- Ekkarath Sisavatdy, 2123 S 254th; Wants convenience and opportunity for the station.
- Paula Fisher, 22615 19th Avenue S; Supports preserving the businesses and what is best for the City.
- Tim Chahal, 22246 Pacific Highway S; Supports the I-5 or the I-5 to SR99 alternative.
- Connie Midgett, 816 S 216th Street; Would like to have a station at 216th Street.
- Jane Mattson, 1826 S 240th; Would like to have a parking garage wherever the station is placed.
- Bob Pond, 23116 30th Avenue S; Would prefer light rail to go down Highway 99.

Mayor Kaplan asked if anyone else wished to speak. Seeing none, Mayor Kaplan asked if there were any questions from the audience:

- Shan Hoel, 201 S 216th Street; Wanted clarification on the meaning of displacement.

Cathal Ridge answered a few questions that were raised from the audience and Council.

- Jim Jolleymore, Would like the light rail to go down Highway 99.

NEXT MEETING DATE

May 7, 2015

ADJOURNMENT

Motion made by Councilmember Nutting to adjourn; seconded by Councilmember Pennington.
The motion passed 5-0.

The meeting was adjourned at 8:46 p.m.

Respectfully Submitted,
Bonnie Wilkins
City Clerk

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: AMEC Contract Supplement – Public Works Yard Groundwater Remediation Work

ATTACHMENTS:

1. AMEC Addendum to Services (Supplement No. 6)
2. Groundwater Analytical Results

FOR AGENDA OF: May 21, 2015

DEPT. OF ORIGIN: Planning, Building and Public Works

DATE SUBMITTED: May 13, 2015

CLEARANCES:

☒ Legal JS

☒ Finance DM

☐ Marina N/A

☐ Parks, Recreation & Senior Services N/A

☒ Planning, Building & Public Works DSB

☐ Police N/A

☐ Courts N/A

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda is to seek City Council approval of Supplement #6 (Attachment 1) of the contract with AMEC Foster Wheeler Environment & Infrastructure, Inc., extending the groundwater remediation work being done at the Public Works Yard (21650 11th Avenue South) for another two years. The remediation work is now in its final phase with 3-4 years of treatment remaining. Staff recommends approval of the contract supplement. The following motion will appear on the consent calendar:

Suggested Motion

Motion: “I move to approve contract Supplement No. 6 for professional services with AMEC Foster Wheeler Environment & Infrastructure, Inc. for the groundwater remediation at the Public Works Yard in the amount of \$111,016.00, bringing the total amount for the contract to \$432,386, authorize the City Manager to approve additional supplements as necessary up to \$25,000 for the entire contract, and to authorize the City Manager to sign said supplement substantially in the form as submitted.”

Background

In 1992, following a mandatory site characterization study, contaminated soil and groundwater was discovered in the vicinity of the gasoline fuel tank located east of the Public Works Building (21650 11th

Avenue South) and the adjoining property line. Subsequently, all of the tanks and fuel dispensers were removed.

In 1994, remediation of the contaminated soil and groundwater began using a soil vapor extraction system for the soil and a pump and treat system for the groundwater. Fifteen monitoring wells have been installed at the site with four of the wells being used as groundwater extraction wells before being treated in an air sparging tank and discharged to the Midway Sewer District system. In 1996, soil confirmation borings were made indicating that the soil contamination was below cleanup levels.

To speed up the groundwater remediation process that had been ongoing since 1994, the pump and treat system was modified in 2010 to pump/diffuse air into the groundwater to promote natural biodegradation of the contamination plume. Two additional extraction wells were also installed to increase the amount of pumping and to draw diffused air through the impacted groundwater. Following this work, an estimated 65,000 gallons was being pumped and treated per year. In 2014, necessary upgrades were made to the system by installing two additional in-well air diffusers and to redevelop well No. 3 that had been fouled with mildew and to replace the system compressor. These upgrades were approved as contract supplement 5.

Since operation of the groundwater treatment system, monitoring tests show that contamination levels of gasoline have dropped from 200,000 parts per billion (ppb) in 1994 to 91,000 ppb in 2008. Since the system was modified in 2010, the monitoring tests show gasoline levels have dropped to 15,000 ppb (See Attachment 2, February 18, 2015 tests from MW-3). Of the 15 monitoring wells, only two wells currently have groundwater readings above cleanup levels.

Discussion

Since the system was modified in 2010 and 2014, progress has been made in cleaning the groundwater, however, the remediation has been interrupted for extended periods of time due to system failure. The contamination plume has shrunk with two additional monitoring wells now reading below cleanup levels leaving just the two of the four recovery wells above cleanup levels. At the current pace of readings dropping by half every year, it is expected that within 3-4 years all of the wells will be below cleanup levels for all contaminants (gasoline, benzene, toluene, ethyl benzene and xylene). Once all readings are below cleanup levels for one year (four quarters) the remediation system is turned off and the site monitored for one year. Then, if the test readings remain below cleanup the site is considered clean and all wells are to be properly abandoned (filled).

The attached Addendum to Services (contract supplement No. 6) provides for two years of work (2015 through 2016) and includes:

1. Routine operation and system maintenance \$49,941
2. Quarterly sampling and required reports - sewer discharge report and groundwater monitoring report \$61,075

Given the age of the system, a \$25,000 contract contingency is being requested to cover unforeseen expenses such as equipment replacement or major repairs.

Financial Impact

Annual cost for the remedial work is approximately \$75,500. This includes the services provided by AMEC (\$56,000 annually), the discharge permit fee by Ecology (\$4,500), review charges by Ecology (\$2,500), and discharge costs to the Midway Sewer District System (\$3,500 annually). \$107,500 has been budgeted in the Self Insurance Fund to cover these expenses plus provide approximately \$41,000 as contingency for unanticipated costs (system repairs or equipment replacement).

Alternatives

Because work needs to be done in order to meet Department of Ecology compliance no alternative is suggested for the proposal of work for 2015 and 2016.

Recommendation or Conclusion

Substantial progress is finally being made to reduce the levels of groundwater contamination at the Public Works Yard site and staff anticipates that within 3-4 years using the current remediation system the site will reach cleanup levels and can begin the process of closure. Staff recommends approving the contract supplement with AMEC Earth & Environmental for continuing the site work for another two years (2015 and 2016).

Concurrence

The Finance Department has review the contract proposal and concurs that adequate funding is available and budgeted in the Self Insurance Fund for the work.

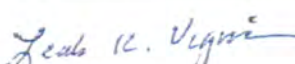
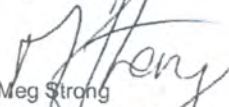
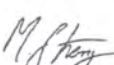
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ADDENDUM TO SERVICES

TO	City of Des Moines Department of Public Works 21650 11th Avenue South Des Moines, WA 98198 Attn: Loren Reinhold	DATE	PROPOSAL NO.	PAGE
		March 10, 2015	91P-22690	1 OF 1
		PROPOSAL NAME Groundwater Remediation Action Plan		
FROM	Amec Foster Wheeler Environment & Infrastructure, Inc 600 University Street, Suite 600 Seattle, WA 98101 Attn: Leah R. Vigoren	LOCATION Des Moines, WA		
		SUBJECT Supplemental 6 (Change Order #6)		

ITEM	SCOPE OF WORK	ESTIMATED COST
0	This addendum to our Master Services Agreement is Change Order #6 to Contract 91P-19822. The CO #6 budgets cover a two year contract period from 2015 to 2016. See attached proposal dated March 10, 2015.	
	CHANGE ORDER #6	
Task 1	Routine O&M	\$49,941
Task 2	Quarterly sampling and reporting	\$61,075
	CHANGE ORDER #6 BUDGET	\$111,016
	CHANGE ORDER #5	
Task 1	Routine O&M	\$25,553
Task 2	Quarterly sampling and reporting	-\$622
	CHANGE ORDER #5 BUDGET	\$24,931
	CHANGE ORDER #4 (12/19/2013)	\$0.00
	CHANGE ORDER #3 (approved on 12/13/2011 for two years 2012 to 2013)	\$129,730
	CHANGE ORDER #2	\$0.00
	CHANGE ORDER #1 (approved 2-19-10). Budget carry over plus add'l \$63,885 + \$15,150 =>	\$79,035
	Original proposal budget carry over (R Phase) \$151,559-\$63,885 =>	\$87,674
	BUDGET TOTAL	\$432,386

SUBMITTED BY	AUTHORIZED BY
 Leah R. Vigoren Project Manager	ORGANIZATION SIGNATURE AND DATE NAME AND TITLE
  meg.strong 2015-05-08 14:43-07:00 Senior Associate	



March 10, 2015
Proposal No. 91P-22690

City of Des Moines
Department of Public Works
21650 11th Avenue South
Des Moines, WA 98198

Attention: Loren Reinhold

Subject: Groundwater Remediation Action Plan
Supplement 6 (Change Order #6)
Des Moines, WA

Dear Mr. Reinhold:

This addendum to our Master Services Agreement is Change Order (CO) #6 to Contract 91-19822. The CO #6 budget covers a 2-year contract period, from 2015 to 2016.

The CO #6 scope of work covers on-going operations and maintenance (O&M), as well as sampling and reporting. Cost for each task is estimated, and it may be necessary to reallocate funds between the tasks; however, the overall contract amount of \$432,386 will not be exceeded without authorization.

Based on the continued scope of O&M and groundwater remediation services, CO #6 includes:

TASK 1

The scope of work for O&M includes monthly inspections and quarterly O&M. The monthly inspections include travel time to the site, travel expenses, parking expenses, system inspections, routine maintenance, and project management time. The quarterly inspections/activities include travel time, travel expenses, routine maintenance, miscellaneous parts, and project management time.

In addition, the budget includes miscellaneous O&M contingency costs, sparge tank upgrades, blower replacement, and peristaltic pump replacement (if necessary). The sparge tank upgrades include installation of a baffle in the tank to improve water treatment and decreasing the discharge line height to use less air pressure in sparge system, which will help protect the life of the blower and make the process more efficient. We also included costs to change out the granular activated carbon units.

The peristaltic pump replacement would allow for groundwater recovery from a second well, though at a very low flow rate.

11810 North Creek Parkway N
Bothell, Washington 98011
(425) 368-1000 Phone
(425) 368-1001 Facsimile
www.amecfw.com

TASK 2

The scope of work for quarterly sampling and reporting includes travel expenses, travel time, sampling, sampling supplies, sample analysis per quarter, webDMR, data calculations, monitoring flow totals, data download, 2015 and 2016 Annual Reports, and project management. Water samples will be collected from groundwater monitoring wells MW-3, MW-4, MW-5, MW-6, MW-13, MW-14, MW-15 (and potentially MW-12) and duplicates; and influent, effluent, and air system samples will be collected at discharge points. The groundwater monitoring well samples will be analyzed for gas and for benzene, toluene, ethylbenzene, and xylene (BTEX); water system samples will be analyzed for gas, BTEX, pH and lead; and air sample will be analyzed for gas and BTEX.

BUDGET

CHANGE ORDER #6

Task 1. Routine O&M	\$49,941
Task 2. Quarterly sampling and reporting	\$61,075
CHANGE ORDER #6 BUDGET	\$111,016

CHANGE ORDER #5

Task 1. Routine O&M	\$25,553
Task 2. Quarterly sampling and reporting	-\$622
CHANGE ORDER #5 BUDGET	\$24,931

CHANGE ORDER #4 (12/19/2013)	\$0.00
CHANGE ORDER #3 (approved on 12/13/2011 for two years 2012 to 2013)	\$129,730
CHANGE ORDER #2	\$0
CHANGE ORDER #1 (approved 2-19-10). Budget carry over plus add'l \$63,885 + \$15,150 =>	\$79,035
Original proposal budget carry over (R Phase) \$151,559-\$63,885 =>	\$87,674

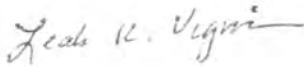
BUDGET TOTAL	\$432,386
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Original budget (\$151,559) approved on 9/11/2008 was under separate contract. Remaining budget was used under existing contract.

All services will be performed with our current Amec Foster Wheeler Time & Materials Services Agreement (US T&M 1-2015), a copy of which is attached. To authorize our proposed scope of work, please have an appropriate authority sign this form and return a copy to us.

Sincerely,

Amec Foster Wheeler Environment & Infrastructure, Inc.



Leah R. Vigoren
Project Manager



Meg Strong
Senior Associate

Cost Estimate and Items		Rate		O&M Activities		Sampling Activities		ESTIMATED TOTAL	
				Units	Est. Cost	Units	Est. Cost	Units	Est. Cost
LABOR	Principal	\$ 250.00		4	\$ 1,000.00	15	\$ 3,750.00	19	\$ 4,750.00
	Sr. Associate	\$ 200.00			\$ -		\$ -	0	\$ -
	Associate	\$ 185.00			\$ -		\$ -	0	\$ -
	Senior Engineer/Scientist 2	\$ 165.00		60	\$ 9,900.00	40	\$ 6,600.00	100	\$ 16,500.00
	Senior Engineer/Scientist 1	\$ 150.00			\$ -		\$ -	0	\$ -
	Staff Level III	\$ 135.00		40	\$ 5,400.00	150	\$ 20,250.00	190	\$ 25,650.00
	Staff Level II	\$ 125.00		120	\$ 15,000.00	100	\$ 12,500.00	220	\$ 27,500.00
	Staff Level I	\$ 110.00			\$ -		\$ -	0	\$ -
	Senior Technician	\$ 90.00			\$ -		\$ -	0	\$ -
	Technician 2	\$ 80.00			\$ -		\$ -	0	\$ -
	Technician 1	\$ 70.00			\$ -		\$ -	0	\$ -
	Technical Editor	\$ 110.00			\$ -		\$ -	0	\$ -
	Drafter	\$ 105.00			\$ -		\$ -	0	\$ -
	Project Assistant	\$ 75.00			\$ -		\$ -	0	\$ -
	Clerical/word processing	\$ 65.00			\$ -		\$ -	0	\$ -
DIRECT COST	Mileage/per mile	\$ 0.59		150	\$ 88.50	150	\$ 88.50	300	\$ 177.00
					\$ -		\$ -	0	\$ -
	Office overhead on staff (6%)				\$ 1,878.00		\$ 2,591.31	0	\$ 4,469.31
	Subcontractor handling (15%)				\$ 2,175.00		\$ 1,995.00	0	\$ 4,170.00
CONTRACTOR COST	Laboratory	\$ 1,600.00			\$ -	7	\$ 11,200.00	7	\$ 11,200.00
	Sampling supplies (pid, water level, flow through cell.	\$ 300.00			\$ -	7	\$ 2,100.00		
	Sparge tank upgrades	\$ 5,000.00		1	\$ 5,000.00		\$ -		
	Blower replacement	\$ 4,000.00		1	\$ 4,000.00		\$ -	1	\$ 4,000.00
	Penstaltic pump replacement (if necessary)	\$ 1,500.00		1	\$ 1,500.00		\$ -	1	\$ 1,500.00
	Misc. O&M	\$4,000.00		1	\$ 4,000.00		\$ -	1	\$ 4,000.00
	Total labor - hours				224		305		529
	Total labor - costs				\$ 31,300.00		\$ 43,100.00		\$ 74,400.00
	Total direct costs				\$ 4,141.50		\$ 4,674.81		\$ 8,816.31
	Total subcontractors				\$ 14,500.00		\$ 13,300.00		\$ 27,800.00
	Total Cost				\$ 49,941.50		\$ 61,074.81		\$ 111,016.31



**SERVICES AGREEMENT
(Time and Materials)**

THIS AGREEMENT (the "Agreement"), effective this ____ day of _____, 20__, is made by and between Amec Foster Wheeler Environment & Infrastructure, Inc., a Nevada corporation, with an address at 11810 North Creek Parkway N., Bothell, WA 98011 ("AmecFW") and City of Des Moines Department of Public Works, with an address at 21650 11th Avenue South, Des Moines, WA 98198 ("CLIENT").

NOW, THEREFORE, in consideration of the mutual undertakings and subject to the terms set forth below and intending to be legally bound, the parties agree as follows:

1. SCOPE OF SERVICES: This Agreement sets forth the terms and conditions pursuant to which AmecFW will provide CLIENT services (the "Services") as described in its proposal, dated March 10, 2015, attached as Exhibit 1.

2. COMPENSATION: AmecFW will be compensated in US dollars for its Services on a time-and-materials basis.

AmecFW shall be reimbursed for all hours worked, all applicable taxes, and other costs incurred at the rates and terms set forth on Exhibit 1. Should the total cost of AmecFW's performance be greater than the estimated amount, AmecFW will notify CLIENT and provide a revised estimate for CLIENT's approval. In such event, continued performance is subject to additional funding as mutually agreed.

In addition to the amount payable for services, CLIENT assumes full responsibility for the payment of any applicable sales, use, or value-added taxes under this Agreement, except as otherwise specified. If Services are required to be provided in any foreign jurisdiction (i.e. – outside the US), CLIENT shall compensate AmecFW for any and all additional taxes, penalties, duties, levies or other charges by any governmental authority assessed or imposed in relation to this Agreement or the Services or any part thereof, which exceed those imposed in the US and whether assessed or imposed on AmecFW, its employees, its subcontractors or otherwise.

Invoices will be submitted at least monthly for Services rendered. Terms of payment are net thirty (30) days from date of invoice with a one and one-half percent (1.5%) per month late fee on balances past due. Interest shall be computed at 31 days from the date of invoice. In addition, any collection fees, attorneys' fees, court costs, and other related expenses incurred by AmecFW in the collection of delinquent invoice amounts shall be paid by CLIENT.

Payment will be made to AmecFW at the address specified on AmecFW's invoice.

If CLIENT reasonably objects to all or any portion of an invoice, CLIENT shall notify AmecFW of that fact in writing within ten (10) days from the date of receipt of AmecFW's invoice, give reasons for the objection, and pay that portion of the invoice not reasonably in dispute. Failure of CLIENT to provide such written notice within the allowed ten (10) day period shall be deemed to be a waiver of all objections to that invoice.

CLIENT's payment shall represent CLIENT's acceptance of the Services invoiced by AmecFW. AmecFW may suspend performance of Services under this Agreement if: (i) CLIENT fails to make payment in accordance with the terms hereof, or (ii) AmecFW reasonably believes that CLIENT will be unable to pay AmecFW in accordance with the terms hereof and notifies CLIENT in writing prior to such suspension of Services. Such suspension shall continue until AmecFW has been paid in full for all balances past due including applicable service charges and CLIENT provides AmecFW with adequate assurance of CLIENT's ability to make future payments in accordance with the terms hereof. If any such suspension causes an increase in the time required for the performance of any part of the Services, the performance schedule and/or period for performance shall be extended for a period of time equal to the suspension period.

The rates stated in the Proposal or included in Exhibit 1 shall be the basis for determining AmecFW's compensation for any Services. After January 1 of each subsequent calendar year, the rates may be increased by AmecFW up to an overall average increase of five percent (5%); provided that an overall average increase in excess of five percent (5%) shall be subject to CLIENT's approval. AmecFW shall provide CLIENT with thirty (30) days advance notice of any change in rates.

3. STANDARD OF CARE: AMECFW will perform the Scope of Services specified utilizing that degree of skill and care ordinarily exercised under similar conditions by reputable members of AmecFW's profession practicing in the same or similar locality at the time of performance. NO OTHER WARRANTY, GUARANTY, OR REPRESENTATION, EXPRESS OR IMPLIED, IS MADE OR INTENDED IN THIS AGREEMENT, OR IN ANY COMMUNICATION (ORAL OR WRITTEN), REPORT, OPINION, DOCUMENT, OR INSTRUMENT OF SERVICE, AND THE SAME ARE SPECIFICALLY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. INDEPENDENT CONTRACTOR: AmecFW shall be fully independent and shall not act, except as permitted herein, as an agent or employee of CLIENT. AmecFW shall be solely responsible for its employees and for their compensation, benefits, contributions, and taxes, if any.

Unless otherwise agreed to in writing by AmecFW and CLIENT, neither party shall directly or indirectly solicit, hire or retain, or knowingly cause a third party to solicit, hire or retain, during the term of this Agreement and for a period of one (1) year after the date on which this Agreement terminates, any employee of the other party who works on the preparation of the Proposal or otherwise performs Services under or in connection with this Agreement. Nothing herein shall prevent either party from hiring any individual who responds to a general advertisement for services.

5. INSURANCE: AmecFW will maintain insurance for this Agreement in the following types and limits: (i) worker's compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL) (\$1,000,000 per occurrence / \$2,000,000 aggregate), and (iii) automobile liability insurance for bodily injury and property damage (\$1,000,000 CSL).

6. CHANGES: CLIENT may order changes within the general scope of the Services by altering, adding to, or deleting from the Services to be performed. Work beyond the scope of services or re-doing any part of the project through no fault of AmecFW, shall constitute extra work and shall be paid for on a time-and-materials basis in addition to any other payment provided for in this Agreement.

Should AmecFW encounter conditions which were (i) not reasonably anticipated, including, but not limited to, changes in applicable law, (ii) subsurface or otherwise concealed physical conditions that differ materially from those indicated in this Agreement or (iii) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in activities of the character contemplated by this Agreement, AmecFW shall promptly provide notice to CLIENT before the conditions are disturbed. CLIENT shall promptly investigate such conditions. If, in AmecFW's reasonable opinion, the conditions cause an increase or decrease in AmecFW's cost of, or time required for, performance of any part of its Services, CLIENT shall issue a Change Order with an equitable adjustment in AmecFW's compensation, schedule, or both. In the event no Change Order is agreed to, AmecFW reserves the right to either (i) suspend its performance until a Change Order is agreed to or (ii) discontinue its performance and terminate this Agreement.

7. FORCE MAJEURE: Should performance of Services by AmecFW be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to: acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged directly by AmecFW; earthquakes; fires; floods; labor disturbances; epidemics; and unusually severe weather. AmecFW will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Services, where appropriate, based upon the effect of the Force Majeure on performance by AmecFW.

8. INSTRUMENTS OF SERVICE: All reports, drawings, plans, or other documents (or copies) furnished to AmecFW by the CLIENT, shall at CLIENT's written request, be returned upon completion of the Services hereunder; provided, however, that AmecFW may retain one (1) copy of all such documents. All reports, drawings, plans, documents, software, source code, object code, field notes and work product (or copies thereof) in any form prepared or furnished by AmecFW under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with AmecFW.

CLIENT agrees as follows: (i) the instruments of service (a) may be used and relied upon only by CLIENT and, subject to the terms of this Agreement, its design team solely for the design of the Project, (b) will not be used other than for the Project, but may be submitted for any necessary regulatory approval, (c) may be based in part or in whole on facts and/or assumptions provided to, but not independently verified by, AmecFW and (d) will reflect AmecFW's findings as to conditions that existed only at the time the Services were performed; (ii) AmecFW (a) makes no representations as to any facts or assumptions provided to, but not independently verified by, AmecFW and (b) may rely on all of the information and data provided by CLIENT to AmecFW being accurate and complete; (iii) any third party who wishes to rely on any instruments of service must first sign AmecFW's Reliance Letter Agreement; and (iv) if CLIENT requests instruments of service on electronic media, the electronic copy may be inaccurate or incomplete and the document retained by AmecFW will be the official document, and any modification(s) of the electronic copy made by CLIENT will be at its own risk. CLIENT hereby releases, defends, indemnifies, and holds harmless AmecFW from and against all liabilities asserted against, or incurred by, AmecFW related to the breach by CLIENT of any of the foregoing agreements; provided, if CLIENT is a governmental entity, it has no obligation to defend or indemnify AmecFW.

9. CLIENT'S RESPONSIBILITIES: CLIENT agrees to: (i) provide AmecFW all available material, data, and information pertaining to the Services, including, without limitation, plot plans, topographic studies, hydrologic data and previous soil and geologic data including borings, field or laboratory tests, written reports, the composition, quantity, toxicity, or potentially hazardous properties of any material known or believed to be present at any site, any hazards that may be present, the nature and location of underground or otherwise not readily apparent utilities, summaries and assessments of the site's past and present compliance status, and the status of any filed or pending judicial or administrative action concerning the site and shall immediately transmit to AmecFW any new information that becomes available or any changes in plans; (ii) convey and discuss such materials, data, and information with AmecFW; and (iii) ensure cooperation of CLIENT's employees.

CLIENT shall indemnify, defend, and save AmecFW harmless from and against any liability, claim, judgment, demand, or cause of action arising out of or relating to: (i) CLIENT's breach of this Agreement; (ii) the negligent acts or omissions of CLIENT or its employees, contractors, or agents; (iii) any allegation that AmecFW is the owner or operator of a site, or arranged for the treatment, transportation or disposal of hazardous materials, including all adverse health effects thereof and (iv) site access or damages to any subterranean structures or any damage required for site access.

In addition, where the Services include preparation of plans and specifications and/or construction oversight activities for CLIENT, CLIENT agrees to have its construction contractors agree in writing to indemnify and save harmless AmecFW from and against loss, damage, injury, or liability attributable to personal injury or property damage arising out of or resulting from such contractors' performance or nonperformance of their work.

10. SITE ACCESS: CLIENT shall at its cost and at such times as may be required by AmecFW for the successful and timely completion of Services: (i) provide unimpeded and timely access to any site, including third party sites if required (ii) provide an adequate area for AmecFW's site office facilities, equipment storage, and employee parking; (iii) furnish all construction utilities and utilities releases necessary for the Services; (iv) provide the locations of all subsurface structures, including piping, tanks, cables, and utilities; (v) approve all locations for digging and drilling operations; and (vi) obtain all permits and licenses which are necessary and required to be taken out in CLIENT's name for the Services. AmecFW will not be liable for damage or injury arising from damage to subsurface structures that are not called to its attention and correctly shown on the plans furnished to AmecFW in connection with its work.

11. WARRANTY OF TITLE, WASTE OWNERSHIP: CLIENT has and shall retain all responsibility and liability for the environmental conditions on the site. Title and risk of loss with respect to all materials shall remain with CLIENT. If the samples or wastes resulting from the Services contain any contaminants, AmecFW, as the CLIENT's agent, and at CLIENT's direction and expense, will either (i) return such samples or wastes to, or leave them with, CLIENT for appropriate disposal or (ii) using a manifest signed by CLIENT as generator and arranger, coordinate the transport of such samples or wastes to an approved facility selected by CLIENT for final disposal, using a transporter selected by CLIENT. At no time will AmecFW assume possession or title, constructive or express, to any such samples or wastes. CLIENT agrees to pay all costs associated with the storage, transport, and disposal of samples and wastes.

12. LIMITATION OF LIABILITY: As part of the consideration AmecFW requires for provision of the Services indicated herein, CLIENT agrees that any claim for damages filed against AmecFW by CLIENT or any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against AmecFW or its successors or assigns and that no individual person shall be made personally liable for damages, in whole or in part.

CLIENT's sole and exclusive remedy for any alleged breach of AmecFW's standard of care hereunder shall be to require AmecFW to re-perform any defective Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after substantial completion of the Services.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF AMECFW TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE NEGLIGENCE ACT(S), ERROR(S) OR OMISSION(S) OF AMECFW IN PERFORMING SERVICES, SHALL BE LIMITED TO FIFTY THOUSAND DOLLARS (\$50,000) OR THE TOTAL FEES ACTUALLY PAID TO AMECFW BY CLIENT UNDER THIS AGREEMENT WITHIN THE PRIOR ONE (1) YEAR PERIOD, WHICHEVER IS LESS ("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (I) ALL PRESENT AND FUTURE CLAIMS AGAINST AMECFW OTHER THAN THOSE DESCRIBED IN THE PRECEDING SENTENCE, AND (II) ANY LIABILITY OF AMECFW IN EXCESS OF THE LIMITATION.

In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT acknowledges and agrees that (i) but for the Limitation, AmecFW would not have performed the Services, (ii) it has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may differ from the amount of professional liability insurance carried by AmecFW, (iv) the Limitation is merely a limitation of, and not an exculpation from, AmecFW's liability and does not in any way obligate CLIENT to defend, indemnify or hold harmless AmecFW, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to AmecFW performing the Services in accordance with the Standard of Care.

AmecFW and CLIENT shall each waive any right to recover from the other party for any special, incidental, indirect, or consequential damages (including lost profits and loss of use) incurred by either AmecFW or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

CLIENT agrees that the damages for which AmecFW shall be liable are limited to that proportion of such damages which is attributable to AmecFW's percentage of fault subject to the other limitations herein.

13. ASSIGNMENT AND SUBCONTRACTING: Neither party shall assign its interest in this Agreement without the written consent of the other, except that AmecFW may assign its interest in the Agreement to related or affiliated companies of AmecFW or subcontract portions of the Services to a qualified subcontractor without the consent of CLIENT.

If services are required in New York, AmecFW will arrange for such services to be provided by an associated firm and this agreement, where required, shall be deemed to be directly between the CLIENT and the licensed firm for all purposes related to the specific scope of services. AmecFW shall retain responsibility in accordance with this Agreement for all services performed.

14. COST ESTIMATES: If included in the Services, AmecFW will provide cost estimates based upon AmecFW's experience on similar projects, which are not intended for use by CLIENT or any other party in developing firm budgets or financial models, or in making investment decisions. Such cost estimates represent only AmecFW's judgment as a professional and, if furnished, only for CLIENT's general guidance and are not guaranteed as to accuracy.

15. DISPUTE RESOLUTION: If a claim, dispute, or controversy arises out of or relates to the interpretation, application, enforcement, or performance of Services under this Agreement, AmecFW and CLIENT agree first to try in good faith to settle the dispute by negotiations between senior management of AmecFW and CLIENT. If such negotiations are unsuccessful, AmecFW and CLIENT agree to attempt to settle the dispute by good faith mediation if both parties agree. If the dispute cannot be settled through mediation, and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in the state of the AmecFW office entering into this Agreement. TO THE EXTENT NOT PROHIBITED BY LAW, THE PARTIES HEREBY WAIVE TRIAL BY JURY

WITH RESPECT TO ANY ACTION OR PROCEEDING BROUGHT IN CONNECTION WITH THIS AGREEMENT. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

16. TERM AND TERMINATION: The term of this Agreement shall commence as of the day and year first written above, and shall continue in effect until terminated by either party as provided herein. Either party may terminate this Agreement at any time, with or without cause, by providing not less than ten (10) days advance written notice to the other party. AmecFW may terminate this Agreement immediately in writing if CLIENT becomes insolvent, enters bankruptcy, receivership, or other like proceeding (voluntary or involuntary) or makes an assignment for the benefit of creditors.

Notwithstanding the termination of this Agreement, this Agreement will survive as to the Services provided prior to the Agreement's effective termination date, until all of the rights and obligations of both parties thereunder have been fulfilled.

CLIENT shall compensate AmecFW for all Services performed hereunder through the date of any termination and all reasonable costs and expenses incurred by AmecFW in effecting the termination, including non-cancelable commitments and demobilization costs.

17. NOTICE: Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address set forth in the introductory paragraph of this Agreement (or such other address as the parties may designate from time to time in writing) and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. Notices shall be effective: (a) upon receipt after being delivered personally, (b) 3 days after being deposited in the mail as described above, or (c) 2 days after being deposited with a commercial courier service.

18. CONFIDENTIALITY: Both parties shall keep all information and data provided by the other party pertaining to the Services strictly confidential, and unless such information and data is already in the public domain on the date of the Agreement, neither party shall publish or otherwise disseminate such information and data to any third party without receiving written permission to do so from the source of such information or data. If disclosure of such confidential information is required by law or legal process, the party obligated to disclose such information should provide reasonable advance notice to the party that provided such information.

19. WAIVER: The failure of either AmecFW or CLIENT in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in this Agreement or the waiver by AmecFW or CLIENT of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

20. SEVERABILITY AND HEADINGS: Every term or condition of this Agreement is severable from others. Notwithstanding any possible future finding by a duly constituted authority that a particular term or provision is invalid, void, or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms, and provisions shall not be affected thereby. The headings used in this Agreement are for general reference only and do not have special significance.

21. GOVERNING LAWS/LANGUAGE: This Agreement shall be governed and construed in accordance with the laws of the state of the AmecFW office entering into this Agreement. All communications relating to or arising out of this Agreement shall be in the English language.

22. NONDISCRIMINATION AND AFFIRMATIVE ACTION: AmecFW agrees to comply with Executive Order 11246 and the applicable federal regulations pertaining to nondiscrimination and affirmative action, including the Equal Opportunity Clause, the Affirmative Action Clause for Handicapped Workers, and the Affirmative Action Clause for Disabled Veterans and Veterans of the Vietnam Era. Further, AmecFW agrees that its facilities are not segregated.

23. FIELD REPRESENTATION: The Services do not include supervision or direction of the means, methods or actual work of other consultants, contractors and subcontractors not retained by AmecFW. The presence of AmecFW's representative will not relieve any such other party from its responsibility to perform its work and services in accordance with its contractual and legal obligations and in conformity with the plans and specifications for the project. CLIENT agrees that each such other party will be solely responsible for its working conditions and safety on the site. AmecFW's monitoring of the procedures of any such other party is not intended to include a review of the adequacy of its safety measures. It is agreed that AmecFW is not responsible for safety or security at a site, other than for AmecFW's employees, and that AmecFW does not have the contractual duty or legal right to stop the work of others.

24. AUTHORIZATION TO SIGN: The person signing this Agreement warrants that he has authority to sign as, or on behalf of, the CLIENT for whom or for whose benefit AmecFW's services are rendered.

25. ANTI-BRIBERY: The Parties undertake to protect the standards of business practice of the other Party at all times and to act in such a way as to uphold the good name and reputation of the other Party and not to do or attempt to do any act or thing which is intended to and/or which in fact causes any damage to or brings discredit upon the other Party and, in particular, the Parties will not:

- (a) Offer or give or agree to give to any director, officer, employee or agent of the other Party or any other entity any gift or consideration of any kind as an inducement or reward for doing or for forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of any contract or for showing or forbearing to show any favor or disfavor to any person in relation to any contract.
- (b) Induce or attempt to induce any officer, servant or agent of any private or public body to neither depart from his duties to his employer nor be involved with any such arrangement.

26. ENTIRE AGREEMENT: The terms and conditions set forth herein constitute the entire understanding and agreement of AmecFW and CLIENT with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. Any modification or revision of any provision set forth herein or any additional provision contained in

any purchase order, acknowledgment, or other form of the CLIENT is hereby superseded and expressly objected to by AmecFW and shall not operate to modify this Agreement. Should CLIENT utilize its purchase order or any other form to procure services, CLIENT acknowledges and agrees that its use of such purchase order or other form is solely for administrative purposes and in no event shall AmecFW be bound to any terms and conditions on such purchase order or other form, regardless of reference to (e.g. on invoices) or signature upon (e.g. acknowledgement) such purchase order or other form by AmecFW. CLIENT shall endeavor to reference this Agreement on any purchase order or other form it may issue to procure AmecFW services, but CLIENT's failure to do so shall not operate to modify this Agreement.

IN WITNESS WHEREOF, CLIENT and AmecFW have caused this Agreement to be executed by their respective duly authorized representatives as of the date first set forth above.

CLIENT

By: _____
 Name: _____
 Title: _____

Amec Foster Wheeler Environment & Infrastructure, Inc.

By:  meg.strong
 Name: 2015-05-08
 Title: 14:50-07:00

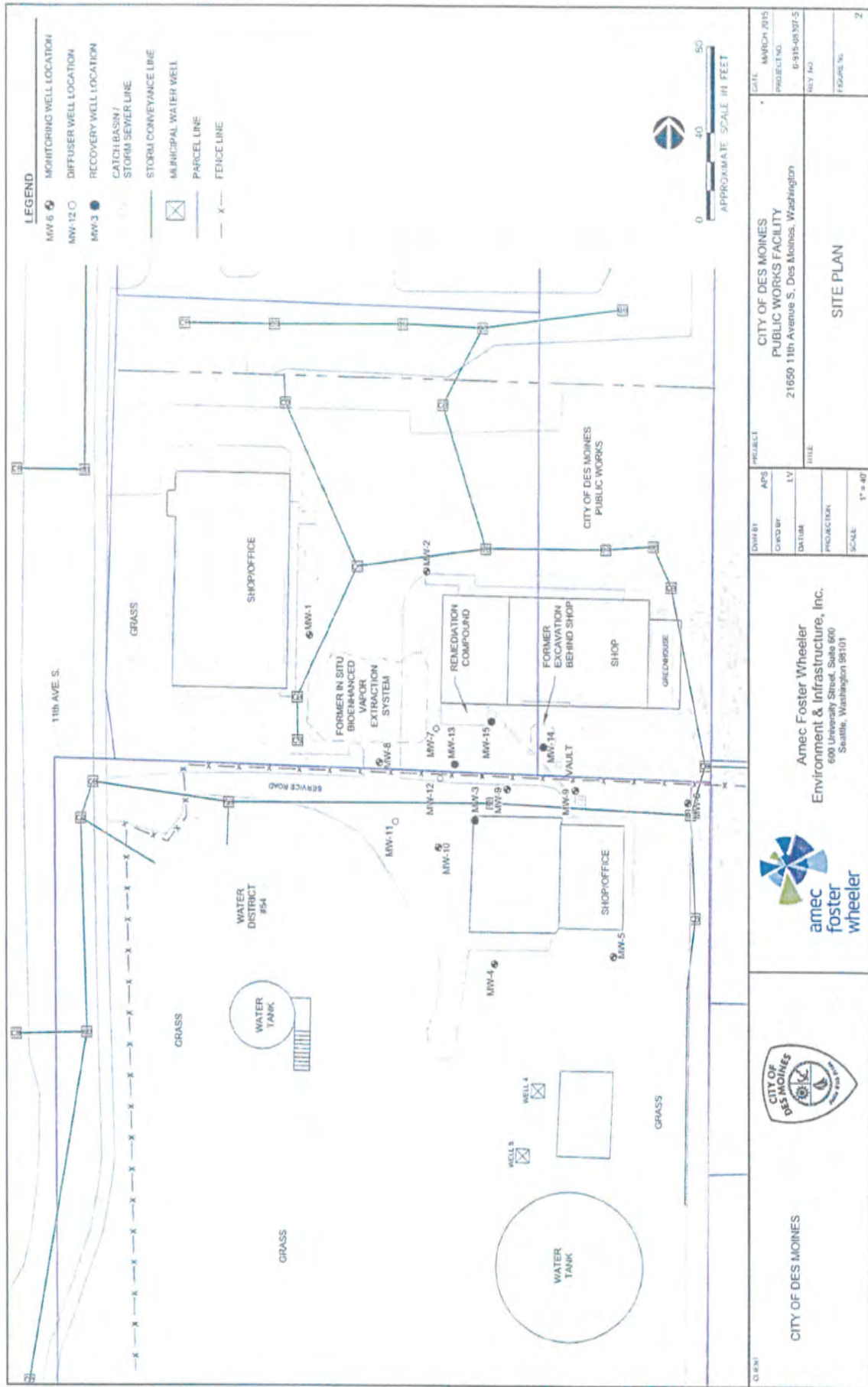


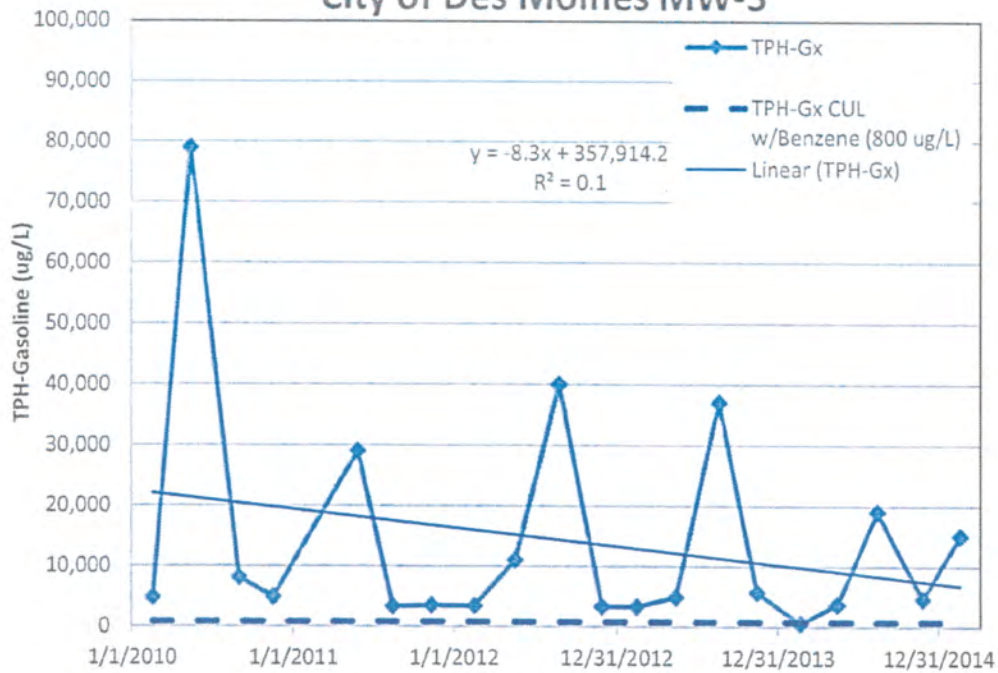
TABLE 3

GROUNDWATER ANALYTICAL RESULTS^{1,2}City of Des Moines
Des Moines, Washington

all concentrations in micrograms per liter (µg/L)

Monitoring Well ID	Sampling Date	Sample ID	Gasoline Range Hydrocarbons	Benzene	Toluene	Ethylbenzene	m,p-Xylene	o-Xylene	Total Xylenes
MTCA Method A Cleanup Levels			1000/800 ³	5	1,000	700	NA	NA	1,000
MW-3 ⁴	2/17/2010	MW3-021710	4,800	1.7	32	140	580	240	800
	5/13/2010	MW3-051310	79,000	330	12,000	2,100	7,600	2,600	10,200
	8/31/2010	MW3-83110	8,100	390	640	220	750	210	960
	11/16/2010	MW3-111610	4,900	3.0	14	140	490	230	720
	5/27/2011	MW3-52711	29,000	120	5,200	1,100	4,000	1,400	5,400
	8/16/2011	MW3-081611	3,300	370	19	87	410	13	423
	11/11/2011	MW3-111111	3,500	500	13	50	350	10	360
	2/16/2012	MW3-021612	3,400	<4.0	7.4	140	390	170	560
	5/17/2012	MW3-051712	11,000	7.5	14	300	870	390	1,260
	8/23/2012	MW3-082312	40,000	66	3,000	830	2,900	1,000	3,900
	11/27/2012	MW3-11272012	3,300	4.0	13	150	390	230	620
	2/13/2013	MW3-021313	3,300	4.1	7.9	180	270	65	335
	5/14/2013	MW3-51413	4,900	9.1	620	140	540	310	850
	8/20/2013	MW3-082013	37,000	54	6,800	1,800	5,600	2,000	7,600
	11/14/2013	MW3-111413	5,700	<1.0	6.5	160	580	240	820
	2/20/2014	MW3-022014	590	<1.0	17	7.3	66	39	105
	5/13/2014	MW3-051314	3,700	<1.0	<1.0	150.0	290	150	440
	8/12/2014	MW3-051314	19,000	9.0	280	890	2900	620	3,520
	11/24/2014	MW3-112414	4,600	3.3	22	180	650	310	960
	2/18/2015	MW3-021815	15,000	6.1	8.1	550	2000	350	2,350
MW-4	3/7/2012	MW4-030712	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	5/17/2012	MW4-051712	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	8/23/2012	MW4-082312	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	11/27/2012	MW4-11272012	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	2/13/2013	MW4-021313	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	5/14/2013	MW4-51413	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	8/20/2013	MW4-082013	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	11/14/2013	MW4-111413	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	2/20/2014	MW4-022014	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	5/13/2014	MW4-051314	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	8/12/2014	MW4-081214	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	11/24/2014	MW4-112414	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
MW-5	2/18/2015	MW4-021815	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	3/7/2012	MW5-030712	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	5/17/2012	MW5-051712	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	8/23/2012	MW5-082312	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	11/27/2012	MW5-11272012	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	2/13/2013	MW5-021313	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	5/14/2013	MW5-51413	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	8/20/2013	MW5-082013	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	11/14/2013	MW5-111413	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	2/20/2014	MW5-022014	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	5/13/2014	MW5-051314	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	2/14/2015	MW5-081214	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	11/24/2014	MW5-112414	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	2/18/2015	MW5-021815	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0

TPH-Gx Concentration Trends City of Des Moines MW-3



Benzene Concentration Trends City of Des Moines MW-3

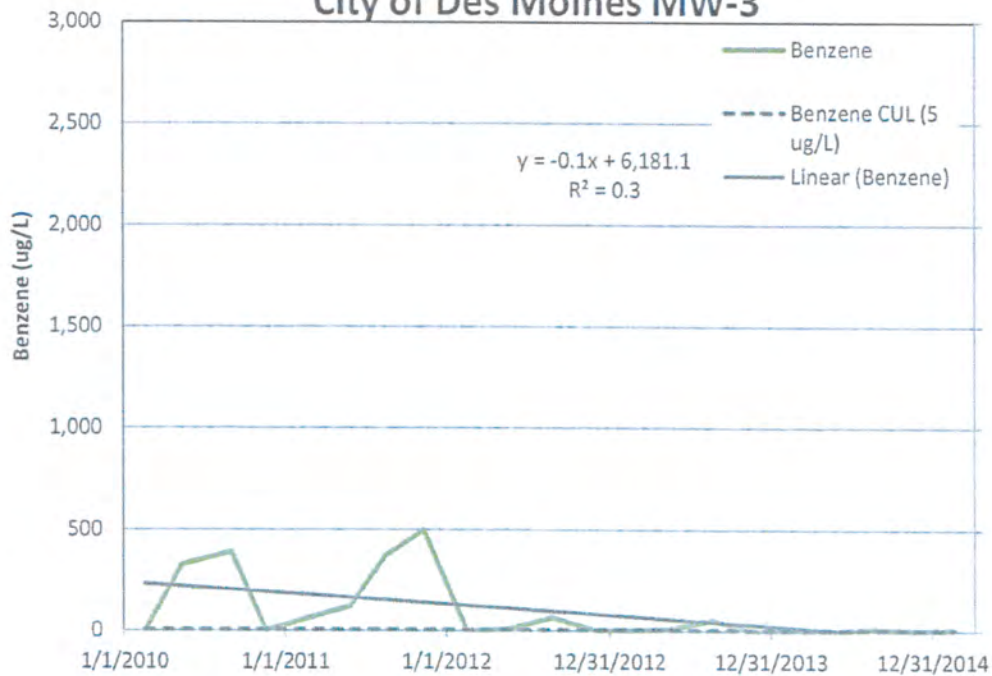


TABLE 3

GROUNDWATER ANALYTICAL RESULTS^{1,2}

City of Des Moines
Des Moines, Washington

all concentrations in micrograms per liter (µg/L)

Monitoring Well ID	Sampling Date	Sample ID	Gasoline Range Hydrocarbons	Benzene	Toluene	Ethylbenzene	m,p-Xylene	o-Xylene	Total Xylenes
MTCA Method A Cleanup Levels			1000/800 ¹	5	1,000	700	NA	NA	1,000
MW-6	2/17/2010	MW6-021710	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	5/13/2010	MW6-051310	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	8/31/2010	MW6-831110	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	11/16/2010	MW6-111610	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	5/27/2011	MW6-527111	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	8/16/2011	MW6-081611	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	11/11/2011	MW6-111111	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	2/16/2012	MW6-021612	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	5/17/2012	MW6-051712	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	8/23/2012	MW6-082312	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	11/27/2012	MW6-11272012	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	2/13/2013	MW6-021313	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	5/14/2013	MW6-51413	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	8/20/2013	MW6-082013	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	11/14/2013	MW6-111413	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	2/20/2014	MW6-022014	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	5/13/2014	MW6-051314	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	8/12/2014	MW6-081214	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
MW-7	2/17/2010	MW7-021710	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	5/13/2010	MW7-051310	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	8/31/2010	MW7-831110	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	11/15/2010	MW7-111510	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
MW-8	2/17/2010	MW8-021710	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	5/13/2010	MW8-051310	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	8/31/2010	MW8-831110	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	11/15/2010	MW8-111510	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
MW-9	2/17/2010	MW9-021710	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	5/13/2010	MW9-051310	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	8/31/2010	MW9-831110	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	11/16/2010	MW9-111610	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
MW-10	2/17/2010	MW10-021710	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	5/13/2010	MW10-051310	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	8/31/2010	MW10-831110	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	11/16/2010	MW10-111610	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
MW-12	2/17/2010	MW12-021710	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	5/13/2010	MW12-051310	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	8/31/2010	MW12-831110	1,000	<4.0	6.1	18	44	22	66
	11/16/2010	MW12-111610	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	5/27/2011	MW12-527111	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	8/16/2011	MW12-081611	<100	<1.0	<1.0	<1.0	1.7	2.6	4.3
	11/11/2011	MW12-111111	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	2/16/2012	MW12-021612	<100	<1.0	8.4	1.5	5.3	3.2	8.5
	5/17/2012	MW12-051712	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	8/23/2012	MW12-082312	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	11/27/2012	MW12-11272012	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	2/13/2013	MW12-021313	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	5/14/2013	MW12-51413	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	8/20/2013	MW12-082013	340	2.3	5.9	5.4	11	10	21
	11/14/2013	MW12-111413	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	2/20/2014	MW12-022014	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	5/13/2014	MW12-051314	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0

TABLE 3

GROUNDWATER ANALYTICAL RESULTS^{1,2}City of Des Moines
Des Moines, Washington

all concentrations in micrograms per liter (µg/L)

Monitoring Well ID	Sampling Date	Sample ID	Gasoline Range Hydrocarbons	Benzene	Toluene	Ethylbenzene	m,p-Xylene	o-Xylene	Total Xylenes
MTCA Method A Cleanup Levels			1000/800³	5	1,000	700	NA	NA	1,000
MW-13 ⁴	2/17/2010	MW13-021710	33,000	240	8,000	1,400	5,000	1,800	6,800
	5/13/2010	MW13-051310	83,000	340	11,000	2,300	7,900	2,800	10,700
	8/31/2010	MW13-831110	68,000	180	7,600	1,900	6,000	2,100	8,100
	11/16/2010	MW13-111610	9,000	110	1,000	270	900	320	1,220
	5/27/2011	MW13-527111	16,000	58	2,200	490	1,900	650	2,550
	5/17/2012	MW13-051712	44,000	140	8,000	1,900	5,800	2,300	8,100
	8/23/2012	MW13-082312	15,000	46	600	430	1,200	560	1,760
	11/27/2012	MW13-112712	260	2.5	6.7	8.8	29	7.3	36.3
	2/13/2013	MW13-021313	7,300	7.2	53	210	770	160	930
	5/14/2013	MW13-51413	20,000	75	4,700	460	1,600	700	2,300
	8/20/2013	MW13-082013	19,000	35	2,000	770	2,500	770	3,270
	11/14/2013	MW13-111413	2,200	5.6	120	66	250	110	360
	2/20/2014	MW13-022014	2,600	9.0	66	90	110	140	250
	5/13/2014	MW13-051314	50	0.5	0.5	0.5	1.4	0.5	0.5
	8/12/2014	MW13-081214	24,000	240	5,300	1,100	3,100	1,300	4,400
	11/24/2014	MW13-112414	<100	<1.0	<1.0	1.7	3.7	1.8	5.5
	2/18/2015	MW13-021815	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
MW-14 ⁴	2/16/2010	MW14-021609	6,000	490	480	150	650	200	850
	5/13/2010	MW14-051310	7,500	3,000	90	490	700	140	840
	8/31/2010	MW14-831110	1,200	200	18	94	78	25	103
	11/16/2010	MW14-111610	4,400	2,000	45	340	300	25	325
	5/27/2011	MW14-527111	3,400	700	82	250	480	90	550
	8/16/2011	MW14-081611	5,300	980	31	320	540	73	613
	11/11/2011	MW14-111111	7,400	1,300	39	470	1,100	80	1,180
	2/18/2012	MW14-021812	50	1.6	<1.0	2.1	4.7	2.0	6.7
	5/17/2012	MW14-051712	3,700	650	39	370	300	43	343
	8/23/2012	MW14-082312	50	26	<1.0	<1.0	<1.0	2.6	2.6
	11/27/2012	MW14-11272012	50	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	2/13/2013	MW14-021313	7,900	38	80	210	1,800	520	2,320
	5/14/2013	MW14-51413	370	2.0	1.9	15	45	11	56
	8/20/2013	MW14-082013	120	1.5	<1.0	1.9	<1.0	2.7	2.7
	11/14/2013	MW14-111413	310	370	3.8	7.4	4.4	<1.0	4.4
	2/20/2014	MW14-022014	8,500	210	85	640	1,700	190	1,890
	5/13/2014	MW14-051314	7,500	180	39	500	750	50	800
	8/12/2014	MW14-081214	820	23	<4.0	54	20	4.3	24
	11/24/2014	MW14-112414	1600	230	21	120	99	9.8	108.8
MW-15 ⁴	2/18/2015	MW14-021815	9100	200	44	810	1700	64	1764
	2/17/2010	MW15-021709	18,000	110	3,100	500	2,200	820	3,020
	5/13/2010	MW15-051310	3,900	80	23	310	280	73	353
	8/31/2010	MW15-831110	3,800	67	17	270	270	29	299
	11/16/2010	MW15-111610	170	97	2.4	21	17	1.2	18.2
	5/27/2011	MW15-527111	3,900	580	150	120	540	210	750
	8/16/2011	MW15-081611	8,200	1,200	93	290	780	140	920
	11/11/2011	MW15-111111	4,400	240	24	140	230	120	350
	2/16/2012	MW15-021612	4,400	410	1,400	810	2,500	820	3,320
	5/17/2012	MW15-051712	50	22	<1.0	1.3	3.8	1.2	5.0
	8/23/2012	MW15-082312	1,200	1,500	12	52	42	8.0	50
	11/27/2012	MW15-11272012	7,100	1,100	600	500	600	140	740
	2/13/2013	MW15-021313	14,000	87	330	320	1,700	440	2,140
	5/14/2013	MW15-51413	7,000	100	41	390	1,400	140	1,540
	8/20/2013	MW15-082013	660	3	1	41	53	8	61
	11/14/2013	MW15-111413	50	3.3	<1.0	<1.0	<1.0	<1.0	<1.0
	2/20/2014	MW15-022014	50	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	5/13/2014	MW15-051314	50	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	8/12/2014	MW15-081214	910	4.5	10	61	84	<4.0	84
	11/24/2014	MW15-112414	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	2/18/2015	MW15-021815	<100	<1.0	<1.0	<1.0	2.5	7.9	10.4

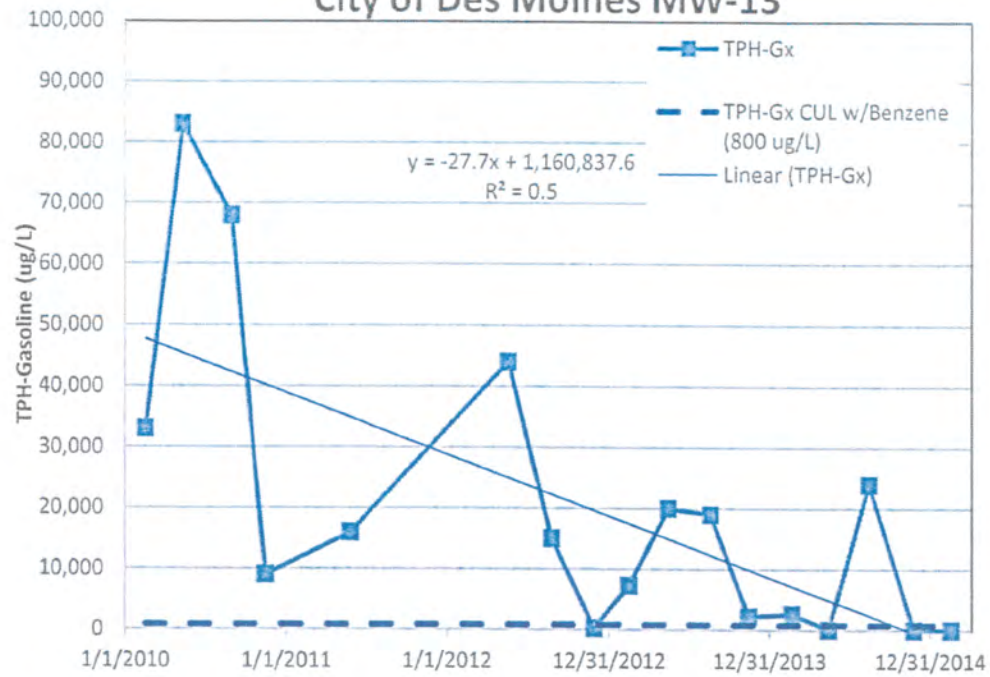
Notes

- Gasoline Range Hydrocarbons analyzed by Ecology Method NWTPH-Gx; benzene, toluene, ethylbenzene and xylenes analyzed by U.S. Environmental Protection Agency Method 8021
- Bold signifies detections exceeding the cleanup levels; "<" signifies detection was less than the laboratory Practical Quantitation Limit presented.
- Cleanup level dependent on presence of benzene.
- Recovery wells.

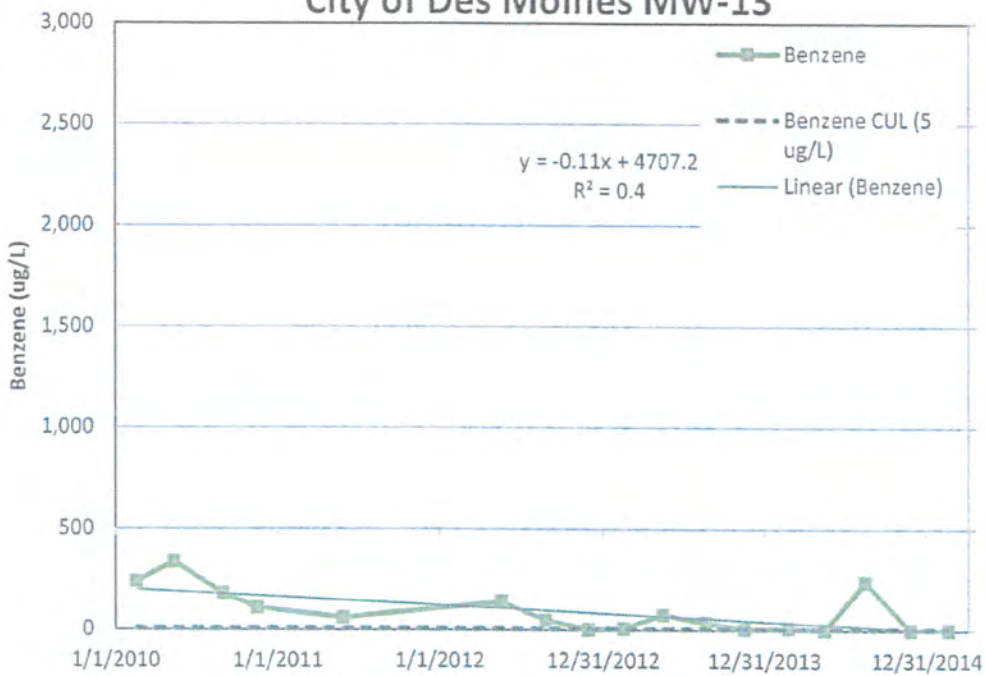
Abbreviations

MTCA = Model Toxics Control Act

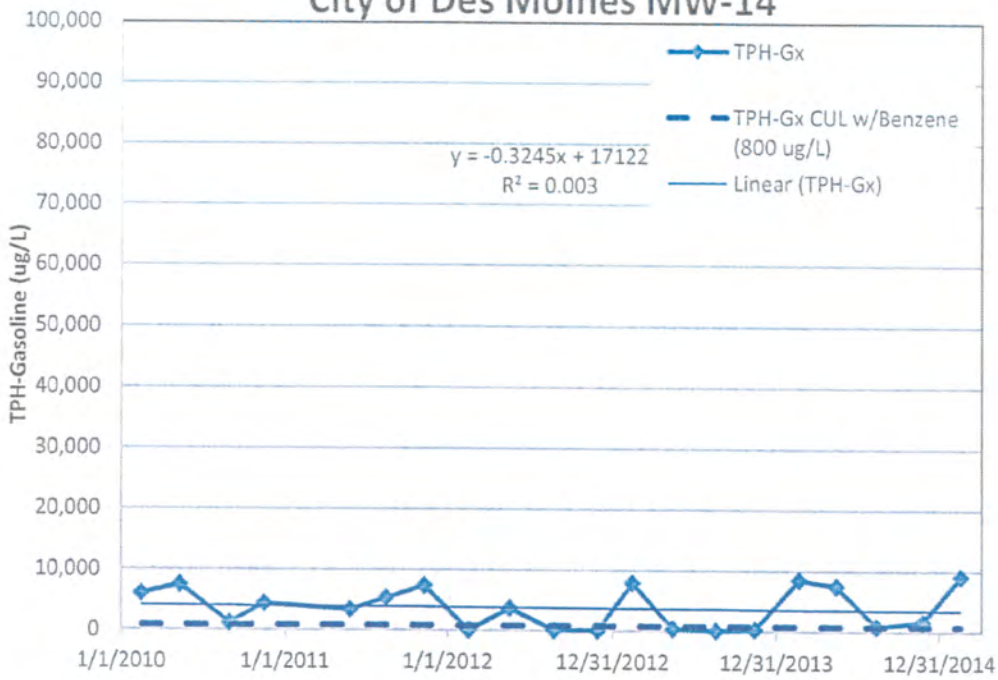
TPH-Gx Concentration Trends City of Des Moines MW-13



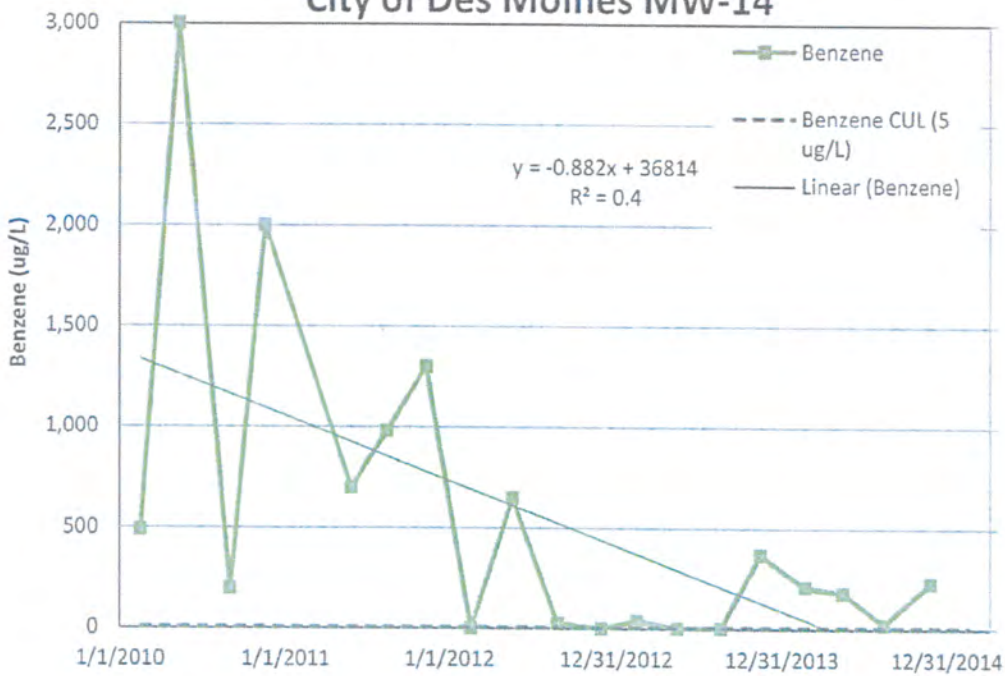
Benzene Concentration Trends City of Des Moines MW-13



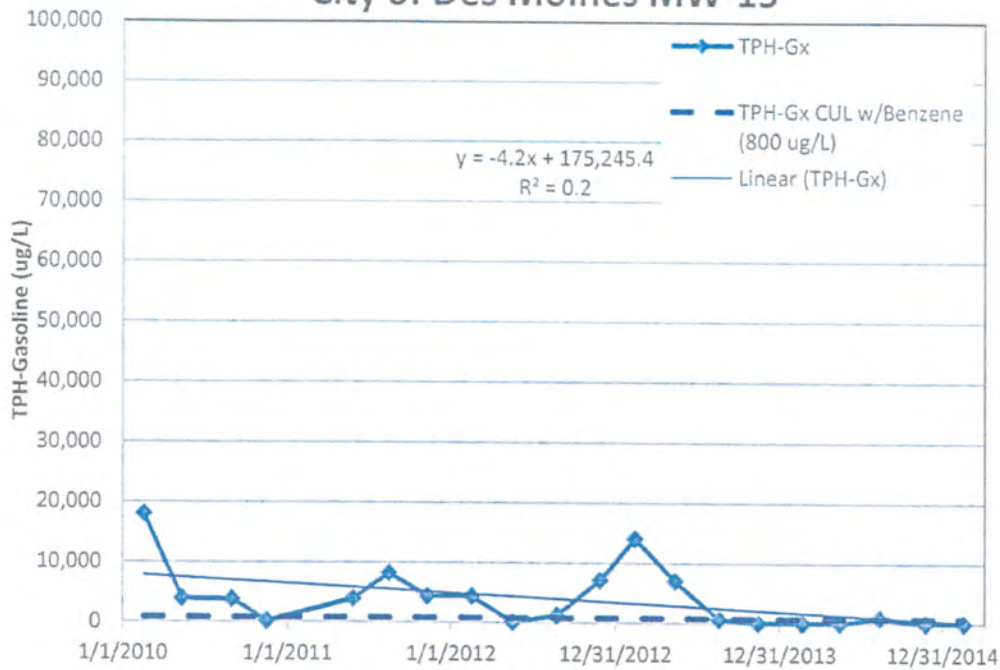
TPH-Gx Concentration Trends City of Des Moines MW-14



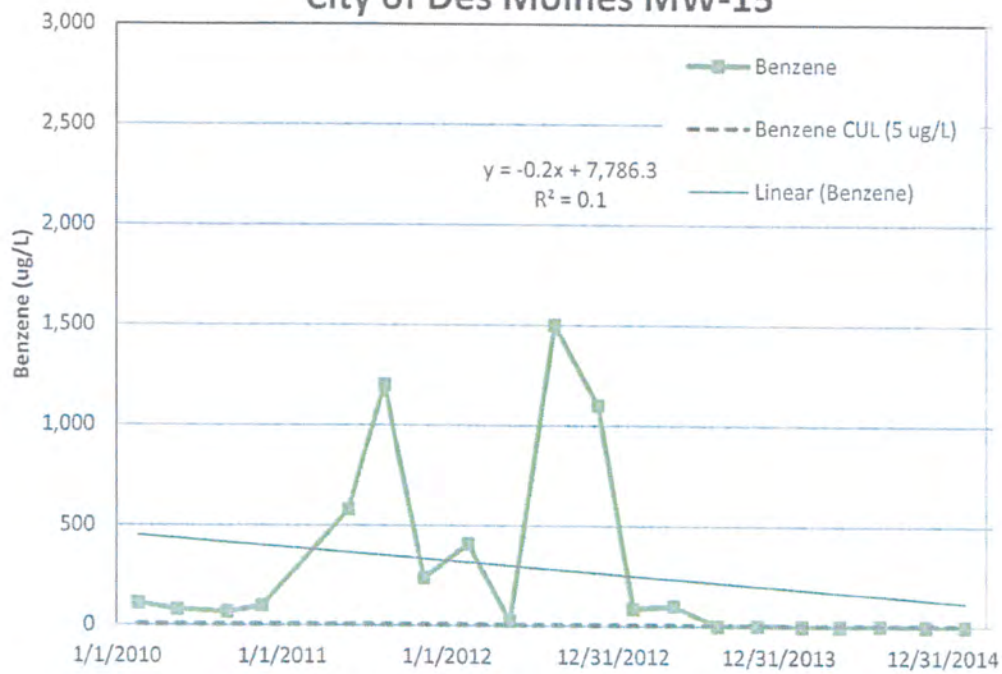
Benzene Concentration Trends City of Des Moines MW-14



TPH-Gx Concentration Trends City of Des Moines MW-15



Benzene Concentration Trends City of Des Moines MW-15



A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Parks, Recreation and Senior Services
Non-Profit Facility Rates

ATTACHMENTS:

- A. Draft Resolution No. 15-084
- B. Resolution No. 1281

FOR AGENDA OF: May 21, 2015

DEPT. OF ORIGIN: Parks, Recreation & Senior Services

DATE SUBMITTED: May 13, 2015

CLEARANCES:

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

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this agenda item is to recommend City Council pass Draft Resolution No. 15-084 superseding Resolution No. 1281 relating to reduced facility rental rates and providing for a year round rate reduction for a non-profit entity's rental of the Marina parking lot where certain criteria are met.

Suggested Motion

Motion: "I move to approve Draft Resolution No. 15-084, superseding Resolution No. 1281 to provide for the continued reduced resident, governmental entity and non-profit facility rental rates, listing conditions under which such permission is granted, and to provide for a year round rate reduction for the rental of the Marina parking lot, effective immediately."

Background

At the December 4, 2015 City Council meeting, Council approved Resolution No. 1281 establishing a policy for the use of City facilities by non-profit organizations. This Resolution provides for reduced rental rates for governmental entities or Des Moines non-profits when certain criteria are met. The Resolution provided a 50% rate reduction for weekday rentals or rentals between the months of

November-March. A 20% reduction was given for weekend rentals between April and October. The purpose of Draft Resolution No. 15-084 is to extend the 50% rental reduction rate to qualifying renters of the Marina parking lot on a year round basis.

Discussion

An exception has been proposed to the Non-Profit Facility Rates that would allow for a 50% reduction of the City's Marina parking lot rental fees year-round when the following criteria are met:

- (a) Must be a governmental entity or a Des Moines non-profit with proof of 501(c)3 or 501(c)6 status;
- (b) The non-profit must have a Des Moines business address;
- (c) The non-profit must provide proof of that the organization returns a minimum of 60% percent of their net revenues to support parks, recreation and senior services, marina, schools, economic development, tourism, human services, arts and culture, historic preservation, environmental and community activities or other charities in the City of Des Moines.

Under the current Resolution (No. 1281) the 50% rental reduction does not apply to weekend (Friday, Saturday and Sunday) facility use during the months of April-through October; during those times a 20% fee reduction would apply.

Examples of users in this category who may qualify for the reduction include the Des Moines Rotary Club fund raising activities, Des Moines PSTA school fund raising activities, Des Moines Waterfront Farmers Market activities, and other similar activities.

Alternatives

None Provided

Financial Impact

The City's cost for the management of facility rentals include but are not limited to: application processing, applicant meetings and correspondence and event management factors such as the day of the week, time and duration of the activity, the size of the group and potential risks or other impacts related to the activity. Users are required to pay a facility rental fee, facility deposits, and facility labor and equipment costs to cover City expenses. Users must also provide proof of insurance naming the City as an additional insured and supply proof of any permits required for the activity to reduce City risk.

Recommendation/Concurrence

Staff seeks City Council approval of Draft Resolution No. 15-084.

CITY ATTORNEY'S FIRST DRAFT 05/06/2015

DRAFT RESOLUTION NO. 15-084

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, authorizing reduced resident, governmental entity and non-profit facility rental rates and listing conditions under which such permission is granted, and superseding Resolution No. 1281.

WHEREAS, the City Council finds that the City's park, recreation building and parking lot rental facilities have become popular venues for many public and private activities and meetings and a growing number of requests are being made to City Council for free or reduced City facility rental fees, and

WHEREAS, the City Council finds that partnering with governmental entities and non-profit organizations serving Des Moines and others whose programs or services help to further the mission of the City especially in the areas of parks, recreation and senior services, marina, schools, economic development, tourism, human services, arts and culture, historic preservation, environmental and community activities enhances the quality of life for residents of the City of Des Moines, and

WHEREAS, the City of Des Moines wishes to permit its residents, governmental and non-profit organizations serving Des Moines the use of its facilities at a reduced rate and at the same time, cover any direct cost to the City and to be held harmless from any liability arising from such use, and

WHEREAS, the City Council wishes to establish a policy and criteria for the use of City rental facilities at a reduced rate by its residents, governmental and non-profit organizations serving Des Moines; now therefore,

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

Permission to reduce the City's rental facility rates to residents, governmental and non-profit organizations serving Des Moines is granted, subject to the following conditions:

(1) A twenty percent (20%) reduction of the City's rental fees may be provided to City residents with proof of residency, City employees and Des Moines and South King County non-profits serving Des Moines with proof of 501(c)3 or 501(c)6

Resolution No. ____
 Page 2 of ____

status and a Des Moines or South King County business address including those raising funds to support the organization's mission. The user would provide proof of insurance and pay any regular fees for permits, deposits, labor and equipment.

(2) A fifty percent (50%) reduction of the City's rental fees may be provided when the following criteria are met:

(a) Must be a governmental entity or a Des Moines non-profit with proof of 501(c)3 or 501(c)6 status;

(b) The non-profit must have a Des Moines business address;

(c) The non-profit must provide proof that the organization returns a minimum of sixty percent (60%) of their net revenues to support parks, recreation and senior services, marina, schools, economic development, tourism, human services, arts and culture, historic preservation, environmental and community activities or other charities in the City of Des Moines. ~~Due to impacts to rental facility revenues, Except for Marina parking lots which would have a 50% fee reduction year-round,~~ this policy would not apply to weekend (Friday, Saturday and Sunday) facility use during the months of April-through October; during those times a twenty percent (20%) fee reduction would apply. The user would provide proof of insurance and be required to pay any regular fees for permits, deposits, and labor and equipment costs.

Examples of users in this category: Des Moines Rotary Club fund raising activities, Des Moines PSTA school fund raising activities, Des Moines Waterfront Farmers Market activities and other similar activities.

(3) A seventy-five percent 75% reduction of the City's rental fees may be provided when the following criteria are met:

(a) Must be a governmental entity or a Des Moines non-profit with proof of 501(c)3 or 501(c)6 status;

5/13/15 11:40 AM

Resolution No. ____
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(b) The non-profit must have a Des Moines business address;

(c) Must be an annual event of not more than three days duration and work in partnership with the City to provide public activities, special events, economic development projects or community betterment projects;

(d) Must provide proof that the organization reinvests 100% percent of the net revenues from any fees and/or charges raised at City venues back into the public activities, special events, economic development projects or community betterment project;

(e) The user would provide proof of insurance and be required to pay any normal fees for permits, deposits, and labor and equipment costs.

Examples of users in this category: Annual Destination Des Moines fund raising activities for City celebrations, Annual Des Moines Legacy Foundation fund raising activities to support City Parks, Recreation and Senior Services programs and other similar activities.

ADOPTED BY the City Council of the City of Des Moines, Washington this 21st day of May, 2015 and signed in authentication thereof this 21st day of May, 2015.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

5/13/15 11:40 AM

Resolution No. ____
Page 4 of ____

City Clerk

5/13/15 11:40 AM

RESOLUTION NO. 1281

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, authorizing reduced resident, governmental entity and non-profit facility rental rates and listing conditions under which such permission is granted.

WHEREAS, the City Council finds that the City's park, recreation building and parking lot rental facilities have become popular venues for many public and private activities and meetings and a growing number of requests are being made to City Council for free or reduced City facility rental fees, and

WHEREAS, the City Council finds that partnering with governmental entities and non-profit organizations serving Des Moines and others whose programs or services help to further the mission of the City especially in the areas of parks, recreation and senior services, marina, schools, economic development, tourism, human services, arts and culture, historic preservation, environmental and community activities enhances the quality of life for residents of the City of Des Moines, and

WHEREAS, the City of Des Moines wishes to permit its residents, governmental and non-profit organizations serving Des Moines the use of its facilities at a reduced rate and at the same time, cover any direct cost to the City and to be held harmless from any liability arising from such use, and

WHEREAS, the City Council wishes to establish a policy and criteria for the use of City rental facilities at a reduced rate by its residents, governmental and non-profit organizations serving Des Moines; now therefore,

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

Permission to reduce the City's rental facility rates to residents, governmental and non-profit organizations serving Des Moines is granted, subject to the following conditions:

(1) A twenty percent (20%) reduction of the City's rental fees may be provided to City residents with proof of residency, City employees and Des Moines and South King County non-profits serving Des Moines with proof of 501(c)3 or 501(c)6 status and a Des Moines or South King County business address including those raising funds to support the organization's

Resolution No. 1281

Page 2 of 3

mission. The user would provide proof of insurance and pay any regular fees for permits, deposits, labor and equipment.

(2) A fifty percent (50%) reduction of the City's rental fees may be provided when the following criteria are met:

(a) Must be a governmental entity or a Des Moines non-profit with proof of 501(c)3 or 501(c)6 status;

(b) The non-profit must have a Des Moines business address;

(c) The non-profit must provide proof that the organization returns a minimum of sixty percent (60%) of their net revenues to support parks, recreation and senior services, marina, schools, economic development, tourism, human services, arts and culture, historic preservation, environmental and community activities or other charities in the City of Des Moines. Due to impacts to rental facility revenues, this policy would not apply to weekend (Friday, Saturday and Sunday) facility use during the months of April-through October; during those times a twenty percent (20%) fee reduction would apply. The user would provide proof of insurance and be required to pay any regular fees for permits, deposits, and labor and equipment costs.

Examples of users in this category: Des Moines Rotary Club fund raising activities, Des Moines PSTA school fund raising activities, Des Moines Waterfront Farmers Market activities and other similar activities.

(3) A seventy-five percent 75% reduction of the City's rental fees may be provided when the following criteria are met:

(a) Must be a governmental entity or a Des Moines non-profit with proof of 501(c)3 or 501(c)6 status;

(b) The non-profit must have a Des Moines business address;

Resolution No. 1281
Page 3 of 3

(c) Must be an annual event of not more than three days duration and work in partnership with the City to provide public activities, special events, economic development projects or community betterment projects;

(d) Must provide proof that the organization reinvests 100% percent of the net revenues from any fees and/or charges raised at City venues back into the public activities, special events, economic development projects or community betterment project;

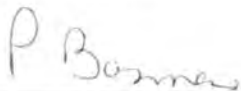
(e) The user would provide proof of insurance and be required to pay any normal fees for permits, deposits, and labor and equipment costs.

Examples of users in this category: Annual Destination Des Moines fund raising activities for City celebrations, Annual Des Moines Legacy Foundation fund raising activities to support City Parks, Recreation and Senior Services programs and other similar activities.

ADOPTED BY the City Council of the City of Des Moines, Washington this 4th day of December, 2014 and signed in authentication thereof this 4th day of December, 2014.


MAYOR

APPROVED AS TO FORM:



City Attorney

ATTEST:



City Clerk

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Redondo Parking Management Plan
May 13, 2015 Open-House Briefing

ATTACHMENTS:

Attachment 1 – Open house visual board of projects presented in the Draft Redondo Parking Management Plan.

AGENDA OF: May 21, 2015

DEPT. OF ORIGIN: Planning, Building & Public Works

DATE SUBMITTED: May 14, 2015

CLEARANCES:

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

APPROVED BY CITY MANAGER
FOR SUBMITTAL: _____

Purpose:

The purpose of this agenda item is to provide the City Council an update and overview of the Draft Redondo Parking Management Plan, and a briefing on the recent open-house.

Background:

City staff and the project consultant, Parametrix, conducted a project open-house on May 13th, 2015 at Woodmont Elementary with more than 35 residents and business representatives in attendance. The event was very successful in allowing the Redondo community to engage in and become part of the project. Prior to the event, the Draft Redondo Parking Management Plan was made accessible through the City's website for public access and review. The goals of the open house were to provide an overview of the proposed projects identified within the plan, solicit for community feedback on each project, and solicit for community prioritization of the projects. At the end of the event, the goals were achieved.

Additionally, the open house began with an overview of the current status of the Boardwalk. Funding, design, schedule, and community expectations were discussed.

Discussion:

Open-House Format

In an effort to achieve high participation, a vote was taken to determine how the attendees wanted to discuss the Draft plan. Formal group question and answer format was selected and utilized and returned positive feedback and engagement. At the end of the discussion, participants provided comments as well as their prioritization of the proposed projects.

Community Comment and Feedback

General feedback and comments received can be summarized into the following three categories:

1. Enforcement
 - More police presence desired and ability to respond to the community.
 - Ability to have City presence in the community to deter speeding, parking, and criminal activity.
 - General desire to utilize potential increase in parking management strategies to support some level of enforcement presence.
2. Parking Management
 - General support for increase in parking management strategies to support some level of enforcement while developing Redondo area user support for continued investment in infrastructure improvements.
 - General support for parking management strategies to formalize use areas while at the same time implementing residential management strategies.
 - Implement area and facility specific curfews.
3. Pedestrian Safety and Operations
 - General support for additional pedestrian level and roadway level illumination.
 - General support for site specific signage such as no parking, play area, etc.
 - Concern that a signal at Redondo Way/Redondo Beach Drive could encourage additional traffic flow in neighborhood including speeding issues.

Public/Community Prioritization of Projects

Attendees were asked to rank the proposed projects within the Draft Redondo Parking Management Plan and the results include:

1. Shorter Term Solutions
 - Project 4 – Installation of Street Lights (15 votes)
 - Project 7 – Installation of Other Signs (15 votes) – Non-Capital
 - Project 3 – Residential Parking Zones (11 votes)
 - Project 2 – Metered Parking Zones (10 votes)
 - Project 1 – Consolidate Crosswalks on Redondo Beach Drive (9 votes)
 - Project 5 – Flexible Redondo Boat Launch Parking Lot (7 votes)
 - Project 6 – Installation of Driver Feedback Speed Signs (0 votes)
2. Longer Term Solutions
 - Project 8 – Conversion of Portion of Wootton Park to Angled Parking (2 votes)
 - Project 9 – Reconfiguration of Salty's Parking Lot (2 votes)

- Project 10 – Additional Parallel Parking on Redondo Way South (2 votes)
- Project 12 – Enhancement of Redondo Beach Drive at Redondo Way Intersection (1 vote)
- Project 11 – Signalization of Redondo Beach Drive at Redondo Way Intersection (0 votes)

Conclusions

Given the public comments, project prioritization, and discussion during the open house, a few themes emerged.

1. Community desire for action now, represented by the overwhelming support for the short term projects and strategies to provide City presence in the community.
2. General understanding and acceptance that there is revenue need in order to implement any long term solutions. There was discussion focusing on user groups from outside Des Moines who should contribute to Redondo improvements.
3. Any implemented solutions should have a safety enhancement component and/or City presence.

Next Steps:

Staff will finalize the Redondo Parking Management Plan and bring back to Council on June 25th, 2015. Staff will also utilize the comments and community project priority rankings along with Council comments in proposing potential projects to be included within the 2016-2035 Transportation Improvement Plan (TIP).

Financial Impact:

None at this time. New projects added to the TIP will require a funding strategy.

Concurrence:

N/A

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Station 1: Short Term Projects

REDONDO PARKING MANAGEMENT PLAN

Parametrix
ENGINEERING · PLANNING · ENVIRONMENTAL SCIENCES

PROJECT 1

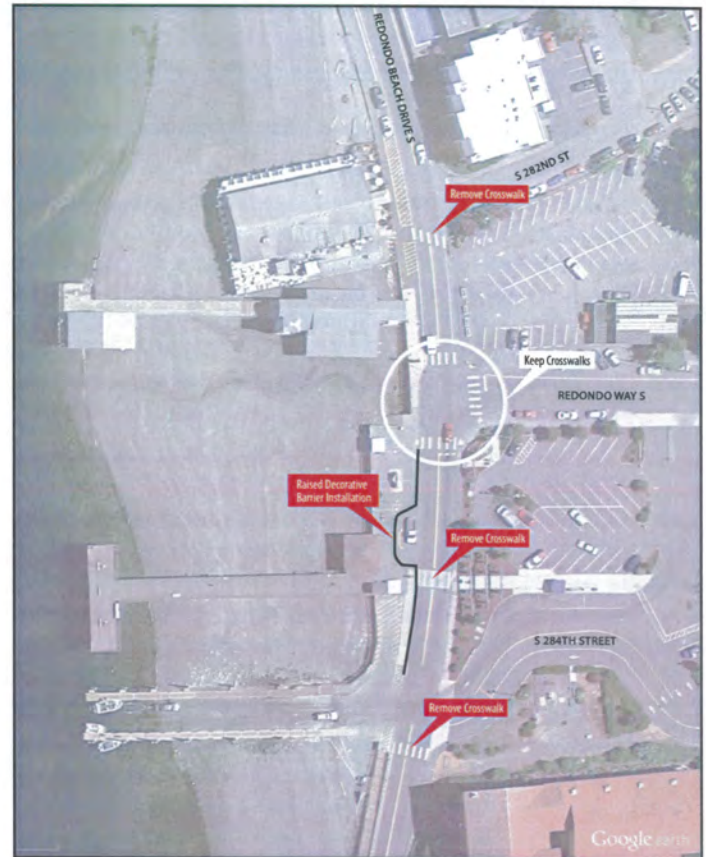
Consolidate Crosswalks on Redondo Beach Drive

DESCRIPTION: Remove up to three crosswalks located on Redondo Beach Drive between the boat ramp and Salty's restaurant. Maintain pedestrian crossings to the Redondo Beach Drive/Redondo Way intersection.

EMPHASIS: Safety and Traffic

COST: \$20,000 (simple striping and curb ramp removal) to \$150,000 (modification of Redondo Boat Launch lot crosswalk and installation of barriers).

BASIS OF DECISION: Public comments, pedestrian and traffic data



PROJECT 4

Installation of Street Lights

DESCRIPTION: Install street lights and/or low level pedestrian lights throughout the areas of Redondo that do not currently have lighting in the right-of-way.

EMPHASIS: Safety

COST: \$10,000 to 20,000 per street light.

BASIS OF DECISION: Public comments, field investigation during dark hours





Station 1: Short Term Projects

REDONDO PARKING MANAGEMENT PLAN

Parametrix
ENGINEERING · PLANNING · ENVIRONMENTAL SCIENCES

PROJECT 5

Flexible Redondo Boat Launch Parking Lot

DESCRIPTION: Designate the Redondo Boat Launch parking lot trailer parking as regular vehicular parking as demand allows.

EMPHASIS: Parking

COST: \$2,000 to \$5,000

BASIS OF DECISION: Field data

PROJECT 6

Installation of Driver Feedback Speed Signs

DESCRIPTION: Install speed signs including flashing lights/radar feedback signs, on Redondo Beach Drive north of South 287th Street and Redondo Way east of Sound View Drive.

EMPHASIS: Safety

COST: \$30,000 (solar-powered) to \$40,000 (hard-wired) to install two signs.

BASIS OF DECISION: Speed counts and public comment

PROJECT 7

Installation of Other Signs (Not shown on figure)

DESCRIPTION: Install "Playground Sign (W15-1)" signs near Wooton Park, "No Parking" signs on Sound View Drive at reduced sight distance locations, and "No Parking Signs" at intersection approaches.

EMPHASIS: Safety

COST: \$100 per sign.

BASIS OF DECISION: Public comment and pedestrian data





Station 2: Longer Term Projects

REDONDO PARKING MANAGEMENT PLAN

Parametrix
ENGINEERING · PLANNING · ENVIRONMENTAL SCIENCES

PROJECT 8

Conversion of Portion of Wooton Park to Angled Parking

DESCRIPTION: Convert the westerly portion of Wooton Park to an angled parking lot and include sidewalks bordering the park.

EMPHASIS: Parking, Safety, and Traffic

COST: \$700,000 to \$1,000,000

BASIS OF DECISION: Public input



PROJECT 9

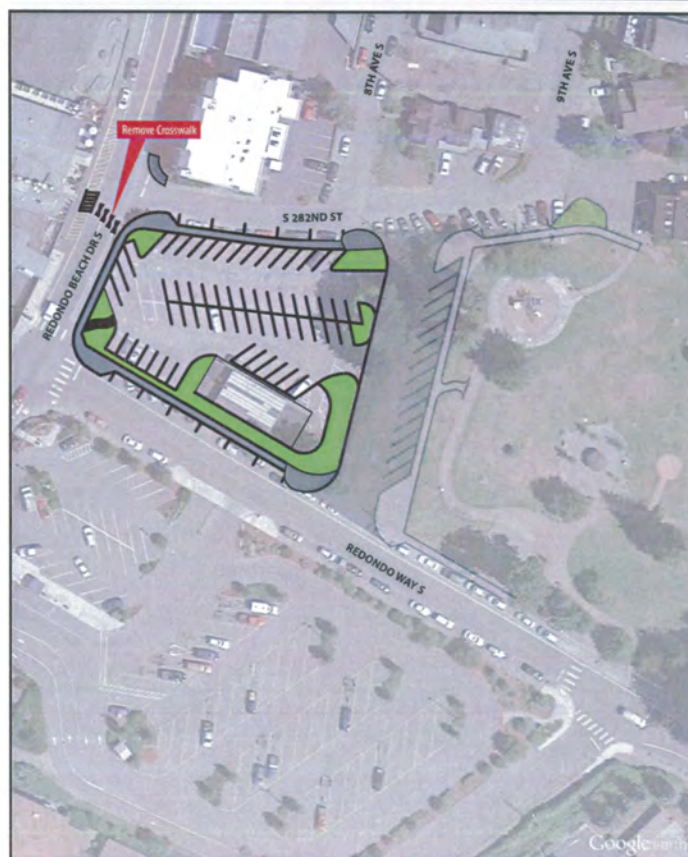
Reconfiguration of Salty's Parking Lot

DESCRIPTION: Reconfigure the striping and location of the access to Salty's parking lot to the east side, including pedestrian enhancements around the lot.

EMPHASIS: Safety and Traffic

COST: \$400,000 (sidewalks and restriping) to over \$1,000,000 (reconstructing entire lot, with upgraded drainage and sidewalks).

BASIS OF DECISION: Traffic data





Station 2: Longer Term Projects

REDONDO PARKING MANAGEMENT PLAN

PROJECT 10

Additional Parallel Parking on Redondo Way South

DESCRIPTION: Extension of parallel parking along Redondo Way South between Redondo Beach Drive to east of Sound View Drive. Also, construction of pathway connections to the parking in the park.

EMPHASIS: Parking and Safety

COST: \$600,000 to \$800,000

BASIS OF DECISION: Public input and parking data



PROJECT 11

Signalization of Redondo Beach Drive at Redondo Way Intersection (Not shown on figure)

DESCRIPTION: Install a new traffic signal at the intersection of Redondo Beach Drive at Redondo Way.

EMPHASIS: Safety and Traffic

COST: \$300,000 to \$450,000

BASIS OF DECISION: Traffic data

PROJECT 12

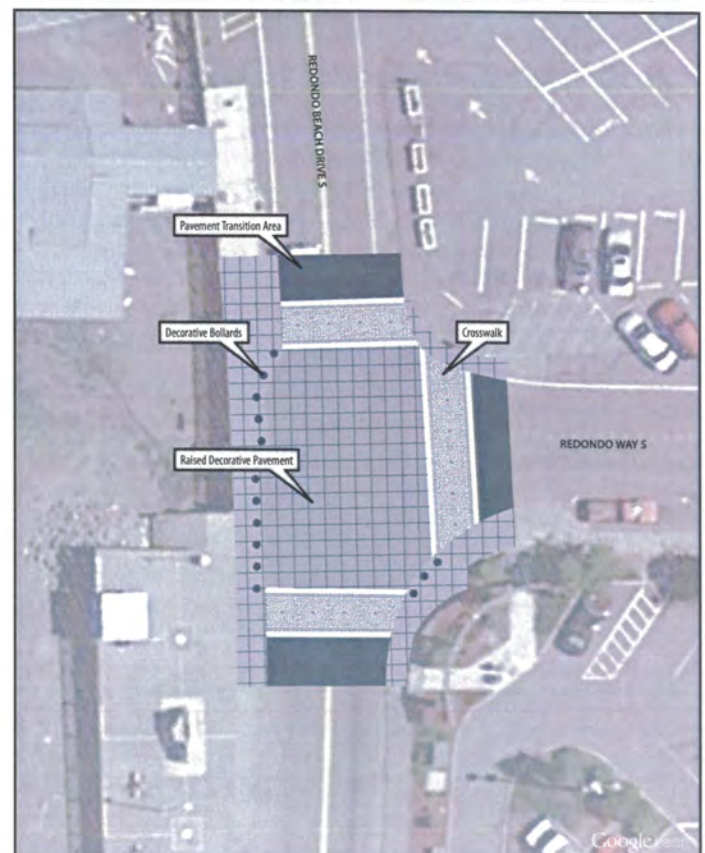
Enhancement of Redondo Beach Drive at Redondo Way Intersection

DESCRIPTION: Install aesthetic enhancements at the Redondo Beach Drive/Redondo Way intersection using scored pavement, raised intersection table, patterned sidewalks, and decorative streetscape features such as bollards making the intersection a "centerpiece" of the Redondo area.

EMPHASIS: Safety

COST: \$200,000 to \$500,000, depending on the extensiveness of the enhancements.

BASIS OF DECISION: Traffic and speed data





Station 3: Metered Parking and Residential Parking

REDONDO PARKING MANAGEMENT PLAN

Parametrix
ENGINEERING · PLANNING · ENVIRONMENTAL SCIENCES

PROJECT 2

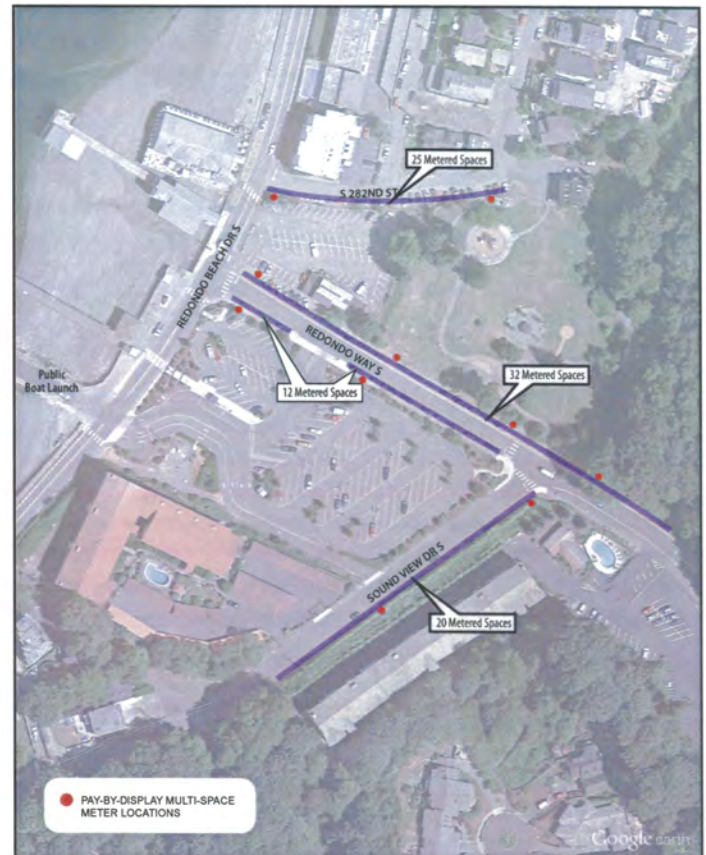
Metered Parking Zones

DESCRIPTION: Installation of 10 multi-space pay-by-display parking meters along Redondo Way, Sound View Drive, and South 282nd Street.

EMPHASIS: Parking

COST: \$122,000 to install parking meters to \$222,000 to install meters and hire enforcement. Maintenance and enforcement could fluctuate between \$20,000 to \$250,000 depending upon equipment replacement needs and the amount of enforcement needed. Over a 20-year life cycle, these meters could generate a net present value revenue of approximately \$300,000 to \$1.68 million depending upon parking fees, enforcement amount, and parking utilization.

BASIS OF DECISION: Life cycle cost analysis data



PROJECT 3

Residential Parking Zones

DESCRIPTION: Designate the streets lining the neighborhoods immediately north and south of the Redondo area as residential parking zones (RPZ). Only residences with permits are allowed to park on these streets. This would affect approximately 100 residences.

EMPHASIS: Parking

COST: \$20,000 to 60,000 to designate the RPZ, install signs, and issue permits.

BASIS OF DECISION: Public comment and field data



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SUSTAINABLE AIRPORT MASTER PLAN (SAMP)

City of Des Moines Council Briefing

May 21, 2015



Briefing Outline

- Overview
- Economic Impact
- Sustainability
- Activity Forecast
- Forecast Implications
- Development Constraints
- Challenges
- Planning Schedule
- Public Outreach



Overview

- Rapid growth and a constrained operational footprint requires strategic land use planning and future Commission policy decisions to provide needed capacity
- Gaining clarity regarding implications of projected growth in passengers and operations – and the necessary facility changes
- Developing and evaluating options to meet facility requirements
- Will need to utilize Port-owned properties beyond those now a part of the airfield and terminal complex.
- The optimal airport layout – maintaining airfield capacity and adding terminal capacity – will require relocation of existing facilities
- Understanding these tradeoffs and the repercussions of balancing needs will be a next step



Airport Economic Engine

- **Sea-Tac serves as critical regional and national asset**
 - More than 170,000 jobs attributable to airport activity
 - \$6.1 billion in total personal income
 - \$16.3 billion in business revenue
- **Growth in air service supports regional economic activity**
 - Each new international flight generates an estimated \$75 million annually in direct and indirect economic impact to the region
 - Keeping freight moving supports local and regional businesses
- **Connects region to the global economy**
- **Creates new jobs in local communities**
 - Aeronautical jobs — airlines, airline contractors, flight kitchens, aircraft maintenance
 - Airport and visitor jobs — dining/retail, hotels, parking
 - Construction jobs



■ Draft Strategy for a Sustainable Sea-Tac (S3)

- Builds on our Environmental Strategy Plan 2009 – 2014
- Includes sustainability objectives, social responsibility and economic sustainability

■ S3 integration into SAMP

- S3 objectives and initiatives evaluated throughout the SAMP process to ensure that capital development is planned in the most sustainable manner possible
 - Environmental sustainability objectives used as part of screening criteria in evaluating concepts
 - Environmental sustainability objectives will be evaluated extensively in proposed new buildings and renovations of existing buildings
 - Final, long-term plan will include management initiatives (in addition to capital improvements) to ensure airport meet its sustainability goals and objectives in future years



Activity Forecast

Passengers and operations

- **Rapid growth in recent years**
 - Passengers: up 4.7% in 2013 & 7.5% in 2014
 - Aircraft operations: up 2.5% in 2013 & 6.9% in 2014
 - 13th largest airport in U.S. for passenger traffic in 2014
- **Even higher increases projected for 2015 (*based on year-to-date volumes*)**
 - Passengers: 10% over 2014
 - Aircraft operations: 11% over 2014
- **Region's economy will drive an increase of 28.5 million annual passengers (MAP) and 190,000 aircraft operations in next 20 years**
 - 66 million annual passengers (up from 37.5 million in 2014)
 - 540,000 annual operations (up from 350,000 in 2014)
- **SAMP will assess if, and plan for how, Sea-Tac can meet this demand**



Forecast Implications

■ Airfield

- 36% more aircraft on the airfield during peak hours
- Impact: Efficiency exponentially decreases as the airfield reaches and exceeds capacity

■ Terminal

- 58% more departing and 70% more arriving passengers in the terminal during peak hours
- Impact: Severe congestion and a low level of customer service at check-in, security screening and baggage claim

■ Landside

- 42% more vehicles on Upper Drive during morning peak and 61% more vehicles on Lower Drive during evening peak
- Impact: Passenger safety and access to the terminal will be severely compromised in 2034 without improvements



Development Constraints

Land Allocation

- Western operational boundary of airfield is 16R-34L (*no 4th runway*)
- Three runways are needed in 2034 (*cannot push terminal edge west*)
- No terminal facilities west of 16R/34L (*topography, wetlands*)
- Limited footprint requires prioritization of land uses and complex phasing plan



Challenges

■ Airfield

- Accommodate 120 peak hour operations with no airfield expansion
- Increase airfield efficiency to make full use of three runway system

■ Terminal

- Provide 35 additional aircraft gates with direct terminal access
- Expand terminal in manner that will be operationally efficient and can be phased with least disruption to existing facilities
- Single, expanded terminal or second terminal?

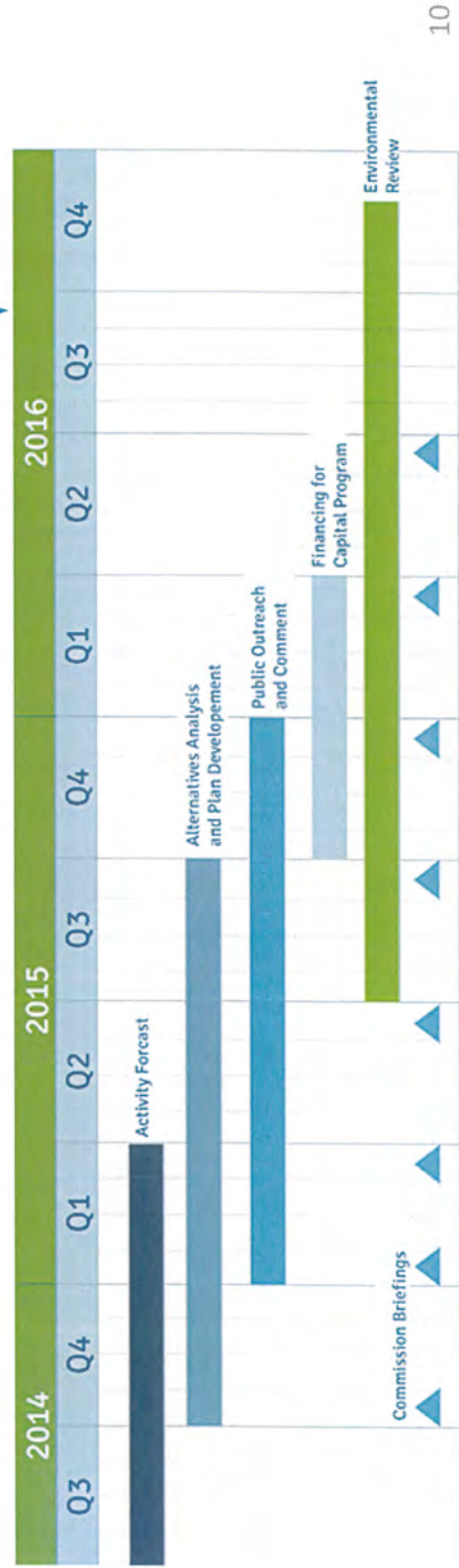
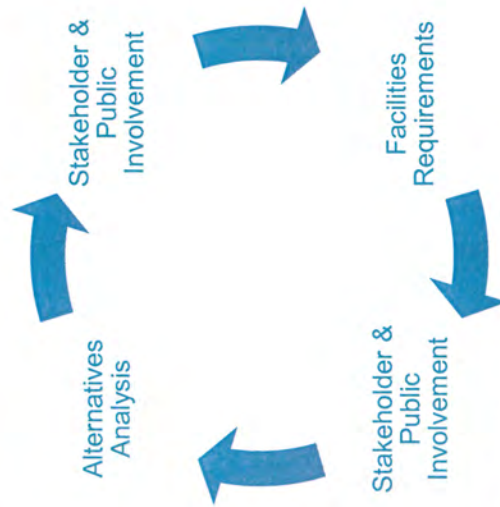
■ Landside

- Upper and Lower Drives expansion difficult and expensive
- All traffic accessing the airport funnels through a bottleneck on the North Airport Expressway



Planning Schedule

- **Activity forecast** (completed Q3 2014 – in FAA review)
- **Alternatives analysis & plan development** (Q4 2014 – Q3 2015)
 - Iterative process, finalizing facility requirements and developing preferred development alternative
 - Commission engagement at key decision points
 - Constructability assessment
 - Phased implementation plan
 - Planning level cost estimates
- **Program plan of finance** (Q4 2015 – Q1 2016)
- **Environmental review** (Q3 2015 – Q4 2016)



Public Outreach

■ Open houses designed to engage a regional audience

- 1st Series of public meetings (Spring 2015): SAMP process, goals, forecast, and development concepts
 - ✓ March 4, Mount Rainier High School , 5 – 7 p.m. (65 attendees)
 - ✓ March 19, Seattle Central Library , 5 – 7 p.m. (27 attendees)
 - ✓ April 2, Bellevue Public Library, 5 - 7 p.m. (33 attendees)
- 2nd Series of public meetings (Summer 2015): Preliminary alternatives
- 3rd Series of public meetings (Fall 2015): Preferred development alternative



Public Outreach

- **Additional public outreach**
 - City Council presentations
 - SWKC Chamber business roundtables
 - Highline Forum briefings
 - Regional, community and business organization presentations
- **Transportation Review Committee**
 - Engage local & regional planners on transportation challenges identified in SAMP
 - Engage local & regional planners on improvements to ease congestion
 - 1st meeting planned for June 3

Public Outreach

- Summary of What was Heard at 1st Round of Open Houses
 - Open house and display boards were effective at engaging public
 - Curiosity about what's driving Sea-Tac's growth
 - Awareness about growing congestion on airport drives
 - Interest in easier circulation between gates, check-in areas and light rail
 - General concerns about aircraft noise
 - General concerns about aircraft emissions
 - General concerns about traffic impacts



Questions?

For more information, visit the Port's SAMP webpage:

<http://bit.ly/airport-master-plan>



SEA-TAC AIRPORT

Sustainable Airport Master Plan

Sea-Tac's Sustainable Airport Master Plan is a long-term blueprint for airport development to meet the needs of the traveling public, while reducing environmental and social impacts. The plan includes airfield development within the current three-runway configuration, terminal development, roadway improvements, and facility modernization and expansion possibilities.

Completion of the plan will make Sea-Tac the first large hub U.S. airport to fully incorporate sustainability as a key planning component.

Why is the Plan Needed?

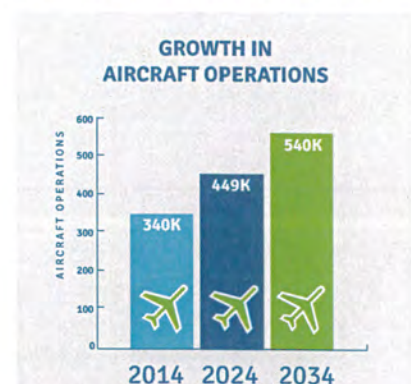
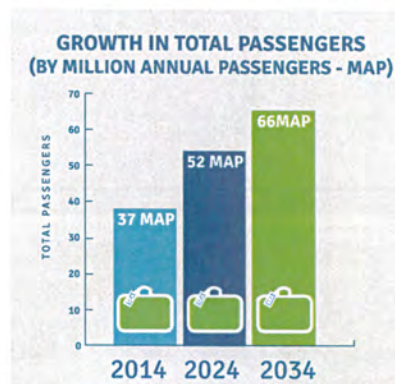
The plan is needed to accommodate continued strong passenger growth at the airport. In 2014, Sea-Tac served more than 37 million passengers. This figure could reach 52 million over the next decade and could be as high as 66 million in 2034.

In addition to forecasting future demand, the plan takes stock of current facilities, infrastructure, operations and passenger levels, looking at scenarios that are five, 10, and 20 years in the future. It includes air quality, energy and water conservation, recycling and other strategic environmental goals, and will align with the Port's Century Agenda sustainability and energy efficiency goals.

Project Goals:

- Provide a quality experience for customers in the long-term
- Provide adequate facilities to continue to serve as one of our state's primary economic engines
- Include a strong emphasis on environmental sustainability

AIRPORT TRAFFIC WILL GROW BY 14 MILLION ENPLANEMENTS (29 MILLION TOTAL PASSENGERS) IN THE NEXT 20 YEARS



Key Plan Elements

- Forecasts of future airport traffic, operations, and passenger growth
- Criteria and constraints to inform future improvements
- Proposed options for future improvements at Sea-Tac Airport:
 - Airfield
 - Terminal
 - Landside (vehicle access, regional roadway connections, and parking)
- Integration of environmental objectives, social responsibility, and economic sustainability strategies into the plan

Planning Timeline

	2014		2015				2016			
	Summer	Fall	Winter	Spring	Summer	Fall	Winter	Spring	Summer	Fall
Develop forecasts										
Alternatives analysis and plan development										
Develop financing for capital program										
Environmental review of plan										
Final plan adoption										
Public outreach and comment										

What work is under way?

- Finalizing growth forecasts
- Developing and analyzing options
- Gathering public input about options

How to get involved:

- Visit the project website for additional materials and to learn more about upcoming meetings
- Sign up to receive email updates to keep up-to-date throughout the SAMP process
 - Go to the Port of Seattle website
 - Click "Email updates"
 - Select the "Sustainable Airport Master Plan (SAMP)" box

Upcoming opportunities:

- Public meeting (summer 2015): Review and comment on preferred alternatives
- Public meeting (fall 2015): Review and comment on proposed plan alternative

Future outreach opportunities beyond 2015 will be scheduled in association with the environmental review for the SAMP.

Contact: Sarah Shannon | 206.462.6357 | sshannon@prrbiz.com

<http://bit.ly/airport-master-plan>