

AGENDA

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

June 25, 2020 – 5:00-8:00 p.m.

NOTE: The City of Des Moines is currently operating under a Proclamation of Emergency issued on March 5, 2020 and Governor Inslee's Stay-at-Home order issued March 23, 2020 in response to the COVID-19 Pandemic. Accordingly, this meeting will be held virtually using Zoom.

Public Comment continues to be encouraged and will be accepted in the following manner:

- (1) In writing, either by email to the City Clerk's Office at <https://www.desmoineswa.gov/FormCenter/City-Forms-3/Council-Meeting-Comments-49> or by mail; Attn: City Clerk Office, 21630 11th Avenue S., Des Moines WA 98198 no later than 4:00 p.m. day of the meeting. Only your name and the subject of your public comment will be read into the record at the Council meeting. The full written correspondence will be scanned and attached to the Council packet and uploaded to the website as part of the permanent record.
- (2) By participation via Zoom. If you wish to provide oral public comment please email the City Clerk's office at <https://www.desmoineswa.gov/FormCenter/City-Forms-3/Council-Meeting-Comments-49> no later than 4:00 p.m. day of the meeting to receive your Zoom log-in and personal identification number. Please note that Zoom attendees do not interact with one another; they join in listen-only mode until it is their turn to address the Council.
- (3) To participate in the Public Hearing for the Transportation Improvement Plan or the Flood Hazard Areas Code Update, First Reading: Please fill out the form at this address: <https://www.desmoineswa.gov/FormCenter/City-Forms-3/Council-Meeting-Comments-49>

City Council meetings can also be viewed live on Comcast Channel 21 or live streamed on the City's website at www.desmoineswa.gov.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC VIA ZOOM/WRITTEN PUBLIC COMMENT

ADMINISTRATION REPORT

Item 1: SUMMER EVENTS

Item 2: VAN GASKEN

CONSENT CALENDAR

Page 5 Item 1: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers through June 19, 2020 in the attached list and further described as follows:

Total A/P Checks/Vouchers	#160866-160939	\$ 522,982.84
Electronic Wire Transfers	# 1466-1478	\$ 583,202.86
Payroll Checks	# 19383-19384	\$ 19,906.31
Payroll Direct Deposit	#250001-250136	\$ 353,578.99

Total Checks and Wires for A/P and Payroll: \$1,479,671.00

Page 7 Item 2: REDONDO FISHING PIER, REDONDO FISHING PIER BULKHEAD & PLAZA, AND REDONDO RESTROOM, 2020-2021 ON-CALL GENERAL CIVIL ENGINEERING SERVICES – CONSULTANT DESIGN TASK ASSIGNMENT AND ACCEPTANCE OF WASHINGTON STATE DEPARTMENT OF COMMERCE 2021 LOCAL COMMUNITY PROJECTS PROGRAM GRANT

Motion 1 is to approve the 2020-2021 On-Call General Civil Engineering Services Formal Task Assignment 4 with Exeltech Consulting for the Redondo Fishing Pier, Redondo Fishing Pier Bulkhead & Plaza, and Redondo Restroom Project in the amount of \$649,873.96, and further authorize the City Manager to sign said Formal Task Assignment substantially in the form as submitted.

Motion 2 is to authorize the Acceptance of Washington State Department of Commerce 2021 Local and Community Projects Program Grant in the amount of \$339,500.00, and further authorize the City Manager, or his designee, to sign the 2021 Local and Community Projects Program Grant Contract substantially in the form as submitted.

Page 67 Item 3: PROCLAMATION OF RACISM AS A PUBLIC HEALTH CRISIS
Motion is to approve the proclamation declaring racism is a public health crisis and that racism is unacceptable in any of our societal institutions.

Page 73 Item 4: JUNETEENTH PROCLAMATION
Motion is to approve the proclamation acknowledging June 19, 2020 as Juneteenth.

PUBLIC HEARING/CONTINUED PUBLIC HEARING

Page 77 Item 1: TRANSPORTATION IMPROVEMENT PLAN (2021-2040)
Staff Presentation:
Transportation & Engineering Services Manager, Andrew Merges

Page 99 Item 2: DRAFT ORDINANCE NO. 20-030 RELATED TO THE
ENVIRONMENT CODE AND THE REGULATION OF FLOOD
HAZARD AREAS, FIRST READING
Staff Presentation:
Land Use Planner II, Jason Woycke

**BOARD & COMMITTEE REPORTS/COUNCILMEMBER COMMENTS – (4 minutes per
Councilmember) - 30 minutes**

PRESIDING OFFICER'S REPORT

EXECUTIVE SESSION

NEXT MEETING DATE

July 9, 2020 City Council Study Session

ADJOURNMENT

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CITY OF DES MOINES
Voucher Certification Approval

June 25, 2020

Auditing Officer Certification

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

As of **June 25, 2020** the Des Moines City Council, by unanimous vote, does approve for payment those vouchers through June 18, 2020 and payroll transfers through June 19, 2020 included in the attached list and further described as follows:

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



Beth Anne Wroe, Finance Director

	# From		# To	Amounts
Claims Vouchers:				
Total A/P Checks/Vouchers	160866	-	160939	522,982.84
Voided Checks		-		0.00
Electronic Wire Transfers	1466	-	1478	583,202.86
Total claims paid				1,106,185.70
Payroll Vouchers				
Payroll Checks	19383	-	19384	19,906.31
Direct Deposit	250001	-	250136	353,578.99
Total Paychecks/Direct Deposits paid				373,485.30
Total checks and wires for A/P & Payroll				1,479,671.00

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT:

Redondo Fishing Pier, Redondo Fishing Pier Bulkhead & Plaza, and Redondo Restroom, 2020-2021 On-Call General Civil Engineering Services – Consultant Design Task Assignment and Acceptance of Washington State Department of Commerce 2021 Local and Community Projects Program Grant

ATTACHMENTS:

1. 2020-2021 On-Call General Civil Engineering Services Formal Task Assignment 4 (Exeltech Consulting)
2. CIP Worksheets
3. Commerce Contract

FOR AGENDA OF: June 25, 2020

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: June 17, 2020

CLEARANCES:

- ☐ Community Development N/A
☐ Marina N/A
☐ Parks, Recreation & Senior Services N/A
☒ Public Works *R. Blum*

CHIEF OPERATIONS OFFICER: *Dip J.*

- ☒ Legal /s/ TG
☒ Finance *Catherine Wilson*
☐ Courts N/A
☐ Police N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: *PM*

Purpose and Recommendation

The purpose of this Agenda Item is to seek City Council authorization for the 2020-2021 On-Call General Civil Engineering Services Formal Task Assignment 4 for the Redondo Fishing Pier, Redondo Fishing Pier Bulkhead & Plaza, and Redondo Restroom Project, Attachment 1, with Exeltech Consulting, for engineering, permitting, and architectural services.

Additionally, this Agenda Item seeks City Council authorization for the acceptance of the Washington State Department of Commerce 2021 Local and Community Projects Program Grant, Attachment 3, for the Redondo Fishing Pier, Redondo Fishing Pier Bulkhead & Plaza, and Redondo Restroom Project.

The following motions will appear on the Consent Agenda:

Suggested Motions

Motion 1: “I move to approve the 2020-2021 On-Call General Civil Engineering Services Formal Task Assignment 4 with Exeltech Consulting for the Redondo Fishing Pier, Redondo Fishing Pier Bulkhead & Plaza, and Redondo Restroom Project in the amount of \$649,873.96, and further authorize the City Manager to sign said Formal Task Assignment substantially in the form as submitted.

Motion 2: “I move to authorize the Acceptance of Washington State Department of Commerce 2021 Local and Community Projects Program Grant in the amount of \$339,500.00, and further authorize the City Manager, or his designee, to sign the 2021 Local and Community Projects Program Grant Contract substantially in the form as submitted.

Background

Motion 1

The City of Des Moines Redondo Fishing Pier is currently closed to the public and is anticipated to be replaced as part of the City’s Capital Improvement Plan (CIP). The pier was originally built in 1980 with a timber superstructure supported on timber substructure. The treated timber pilings are showing significant signs of internal and exterior deterioration and loss of structural capacity. During the fall of 2019, the City performed an on-site inspection and condition survey to evaluate the fishing pier structure. The inspection results identified the need for facility replacement in lieu of temporary repairs. The City Council was briefed on the short and long-term alternatives on September 5, 2019.

The existing restroom and pier foundation as well as the adjacent timber bulkhead are also exhibiting significant signs of deterioration and are anticipated to be replaced as part of the CIP. Given the current location of the restroom facility situated over tidelands, maintenance of the facility has become unsustainable due to the corrosive environment and aging timber piles. The restroom is expected to be relocated across Redondo Beach Drive within the parking lot. Currently, with the restroom sited over the water, there are infrastructure challenges and degradation that is exacerbated with the saltwater environment.

The existing bulkhead adjacent to the restroom and fishing pier is also exhibiting significant signs of deterioration and is anticipated to be replaced as part of the CIP. By potentially combining the bulkhead replacement with the fishing pier replacement, more cost effective design solutions can be reviewed.

Motion 2

The Redondo Fishing Pier is considered a significant public asset both locally and regionally. It is one of the few locations between Tacoma and Seattle that provides public access to Puget Sound. In an effort to accelerate the design, permitting, and desired reopening of the facility, the Washington State legislature approved a direct appropriation for this capital project in early 2020. This financial support will be managed by the Washington State Department of Commerce as a 2021 Local and Community Projects Program Grant.

Discussion

Motion 1

In order to fulfill the project design and permitting requirements, consultant support will be needed. City staff utilized the 2020-2021 On-Call General Civil Engineering Services roster for consultant selection as approved by City Council on November 14, 2019. Exeltech Consulting was selected based on their

ability to provide structural engineering, architecture, extensive environmental permitting, as well as past performance on the Redondo Boardwalk Replacement Project. Additionally, Exeltech Consulting has identified previous engineering work performed for the boardwalk project (coastal and geotechnical engineering) that will be utilized for the fishing pier to help lower project costs.

Specific elements of work included within the Consultant Services Contract include:

- Preliminary Engineering (Survey, Geotechnical, Urban Design, Landscape Architecture, Architecture, Civil)
- Fishing Pier Alternative Analysis
- Public Outreach Support
- Grant Funding Assistance
- Environmental Permitting
 - National Environmental Policy Act (NEPA)
 - State Environmental Policy Act (SEPA)
 - Washington Department of Fish and Wildlife Hydraulic Project Approval (HPA)
 - Washington Department of Natural Resources (Land Lease Concurrence)
 - Washington State Department of Ecology (Clean Water Certification)
 - City Shoreline Review
 - City Building Permit
- Final Design & Bid Documents (Fishing Pier, Bulkhead, Restroom, Parking Lot)

Motion 2

The 2021 Local and Community Projects Program Grant from the Department of Commerce is for expenditures made during the current State biennium (July 1, 2019 thru June 30, 2021). The grant will be utilized for the engineering design and preliminary permitting for the fishing pier and associated bulkhead. Funds will not be able to be used for the restroom replacement or project management by the City or Consultant.

Alternatives

Motion 1

Alternative 1: No Contract Authorization

The City Council could elect not to approve the 2020-2021 On-Call General Civil Engineering Services Formal Task Assignment with Exeltech Consulting. The City would then need to review other on-call consultant qualifications or issue a Request for Proposal (RFP). This process would add significant time to the consultant selection process and place the 2021 Local and Community Projects Program Grant at risk for full expenditure by June 30, 2021.

Alternative 2: Reduced Scope of Services

The City Council could elect to reduce the scope of services focusing on specific elements of the project such as each individual project (fishing pier, bulkhead, and restroom). This option would not realize the economy of scale for design and permitting services due to upfront engineering tasks that are common across all three project elements. This process could also place the project federal NEPA permitting at risk due to the interrelatedness of each element.

Motion 2

Alternative: No Grant Acceptance and Authorization

The City Council could elect to not accept and approve the 2021 Local and Community Projects Program Grant. This would require additional future resources to complete the CIP projects as well as it could place future legislative direct appropriation requests at risk.

Financial Impact**Motion 1**

The City's CIP Budget Worksheets include revenues to achieve funding for this Formal Task Assignment (Attachment 2).

Motion 2

The City's CIP will be updated to reflect the grant award.

Recommendation

Staff recommends adoption of the motions.



FORMAL TASK ASSIGNMENT DOCUMENT

Task Number 4

The general provisions and clauses of Agreement 2020-2021 On-Call General Civil Engineering Services between City of Des Moines and Exeltech Consulting, Inc.

Shall be in full force and effect for this Task Assignment.

Location of Project: City of Des Moines Redondo Fishing Pier

Project Title: Redondo Fishing Pier, Bulkhead and Restroom Replacement Project

Maximum Amount Payable Per Task Assignment: \$649,873.96

Completion Date: December 31, 2021.

Description of Work: Provide Design Services on the above referenced project as outlined in attached Exhibit A - Scope of Services.

Agency Project Manager Signature: _____ Date: _____

Oral Authorization Date: _____ See Attachment Dated: _____

Consultant Signature: _____ Date: _____

Agency Approving Authority: _____ Date: _____

Exhibit A

Scope of Services

City of Des Moines Redondo Fishing Pier Replacement, Bulkhead Improvements, and Restroom Replacement

June 2020

Prepared by:

Exeltech Consulting, Inc.
8729 Commerce Pl Dr NE, Suite A
Lacey, WA 98516



Scope of Services for Redondo Fishing Pier, Bulkhead, and Restroom Replacement Project City of Des Moines

Under this Agreement, Exeltech Consulting, Inc., hereinafter referred to as the “Consultant”, will perform professional services for the City of Des Moines hereinafter referred to as the “CITY”. This Scope of Work (“SOW”) provides for Environmental Permitting, Urban Design, Architectural Design, Civil Engineering, and Structural Engineering services for the Redondo Fishing Pier, Bulkhead, and Restroom Replacement Project.

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

BACKGROUND

The City of Des Moines Redondo Fishing Pier is currently closed to the public and a decision has been made to replace the existing structure with a new structure. The pier was constructed several decades ago, estimated to be in the year 1980, with a timber superstructure supported on timber substructure. The treated timber pilings are showing significant signs of internal and exterior deterioration and loss of structural capacity. During the fall of 2019, the Consultant performed an on-site inspection and condition survey to evaluate the fishing pier structure. The Technical Memorandum provided for this effort and the information obtained informs scope of work described in this document.

Other elements adjacent to the fishing pier are also in need of improvements. These elements include:

- Approximately 300 lineal feet of bulkhead wall supporting the pedestrian area adjacent to the fishing pier.
- Removal and replacement of the existing restroom facility including associated traffic/parking lot access, egress, and wayfinding design associated with the selected future restroom location.
- Pedestrian connectivity improvements from the parking lot to new bulkhead.
- Illumination
- Urban amenities to improve the public experience including construction of pedestrian amenities, wayfinding and art elements adjacent to the bulkhead.

PROJECT SCHEDULE

• NTP	Determined by the CITY
• Geotechnical exploration & survey	2 months after NTP
• Draft Geotechnical Report & Seismic Analysis	3 months after NTP
• Environmental SEPA Kickoff Meeting	3 months after NTP
• Schematic Design Package	4 months after NTP
• Community Outreach Meeting 1	4 months after NTP
• Community Outreach Meeting 2	5 months after NTP
• JARPA Submittal (180 day min approval)	7 months after NTP
• 30% Plan Submittal	7 months after NTP
• 90% & 100% Plan Submittal	10 months after NTP
• Ad Date	11 months after NTP

PROJECT DESCRIPTION

ASSUMPTIONS

1. The plans, specifications, and estimates (PS&E), along with reports will be prepared, to the extent feasible, in accordance with the 2020 WSDOT Standard Specifications, most current International Building Code, and CITY Standards.
2. The plans will be prepared using AutoCAD software.
3. The project will be developed using English units of measure.
4. Construction work will be within the existing right-of-way, it is anticipated that no new right-of-way will be required.
5. There are no hazardous materials or wastes in the project area.
6. The City will have jurisdiction over local permitting requirements.
7. The City will be the lead agency under the State Environmental Policy Act (SEPA).
8. It is assumed that SEPA review will result in a Mitigated Determination of Non- Significance, and that an Impact Statement (EIS) will not be required, or an exemption will be granted.
9. The NEPA process, including Endangered Species Act (ESA) Section 7 documentation and National Historic Preservation Act (NHPA) Section 106 consultation will be required.
10. The project will impact wetlands or waters of the State and U.S. It is assumed that a Joint Aquatic Resource Permit Application (JARPA) will be required.
11. No historic/archaeological resources will be discovered. Specifications may be required within the final PS&E to accommodate findings of resources during construction.
12. This scope of work does not include sediment sampling which would be required for dredged material management.

13. The CITY will provide pertinent site information to the Consultant in a timely fashion during the information gather stage.
14. Wave analysis report provided by Moffatt & Nichol for the Redondo Beach Boardwalk Repair Project includes sufficient information to complete the scope of work contained in this document.
15. The geotechnical report will conclude that the restroom may be supported by a typical shallow foundation not requiring consideration for liquefaction or lateral spreading.
16. Up to three agency meetings may be held to discuss project design and construction concepts, anticipated environmental impacts, and potential avoidance/minimization/mitigation opportunities.
17. The USACE will be the lead federal agency for the NEPA process. The USACE will coordinate and lead the NEPA documentation process. NEPA documentation prepared under this scope of work will be limited to a Biological Assessment under Section 7 of the Federal Endangered Species Act and Cultural Resources Assessment under Section 106 of the National Historic Preservation Act.
18. Schedule assumes a two-week review cycle for formal submittals.
19. Permit fees, if required, will be paid by the CITY.
20. Consultant will obtain signatures and submit permit applications and supporting documents to the CITY with appropriate fee.
21. The appropriate environmental document will be a Mitigated Determination of Non-significance.
22. The project will be approved under one or more Nationwide Permits. If the project design triggers an Individual Permit, The Consultant can provide a separate scope to support that process.
23. The Consultant will be the agent listed on the state and federal permit applications to expedite review and approval.
24. The Consultant will provide project drawings in the required 8.5x11 JARPA format.
25. The Consultant will coordinate signatures and submit applications.
26. Services not specifically identified herein, are expressly excluded.
27. Geotechnical field work can be completed during standard work hours and site access, site control, permitting will be provided by the CITY.
28. Borings for Geotechnical analysis will not require drilling from a barge.

SCOPE OF DESIGN SERVICES

TASK 1 PROJECT MANAGEMENT

Task 1.1 Monthly Project Management

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

Monthly Progress Reports

Risk Assessment with Potential Outcomes, Mitigation & Costs and Permit Monitoring will be included within the monthly progress reports for discussion.

Task 1.2 Grant Funding Assistance

Grant funding identification, research and applications for up to two (2) grants.

- Project team will investigate potential State and Federal grant opportunities.
- Requirements of potential grants will be reviewed and assessed for application to project site.
- Project team will prepare draft application documents, with input from the CITY (including administrative input).

Grant presentation to CITY and possible Grantor Board

- Grant requirements and timelines will be presented to CITY.
- Project team will assist CITY with 1 interview to Grantor Board.
- Project team will meet with grantor on site.

Coordination of grant restrictions imposed on project if awarded (federal or non-federal)

- Project team will develop a grant restrictions table summarizing grant requirements for selected grants. Requirements will be incorporated into the Basis of Design.

Task 1.3 Coordination

- The Consultant will have a kickoff meeting with CITY staff and a site tour review.
- The Consultant will prepare for and attend four (4) project coordination/review meetings with CITY staff.
- The Consultant will prepare for, attend and facilitate two (2) stakeholder meetings with City staff.
- The Consultant will assist the CITY with content for online platforms, telephone interviews and other applicable methods.

Task 1.4 Community Outreach

Community Outreach Meetings

The Consultant will attend two community outreach meeting(s). CITY will lead community outreach activities. The meeting(s) shall be attended by four Consultant staff, including the Consultant Project Manager and will assist the CITY through the process. The CITY will reach out to the community by mailing and posting the flyer for the meetings.

Outreach Materials

The Consultant will prepare project fact sheet flyer for review by the CITY. The Consultant will prepare up to two 24 x 36-inch exhibits to support CITY's community outreach efforts.

Public Comment Responses

The Consultant will compile all comments received from the outreach meeting and discuss strategy of incorporating them into the design with the CITY. The Consultant shall respond to technical comments and the CITY will respond to other comments.

COVID-19 Response

In the event that COVID-19 response does not allow for community outreach meetings, the Consultant shall assist in development of up to (3) three online surveys and associated outreach materials.

Task 1.5 CITY Council Meetings

CITY Council Meetings

The Consultant will attend two CITY Council meeting(s). The meeting(s) shall be attended by two (2) Consultant staff, including the Consultant Project Manager. PowerPoint presentation will be prepared to introduce the CITY Council to the Design development.

TASK 2 PRELIMINARY ENGINEERING

Task 2.1 Surveying

- Gather boundary and survey control records. Establish horizontal and vertical control points within the project limits. Basis of control will be CITY Datum. Approximately 4 control points will be established and will be made available for use during construction. The Consultant will locate, field survey, and calculate positions for monuments and control points throughout the project limits, using the Washington State plane coordinate system. Conventional or GPS surveying methods will be used on this project.
- Perform topographic survey after utilities have been located.
- Prepare survey base map for use by design team which includes 10' beyond the project boundaries on all sides. Project boundaries are defined as the parcel 720360-1705, the roadway passing through the parcel, and the full extents of the existing fishing pier.
- The surveyor will capture the elevations of the highest astronomical tide (HAT), mean higher high water (MHHW), mean high water (MHW), and mean lower low water (MLLW).

Task 2.2 Geotechnical

Task 2.2.1 Field Explorations

The geotechnical consultant will perform the tasks below along with coordinating subcontractors to perform field explorations and tests at the fishing pier site. The consultant will:

Coordinate with CITY personnel to schedule and perform the explorations. Perform a site walk to determine appropriate locations for **up to three (3)** explorations. Mark exploration locations with white paint and call the Utility Notification Center (UNC) for public utility marking. CITY personnel will mark private storm water utilities that are not marked by UNC personnel.

This scope also includes groundwater monitoring for the bulkhead vicinity boring to evaluate the groundwater conditions behind the bulkhead wall. Monitoring will be performed for four months to evaluate the groundwater elevations behind the wall to compare to the tidal water elevations.

The exploration locations will be recorded based on measuring from existing site features; no surveying will be performed. The Consultant will prepare a soil boring log for each exploration indicating the soil layer descriptions, results of penetration tests, maximum groundwater levels, and results of selected laboratory tests.

Task 2.2.2 Laboratory Testing

The geotechnical engineer will perform the following soil index tests on samples collected from the borings to aid in developing soil parameters for static and seismic design and to evaluate soil liquefaction:

- Water content determinations
- Grain-size distribution tests
- Fines content tests
- Atterberg limits tests

The laboratory tests will be performed on a unit price basis. The results of the tests will be summarized and incorporated into tables and figures, and indicators on the soil boring logs.

Task 2.2.3 Preliminary Geotechnical Engineering Analyses

The geotechnical engineer will perform preliminary geotechnical engineering analyses (force-based design) to develop recommendations for the new fishing pier, bulkhead improvements, and restroom foundations.

Geotechnical analyses will include:

- Code-Based seismic design parameters.
- Liquefaction evaluation based on results of downhole testing and laboratory index tests.
- Lateral earth pressure calculations for static design at up to two locations along the bulkhead.
- Axial and lateral pile design recommendations for the new fishing pier.
- Development and use of slope stability models to perform General Limit Equilibrium (GLE) analyses for development of seismic lateral earth pressures at up to two locations.

- Identification of construction issues.
- Geotechnical analyses for the proposed restroom will include:
 - Calculations for bearing resistance of shallow foundation. Deep foundations calculations will not be performed as part of preliminary design.
 - Evaluate liquefaction risk and expected shallow foundation settlements.
 - Lateral resistance recommendations.

The results of our analyses will be provided informally via email to the structural engineers as they are developed. This process will allow the team to optimize scope, schedule, and budget. Recommendations contained in emails will be incorporated into the draft geotechnical report prepared as part of Task 2.2.4.

Task 2.2.4 Draft Geotechnical Report

The results of the field explorations, laboratory testing, and geotechnical analyses will be summarized in text, tables, charts, and/or figures and compiled into a draft geotechnical report. The report will include:

- The logs of current and previous explorations generated as part of Task 2.2.1.
- The laboratory tests results generated as part of Task 2.2.2.
- The subsurface profiles and groundwater charts generated as part of Task 2.2.1.
- A site plan indicating the exploration and profile locations.
- Earth pressure diagrams for static and seismic loading conditions generated.
- Text describing the project, the site conditions, the results of our field and laboratory testing, a description of our engineering analyses and related recommendations, preliminary construction considerations, and considerations for additional analyses to be performed as part of final design.

The draft report will be provided as a PDF document (no hard copies). We will incorporate comments from the Design Team and the CITY as they are received; however, the report will not be finalized under this task phase.

Task 2.2.5 Final Geotechnical Analyses and Report

Based on discussions with the structural engineer and the final design approach, The Consultant will perform the following geotechnical analyses:

- Update geotechnical analyses performed during the preliminary design phase.
- Develop pile driving recommendations for bulkhead piles.
- Modify construction considerations based on the selected bulkhead improvements alternative.

We will update the draft report prepared as part of Task 2.2 to include the updated and new analyses, and to incorporate comments received on the draft report. The final report will be provided as a PDF document (no hard copies).

Task 2.2.6 Meetings

The Consultant will participate in up to three (3) meetings in person, (1) kickoff meeting, and up to two (2) geotechnical-structural coordination meeting.

Task 2.3 Urban Design and Pedestrian Circulation

The Consultant will review existing available data reports provided by the CITY, including:

- Existing site plans
- Historical data and photos
- Redondo area planning documents
- Existing sign/building codes.

Schematic Design

The Consultant will do a site visit/inventory of the primary routes/uses and assess major areas of improvements and identify potential opportunities and develop constraints and design considerations using biophilic approach. Alternative site location analysis for the restroom will be developed and provided to the CITY for review and feedback. Using the CITY's preferred alternative of the restroom location the Consultant will analyze safety, access and connectivity from new bulkhead and within parking lot for pedestrians. The Consultant will develop pedestrian pathway, signage and wayfinding opportunities and propose location that are clear and concise from the parking lot to the new bulkhead. The finalized project design options will be used to develop the conceptual design.

The Consultant will incorporate the CITY's preferred alternative into the PS&E set.

Task 2.4 Architecture for Restroom

The Consultant will gather available site and project information.

The Consultant will perform a land use and building code analysis using the City of Des Moines Municipal Code and the International Building Code as the basis for review.

The Consultant will meet with CITY to discuss expectations for restroom design, program, and potential alternatives to explore. One (1) meeting is assumed.

The Consultant will develop up to three (3) restroom design floor plan alternatives using SketchUp, AutoCAD, or hand sketches for schematic level floor plans. Floor plans would include approximately (4) restroom stalls.

The Consultant will prepare rough-order-of-magnitude (ROM) cost estimates for each alternative.

The Consultant will meet with the CITY to present the results of the alternatives analysis and discuss the CITY's preferred alternative. One (1) meeting is assumed.

The Consultant will prepare a final floor plan, a rendering using SketchUp or Hand Sketches, and a summary report based on the CITY's preferred alternative to be used as the basis of design for the final design phase.

The Consultant will meet with CITY to present the basis of design. One (1) meeting is assumed.

Mechanical, Electrical, and Plumbing designs will be provided as part of the architectural task.

Task 2.5 Fishing Pier Design Alternatives

Consultant shall prepare and present up to three (3) decking alternatives to accommodate 50% light transmission required for environmental permitting. Preliminary costs will be included with each alternative.

TASK 3 ENVIRONMENTAL SERVICES, CULTURAL RESOURCES, AND PERMITTING

The project activities will require permits and approvals from several regulatory agencies and authorities, including the U.S. Army Corps of Engineers (USACE), Washington Department of Fish and Wildlife (WDFW), Washington Department of Natural Resources (WDNR), Washington Department of Ecology (WDOE), and the City Planning Department. This scope of work includes efforts anticipated for permitting these activities. Environmental mitigation may be a condition of some permits and is therefore included in this scope of work, along with field studies required to characterize environmental conditions.

It is assumed that the project will consist of two (2) permit 'packages' to include the following:

- Fishing Pier Replacement
- Bulkhead & Restroom Replacement

During preliminary design discussions with the CITY, this strategy will be refined and may change. For example, the restroom may become part of the Fishing Pier permit package.

Roles and Responsibilities:

The Consultant will:

- Be the primary contact with the CITY and permitting agencies.
- Coordinate project meetings with agencies, set agendas, and take meeting minutes.
- Prepare project design figures, construction methods narrative and specifications, temporary erosion and sediment control details, and other data necessary to quantify and evaluate project impacts for permitting purposes.
- Review draft and final versions of environmental documentation, including reports and permit applications.
- Submit application packages to the CITY Planning and Building Departments as the agent for the CITY Public Works Department.
- Attend project-related meetings and site visits with permitting agencies, including CITY Planning Department.
- Gather project environmental data needed to develop an understanding of environmental conditions within the project area.
- Conduct field surveys, such as vegetation (eelgrass) surveys.
- Prepare permit applications, permit drawings and supporting documentation (e.g., JARPA, BA). Submit applications to USACE, WDFW and WSDOE as agent for the CITY

- Prepare responses to agency questions and comments concerning submitted documents and applications.
- Prepare mitigation planning and permitting documents based on mitigation strategies

Deliverables:

- Permit application documents for above (2) two independent projects.
- Responses to agency questions

The Consultant will coordinate and manage environmental studies, documentation and permitting necessary to approve the project for construction. Activities under this task include:

- Arrange and conduct meetings with agencies, including preparing agendas and meeting minutes.
- Review draft and final environmental documents and permit applications prior to submittal to permitting agencies
- Coordinate application submittals.
- Coordinate responses to questions from permitting agencies.
- Assemble permitting files for construction advertisement.

Task 3.1 Biological Studies and Supporting Documentation

Ordinary High-Water Mark (OHWM) Delineation

The OHWM of the marine shoreline in the project area will be flagged or otherwise marked in the field, and then located by a surveyor (contracted by others). Identification of the OHWM will support clear understanding of the CITY, state and federal jurisdictional boundaries, and is a requirement for agency permit applications.

Critical Areas Study

The CITY is likely to require a critical areas study per CITY Municipal Code 16.10.070. The study will include a “comprehensive site inventory and analysis, a discussion of potential impacts from the proposed development, and specific measures designed to mitigate any potential adverse environmental impacts of the applicant’s proposal, on- and off-site.” The study will address wetlands (presumed absent), nearby streams, critical saltwater habitats, and other fish and wildlife habitat conservation areas. The critical areas study will also include a forage fish habitat assessment and an eelgrass assessment.

Washington Department of Natural Resources mapping show no record of surveys for eelgrass in the immediate project area; however, observations of the site indicate the presence of eelgrass beds. Available information about eelgrass presence will be documented in the Critical Areas Study. A formal eelgrass survey may be required and if so, must be completed between June 1 and October 1.

Deliverable(s):

- Critical Areas Study

Mitigation Assessment

A mitigation assessment will be required by the local, state, and federal regulatory agencies to document mitigation sequencing and any mitigation measures that compensate for permanent impacts to marine habitat. The Consultant will identify feasible mitigation opportunities, emphasizing design elements or actions that could be accomplished during construction (e.g., removal of old structures, debris or riprap material). We will produce a Mitigation Memorandum that includes a discussion of unavoidable impacts and how the project will provide appropriate compensation. The information in this memo can be included in the final Critical Areas Study and other permit application documents.

Deliverables:

- Mitigation Memorandum, one for the Fishing Pier Replacement alone and one for the remaining portions of the project.

Task 3.2 Permitting

Pre- and Post-Submittal Agency Coordination

The Consultant will provide assistance with agency coordination to confirm agency requirements and permit processes prior to submittal, and to respond to agency questions during their review. Consultant will coordinate at least one all-agency site visit or meeting, including appropriate Tribes, early in the project's design phase. Time has been included to prepare for and attend a pre-application meeting with the CITY, coordinated by the Consultant, and one additional permit-related agency meeting, phone and email correspondence. Since the level of permitting effort cannot be accurately predicted, the budget provided for coordination is an allowance only, which is to be expended on a time and material basis.

Shoreline Exemption for Upland Geotechnical Borings

The Consultant will complete an application for Shoreline Exemption for proposed geotechnical borings located upland of the OHWM. If geotechnical explorations are required waterward of the OHWM, additional permits from state and federal agencies will be required; these are not included in this scope and budget.

Deliverables:

- Master Development Application

Shoreline Substantial Development/Shoreline Conditional Use Permit

Based on the limited currently available project information, most of the work activities are anticipated to require either a Shoreline Substantial Development Permit (SDP) or a Shoreline Exemption (if activities fall within the definition of "normal maintenance and repair"). However, if the bulkhead modification is considered an expansion, then a Shoreline Conditional Use Permit (SCUP) may be required. This scope conservatively assumes that the project will require SDP/SCUP. The Consultant will complete the JARPA (see also Task 4.3, #5), as well as a separate memo that provides an assessment of how the project complies with SDP and SCUP approval criteria. The Consultant will also attend a public hearing required for the SCUP.

Deliverables:

- Joint Aquatic Resources Permit Application (JARPA), one application for the Fishing Pier Replacement alone and one application for the remaining portions of the project.
- Memo documenting compliance with SDP and SCUP criteria, one memo for the Fishing Pier Replacement alone and one memo for the remaining portions of the project.
- Critical Areas Study, one for the Fishing Pier Replacement alone and one for the remaining portions of the project.

State Environmental Policy Act (SEPA) Checklist

The Consultant will prepare a SEPA checklist for the proposed project. We anticipate that this project will require supporting documents for geotechnical issues, critical areas, and cultural resources.

Deliverables:

- Master Development Application
- SEPA checklist
- Critical Areas Study

JARPA and Aquatic Protection Permitting System (APPS)

The Consultant will prepare a JARPA for submittal to the USACE, DOE, and DNR, and complete the online APPS form for submittal to WDFW. The JARPA document will function as the permit application for the Clean Water Act (CWA) Section 404 permit, the Rivers and Harbors Act Section 10 permit, and the CWA Section 401 Water Quality Certification. The APPS will serve as the application for the Hydraulic Project Approval (HPA).

Deliverables:

- JARPA
- APPS online submittal.

Biological Assessment

The USACE authorization requires preparation of a biological assessment (BA). The BA will assess the project's construction- and operations-level potential adverse impacts on federally listed species, underwater noise, in- and over-water work, and other construction or design elements. The BA will address listed aquatic species (fish and marine mammals) and marbled murrelets, and essential fish habitat protected under the Magnuson-Stevens Fishery Conservation and Management Act. Once the BA has been submitted to the USACE for consultation, the Consultant will coordinate directly with the USACE, U.S. Fish and Wildlife Service (USFWS) and the National Oceanic and Atmospheric Administration's (NOAA's) National Marine Fisheries Service (collectively, the Services), if necessary to address questions or comments that they may have. If the project adversely affects one or more species additional services may be required.

Deliverables:

- Biological Assessment (BA)

Task 3.3 Cultural Resources Evaluation Section 106

Consultant will prepare an APE and preliminary investigation to determine requirements for documentation under Section 106 of the National Historic Preservation Act.

Background Research

Consultant will conduct background research at appropriate repositories, such as Department of Architectural and Historical Preservation (DAHP), affected tribal cultural resource departments, university libraries, local history museums and informants and use sources appropriate to the task, such as public records, private manuscript collections, online General Land Office records, published (secondary) sources, Sanborn fire insurance maps, and other relevant repositories. The objective of the research should be to develop a full understanding of the historical context, land use patterns, and previously identified sites within the Area of Potential Effect (APE). The CITY will provide Consultant with a detailed written description of the project area, including relevant documentation (maps, plan sheets, photos, etc.). Consultant will provide the CITY with justification for revising/amending the APE, if warranted (based on field survey and/or background research).

Tribal Consultation

As approved by the CITY, the affiliated tribes will be contacted as a technical inquiry from Aqua-Terra through Exeltech to notify them of the project fieldwork dates and request ethnographic data relevant to the project APE. Formal consultation for the project will be completed by the federal permitting/funding agency. I want to ensure Exeltech takes this lead especially with CORPS contacts.

Cultural Resources Survey

The cultural resources survey will be completed by Consultant archaeologists using standard, industry-accepted methods appropriate to the project area and landform. survey activities will comply with the DAHP Survey and Inventory Standards (www.dahp.wa.gov). Any recovered artifacts will be documented and photographed in the field and returned to the survey location, unless negotiated under another agreement.

- Up to 12 auger probes will be completed for the project.
- The CITY will have utilities on-site clearly identified prior to initiation of any fieldwork activity.
- If the project horizontal/vertical limits are changed during periods of work performance, the APE will be revised. Hours associated with revisions or additional survey will be covered under a contract amendment.

Resource Forms

Newly identified cultural resources identified within the project area will be fully documented on either a Washington State Isolate or Archaeological Site Form and will include a written description of the site and its setting, sketch maps, USGS quadrant maps, and photographs. Any structures older than 50 years will be recorded on historic property inventory forms.

- If archaeological sites, isolates, or historic properties are identified during the field survey activity, additional fieldwork may be warranted to determine the boundaries of the site and prepare appropriate documentation.

Inadvertent Discovery Plan

An Inadvertent Discovery Plan will be prepared for the CITY that stipulates the protocol to be followed if cultural resource material is encountered during construction of the project. This plan will provide a description and general background on the type of cultural resource materials that may be encountered in the project area, and the procedural steps to be initiated in the case that a discovery is made. This plan will also include protocol for the discovery of human skeletal material.

Draft Report/Final Report

Consultant will prepare a draft cultural resource assessment report of their findings that includes relevant supporting evidence for the findings and adheres to the DAHP Survey and Inventory Standards. The report will provide context on pertinent land use customs and beliefs, identify sites within the project area, discuss methods used to survey the project area, and include recommendations on the eligibility of the site(s) and the likelihood of construction impacts.

Upon receipt of comment from the CITY, Consultant will revise and finalize the report to address specific concerns or suggested modifications. The final summary report will be suitable for submission to the CITY, the USACE, DAHP, affected tribes and other agencies and concerned parties.

The Consultant will coordinate with the CITY to receive project materials, prepare invoicing and transmit correspondence. Consultant will maintain project files to include necessary supporting materials as required. The Consultant will monitor project task performance, schedule, budget, and approve project expenses. The Consultant will ensure that systems are in place to conduct quality assurance and quality control on deliverables and correspondence.

The CITY will supply or facilitate acquisition of the following items needed for this project

- Preliminary and revised plan maps showing the location and extent of the project;
- Any additional descriptive information and design drawings that show the extent/depth of trenching, grading, excavation or other ground disturbance associated with the project; and
- The results of any geotechnical boring or subsurface testing that may assist in development of a land use/land formation history.
- Contact information or documented permission from property owners to access the survey area;
- Contact information for any agencies or concerned parties that the CITY would like the report disseminated to, if applicable.

Deliverables:

- Draft and Final Cultural Resources Report (PDF), one report will be prepared for the Fishing Pier alone, a second report will be prepared for the remaining portions of the project.

TASK 4 PROJECT PS&E

Task 4.1 Coastal Design and Wave Forces

Wave forces established during the design of the adjacent Redondo Boardwalk project will be reviewed and used to guide design of the Fishing pier and bulkhead.

Task 4.2 Geotechnical Engineering

Update geotechnical recommendations based on proposed bulkhead design.

- Perform displacement-based seismic analysis (including developing conditional mean spectra) for use in optimizing bulkhead design
- Participate in the CMS seismic analysis
- Prepare final geotechnical engineering report.
- Provide geotechnical consulting support to answer design questions.

Task 4.3 Architecture

This task is for the PS&E for the replaced restroom which will include removal of the existing, complete design for the new restroom, and the hook ups for the necessary utilities.

- The Consultant will develop 30% plans, specifications outline, and preliminary estimate of probable construction cost for the selected restroom.
- The Consultant will meet with the CITY to review 30% deliverables.
- The Consultant will develop 60% plans, specifications outline, and probable construction cost for the selected restroom.
- The Consultant will meet with CITY's Building Department for pre-application discussion.
- The Consultant will develop 90% plans, specifications, and estimate of probable construction cost. The plans, specifications, and estimate will include mechanical, electrical, and plumbing.
- The Consultant will develop final plans, specifications, and estimate of probable construction cost.

Task 4.4 PS&E Bid Package

The sheets assumed for the PS&E are included in the attached appendix. The sheets will address the design of the following elements: site preparation, fishing pier, utility revisions, drainage, parking lot, striping, irrigation, plantings, sidewalks, bulkhead, restroom replacement and associated details for each. After the 30% Submittal, the plans will be sent to the CITY in logical packages for their review and

comment, these packages shall constitute the 60% submittal. Such, by the time there is a 90% submittal as stated below the CITY will have seen the project plans.

It is assumed that the project will consist of (2) PS&E packages to include the following:

- Fishing Pier Replacement
- Bulkhead & Restroom Replacement

During preliminary design discussions with the CITY, this strategy will be refined and may change. For example, the restroom may become part of the Fishing Pier PS&E package.

Also addressed will be:

- Structural Calculations for the new fishing pier, restroom, and bulkhead improvements.
- Technical Information Report and or Technical Memorandum address compliance with the King County Storm Water Drainage Manual.
- The Consultant's internal QA/QC procedures and documentation.
- The Consultant will prepare Special Provisions following WSDOT format with an attached appendix containing CSI format specifications for building specific elements. Exeltech will assimilate these into the other specials. The Consultant will prepare the opinion of probable construction cost using approximate quantities of materials for some bid items and lump sum estimates for some bid items, depending on the degree of design completed. Historical bid unit prices for projects in Western Washington will be used to determine appropriate unit bid prices for the opinion of probable cost.
- After receipt of comments from the CITY on the 30% design, the Consultant will respond to comments, complete the analysis, and prepare final design (90% and 100% design development) for the bulkhead improvements, new fishing pier, and urban amenities. After the 100% Submittal, Consultant will incorporate CITY/Agency review comments and resubmit as the Bid Documents.
- The Consultant will assimilate sub-consultant developed PS&Es into one package for advertisement.
- The Consultant will develop the bid documents per the CITY standards.

Task 4.5 PS&E Review

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

TASK 5 Bid Support Services

Task 5.1 Project Advertisement

The Consultant will provide support to the CITY during the project advertisement.

Task 5.2 Requests for Information

The Consultant will address Contractor requests for information and interpretations of the contract documents (anticipated level of effort is less than 10 RIF's). The Consultant will provide Bid Item quantity checks, prepare and process updates to the Contract Provisions and Contract Plans for any Addendums. The Consultant will provide Bid analysis and a recommendation on award of the project.

TASK 6 Management Reserve

At the request of the CITY, the Consultant will provide additional services as requested.

Exhibit B-1
Fee Determination - Summary Sheet

Project Name Redondo Fishing Pier Replacement
Client Name City of Des Moines
Task Description:
Consultant Fee Determination: Exeltech

Start Date
End Date
Project #

Classification	Man Hours	Rate	Dollars
Principal Engineer	12	\$246.42	\$2,957.04
Senior Project Manager	361	\$171.72	\$61,990.92
Senior Engineer	123	\$143.80	\$17,687.40
Senior Structural Engineer	116	\$163.07	\$18,916.12
Civil Engineer	230	\$145.78	\$33,529.40
Project Engineer	190	\$108.90	\$20,691.00
Urban Designer/Landscape Architect	438	\$142.29	\$62,323.02
Environmental Lead	184	\$175.10	\$32,218.40
Sr. Environmental Scientist	260	\$97.73	\$25,409.80
Environmental Scientists/Planner	508	\$152.23	\$77,332.84
Design Engineer (EIT)	300	\$83.77	\$25,131.00
CADD Technician	1509	\$85.00	\$128,265.00
Admin	18	\$75.47	\$1,358.46
Total Hours	4,249		
Total DSC			\$507,810.40

Reimbursables									
Itemized									
Reproduction and Printing	500	copies	@	\$0.10	=	\$50.00			
Field Equipment Rental	0	each	@		=	\$0.00			
Mileage	800	Est	@	\$0.575	=	\$460.00			
Reimbursables Total						\$510.00			
Subconsultant									
KPG						\$12,066.86			
Aqua Terra						\$13,986.70			
Merrick Lentz Architecture						\$61,700.00			
Shannon & Wilson						\$38,800.00			
Subconsultant Total						\$126,553.56			
Management Reserve Fund						\$15,000.00			
Grand Total						\$649,873.96			

Exhibit B-2 Cost Summary by Task	Total
1. PROJECT MANAGEMENT	
1.1 Monthly Project Management	\$12,558.06
1.2 Grant Funding Assistance	\$1,717.20
1.3 Coordination	\$12,226.68
1.4 Community Outreach	\$14,552.24
1.5 CITY Council Meetings	\$5,464.68
2. PRELIMINARY ENGINEERING	
2.1 Surveying	\$12,066.86
2.2 Geotechnical	\$15,520.00
2.3 Urban Design and Pedestrian Circulation	\$25,204.88
2.4 Architecture for Restroom	\$24,680.00
2.5 Fishing Pier Design Alternatives	\$8,782.00
3. TASK ENVIRONMENTAL SERVICES, CULTURAL RESOURCES, AND PERMITTING	
3.1 Biological Studies and Supporting Documentation	\$30,298.96
3.2 Permitting	\$113,502.08
3.3 Cultural Resources Evaluation Section 106	\$13,920.00
4. PROJECT PS&E	
4.1 Coastal Design and Wave Forces	\$946.56
4.2 Geotechnical Engineering	\$23,280.00
4.3 Architecture	\$37,020.00
4.4 PS&E Bid Package	\$215,809.70
4.5 PS&E Review	\$35,967.22
5. BID SUPPORT SERVICES	
5.1 Project Advertisement	\$13,179.20
5.2 Requests for Information	\$17,600.94
6. MANAGEMENT RESERVE FUND	\$15,000.00
REIMBURSABLES, INCLUDING SUBCONSULTANTS	\$576.70
TOTAL	\$649,873.96

Exeltech															Survey-KPG					Evaluation			
Task	Principal Engineer	Senior Project Manager	Senior Engineer	Senior Structural Engineer	Civil Engineer	Project Engineer	Urban Designer/Landscape Architect	Environmental Lead	Sr. Environmental Scientist	Environmental Scientist/Planner	Design Engineer (EIT)	CADD Technician	Admin	Total Exeltech Hours	Survey Manager	Project Surveyor	Survey Technician	Survey Crew II	Survey Crew I	Total KPG Hours	Project Manager	Principal Investigator	Total Aqua Terra Hours
	12	48											18	78									
1.1 Monthly Project Management														10									
1.2 Grant Assistance		10												76									
1.3 Coordination		48					28																
1.4 Community Outreach		12					40					80		132									
1.5 City Council Meetings		10					12					24		46									
2.1 Surveying														0	22	32	60	60	16	190			
2.2 Preliminary Geotechnical														0									
2.3 Urban Design and Pedestrian Circulation							72					176		248									
2.4 Preliminary Architecture for Restroom														0									
2.5 Fishing Pier Alternatives		25				10						40		75									
3.1 Biological Studies and Supporting Documentation								40	72	80		48		240									
3.2 Permitting								144	188	428		56		816									
3.3 Cultural Resources Evaluation Section 106														0									
4.1 Coastal Design and Wave Forces		3	3											6							24	88	112
4.2 Geotechnical Engineering														0									
4.3 Architecture														0									
4.4 PS&E Bid Package		80	80	100	150	140	270				240	925		1,985									
4.5 PS&E Review		40	20	16	60	20					50	100		306									
5.1 Project Advertisement		60	20											80									
5.2 Requests for Information		25			20	20	16				10	60		151									
GRAND TOTAL	12	361	123	116	230	190	438	184	260	508	300	1,509	18	4,249	22	32	60	60	16	190	24	88	112

Exhibit B-4
Subconsultant Fee Determination - Summary Sheet

Project Name Redondo Fishing Pier Replacement

Start Date

Client Name City of Des Moines

End Date

Task Description:

Subconsultant Fee Determination

Project #

Subconsultant: KPG

Classification	Man Hours		Rate		Dollars
Survey Manager	22	x	\$79.55	=	\$1,750.10
Project Surveyor	32	x	\$53.00	=	\$1,696.00
Survey Technician	60	x	\$44.95	=	\$2,697.00
Survey Crew II	60	x	\$81.90	=	\$4,914.00
Survey Crew I	16	x	\$63.11	=	\$1,009.76
Total Hours	190				
Total DSC					= \$12,066.86
Reimbursables					
Itemized	Quantity	Units	Rate		
Reproduction and Printing	0	copies @	\$0.10	=	\$0.00
Field Equipment Rental	0	each @		=	\$0.00
Mileage	0	Est @	\$0.575	=	\$0.00
	0	Est @		=	\$0.00
	0	each @		=	\$0.00
Reimbursables Total					\$0.00
Grand Total					<u>\$12,066.86</u>

Exhibit B-5
Subconsultant Fee Determination - Summary Sheet

Project Name Redondo Fishing Pier Replacement
Client Name City of Des Moines
Task Description:
Subconsultant Fee Determination
Subconsultant Aqua Terra

Start Date

End Date

Project #

Classification	Man Hours		Rate		Dollars
Project Manager	24	x	\$140.00	=	\$3,360.00
Principal Investigator	88	x	\$120.00	=	\$10,560.00
Total Hours	112				
Total DSC					= \$13,920.00
Reimbursables					
<u>Itemized</u>	Quantity	Units	Rate		
Reproduction and Printing	0	copies @	\$0.10	=	\$0.00
Field Equipment Rental	0	each @		=	\$0.00
Mileage	116	Est @	\$0.575	=	\$66.70
	0	Est @		=	\$0.00
	0	each @		=	\$0.00
Reimbursables Total					\$66.70
Grand Total					<u>\$13,986.70</u>

**CITY OF DES MOINES
2020-2025 CAPITAL IMPROVEMENT PLAN
(Amount in Thousands)**

Redondo Fishing Pier	Project #	310.079
(Formerly: Redondo Fishing Pier Replace Decking)		
CIP Category: Waterfront Facility Project		
Managing Department: Plan, Build & PW Admin		
Summary Project Description: Replace Redondo Fishing Pier and remove existing timber piles.		

Justification/Benefits: The fishing pier is now approximately 35 years old and the timber structure and substructure has reached the end of its useful life.

PROJECT SCOPE			
Expenditures	Current Budget	Requested Change	Total Budget
Design	10	394	404
Land & Right of Way	-	-	-
Construction	200	1,371	1,571
Contingency	25	492	517
Total Expenditures	235	2,257	2,492

Funding Sources	Current Budget	Requested Change	Total Budget
REET 2	77	377	454
State of Washington Grants (Unsecured)	158	1,880	2,038
Total Funding	235	2,257	2,492

ANNUAL ALLOCATION										
Project to Date 12/31/18	Scheduled Year 2019	Plan Year 2020	Plan Year 2021	Plan Year 2022	Plan Year 2023	Plan Year 2024	Plan Year 2025	Plan Year 2026	Plan Year 2027	Plan Year 2028
-	-	404	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-
-	-	-	472	1,099	-	-	-	-	-	-
-	-	50	140	327	-	-	-	-	-	-
-	-	454	612	1,426	-	-	-	-	-	-

Project to Date 12/31/18	Scheduled Year 2019	Plan Year 2020	Plan Year 2021	Plan Year 2022	Plan Year 2023	Plan Year 2024	Plan Year 2025
-	-	454	-	-	-	-	-
-	-	-	612	1,426	-	-	-
-	-	454	612	1,426	-	-	-

OPERATING IMPACT		6 Year Total					
Operating Impact		2019	2020	2021	2022	2023	2024
Revenue	-	-	-	-	-	-	-
Expenses	-	-	-	-	-	-	-
Net Impact	-	-	-	-	-	-	-

ANNUAL OPERATING IMPACT							
12/31/18	2019	2020	2021	2022	2023	2024	2025
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-

**CITY OF DES MOINES
2020-2025 CAPITAL IMPROVEMENT PLAN
(Amount in Thousands)**

Redondo Fishing Pier Bulkhead & Plaza	Project #	310.084
Summary Project Description:		
Replace Redondo bulkhead from MAST facility to boat launch and remove existing timber piles. Replace pedestrian promenade		

CIP Category: Waterfront Facility Project

Managing Department: Plan, Build & PW Admin

Justification/Benefits: The bulkhead is now approximately 35 years old and the structure has reached the end of its useful life. The facility is currently exhibiting moderate degradation.

PROJECT SCOPE			
Expenditures	Current Budget	Requested Change	Total Budget
Design	-	479	479
Land & Right of Way	-	-	-
Construction	-	2,514	2,514
Contingency	-	991	991
Total Expenditures	-	3,984	3,984

Funding Sources	Current Budget	Requested Change	Total Budget
REET 2	-	100	100
State Grants (Unsecured)	-	3,884	3,884
Total Funding	-	3,984	3,984

ANNUAL ALLOCATION										
Project to Date 12/31/18	Scheduled Year 2019	Plan Year 2020	Plan Year 2021	Plan Year 2022	Plan Year 2023	Plan Year 2024	Plan Year 2025			
-	-	100	-	379	-	-	-			
-	-	-	-	-	2,514	-	-			
-	-	-	-	123	868	-	-			
-	-	100	-	502	3,382	-	-			

Project to Date 12/31/18	Scheduled Year 2019	Plan Year 2020	Plan Year 2021	Plan Year 2022	Plan Year 2023	Plan Year 2024	Plan Year 2025			
-	-	100	-	-	-	-	-			
-	-	-	-	502	3,382	-	-			
-	-	100	-	502	3,382	-	-			

OPERATING IMPACT		ANNUAL OPERATING IMPACT					
Operating Impact	6 Year Total	2019	2020	2021	2022	2023	2024
Revenue	-	-	-	-	-	-	-
Expenses	-	-	-	-	-	-	-
Net Impact	-	-	-	-	-	-	-

OPERATING IMPACT		ANNUAL OPERATING IMPACT					
Operating Impact	6 Year Total	2019	2020	2021	2022	2023	2024
Revenue	-	-	-	-	-	-	-
Expenses	-	-	-	-	-	-	-
Net Impact	-	-	-	-	-	-	-

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**Grant to**

City of Des Moines

through

The 2021 Local and Community Projects Program

For

Redondo Fishing Pier (Des Moines) –Pre-Construction Activities

Start date: 7/1/2019

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FACE SHEET

Grant Number: 21-96633-098

Washington State Department of Commerce
Local Government Division
Community Capital Facilities Unit

1. GRANTEE City of Des Moines 21650 11th Avenue South Des Moines, Washington 98198		2. GRANTEE Doing Business As (optional) 	
3. Grantee Representative Andrew Merges Transportation & Engineering Services Manager (206) 870-6568 AMerges@desmoineswa.gov		4. COMMERCE Representative Emily Hafford Project Manager (360) 725-5001 Fax 360-586-5880 emily.hafford@commerce.wa.gov P.O. Box 42525 1011 Plum Street SE Olympia, WA 98504-2525	
5. Grant Amount \$339,500.00	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐	7. Start Date 7/1/2019	8. End Date 6/30/2023
9. Federal Funds (as applicable) N/A		<u>Federal Agency</u> N/A <u>CFDA Number</u> N/A	
10. Tax ID # 91-6016496	11. SWV # 91-6016496	12. UBI # 601161113	13. DUNS # N/A
14. Grant Purpose The outcome of this performance-based contract is for pre-construction activities related to the replacement of the Redondo Fishing Pier, as referenced in Attachment A – Scope of Work. COMMERCE, defined as the Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Budget, Attachment “C” – Certification of Availability of Funds to Complete the Project, Attachment “D” – Certification of the Payment and Reporting of Prevailing Wages, Attachment “E” – Certification of Intent to Enter LEED process.			
FOR GRANTEE Michael Matthias, City Manager Date		FOR COMMERCE Mark K. Barkley, Assistant Director Date APPROVED AS TO FORM  Steve Scheele, AAG 5/13/2020 Date	

**SPECIAL TERMS AND CONDITIONS
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THIS CONTRACT, entered into by and between City of Des Moines (a unit of local government hereinafter referred to as the GRANTEE), and the Washington State Department of Commerce (hereinafter referred to as COMMERCE), WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050 (5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has, in Laws of 2020, Chapter 356, Section 1013, made an appropriation to support the 2021 Local and Community Projects Program, and directed COMMERCE to administer those funds; and

WHEREAS, the enabling legislation also stipulates that the GRANTEE is eligible to receive funding for acquisition, construction, or rehabilitation (a venture hereinafter referred to as the "Project").

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto agree as follows:

1. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the GRANTEE and their contact information are identified on the Face Sheet of this Grant.

2. COMPENSATION

COMMERCE shall pay an amount not to exceed \$339,500.00 for the capital costs necessary for or incidental to the performance of work as set forth in the Scope of Work.

3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES

A. The release of state funds under this contract is contingent upon the GRANTEE certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT C (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT), hereof. Such non-state sources may consist of a combination of any of the following:

- i) Eligible Project expenditures prior to the execution of this contract.
- ii) Cash dedicated to the Project.
- iii) Funds available through a letter of credit or other binding loan commitment(s).
- iv) Pledges from foundations or corporations.
- v) Pledges from individual donors.

**SPECIAL TERMS AND CONDITIONS
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- vi) The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. COMMERCE will not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-state matching fund credit.
- vii) In-kind contributions, subject to COMMERCE'S approval.

- B. The GRANTEE shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources, and shall make such records available for COMMERCE'S review upon reasonable request.

4. PREVAILING WAGE LAW

The Project funded under this Grant may be subject to state prevailing wage law (Chapter 39.12 RCW). The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

5. DOCUMENTATION AND SECURITY

The provisions of this section shall apply to capital projects performed by nonprofit organizations that involve the expenditure of over \$500,000 in state funds. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for design only are exempt from this section.

- A. Deed of Trust. This Grant shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the "Deed of Trust"). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within ninety (90) days of contract execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the grant as set forth in Section 2, hereof.
- B. Term of Deed of Trust. The Deed of Trust shall remain in full force and effect for a period of ten (10) years following the final payment of state funds to the GRANTEE under this grant. Upon satisfaction of the ten-year term requirement and all other grant terms and conditions, COMMERCE shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.
- C. Title Insurance. The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.
- D. Subordination. COMMERCE may agree to subordinate its deed of trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within thirty (30) days of receiving the request.

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6. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES

When the grant is used to fund the acquisition of real property, the value of the real property eligible for reimbursement under this grant shall be established as follows:

- a. GRANTEE purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser, or a current property tax statement.
- b. GRANTEE purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

7. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

The GRANTEE may be reimbursed, at the rate set forth elsewhere in this contract, for Project expenditures in the following cost categories:

- A. Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;
- B. Design, engineering, architectural, and planning;
- C. Construction management and observation (from external sources only);
- D. Construction costs including, but not limited to, the following:
 - Site preparation and improvements;
 - Permits and fees;
 - Labor and materials;
 - Taxes on Project goods and services;
 - Capitalized equipment;
 - Information technology infrastructure; and
 - Landscaping.

8. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the GRANTEE for one-hundred percent (100%) of eligible Project expenditures, up to the maximum payable under this contract. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed – by budget line item – for the billing period.

The GRANTEE shall evidence the costs claimed on each voucher by including copies of each invoice received from vendors providing Project goods or services covered by the contract. The GRANTEE shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed. The cancelled checks or electronic funds transfers may be submitted to COMMERCE at the time the voucher is initially submitted, or within thirty (30) days thereafter.

The voucher must be certified (signed) by an official of the GRANTEE with authority to bind the GRANTEE. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this contract, or within fifteen (15) days following the end of the state biennium unless contract funds are reappropriated by the Legislature in accordance with Section 19, hereof.

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Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE.

COMMERCE will pay GRANTEE upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the GRANTEE.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the GRANTEE for services rendered if the GRANTEE fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The GRANTEE shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the GRANTEE, if the GRANTEE is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The GRANTEE is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

9. SUBCONTRACTOR DATA COLLECTION

GRANTEE will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

10. INSURANCE

The GRANTEE shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the GRANTEE, or Subgrantee, or agents of either, while performing under the terms of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. The insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The GRANTEE shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation or modification.

The GRANTEE shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, the GRANTEE shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The GRANTEE shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

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Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the GRANTEE is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the GRANTEE for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$2,000,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subgrantees that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees pursuant to this paragraph shall name the GRANTEE and the GRANTEE's fiscal agent as beneficiary.
- C. The GRANTEE shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

GRANTEES and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. GRANTEE's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

GRANTEE shall provide annually to COMMERCE a summary of coverages and a letter of self insurance, evidencing continued coverage under GRANTEE's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self insurance will be provided on the anniversary of the start date of this Agreement.

11. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Certification of the Availability of Funds to Complete the Project
- Attachment D – Certification of the Payment and Reporting of Prevailing Wages

**SPECIAL TERMS AND CONDITIONS
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- Attachment E – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process

12. REDUCTION IN FUNDS

In the event state funds appropriated for the work contemplated under this contract are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the contract period, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE, and shall meet and renegotiate the contract accordingly.

13. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this contract and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this contract; provided, however, that COMMERCE may be granted a security interest in real property, to secure funds awarded under this contract. This provision does not extend to claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this contract.

14. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY

- A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved by the GRANTEE using state funds under this contract, shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the date the final payment is made hereunder.
- B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this section; Provided, that any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this contract.
- C. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 26 (Recapture provision) of the General Terms and Conditions.

15. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE

- A. The GRANTEE understands and agrees that any facility leased by the GRANTEE that is constructed, renovated, or otherwise improved using state funds under this contract shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the date the final payment is made hereunder.
- B. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 26 (Recapture provision) of the General Terms and Conditions.

**SPECIAL TERMS AND CONDITIONS
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16. MODIFICATION TO THE PROJECT BUDGET

- A. Notwithstanding any other provision of this contract, the GRANTEE may, at its discretion, make modifications to line items in the Project Budget (Attachment B), hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The GRANTEE shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Project Budget (Attachment B,) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 2 of this contract.

17. SIGNAGE, MARKERS AND PUBLICATIONS

If, during the period covered by this contract, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.

18. HISTORICAL AND CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Contract, GRANTEE shall cooperate with COMMERCE to complete the requirements of Governor's Executive Order 05-05, where applicable, or GRANTEE shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. GRANTEE agrees that the GRANTEE is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources s discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, GRANTEE shall, in accordance with Governor's Executive Order 05-05, coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. GRANTEE agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The GRANTEE agrees that, unless the GRANTEE is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the GRANTEE shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

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The GRANTEE shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, GRANTEE agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 05-05.

In the event that the GRANTEE finds it necessary to amend the Scope of Work the GRANTEE may be required to re-comply with Governor's Executive Order 05-05 or Section 106 of the National Historic Preservation Act.

19. REAPPROPRIATION

- A. The parties hereto understand and agree that any state funds not expended by June 30, 2021 will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state's obligation under the terms of this contract shall be contingent upon the terms of such reappropriation.
- B. In the event any funds awarded under this contract are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

20. TERMINATION FOR FRAUD OR MISREPRESENTATION

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this contract, COMMERCE reserves the right to terminate or amend this contract accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant.

**GENERAL TERMS AND CONDITIONS
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1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "GRANTEE" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the GRANTEE.
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant under a separate Grant with the GRANTEE. The terms "subgrantee/subcontractor" refers to any tier.
- G. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- H. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

4. ALL WRITINGS CONTAINED HEREIN

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

5. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

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6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The GRANTEE must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the GRANTEE without prior written consent of COMMERCE.

8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys fees and costs.

9. AUDIT

A. General Requirements

COMMERCE reserves the right to require an audit. If required, GRANTEES are to procure audit services based on the following guidelines.

The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees also maintain auditable records.

The GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its subgrantees.

COMMERCE reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. State Funds Requirements

In the event an audit is required, if the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the GRANTEE.

The GRANTEE shall include the above audit requirements in any subcontracts.

In any case, the GRANTEE's records must be available for review by COMMERCE.

C. Documentation Requirements

The GRANTEE must send a copy of the audit report described above no later than nine (9) months after the end of the GRANTEE's fiscal year(s) by sending a scanned copy to auditreview@commerce.wa.gov or a hard copy to:

Department of Commerce
ATTN: Audit Review and Resolution Office
1011 Plum Street SE
PO Box 42525
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the GRANTEE must include:

**GENERAL TERMS AND CONDITIONS
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- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter.

If the GRANTEE is required to obtain a Single Audit consistent with Circular A-133 requirements, a copy must be provided to COMMERCE; no other report is required.

10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A.** "Confidential Information" as used in this section includes:
1. All material provided to the GRANTEE by COMMERCE that is designated as "confidential" by COMMERCE;
 2. All material produced by the GRANTEE that is designated as "confidential" by COMMERCE; and
 3. All personal information in the possession of the GRANTEE that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B.** The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the GRANTEE shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COMMERCE. Upon request, the GRANTEE shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The GRANTEE shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

11. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the GRANTEE terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the GRANTEE in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The GRANTEE and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on this Grant, or any matter related to the project funded under this Grant or any other state funded project, including but not limited to formulating or drafting legislation, participating in grant procurement, planning and execution, awarding grants, or monitoring grants, during the 24 month period preceding the start date of this Grant. Any person identified by the GRANTEE and their subcontractors(s) must be identified

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individually by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the GRANTEE may be disqualified from further consideration for the award of a Grant.

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the contract by the GRANTEE. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

12. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the GRANTEE hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The GRANTEE shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The GRANTEE shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

13. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the GRANTEE's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

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The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

14. DUPLICATE PAYMENT

COMMERCE shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses.

15. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

16. INDEMNIFICATION

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The GRANTEE's obligation to indemnify, defend, and hold harmless includes any claim by GRANTEE's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

GRANTEE expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to GRANTEE'S or any subgrantee's/subcontractor's performance or failure to perform the Grant. GRANTEE'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The GRANTEE waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

17. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant. The GRANTEE and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The GRANTEE will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the GRANTEE.

18. INDUSTRIAL INSURANCE COVERAGE

The GRANTEE shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the GRANTEE the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount

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owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.

19. LAWS

The GRANTEE shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended.

20. LICENSING, ACCREDITATION AND REGISTRATION

The GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

21. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Authorized Representative.

22. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the GRANTEE shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the GRANTEE's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the GRANTEE may be declared ineligible for further Grants with COMMERCE. The GRANTEE shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein. The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

23. PAY EQUITY

The GRANTEE agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- a. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- b. GRANTEE may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.

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(iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by COMMERCE, if COMMERCE or the Department of Enterprise services determines that the GRANTEE is not in compliance with this provision.

24. POLITICAL ACTIVITIES

Political activity of GRANTEE employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17a RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

25. PUBLICITY

The GRANTEE agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

26. RECAPTURE

In the event that the GRANTEE fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the GRANTEE of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

27. RECORDS MAINTENANCE

The GRANTEE shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

GRANTEE shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

28. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the GRANTEE shall complete registration with the Washington State Department of Revenue.

29. RIGHT OF INSPECTION

The GRANTEE shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all

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reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

30. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

31. SEVERABILITY

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

32. SITE SECURITY

While on COMMERCE premises, GRANTEE, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

33. SUBGRANTING/SUBCONTRACTING

Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work contemplated under this contract without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties. This clause does not include Grants of employment between the GRANTEE and personnel assigned to work under this Grant.

Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subgrants/subcontracts. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.

34. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

35. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the GRANTEE's income or gross receipts, any other taxes, insurance or expenses for the GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

36. TERMINATION FOR CAUSE

In the event COMMERCE determines the GRANTEE has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the GRANTEE in writing of the need to

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take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the GRANTEE shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

37. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

38. TERMINATION PROCEDURES

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the GRANTEE to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the GRANTEE and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AUTHORIZED REPRESENTATIVE shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the GRANTEE such sum as the AUTHORIZED REPRESENTATIVE determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the AUTHORIZED REPRESENTATIVE, the GRANTEE shall:

1. Stop work under the Grant on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its

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discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;

4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AUTHORIZED REPRESENTATIVE to the extent AUTHORIZED REPRESENTATIVE may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
6. Complete performance of such part of the work as shall not have been terminated by the AUTHORIZED REPRESENTATIVE; and
7. Take such action as may be necessary, or as the AUTHORIZED REPRESENTATIVE may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

39. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the GRANTEE, for the cost of which the GRANTEE is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the GRANTEE. Title to other property, the cost of which is reimbursable to the GRANTEE under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the GRANTEE shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B. The GRANTEE shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the GRANTEE shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The GRANTEE shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant

All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or subgrantees/subcontractors.

40. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

Funds awarded under this grant shall be used for pre-construction activities related to the replacement of the Redondo Fishing Pier located in Des Moines, WA.

The pre-construction activities will include, but not be limited to, the engineering design and preliminary permitting of the fishing pier located at latitude 47.348, longitude -122.325.

The project design and engineering and preliminary permitting is expected to be complete in December, 2021.

All project work completed with prior legislative approval. The "Copyright Provisions", Section 12 of the General Terms and Conditions, are not intended to apply to any architectural and engineering design work funded by this grant.

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE

TITLE

DATE

Budget

Line Item	Amount
Architecture & Engineering	\$454,000.00
Total Contracted Amount:	\$454,000.00

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

GRANTEE

TITLE

DATE

Certification of the Availability of Funds to Complete the Project

Non-State Funds	Amount	Total
City REET 2	\$114,500.00	
Total Non-State Funds	\$114,500.00	\$114,500.00
State Funds		
State Capital Budget	\$339,500.00	\$339,500.00
Total Non-State and State Sources		\$454,000.00

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that project funding from sources other than those provided by this contract and identified above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this contract, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE'S review upon reasonable request.

GRANTEE

TITLE

DATE

Certification of the Payment and Reporting of Prevailing Wages**CERTIFICATION PERFORMANCE MEASURE**

The GRANTEE, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as of April 3, 2020, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE'S review upon request.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE

TITLE

DATE

**Certification of Intent to Enter the
Leadership in Energy and Environmental Design (LEED) Certification Process**

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that it will enter into the Leadership in Energy and Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the Project funded by this contract. The GRANTEE shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to COMMERCE.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

GRANTEE

TITLE

DATE

Not Applicable

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Proclamation of racism as a public health crisis

ATTACHMENTS:

1. Proclamation

FOR AGENDA OF: June 25, 2020

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: June 18, 2020

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

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

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation:

The purpose of this agenda item is to approve the Proclamation declaring racism a public health crisis.

Suggested Motion

MOTION: "I move to approve the proclamation declaring racism is a public health crisis and that racism is unacceptable in any of our societal institutions."

Background:

Per a discussion at the June 11, 2020 City Council meeting it was proposed that staff prepare a Proclamation relating to racism as a public health crisis. As is typical, this proclamation has been prepared for Council consideration. In preparing this proclamation, staff utilized a version by Councilmember Martinelli and written comments from Councilmember Buxton, as well as verbal discussions with several other Councilmembers.

Alternatives:

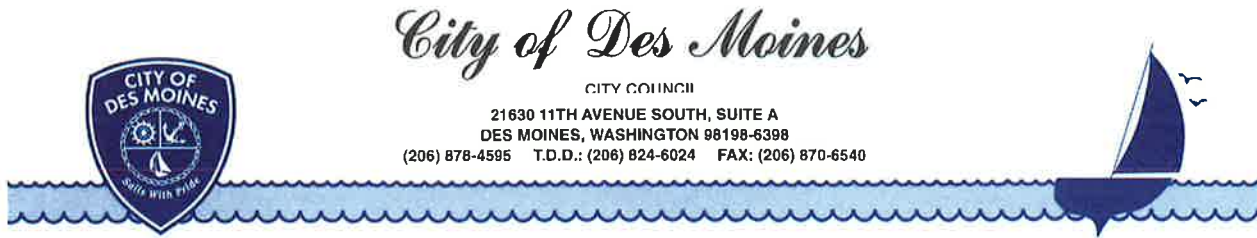
The Council could pass the proclamation with amendments or decline to pass the proclamation.

Financial Impact:

None.

Recommendation/Conclusion:

City Manager and City Administration recommend Council passing this proclamation.



Proclamation

WHEREAS, the Emancipation Proclamation stated:

All persons held as slaves within any State or designated part of a State, the people whereof shall then be in rebellion against the United States, shall be then, thenceforward, and forever free; **and the Executive Government of the United States, including the military and naval authority thereof, will recognize and maintain the freedom of such persons, and will do no act or acts to repress such persons, or any of them, in any efforts they may make for their actual freedom;** and,

WHEREAS, tragic events in recent days have occurred that clearly contradict the statement from the Emancipation Proclamation that affirms the role of government to maintain the freedom of newly free slaves and yet over 150 years later the issue of institutional racism remains unresolved, resulting in death and injury: and

WHEREAS, the City of Des Moines contains one of the most diverse populations in the country as evidenced by the enrollment of the Highline School District that serves Des Moines children and families,

WHEREAS, the legacy of slavery has been racism, both on an individual level and institutionally despite efforts throughout the decades to extinguish racist actions and efforts by federal and local governing bodies in the form of Voting Rights Act, prohibitions upon housing discrimination and Supreme Court decisions to provide equal access to education; and,

WHEREAS, these efforts have not alleviated racism, the impacts of racism spread across our society and have impacted all of our social, economic, employment and criminal justice institutions including police; and

WHEREAS, a study of the United States General Accounting Office, titled *Death Sentence Penalty Sentencing, February 1990* found that:

In 82% of the studies [reviewed], race of the victim was found to influence the likelihood of being charged with capital murder or receiving the death penalty, i.e., those who murdered whites were found more likely to be sentenced to death than those who murdered blacks;” Additionally, Black people make up 13 percent of the population, but they make up 42 percent of death row and 35 percent of those executed. [NAACP Legal Defense & Education Fund, *Death Row U.S.A.*, pp. 1,9 (Summer 2016); and,

WHEREAS, racism causes persistent discrimination in housing, education, employment and criminal justice. An emerging body of research demonstrates that racism is a social determinant of health; and, as stated by Feagin and Bennefield, systemic racism is found throughout health care and public health institutions. They concluded from research that institutionalized white socioeconomic resources, discrimination, and racialized framing from centuries of slavery, segregation, and contemporary white oppression severely limit and restrict access of many Americans of color to adequate socioeconomic resources—and to adequate health care and health outcomes, [Feagin, J. and Bennefield, Z. (2014) Systemic racism and U.S. Health Care, Social Science and Medicine (103:7-14); and,

WHEREAS, health care issues that affect minorities – increased levels of infant mortality in minority communities, lack of access to first trimester care, access to health care resources and most recently the COVID – 19 Pandemic where the number of cases is disproportionate for African Americans which has been described as a function of lack of health care to address at-risk populations suffering from diabetes, heart disease and other health risks, now therefore:

BE IT RESOLVED BY THE CITY OF DES MOINES COUNCIL, DES MOINES, WASHINGTON

THAT THE CITY GOVERNMENT WILL DECLARE THAT RACISM IS A PUBLIC HEALTH CRISIS AND THAT RACISM IS UNACCEPTABLE IN ANY OF OUR SOCIETAL INSTITUTIONS; and

THAT BLACK LIVES MATTER; and

THAT THE CITY WILL CAREFULLY REVIEW AND UPHOLD OUR NON-DISCRIMINATORY POLICIES AS ARTICULATED IN THE CITY PERSONNEL MANUAL WHICH REQUIRE THAT ALL APPLICANTS AND EMPLOYEES BE TREATED EQUALLY; and

THE CITY CALLS ON ALL INSTITUTIONS AND BUSINESSES TO SIMILARLY TAKE ACTION TOWARD THE ELIMINATION OF RACISM IN ALL THEIR ACTIONS

SECTION 2. GENERAL POLICIES AND PRACTICES

A. EQUAL EMPLOYMENT OPPORTUNITY

The City of Des Moines is an equal opportunity employer. Pursuant to DMMC 2.12.110 it is the policy of the City to treat all applicants and employees equally and without regard to race, religion, creed, color, national origin, sex, age, disability, marital or veteran status, pregnancy, HIV infection, use of family leave, utilization of worker's compensation, sexual orientation, or any other basis prohibited by local, state or federal law. This policy applies to all terms and conditions of employment, including but not limited to hiring, placement, promotion, termination, reduction in

The Waterland City

force, transfer, leaves of absence, compensation, and training. It is also the policy of the City to foster and maintain a harmonious, nondiscriminatory working environment for all employees. Towards this end, the City will not tolerate racial, ethnic, religious or sexual slurs, or comments demeaning national origin or the disabled, by any employee. Violations of this policy will be cause for disciplinary action, including written warnings, suspension and termination.

Any employee who feels he or she has been the victim of discriminatory treatment in violation of this policy should bring this concern to his or her Department Director or to the Human Resources Coordinator for appropriate action.

2.12.110 Fair employment policy

(1) Fair Employment Policy Established. It is the policy of the city of Des Moines to promote and afford equal treatment and employment practices to its employees and applicants for employment and to assure equal employment opportunity based upon ability and fitness of any person regardless of sex, age (except minimum age and retirement provisions), race, creed, national origin, sexual orientation, marital status or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment.

(2) Application of Policy. This policy shall apply only to the following: hiring, employment, work assignments, layoff or termination, rates of pay or compensation, and selection for training, with respect to any employee of, or applicant for employment with, the city of Des Moines.

(3) Compliance with Initiative 200. This policy shall be read and implemented consistent with the provisions of Initiative 200, now codified as RCW 49.60.400 "law against discrimination;"

(4) Direction to Implement Policy. Consistent with DMMC 2.12.100, the city manager is directed to modify or implement personnel rules to effectuate the policy established by this section. [Ord. 1279 §§ 1, 2, 2001.]

THE CITY OF DES MOINES WILL ADVOCATE FOR POLICIES THAT COMBAT RACISM AND ENCOURAGE ENTITIES, AT ALL LEVELS, TO ALSO RECOGNIZE RACISM AS A CRISIS. THIS INCLUDES NOTIFYING AND ADVOCATING WITH OUR ELECTED COUNTY, STATE AND FEDERAL REPRESENTATIVES TO EXPAND RESOURCES AND ACCESS FOR BLACK PEOPLE, INDIGENOUS PEOPLE AND PEOPLE OF COLOR.

SIGNED this 25th day of June, 2020.



Matt Pina, Mayor

The Waterland City

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Juneteenth Proclamation

FOR AGENDA OF: June 25, 2020

DEPT. OF ORIGIN: Administration

ATTACHMENTS:

DATE SUBMITTED: June 18, 2020

1. Proclamation

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

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

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation:

The purpose of this agenda item is to recognize June 19, 2020 as Juneteenth.

Suggested Motion

MOTION: “I move to approve the proclamation acknowledging June 19, 2020 as Juneteenth.”

Background:

June 19, 1865 marks the date that Major General Gordon Granger arrived in Galveston, Texas and announced the end of both the Civil War and Slavery. The 1865 date is largely symbolic in that the Emancipation Proclamation, issued by President Abraham Lincoln, had legally freed slaves on January 1, 1863, almost 2 ½ years earlier. Juneteenth honors the end to slavery in the United States and is considered the longest running African American holiday. Although Juneteenth is not a federal holiday, most states and the District of Columbia have passed legislation recognizing it as a holiday or observance.

Alternatives:

None.

Financial Impact:

None.

Recommendation/Conclusion:

City Manager and City Administration recommend Council passing this proclamation.

Concurrence:

None.



City of Des Moines

CITY COUNCIL

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



Proclamation

WHEREAS, on January 1, 1863, President Abraham Lincoln issued the Emancipation Proclamation, setting in motion the end of slavery in the United States; and

WHEREAS, the Civil War ended with the surrender of General Lee at Appomattox Court House on April 9, 1865; and

WHEREAS, this news reached Texas when Union General Gordon Granger arrived in Galveston Bay with Union troops. It was on June 19, 1865, that he announced: "The people of Texas are informed that, in accordance with a proclamation from the Executive of the United States, all slaves are free"; and

WHEREAS, celebration of the end of slavery, which became known as Juneteenth, is the oldest known public celebration of the end of slavery in the United States; and

WHEREAS, Juneteenth commemorates African American freedom and celebrates the successes gained through education and greater opportunity; and

WHEREAS, on a larger scale, celebration of Juneteenth reminds each of us of the precious promises of freedom, equality, and opportunity which are at the core of the American Dream; and

NOW THEREFORE, THE DES MOINES CITY COUNCIL HEREBY PROCLAIMS June 19th as a day to celebrate

JUNETEENTH 2020

In the City of Des Moines, Washington.

SIGNED this 25th day of June, 2020.



 Matt Pina, Mayor



The Waterland City

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Public Hearing
Transportation Improvement Plan
(2021-2040)

ATTACHMENTS:

1. Draft Resolution No. 20-035
2. Draft TIP 2021-2040

FOR AGENDA OF: June 25, 2020

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: June 18, 2020

CLEARANCES:

- ☐ Community Development N/A
- ☐ Marina N/A
- ☐ Parks, Recreation & Senior Services N/A
- ☒ Public Works *R. H. [Signature]*

CHIEF OPERATIONS OFFICER: *[Signature]*

☒ Legal /s/ TG

☒ Finance *Beth Kane [Signature]*

☐ Courts N/A

☐ Police N/A

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

Purpose and Recommendation

The purpose of this public hearing is to provide an update to the City's Transportation Improvement Plan (TIP) and for the City Council to approve Draft Resolution No. 20-035 (Attachment 1) adopting the proposed Transportation Improvement Plan for the City of Des Moines for the years 2021-2040.

Suggested Motion

Motion 1: "I move to approve Draft Resolution No. 20-035 adopting the 2021-2040 Transportation Improvement Plan for the City of Des Moines."

Background

Each year the City of Des Moines, and all cities and counties in Washington State submit a Transportation Improvement Plan (TIP) to the State as required by RCW 35.77.010. This document is useful for agencies to plan and prioritize transportation system improvements while also provide a consistent process for interagency coordination to identify need and funding requirements on a regional and statewide basis.

The City of Des Moines' TIP (Attachment 1) is a long range, 20-year, transportation plan that identifies motorized and non-motorized needs that are not financially constrained. Each project is listed along with a brief description of the proposed improvements. Proposed project schedules and preliminary level cost estimates identify strategic project planning. The costs are broken down into three categories: Engineering (PE), Right-of-Way acquisition (RW), and Construction (CN) which are consistent with State and regional project programming designations.

The plan is derived from the City's Comprehensive Transportation Plan (CTP) and is a list of prioritized projects based primarily on:

- CTP (Safety, capacity, non-motorized, and transit needs).
- Analysis of existing system (Traffic engineering studies, citizen input, etc.).
- Interagency Coordination (Franchise Utility, SeaTac, Sound Transit, etc.).

The TIP is utilized to:

- Fulfill reporting requirements by State Law (RCW 35.77.010) by July 31st.
- Direct the development of the 6-year Capital Improvement Plan (CIP).
- Provide coordination between franchise utilities and neighboring agencies.
- Fulfill reporting to the Washington State Department of Transportation (WSDOT) and the Puget Sound Regional Council (PSRC) in order to pursue loan and grant opportunities.

The completed TIP is sent to utility companies as well as adjacent cities for their information, and for project coordination planning. Some cities choose to list high priorities projects that are not within their city limits, or projects that will be managed by other agencies. The City of Des Moines Comprehensive Transportation Plan (CTP) lists projects that are outside of its boundaries.

Discussion

Staff updated the previous TIP (2020-2039) with the most current project funding information and expenditure schedule, and is forwarding this Draft 2021-2040 TIP to the full Council for public hearing and approval.

Changes within the Draft 2021-2040 TIP from previous years include:

- Priority 5 – 24th Ave S. Improvement Project (Segment 2)
 - **Revise Project Limits** to reflect broadly the scope of work as agreed to with the Washington State Transportation Improvement Board (TIB) and associated grant funding.
- Priority 9 – South 240th St. Improvements (Segment 2)

- **Revise Title & Project Limits** to identify South 240th St. Improvements from 20th Ave S to East City limits as two (2) distinct projects for consistency in size for project delivery in recognition of various funding sources.
- Priority 11 – 24th Ave S. Improvement Project (Segment 1)
 - **Revise Project Limits** to reflect project limit changes of Priority 5.
- Priority 15 – South 240th St. Improvements (Segment 1)
 - **Revise Title & Project Limits** to reflect changes of Priority 9.

Alternatives

The Council can choose to make various changes to the TIP; projects can be moved to different years, added to or taken off the TIP, and priority numbers can be changed.

The City is required to file an adopted plan with the Secretary of Transportation no later than July 31, 2020.

Financial Impact

Although this plan does not commit the City to any expenditures, it does allow the City to make application for many types of grants or other sources of funds. Frequently, project loans or grants require that individual projects be on a plan adopted by the City Council. Furthermore, projects using Federal funding are specifically required to be identified on the City's TIP.

Recommendation

Staff recommends adoption of the motion.

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CITY ATTORNEY'S FIRST DRAFT 06/25/2020

DRAFT RESOLUTION NO. 20-035

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, adopting a Transportation Improvement Plan for the City of Des Moines for the years 2021 through 2040.

WHEREAS, in accordance with the provisions of RCW 35.77.010, a public hearing was held on June 25, 2020 by the Des Moines City Council to consider the adoption of a Transportation Improvement Plan, and all persons wishing to be heard were heard, and

WHEREAS, based on the information presented at such public hearing the City Council finds it to be in the public interest to adopt the Transportation Improvement Plan attached to this Resolution; now therefore,

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

Sec. 1. The City Council adopts the Transportation Improvement Plan for the City of Des Moines for the years 2021 through 2040, which is attached to this Resolution as Attachment "A" and by this reference incorporated herein.

Sec. 2. The program adopted by this Resolution shall be reviewed annually at a public hearing, at which time such program may be amended, revised, or extended.

Sec. 3. The City Clerk is directed to file two certified copies of this Resolution and Exhibit with the Washington State Department of Transportation (WSDOT), Olympia, Washington, within thirty (30) days of the date of adoption of this Resolution.

ADOPTED BY the City Council of the City of Des Moines, Washington this ____ day of ____, 2020 and signed in authentication thereof this ____ day of ____, 2020.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

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DRAFT

Agency: City of Des Moines, WA
 County No.: 17 County Name: King County
 City No.: 0325 MPORTPO: PSRC

ATTACHMENT A

DRAFT Transportation Improvement Plan

Hearing Date: 06/25/20
 Amend Date: XXX
 From: 2021 To: 2040
 Adoption Date: XXX
 Resolution Number: 20-035

Proposed Priority No.	City Project Number	Project Identification	Project Cost in Thousands of Dollars				Local Agency Expenditure Schedule (Year)						
			Fund Source			Total Funds	2021	2022	2023	2024-2026	2027-2030	2031-2040	
			Federal Funds	State Funds	Local Funds								
1	PRES.-1.0	Pavement Preservation Program Citywide Maintain and preserve the City's roadway surfaces through pavement rehabilitation measures such as overlays/patching, crack sealing and other preventative maintenance measures.	PE RW CN	0 0	0 0	17480 17100	380 17100	20 900	20 900	20 900	60 2700	80 3600	180 8100
2	TRAF.-5.0	Traffic Safety Improvement Program (ASE) Citywide Respond to capital needs associated with traffic and pedestrian safety. These funds would be primarily focused on capital projects near existing schools and other traffic safety related concerns.	PE RW CN	0 0	0 0	17480 1900	152 1900	8 100	8 100	8 100	24 300	32 400	72 900
3	PRES.-5.0	ADA Compliance Program Citywide Installation of Right-of-Way and facility improvements.	PE RW CN	0 0	0 0	2052 1450	290 1450	20 100	20 100	20 100	60 300	80 400	90 450
4		Des Moines North Marina Bulkhead Replacement from: Replacement of North Marina Bulkhead supporting multimodal emergency management operations and public land-water access. to: 24th Avenue South	PE RW CN	0 5000	0 6000	1740 7000	200 18000	200 6000	200 6000	200 6000	100 6000	100 6000	540
5	TIF-3.0	24th Ave S. Improvement Project (Segment 2) from: S. 223rd Street to: Kent-Des Moines Road Sidewalk, curb, gutter & drainage improvements in conjunction with SWM's 24th Ave Pipeline Replacement. Provide 2-way left turn lane and enhanced pedestrian crossings.	PE RW CN	0 0	0 0	1030 883	4638 4063	500 75	500 4063	500 4063	0 0	0 0	0
6	S-25.0	Sound Transit - Link Light Rail from: S. 216th St. to: S. 272nd St. Coordination on Link Light Rail Alignment	PE RW CN	0 0	0 0	150 180	150 180	30 60	30 60	30 60	60 60	60 60	60
7	S-25.0	WSDOT - SR509 Gateway & South 216th Bridge from: S. 216th St. to: S. 272nd St. Coordination on SR 509 Gateway.	PE RW CN	0 0	0 0	500 500	500 500	30 500	30 500	30 500	120 500	60 500	60

DRAFT

Agency: City of Des Moines, WA
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Proposed Priority No.	City Project Number	Project Identification	Project Cost in Thousands of Dollars				Local Agency Expenditure Schedule (Year)						
			Project Phase	Fund Source			2021	2022	2023	2024-2026	2027-2030	2031-2040	
				Federal Funds	State Funds	Local Funds							Total Funds
8	TRAIL-2.0	Barnes Creek Trail - South Segment from: Kent-Des Moines Road to: Highline College Construct shared use path/trail along the west side of 16th Ave S and north side of S 240th Street.	PE RW CN	519 4800	81 1200	600 6000	0	600	6000				
9	S-21.1	South 240th St. Improvements (Segment 2) South 240th Street from: 20th Ave S to: 16th Ave S Reconstruct roadway including two travel lanes, bicycle lanes, curb, gutter and sidewalks.	PE RW CN	5319	0	1281	6600	600	0	6000	0	0	0
10	TRAF. - 4.0	Guardrail Program Citywide Install new guardrail and upgrade existing installations.	PE RW CN		200 150 4800	100 50 1200	300 200 6000		300	200 6000			
11	TIF-3.0	24th Ave. S. Improvement Project (Segment 1) 24th Avenue South from: S. 216th St. to: S. 223rd St. Sidewalk, curb, gutter & drainage improvements. Provide 2-way left turn lane.	PE RW CN	0	5150	1350	6500	0	0	300	6200	0	0
12	S-21.2	South 240th St. Improvements (Segment 3) South 240th Street from: 16th Ave. S. to: Marine View Drive Reconstruct roadway including two travel lanes, bicycle lanes, curb, gutter and sidewalks.	PE RW CN		480 112 4000	120 28 1000	600 140 5000				600 140 5000		
13	TIF-14.0	Marine View Dr. and S. 240th St. Intersection Project from: to: Reconstruct roadway to improve horizontal alignment. Provide pedestrian facilities, and widen approaches. Install roundabout or traffic signal if warranted.	PE RW CN	0	3752	948	4700	0	0	0	4700	0	0

DRAFT

Agency: City of Des Moines, WA
 County No.: 17 County Name: King County
 City No.: 0325 MPO/RTPO: PSRC

ATTACHMENT A

DRAFT Transportation Improvement Plan

Hearing Date: 06/25/20 From: 2021 To: 2040
 Amend Date: XXX Adoption Date: XXX
 Resolution Number: 20-035

Proposed Priority No.	City Project Number	Project Identification	Project Cost in Thousands of Dollars				Local Agency Expenditure Schedule (Year)						
			Project Phase	Fund Source			2021	2022	2023	2024-2026	2027-2030	2031-2040	
				Federal Funds	State Funds	Local Funds							Total Funds
14	S-5.0	S. 223rd/Cliff Ave Street Improvement Cliff Ave/South 223rd Street from: Cliff Ave to: 24th Ave. S. Reconstruct to neighborhood collector standards incl. bike lanes, curbs, gutters and sidewalks. Improve sight distance. Provide pedestrian connection to Marina from 223rd/Cliff.	PE RW CN	 	300 4000 	200 4000 	500 0 8000	 	 	 	 	 	500 8000
15	S-21.1	South 240th St. Improvements (Segment 1) South 240th Street from: East City Limits to: 20th Ave .S. Reconstruct roadway including two travel lanes, bicycle lanes, curb, gutter and sidewalks.	PE RW CN	 	200 150 4800	100 50 1200	300 200 6000	 	 	 	300 	 200 6000	
16	PRNIP-S2.0	S. 224th St. Improvements Pacific Ridge NIP S2 from: Pacific Highway South to: 30th Ave. S. Reconstruct roadway. Complete curb, gutter, and sidewalk improvements.	PE RW CN	 	 	113 35 458	113 35 458	 	 	 	113 35 458	 	
17	TRAF-8.0	Redondo Area Parking Management Project Redondo Area Installation of parking management system on South 282nd, Redondo Way, and portions of Sound View Dr.	PE RW CN	 	 	25 0 125	25 0 125	 	 	 	25 0 125	 	
18	TIF-20.0	Marine View Dr. ITS Project from: Kent-Des Moines Road to: DMMD Coordinate and optimize signal timing by installing fiber optic signal communications.	PE RW CN	 	 110 	10 100 	10 210 	 	 	 	10 210 	 	
19	S-3.0	S. 200th St. & S. 199th St. Improvements (Segment 1) from: DMMD to: 8th Ave S. Install curbs, gutters, sidewalks, & bike lanes.	PE RW CN	 	100 1200 	200 50 600	300 100 1800	 	100 	 1800 	300 	 	

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Agency: City of Des Moines, WA
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Proposed Priority No.	City Project Number	Project Identification	Project Phase	Project Cost in Thousands of Dollars				Local Agency Expenditure Schedule (Year)					
				Fund Source			Total Funds	2021	2022	2023	2024-2026	2027-2030	2031-2040
				Federal Funds	State Funds	Local Funds							
20	TRAIL-2.0	Barnes Creek Trail - North Segment Following SR 509 Right-of-Way from: S 216th Street to: S 223rd Street Construct shared use path/trail along old SR509 ROW.	PE RW CN	130 2800	50 20 500	50 150 3300	50 150 3300				50 150 3300		
21	TRAIL-2.0	Barnes Creek Trail - Central Segment Following SR 509 Right-of-Way from: S 223rd Street to: 16th Ave S Construct shared use path/trail along old SR509 ROW and South side of Kent-Des Moines Road	PE RW CN	85 3460	200 15 540	200 100 4000	200 100 4000					200 100 4000	
22	S-29.0	College Way from: SR-99 to: Highline College Expand roadway intended to connect the Kent Des Moines light rail station at S 236th Street and 30th Ave S along 236th Street and College Way to a street end just inside the western edge of the Highline College.	PE RW CN		200 1000	200 0 1500	200 0 1500		200 200				
23	TRAF-7.0	Redondo Area Street Lights Neighborhood streets in the lower Redondo area from: S. 281st St to: South City Limits Install conduit and street lighting in local road areas currently without lighting improvements.	PE RW CN			10 0 60	10 0 60			10 60			
24	S-24.0	Downtown Des Moines Improvements from: S. 227th/220&223 to: 6th/8th Provide sidewalks 6th Ave. S. & side streets from S.227th to S.220th/8th Ave S (west side) & side streets and alleys from S.227th to S.223rd. May include street & water distribution upgrades. May include S 222nd cul-de-sac roadway improvements.	PE RW CN			700 3500 0	700 3500 0					700 3500	
25	ITS-1.0	Traffic Management Center (TMC) Citywide/Public Works - Engineering Continue to improve communication and coordination with WSDOT and King County Traffic Management Centers. Implement Citywide ITS program.	PE RW CN			10 0 50	10 0 50			10 50			
				0	0	4200	4200	0	0	0	0	4200	0
				0	0	60	60	0	0	0	60	0	0

DRAFT

Agency: City of Des Moines, WA
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			Project Phase	Fund Source			2021	2022	2023	2024-2026	2027-2030	2031-2040	
				Federal Funds	State Funds	Local Funds							Total Funds
26	TRAF-8.0	Redondo Beach Drive - Seawall Pile Corrosion Project from: S 283rd Street to: Redondo Shores Dr. S Corrosion protection for seawall H-Piles.	PE RW CN		30 0 300	330	0	0	0	330	30 300		
27	S-8.0	Redondo Way Sidewalk Project from: Redondo Beach Dr. to: East of Sound View Drive Install curb, gutter, & sidewalk on north side of Redondo Way between Redondo Beach Drive and Sound View Drive	PE RW CN		100 0 1000	1100	0	0	0	330	25 1000	75	
28	PL-4.0	Parking Management Plan Highline College Area from: to: Develop a parking management plan strategy and apply program and actions.	PE RW CN		100 0 0	100	0	50	50	50	50		
29	TIF-7.1	16th Ave. S. Improvement Project (Segment 5a) 16th Avenue South from: S. 272nd St. to: S. 276th Street Widen to provide 3-land roadway w/curbs, gutters, bike lanes & sidewalks. Provide new alignment to Pacific Hwy. S. if feasible. Joint project w/City of Federal Way. Also coordinate w/City of Kent and King County Metro.	PE RW CN		128 30 600	128	128	0	0	0	90 1800		
30	TIF-5.2	Kent-Des Moines Rd. Improvements (Segment 2) (SR 516) from: 24th Ave. S. to: Pacific Highway South Widen roadway to provide pedestrian facilities and additional turn lanes. Joint with City of Kent.	PE RW CN		485 100 1700	2018	0	128	0	1890	485 500 6300		
31	INT-7.0	Pacific Highway S. and S. 240th St. Intersection Improvements from: to: Widen to provide dual left turn pocket for eastbound approach, revise signal timing. Coordinate with the City of Kent.	PE RW CN		600 500 3000	7285	0	0	0	7285	600 500 3000		

DRAFT

Agency: City of Des Moines, WA
 County No.: 17 County Name: King County
 City No.: 0325 MPO/RTPO: PSRC

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Proposed Priority No.	City Project Number	Project Identification	Project Cost in Thousands of Dollars				Local Agency Expenditure Schedule (Year)					
			Project Phase	Fund Source			2021	2022	2023	2024-2026	2027-2030	2031-2040
				Federal Funds	State Funds	Local Funds						
32	TIF-6.0	16th Ave. S./18th Ave. S. Road Improvement Following along old SR 509 Right-of-Way from: S. 220th St. to: S. 216th St. Construct new neighborhood collector alignment along 16/18th Ave. S., corridor ind. curb/gutter. May be shared use path constructed along R/W so pedestrian/bicycle facilities may be away from roadway alignment.	PE RW CN	300 2200	300 500	600 0 2700					600 2700	
33	TRAF-3.0	Neighborhood Traffic Calming Program Citywide Respond to traffic calming concerns.	PE RW CN	0 2500	800	3300	0	0	0	0	3300	0
34	PL-2.0	Downtown Circulation Study from: to: Develop a plan to maximize multi-modal use, pedestrian access and traffic operations.	PE RW CN	0 0	200 800	200 0 800	10 40	10 40	10 40	30 120	40 160	100 400
35	PL-3.0	Parking Management Plan Downtown from: to: Develop a parking management plan strategy and apply program and actions.	PE RW CN	0 0	100	100	0	0	0	100	0	0
36	S-30.0	Wooten Park Access and Parking Improvements North of Redondo Way South from: Redondo Way South to: South 282nd St Increase parking with a new parking lot east of Wooten Park	PE RW CN	0 0	150 1500	150 0 1500	0	0	0	50	100 1500	0
37	S-1.0	Des Moines Memorial Drive Improvement Des Moines Memorial Drive from: S. 208th St. to: Marine View Drive Install bike lanes, curb, gutter, drainage & sidewalks. Add a lane to approach to Marine View Dr.& left turn pockets where feasible.	PE RW CN	0 0	250 3100	500 150 3900	0	0	0	0	750 3900	0
				0	3550	1450	5000	0	0	0	0	5000

DRAFT

Agency: City of Des Moines, WA
County No.: 17 County Name: King County
City No.: 0325 MPO/RTPO: PSRC

ATTACHMENT A

DRAFT Transportation Improvement Plan

Hearing Date: 06/25/20
Amend Date: XXX
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Proposed Priority No.	City Project Number	Project Identification	Project Cost in Thousands of Dollars				Local Agency Expenditure Schedule (Year)						
			Project Phase	Fund Source			Total Funds	2021	2022	2023	2024-2026	2027-2030	2031-2040
				Federal Funds	State Funds	Local Funds							
38	TIF-11.0	Des Moines Memorial Drive and Marine View Dr. Intersection Improvements from: Lengthen approach lanes, coordinate signal with MVD and 7th/216th. Consider possibility of a Round-About. to:	PE RW CN	100 60 1600	300 40 400	400 100 2000	400 100 2000					400 100 2000	
39	TIF-18.0	Marine View Dr. and 7th/216th Street Intersection Improvements from: Optimize signal timing, and coordinate signal with DMMD and MVD intersection. to:	PE RW CN		30 270 0	30 270 0	30 270 0					30 270	
40	S-2.1	8th Ave. S. Improvement Project (Segment 1) 8th Avenue South (North Hill) from: North City Limits to: S. 200th Street Reconstruct to Minor Arterial standards including bike lanes, curbs, gutters, and sidewalks.	PE RW CN		700 2500 0	700 2500 0	700 2500 0					700 2500	
41	TIF-5.3	Kent-Des Moines Road (Segment 3) (SR 516) from: Marine View Drive to: 16th Ave. South Widen roadway to provide pedestrian facilities and additional lanes where warranted.	PE RW CN	2000 2000	1400 1000 2100	1400 1000 6600	1400 1000 6600						1400 1000 6600
42	TIF-13.0	Marine View Drive and Kent-Des Moines Road Intersection Improvements from: Add a second eastbound through lane through the intersection. to:	PE RW CN	600 400 500 1000	200 300 300	600 800 1600	600 800 1600					600 800 1600	
43	TIF-12.0	Marine View Drive and S. 227th St. Intersection Improvements from: Revise lane configuration to single eastbound right with overlap signal phase. Add second southbound through lane at intersection. to:	PE RW CN	600 100 500	1900 40 60	3000 140 560	3000 140 560					140 560	
				0	600	100	700	0	0	0	0	0	700

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Agency: City of Des Moines, WA
County No.: 17 County Name: King County
City No.: 0325 MPO/RTPO: PSRC

ATTACHMENT A

DRAFT Transportation Improvement Plan

Hearing Date: 06/25/20 Amend Date: XXX
From: 2021 To: 2040
Adoption Date: XXX
Resolution Number: 20-035

Proposed Priority No.	City Project Number	Project Identification	Project Cost in Thousands of Dollars				Local Agency Expenditure Schedule (Year)						
			Project Phase	Fund Source			Total Funds	2021	2022	2023	2024-2025	2027-2030	2031-2040
				Federal Funds	State Funds	Local Funds							
44	TIF-5.1	Kent-Des Moines Road (Segment 1) (SR 516) from: 16th Ave. S. to: 24th Ave. S. Widen roadway to provide pedestrian facilities and center 2-way turn lane where warranted	PE RW CN	500	2500	3000	6000	0	0	0	0	6000	0
45	PL-1.0	CTP Update from: to:	PE RW CN	500	2500	3000	6000	0	0	0	0	6000	0
46	S-27.0	30th Ave. S. Over-Crossing Bridge Crossing over Kent-Des Moines Road from: to: Construct vehicular or ped/bike bridge over Kent Des Moines Road linking Pacific Ridge with Midway. Coordinate with Kent.	PE RW CN	500	2500	3000	6000	0	0	0	0	6000	0
47	S-20.0	Redondo Beach Drive Sidewalk Project Redondo Beach Drive from: S. 281st St to: South City Limits Install sidewalk where missing and make pedestrian improvements.	PE RW CN	500	2500	3000	6000	0	0	0	0	6000	0
48	TIF-4.5	16th Ave. S. and S. 240th Street Intersection Improvements from: to: Add left turn pockets on 16th Ave. S. and on the west approach (eastbound) on S. 240th St.	PE RW CN	500	2500	3000	6000	0	0	0	0	6000	0
49	S-3.0	S. 200th St. & S. 199th St. Improvements (Segment 2) from: 8th Ave S to: 1st Ave. S. Install curbs, gutters, sidewalks, & bike lanes.	PE RW CN	500	2500	3000	6000	0	0	0	0	6000	0
50	TIF-4.3	16th Ave. S. Improvement Project (Segment 3) 16th Avenue South from: Kent-Des Moines Rd. to: S. 240th St. Widen to provide center turn lane at apartment driveways south of Kent- Des Moines Road. Provide bus pullouts.	PE RW CN	500	2500	3000	6000	0	0	0	0	6000	0

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				Federal Funds	State Funds	Local Funds							
51	TIF-4.2	16th Ave. S. Improvement Project (Segment 2) 16th Avenue South from: S. 260th St. to: S. 250th Street Install curbs, gutters and sidewalks and bike lanes. Provide 2-way left turn lane.	PE RW CN			1200 300 3000 2100	1200 300 5100					1200 300 5100	
52	S-12.0	S. 208th St. Sidewalk Project South 208th Street from: 1st Ave. S. to: DMMD Install sidewalk and make pedestrian improvements.	PE RW CN			260 40 1300	260 40 1300					260 40 1300	
53	TIF-8.0	20th Ave. S. Improvement Project (Segment 2) 20th Avenue South from: S. 240th St. to: S. 243rd Street Reconstruct and extend neighborhood collector street with curb, gutter and sidewalks.	PE RW CN			300 1200	300 1200					300 1200	
54	S-6.0	20th Ave. S. Improvement Project (Segment 1) 20th Avenue South from: S. 243rd St. to: S. 250th Street Reconstruct to Neighborhood Collector standards and provide curb, gutter and sidewalks.	PE RW CN		200 1000	200 1000	400 2000					400 2000	
55	S-7.0	South 250th/251st Street Improvement South 250th/251st Street from: Marine View Drive to: 16th Ave. S. Construct bike lanes and curb, gutter and sidewalk on both sides.	PE RW CN		50 25 1200	300 25 1200	350 50 2400					350 50 2400	
56	INT-2.0	S. 250th Street and 16th Ave. S. Intersection Improvements from: to: Add eastbound right turn pocket.	PE RW CN			50 200	50 200					50 200	
57	S-9.0	S. 272nd Street / Marine View Drive from: to: Reconstruct roadway to improve horizontal and vertical alignment.	PE RW CN		500 150	150 150	150 650					150 650	
				0	0	250	250	0	0	0	0	250	
				0	500	300	800	0	0	0	0	800	

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			Project Phase	Fund Source			Total Funds	2021	2022	2023	2024-2026	2027-2030	2031-2040
				Federal Funds	State Funds	Local Funds							
58	INT-6.0	Pacific Highway S. and S. 260th St. Intersection Improvements from: _____ to: _____ Revise signal timing. Coordinate with the City of Kent.	PE RW CN	_____	20 _____ 120 _____	20 _____ 120 _____	40 0 120	_____	_____	_____	_____	_____	40 120
59	TIF-4.4	16th Ave. S. Improvement Project (Segment 4) 16th Avenue South from: S. 240th St. to: S. 250th St. Widen to three lane minor arterial with curbs, gutters, bike lanes and sidewalks.	PE RW CN	_____	800 _____ 200 _____ 2000 _____ 1500 _____	800 _____ 200 _____ 1500 _____	800 200 3500	_____	_____	_____	_____	_____	800 200 3500
60	S-10.0	South 222nd Street Improvement Project South 222nd Street from: Marine View Drive to: Pacific Highway South Reconstruct to Neighborhood Collector standards including two travel lanes, bicycle lanes, curb, gutter and sidewalks.	PE RW CN	_____	300 _____ 2000 _____	200 _____ 500 _____	500 0 2500	_____	_____	_____	_____	_____	500 2500
61	TIF-1.1b	S. 216th Street Improvement (Segment 1b) Transportation Gateway Project (1 of 4 projects) South 216th Street from: East City Limits to: Pacific Highway South Widen to provide additional travel lanes, bike lanes, curb, gutter, & sidewalks. Project coordinated with WSDOT construction of SR509 to replace the I-5 overcrossing with transitions to the planned lane configuration.	PE RW CN	_____	800 _____ 800 _____ 800 _____	500 _____ 800 _____ 1000 _____	500 800 2600	_____	_____	_____	_____	_____	500 800 2600
62	TIF-7.2	16th Ave. S. Improvement Project (Segment 5b) 16th Avenue South from: S. 276th St. to: Pacific Highway South Widen to provide 3-land roadway w/curbs, gutters, bike lanes & sidewalks. Provide new alignment to Pacific Hwy. S. if feasible. Joint project w/City of Federal Way. Also coordinate w/City of Kent and King County Metro.	PE RW CN	_____	240 _____ 900 _____ 1660 _____	200 _____ 600 _____ 800 _____	440 1500 2460	_____	_____	_____	_____	_____	440 1500 2460
63	S-28.0	S. 240th Street Overcrossing Bridge Crossing over I-5 from: Pacific Highway South to: Military Road Construct bridge over Interstate 5. Coordinate with City of Kent.	PE RW CN	_____	_____	2000 _____ 1500 _____ 10000 _____	2000 1500 10000	_____	_____	_____	_____	_____	2000 1500 10000
				0	_____	13500 _____	13500	0	0	0	0	0	13500

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			Project Phase	Fund Source			Total Funds	2021	2022	2023	2024-2026	2027-2030	2031-2040
				Federal Funds	State Funds	Local Funds							
64	S-23.0	Marina Bike Connection from: S. 227th Street to: Cliff Ave. S. Install bike connection through the Marina to link the Des Moines Creek Trail to S. 227th St.	PE RW CN	 	 	60 0 100	 	 	 	 	60 0 100		
65	S-11.0	S. 272nd Street Improvements South 272nd Street from: Pacific Highway South to: 16th Ave. S. Install access control to enhance safety.	PE RW CN	 	 	20 0 80	 	 	 	 	20 0 80		
66	INT-5.0	Redondo Beach Drive and Redondo Way South Intersection Improvements from: to: Install traffic signal, or consider other intersection treatments to enhance capacity.	PE RW CN	 	60 400	60 200	 	 	 	 	120 0 600		
67	PRNIP-N2.0	S. 220th St. Improvements Pacific Ridge NIP N2 from: Pacific Highway South to: 30th Ave. S. Reconstruct roadway	PE RW CN	 	 	150 50 800	 	 	 	 	150 50 800		
68	TIF-9.0	S. 220th St. and Pacific Highway S. Intersection Improvements from: to: Widen for left turn pockets, adjust roadway profile and approach grades, and revise signal phasing to remove split phasing	PE RW CN	 	100 500	50 50	 	 	 	 	150 0 550		
69	PRNIP-S4.0	S. 225th Pl. Connection Improvement Pacific Ridge NIP S4 from: Pacific Highway South to: 30th Ave. S. Construct new pedestrian connection and potential roadway	PE RW CN	 	 	700 400 3500	 	 	 	 	700 400 3500		
70	PRNIP-N4.0	S. 222nd Pl. Connection Improvement Pacific Ridge NIP N4 from: 28th Ave. S. to: 30th Ave. S. Construct new roadway	PE RW CN	 	 	350 350 1200	 	 	 	 	350 350 1200		
				0	0	0	0	0	0	0	0	1900	

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			Project Phase	Fund Source			Total Funds	2021	2022	2023	2024-2026	2027-2030	2031-2040
				Federal Funds	State Funds	Local Funds							
71	S-22.0	South 227th Street Improvements South 227th Street from: West City Limits to: Marine View Dr. Reconstruct roadway to improve bicycle connection between Marina and Marine View Drive	PE RW CN			150 0 1000							150 0 1000
72	PRNIP-N1.0	30th Ave. S. Improvements Pacific Ridge NIP N1 from: S. 216th St. to: S. 220th St. Reconstruct roadway	PE RW CN			300 100 1200							300 100 1200
73	PRNIP-N5.0	30th Ave. S. Improvements Pacific Ridge NIP N5 from: S. 222nd Pl. to: n/o S. 224th St. Reconstruct roadway	PE RW CN			120 40 640							120 40 640
74	PRNIP-S1.0	30th Ave. S. Improvements Pacific Ridge NIP S1 from: n/o S. 224th St. to: S. 224th St. Reconstruct roadway	PE RW CN			50 0 200							50 0 200
75	PRNIP-S5.0	30th Ave. S. Improvements Pacific Ridge NIP S5 from: S. 224th St. to: Kent-Des Moines Rd. Reconstruct roadway	PE RW CN			600 200 3200							600 200 3200
76	PRNIP-N3.1	S. 219th St. Cul-de-Sac Improvement Pacific Ridge NIP N3 (1 of 3) from: Eastern terminus to: I-5 Reconstruct roadway	PE RW CN			50 0 200							50 0 200
77	PRNIP-N3.2	S. 220th St. Cul-de-Sac Improvement Pacific Ridge NIP N3 (1 of 3) from: Eastern terminus to: I-5 Reconstruct roadway	PE RW CN			50 0 200							50 0 200

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			Project Phase	Fund Source			2021	2022	2023	2024-2026	2027-2030	2031-2040		
				Federal Funds	State Funds	Local Funds							Total Funds	
78	PRNIP-N3.3	S. 221st St. Cul-de-Sac Improvement Pacific Ridge NIP N3 (1 of 3) from: Eastern terminus to: I-5 Reconstruct roadway	PE RW CN	 	 50 200	 50 200	 50 200	 	 	 	 50 200	 	 50 200	
79	PRNIP-S3.0	S. 224th St. Cul-de-Sac Improvement Pacific Ridge NIP S3 from: Eastern terminus to: I-5 Reconstruct roadway	PE RW CN	 	 50 200	 50 200	 50 200	 	 	 	 	 50 200	 50 200	
80	TIF-17.0	8th Ave. S. and S. 200th Street Intersection Improvements from: to: Install traffic signal, or consider other intersection treatments to enhance capacity.	PE RW CN	 	 60 240	 60 240	 60 240	 	 	 	 	 	 60 240	
81	INT-1.0	24th Ave. S. and S. 222nd Street Intersection Improvements from: to: Install traffic signal, or consider other intersection treatments to enhance capacity.	PE RW CN	 	 80 50 420	 80 50 420	 80 50 420	 	 	 	 	 	 80 50 420	
82	TIF-19.0	20th Ave. S. and S. 240th St. Improvement Project Intersection Improvements from: to: Widen to provide left turn pockets. Install traffic signal at 20th and 240th if warranted.	PE RW CN	 	 125 25 700	 125 25 700	 250 50 1400	 	 	 	 	 	 250 50 1400	
83	INT-3.0	Des Moines Memorial Drive and S. 208th St. Intersection Improvements from: to: Widen DIMMD to add left turn pockets at S. 208th Street.	PE RW CN	 	 50 100	 50 100	 50 200	 	 	 	 	 	 50 200	

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			Project Phase	Fund Source			Total Funds	2021	2022	2023	2024-2026	2027-2030	2031-2040
				Federal Funds	State Funds	Local Funds							
84	INT-4.0	Des Moines Memorial Drive and S. 212th St. Intersection Improvements from: Widened DMMD to add left turn pockets at S. 208th Street. to:	PE RW CN	50 0 200	50 100 100	250	0	0	0	0	0	50 200 250	
85	S-19.0	S. 272nd Street/10th Ave. S. South 272nd Street / 10th Avenue South from: 16th Ave. S. to: Redondo beach Drive Install sidewalk and make pedestrian improvements.	PE RW CN	1400 1600 4500	700 800 2250	1400 1600 4500						1400 1600 4500	
86	S-2.2	8th Ave. S. Improvement Project (Segment 2) 8th Avenue South (North Hill) from: S. 200th Street to: S. 208th Street Reconstruct to Minor Arterial standards including bike lanes, curbs, gutters, and sidewalks.	PE RW CN	500 0 1500	500 1500 1500	2000	0	0	0	0	0	500 1500 2000	
87	S-17.0	Marine View Drive Sidewalk Project Marine View Drive from: S. 250th Street to: Woodmont Dr. S. Install sidewalk and make pedestrian improvements.	PE RW CN	300 50 2150	300 50 2150	300 50 2150						300 50 2150	
88	S-18.0	Woodmont Drive South Sidewalk Project Woodmont Drive South from: Marine View Drive to: 16th Ave. S. Install sidewalk and make pedestrian improvements.	PE RW CN	350 50 2600	350 50 2600	3000	0	0	0	0	0	350 50 2600	
89	S-16.0	16th Ave. S. Sidewalk Project 16th Avenue South from: S. 220th Street to: Kent-Des Moines Road Install sidewalk and make pedestrian improvements.	PE RW CN	200 50 1650	200 50 1650	1900						200 50 1650	
90	S-13.0	S. 220th St. Sidewalk Project South 220th Street from: 11th Ave. S. to: 16th Ave. S. Install sidewalk and make pedestrian improvements.	PE RW CN	160 40 900	160 40 900	1100	0	0	0	0	0	160 40 900	
				0	0	1100	1100	0	0	0	0	0	1100

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				Federal Funds	State Funds	Local Funds						
91	S-14.0	9th Ave. S. Sidewalk Project 9th Avenue South from: S. 220th Street to: S. 223rd Street Install sidewalk and make pedestrian improvements.	PE RW CN	0	0	500	80 20 400	80 20 400	0	0	0	80 20 400
92	S-15.0	10th Ave. S. Sidewalk Project 10th Avenue South from: S. 220th Street to: Kent-Des Moines Road Install sidewalk and make pedestrian improvements.	PE RW CN	0	0	500	200 50 1250	200 50 1250	0	0	0	200 50 1250
				0	0	1500	1500	1500	0	0	0	1500

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: First Reading and Public Hearing for Draft Ordinance No. 20-030 related to the Environment Code and the regulation of flood hazard areas.

ATTACHMENTS:

1. Draft Ordinance No. 20-030

FOR AGENDA OF: June 25, 2020

DEPT. OF ORIGIN: Community Development

DATE SUBMITTED: June 15, 2020

CLEARANCES:

☒ Community Development 

☐ Marina _____

☐ Parks, Recreation & Senior Services _____

☒ Public Works 

CHIEF OPERATIONS OFFICER: _____

☒ Legal /s/ TG

☐ Finance _____

☐ Courts _____

☐ Police _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this Agenda Item is for City Council to hold a public hearing for the consideration of Draft Ordinance No. 20-030 (Attachment 1) that would amend chapters 16.01 and 16.15 of the Des Moines Municipal Code (DMMC) to comply with the Federal Emergency Management Agency's National Flood Insurance Program Flood Damage Prevention Ordinance and Washington State Department of Ecology's Model Ordinance, and to correct errors and inconsistencies in the existing code.

Suggested Motion

Motion 1: "I move to pass Draft Ordinance No. 20-030 to a second reading on July 23, 2020, or as soon thereafter as the matter may be heard."

Background

The Federal Emergency Management Agency (FEMA) requires compliance with the National Flood Insurance Program (NFIP) Flood Damage Prevention Ordinance prior to August 19, 2020, when the new Flood Insurance Study (FIS) and Flood Insurance Rate Maps (FIRM) become effective nationwide. Failure to adopt the FIS and FIRM through revision of local regulations by this date will result in immediate suspension from the NFIP, and the inability of City residents to obtain Flood Insurance through the program.

According to FEMA, the NFIP aims to reduce the impact of flooding on private and public structures by providing affordable insurance to property owners, renters and businesses and by encouraging communities to adopt and enforce floodplain management regulations. These efforts help mitigate the effects of flooding on new and improved structures and reduces the socio-economic impact of flooding by promoting the purchase and retention of flood insurance.

The NFIP has been in existence since passage of the National Flood Insurance Act of 1968. This Act made insurance available to residents of any community that participated in the Program. The Flood Disaster Protection Act of 1973 made flood insurance mandatory as a condition of any federal or federally-related assistance in identified Special Flood Hazard Areas (SFHA). These areas are illustrated on a Flood Insurance Rate Map (FIRM). Because a community had to participate in the NFIP in order for its residents to purchase flood insurance, the 1973 Act provided a strong incentive for communities to participate in the program. Close to 300 towns, cities, counties, and tribes within the State of Washington now participate in the NFIP. As a condition of participation in the NFIP, communities are required to adopt and enforce a flood hazard ordinance that meets the minimum requirements of the NFIP and State law.

The Washington State Department of Ecology (Ecology) partners with FEMA to address flood hazard challenges statewide. Ecology provided a model ordinance and specific guidance customized for the City of Des Moines regarding required and recommended changes. In addition, City staff corrected some errors and inconsistencies in the existing code.

The changes proposed in Draft Ordinance No. 20-030 are either required or recommended by the Department of Ecology for the City's continued participation in the National Flood Insurance Program or clarify the flood regulations and permitting process.

Discussion

Draft Ordinance No. 20-030 (Attachment 1) would amend chapters 16.01 and 16.15 DMMC to comply with FEMA's NFIP Flood Damage Prevention Ordinance and Ecology's Model Ordinance, and to correct errors and inconsistencies in the existing code. City Council may adopt the ordinance on second reading on July 23, 2020, or soon thereafter, but prior to August 19, 2020, when the new FIS and FIRM maps become effective nationwide. Failure to adopt the FIS and FIRM through revision of local regulations by this date will result in immediate suspension from the NFIP.

Section 1 amends or adds definitions in chapter 16.01 related to the City's flood hazard areas code.

Sections 2 and 3 amend DMMC 16.15.050 with an updated reference to the most recent Flood Insurance Study and maps, and a sentence is relocated from one section of the code to another.

Section 4 adds permit submittal requirements for specific situations as required by Ecology / FEMA and clarifies the habitat assessment report submittal requirement, among other minor fixes.

Section 5 adds required duties and responsibilities to the local Des Moines Floodplain Administrator.

Section 6 corrects a code reference and adjusts the preferred naming of the administrator of the floodplain per Ecology / FEMA.

Section 7 clarifies what information is required to be obtained and maintained for Ecology / FEMA, including other minor corrections.

Section 8 amends the section title name, replacing “exemptions” with “variances”.

Section 9 amends the current DMMC exemption process to a flood hazard variance process including criteria and conditions. There are no allowed regulatory exemptions regarding flood hazard areas, but variances to the flood hazard areas regulations may be permitted if they meet the listed criteria and conditions. Model language for the criteria and conditions was provided by Ecology and edits to the existing code were made where necessary.

Section 10 clarifies the general standards for flood hazard protection and adds one for water wells, as required by Ecology / FEMA.

Section 11 adds and clarifies specific standards for flood hazard protection, as required by Ecology / FEMA. This section is aligned with building codes.

Section 12 corrects a code reference and clarifies that certification by a professional engineer, and not an architect, is required in floodways.

Section 13 addresses the required standards for special flood hazards associated with high velocity waters from surges (V Zones). The standards for residential buildings, nonresidential buildings, manufactured homes, and recreational vehicles in these areas, among other items, are clarified.

Section 14 is a new section that was recommended by Ecology / FEMA. This section will address the rare instance when a project will have a significant impact on the floodplain and property owners within the floodplain. These projects will be required to provide engineering documentation and analysis.

Section 15 is a new section that was recommended by Ecology / FEMA. This section will address critical facilities within flood hazard areas. Critical facilities are not currently addressed in the City’s flood hazard areas code.

Section 16 is a new section that addresses compliance of development within flood hazard areas, as required by Ecology / FEMA.

Section 17 is a new section that addresses penalties for noncompliance of flood hazard areas regulations, as required by Ecology / FEMA. The City's Legal Department provided recommendations related to this section.

Alternatives

City Council may:

1. Pass enactment of Draft Ordinance No. 20-030 to a second reading.
2. Decline to pass enactment of Draft Ordinance No. 20-030 to a second reading.

Financial Impact

Failure to comply with the FEMA's NFIP Flood Damage Prevention Ordinance and Ecology's Model Ordinance will result in immediate suspension from the NFIP. A suspension could impact the City's property owners, renters, and businesses financially through increases in flood insurance premiums, lack of flood insurance availability, and/or difficulty in qualifying for flood insurance. Noncompliance with FEMA's regulations could result in private and public structures becoming more vulnerable to physical damage due to flooding, resulting in financial loss to the structures' owners.

Recommendation

Staff recommends that the City Council pass final action on Draft Ordinance No. 20-030 to a second reading on July 23, 2020.

CITY ATTORNEY'S FIRST DRAFT 06/15/2020**DRAFT ORDINANCE NO. 20-030**

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to the Environment Code and the regulation of flood hazard areas, amending chapters 16.01 and 16.15 of the Des Moines Municipal Code (DMMC), adding and amending definitions in DMMC 16.01.050, and adding new sections to chapter 16.15 DMMC to comply the Federal Emergency Management Agency's National Flood Insurance Program Flood Damage Prevention Ordinance and Washington State Department of Ecology's Model Ordinance.

WHEREAS, the Federal Emergency Management Agency (FEMA) requires compliance with the National Flood Insurance Program (NFIP) Flood Damage Prevention Ordinance prior to August 19, 2020, when the new Flood Insurance Study (FIS) and Flood Insurance Rate Maps (FIRM) become effective nationwide, and

WHEREAS, failure to adopt the FIS and FIRM through revision of local regulations by this date will result in immediate suspension from the NFIP, and

WHEREAS, the Washington State Department of Ecology provided guidance for complying with the NFIP Flood Damage Prevention Ordinance with a unique model ordinance for Washington State and with specific guidance customized for the City of Des Moines, and

WHEREAS, RCW 36.70A.130(1) requires the City of Des Moines to take legislative action to periodically review and, if needed, revise its development regulations, and

WHEREAS, the changes proposed by this ordinance have been processed in accordance with the requirements of the State Environmental Policy Act (SEPA), a final determination of non-significance was issued by the responsible official, and the appropriate comment and appeal periods have expired, and

WHEREAS, the textual code amendments proposed in this Draft Ordinance were provided to the Department of Commerce as required by RCW 36.70A.106, and

Ordinance No. _____
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WHEREAS, notice of the public hearing was provided on June 10, 2020 in accordance with the DMMC, and

WHEREAS, a public hearing was held on June 25, 2020 and July 23, 2020 and all persons wishing to be heard were heard, and

WHEREAS, the City Council finds that the Title 16 DMMC amendments contained in this Ordinance comply with the requirements of chapter 36.70A RCW and are appropriate and necessary; now therefore,

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

Sec. 1. DMMC 16.01.050 and section 5 of Ordinance No. 1583 as amended by section 13 of Ordinance No. 1611 as amended by section 1 of Ordinance No. 1649 shall be amended to amend or add the following definitions:

"Alteration of Watercourse" means any action that will change the location of the channel occupied by water within the banks of any portion of a riverine waterbody.

"Area of shallow flooding" means an area designated as AO, or AH Zone on the flood insurance rate map (FIRM). AO Zones have base flood depths that range from one to three feet above the natural ground; a clearly defined channel does not exist; the path of flooding is unpredictable and indeterminate; and, velocity flow may be evident. AO is characterized as sheet flow; AH indicates ponding, and is shown with standard base flood elevations. a designated zone AO, AH, AR/AO or AR/AH (or VO) on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow. Also referred to as the sheet flow area.

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"Area of special flood hazard" or "Special Flood Hazard Area (SFHA)" means the land in the flood plain within a community subject to a one percent or greater chance of flooding in any given year. Designation on maps always includes the letters A or V. land in the floodplain within a community subject to a 1 percent or greater chance of flooding in any given year. It is shown on the Flood Insurance Rate Map (FIRM) as zone A, AO, AH, A1-30, AE, A99, AR (V, VO, V1-30, VE). "Special flood hazard area" is synonymous in meaning with the phrase "area of special flood hazard".

"Base Flood Elevation (BFE)" means the elevation to which floodwater is anticipated to rise during the base flood.

"Critical facility" means a facility for which even a slight chance of flooding might be too great. Critical facilities include (but are not limited to) schools, nursing homes, hospitals, police, fire and emergency response installations, and installations which produce, use, or store hazardous materials or hazardous waste.

"Elevation certificate" means an administrative tool of the National Flood Insurance Program (NFIP) that can be used to provide elevation information, to determine the proper insurance premium rate, and to support a request for a Letter of Map Amendment (LOMA) or Letter of Map Revision based on fill (LOMR-F).

"Elevated building" means, for insurance purposes, a non-basement building that has its lowest elevated floor raised above ground level by foundation walls, shear walls, post, piers, pilings, or columns.

"Flood" or "flooding" means a general and temporary condition of partial or complete inundation of normally dry land areas from:

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(a) A general and temporary condition of partial or complete inundation of normally dry land areas from:

(i) The overflow of inland or tidal waters.

(ii) The unusual and rapid accumulation or runoff of surface waters from any source.

(iii) Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in paragraph (a)(ii) of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.~~The overflow of inland or tidal waters; and/or~~

(b) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (a)(i) of this definition.~~The unusual and rapid accumulation of runoff of surface waters from any source.~~

"Flood elevation study" means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards. Also known as a Flood Insurance Study (FIS).

"Flood insurance-Insurance rate-Rate map-Map (FIRM)" means the official map of a community on which the

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Federal Insurance ~~Administration~~ Administrator has delineated both the areas of special flood hazards and the risk premium zones applicable to the community. A FIRM that has been made available digitally is called a Digital Flood Insurance Rate Map (DFIRM).

"Floodplain Administrator" means the community official designated by title to administer and enforce the floodplain management regulations.

"Floodplain or flood prone area" means any land area susceptible to being inundated by water from any source. See "Flood or flooding."

"Highest adjacent grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

"Increased cost of compliance" means a flood insurance claim payment up to \$30,000 directly to a property owner for the cost to comply with floodplain management regulations after a direct physical loss caused by a flood. Eligibility for an ICC claim can be through a single instance of "substantial damage" or as a result of a "cumulative substantial damage." (More information can be found in FEMA ICC Manual 301.)

"Mean sea level" means, ~~the average height of the Puget Sound for all stages of the tide.~~for purposes of the National Flood Insurance Program, the vertical datum to which Base Flood Elevations shown on a community's Flood Insurance Rate Map are referenced.

"New construction" means, ~~structures for which the "start of construction" commenced on or after July 1, 1992.~~for the purposes of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial Flood Insurance Rate Map or after

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December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

"Structure" means ~~a walled and roofed building.~~, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

"Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to it's before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

"Substantial improvement" means ~~a repair, reconstruction, or improvement of a structure made during a three-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure either:~~any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either:

(a) ~~the improvement or repair is started;~~ or Any project for improvement of a structure to correct previously identified existing violations of state or local health, sanitary, or safety code specifications that have been identified by the local code enforcement official and that are the

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minimum necessary to assure safe living conditions;
or

~~(b) If the structure has been damaged and is being restored, before the damage occurred. For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of a wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."~~

~~(c) The term does not, however, include either:
 (i) A project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications that are solely necessary to assure safe living conditions;
 or
 (ii) An alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places.~~

"Variance" means a grant of relief from the requirements of this Title that permits construction in a manner that would otherwise be prohibited by this Title.

Sec. 2. DMMC 16.15.050 and section 93 of Ordinance No. 1583 are amended to read as follows:

Basis for establishing the areas of special flood hazard.

The areas of special flood hazard identified by the Federal Insurance Administration in a scientific and engineering report entitled "The Flood Insurance Study for King County, Washington and Incorporated Areas," Volumes 1 through 3, dated November 8, 1999, with accompanying flood insurance maps is adopted by reference and declared to be a part of this chapter. Not less than one copy of the flood insurance study

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~~shall be filed in the Building Official's office and be available for use and examination by the public.~~
The special flood hazard areas identified by the Federal Insurance Administrator in a scientific and engineering report entitled "The Flood Insurance Study (FIS) for King County, Washington and Incorporated Areas" dated August 19, 2020, and any revisions thereto, with accompanying Flood Insurance Rate Maps (FIRMs), and any revisions thereto, are hereby adopted by reference and declared to be a part of this Title. The FIS and the FIRM are on file at 21630 11th Ave. S., Suite D, Des Moines, WA 98198. The best available information for flood hazard area identification as outlined in DMMC 16.15.110 shall be the basis for regulation until a new FIRM is issued that incorporates data utilized under DMMC 16.15.110.

Sec. 3. DMMC 16.15.060 and section 94 of Ordinance No. 1583 are amended to read as follows:

Abrogation and greater restrictions.

This chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this chapter and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail. ~~The best available information for flood hazard area identification as outlined in Section 4.3-2 shall be the basis for regulation until a new FIRM is issued that incorporates data utilized under Section 4.3-2.~~

Sec. 4. DMMC 16.15.090 and section 97 of Ordinance No. 1583 are amended to read as follows:

Establishment of development permit.

A development permit shall be obtained before construction or development begins within any area of flood hazard established in

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DMMC ~~16.15.060~~16.15.050. The permit shall be for all structures including manufactured homes and for all other development including fill and other activities. Application for a development permit shall be made on forms furnished by the ~~local administrator~~Floodplain Administrator and shall include, but not be limited to: plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, fill, on-site storage of materials, drainage facilities; and the location of the foregoing. Specifically, the following information shall be furnished by the applicant:

(1) Elevation, in relation to mean sea level of the lowest floor (including basement) of all structures; and

(2) Elevation in relation to mean sea level to which any structure has been floodproofed; and

(3) Certification by a registered professional engineer or architect that the floodproofing methods for any nonresidential structure meet the floodproofing criteria in DMMC 16.15.180(2); and

(4) Description of the extent to which any watercourse will be altered or relocated as a result of proposed development; and

(5) Where a structure is proposed in a V, V1-30, or VE zone, a V-zone design certificate is required; and

(6) Where development is proposed in a floodway, an engineering analysis indicating no rise of the Base Flood Elevation; and

(57) A report reviewed and approved by an appropriate state or federal agency(ies) which identifies and assesses habitat impacts, if any, and proposes conservation methods consistent with

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federal permitting requirements. Preparation of the report shall be the responsibility of the applicant and shall utilize the expertise of a biologist specializing in wetland, riverine, or coastal zone ecology; and

(8) Any other such information that may be reasonably required by the Floodplain Administrator in order to review the application.

Sec. 5. DMMC 16.15.100 and section 98 of Ordinance No. 1583 are amended to read as follows:

Designation and duties and responsibilities of the ~~local administrator~~ Floodplain Administrator.

The ~~local administrator~~ Floodplain Administrator is hereby appointed to administer and implement this Title by granting or denying development permit applications in accordance with its provisions.

Duties of the ~~local administrator~~ Floodplain Administrator shall include, but not be limited to:

(1) Reviewing all development permits to determine that the permit requirements of this chapter have been satisfied; and

(2) Reviewing all development permits to determine that all necessary permits have been obtained from those federal, state, or local governmental agencies from which prior approval is required; and

(3) The site is reasonably safe from flooding; and

(4) Notify FEMA when annexations occur in the Special Flood Hazard Area; and

(35) Reviewing all development permits to determine if the proposed development is located in the floodway. If located in the floodway, assure that

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the encroachment provisions of DMMC 16.15.200(1) are met.

Sec. 6. DMMC 16.15.110 and section 99 of Ordinance No. 1583 are amended to read as follows:

Use of other base flood data (in A and V Zones).

When base flood elevation data has not been provided (in A or V Zones) in accordance with DMMC 16.15.050, the ~~local administrator~~ Floodplain Administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state, or other source, in order to administer DMMC 16.15.180~~(1), (2), (3), and (4)~~ and 16.15.200.

Sec. 7. DMMC 16.15.120 and section 100 of Ordinance No. 1583 are amended to read as follows:

Information to be obtained and maintained.

(1) Where base flood elevation data is provided through flood insurance studies, FIRMs, or as in DMMC 16.15.110, obtain and record the actual (as-built) elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures, and whether or not the structure contains a basement.

(2) Documentation of the elevation of the bottom of the lowest horizontal structural member in V or VE zones.

~~(23)~~ For all new or substantially improved floodproofed nonresidential structures where base flood elevation data is provided through the FIS, FIRM, or as required in DMMC ~~16.15.130~~ 16.15.110:

(a) Obtain and record the actual elevation (in relation to mean sea level) to which the structure was floodproofed; and

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(b) Maintain the floodproofing certifications required in DMMC 16.15.090(3).

(4) Certification required by DMMC 16.15.200(1) (floodway encroachments).

(5) Records of all variance actions, including justification for their issuance.

(6) Improvement and damage calculations.

~~(37)~~ Maintain for public inspection all records pertaining to the provisions of this chapter.

~~(48)~~ In coastal high hazard areas, certification shall be obtained from a registered professional engineer or architect that the structure is securely anchored to adequately anchored pilings or columns in order to withstand high velocity waters, storm surges, and tsunamis.

Sec. 8. DMMC 16.15.150 and section 103 of Ordinance No. 1583 are amended to read as follows:

Appeal and ~~exemptions~~variances.

Appeals of administrative orders, decisions or determinations under this chapter shall be processed pursuant to chapter 18.20 DMMC.

Sec. 9. DMMC 16.15.160 and section 104 of Ordinance No. 1583 are amended to read as follows:

~~Exemptions~~Variance criteria and conditions.

(1) When considering an application for ~~an exemption~~variance to any provisions of this chapter, the Hearing Examiner shall consider all technical evaluations, all relevant factors and standards specified in other sections of this chapter, and:

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(a) The danger that materials may be swept onto other lands to the injury of others; and

(b) The danger to life and property due to flooding or erosion damage; and

(c) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner; and

(d) The importance of the services provided by the proposed facility to the community; and

(e) The necessity to the facility of a waterfront location, where applicable; and

(f) The availability of alternate locations for the proposed use which are not subject to flooding or erosion damage; and

(g) The compatibility of the proposed use with existing and anticipated development; and

(h) The relationship of the proposed use to the Comprehensive Plan and floodplain management program for that area; and

(i) The safety of access to the property in times of flood for ordinary and emergency vehicles; and

(j) The expected height, velocity, duration, rate of rise, and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site; and

(k) The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.

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(2) Conditions ~~/Criteria~~ for
~~Exemptions~~ Variances.

(a) Generally, the only condition under which a variance ~~n exemption~~ from the elevation standard may be granted shall be for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below base flood level; provided, that the ~~exemption variance~~ criteria listed above have been fully considered.

(b) ~~Exemptions Variances~~ may be granted for the reconstruction, rehabilitation, or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, ~~without regard to the procedure set forth in this section.~~ upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

(c) ~~Exemptions Variances~~ shall not be granted within a designated floodway if any increase in flood levels during the base flood discharge would result.

(d) ~~Exemptions Variances~~ shall only be granted upon a determination that the ~~exemption variance~~ is the minimum necessary, considering the flood hazard, to afford relief.

(e) ~~Exemptions Variances~~ shall only be granted upon:

(i) A showing of good and sufficient cause; and

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(ii) A determination that failure to grant the ~~exemption-variance~~ would result in exceptional hardship to the applicant; and

(iii) A determination that the granting of an ~~exemption-variance~~ will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public or conflict with existing local laws or ordinances.

(f) ~~Exemptions-Variations~~ as interpreted in the National Flood Insurance Program are based on the general zoning law principle that such ~~exemptions-variances~~ pertain to a physical piece of property; such ~~exemptions-variances~~ are not personal in nature and do not pertain to a structure, inhabitants thereof, or economic or financial circumstances.

(g) ~~Exemptions-Variations~~ may be granted for nonresidential buildings in very limited circumstances to allow a lesser degree of floodproofing than watertight or dry-floodproofing where it can be determined that such action has a low damage potential, complies with all other ~~exemption—variance~~ criteria except DMMC 16.15.180(~~12~~)(~~ba~~)(iv), and otherwise complies with the general standards of this chapter.

(h) Any applicant to whom an ~~exemption variance~~ is granted shall be given written notice that the structure will be permitted to be built with a lowest floor elevation below the base flood elevation and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

Sec. 10. DMMC 16.15.170 and section 105 of Ordinance No. 1583 are amended to read as follows:

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Provisions for flood hazard protection - General standards.

In all areas of special flood hazards, the following standards are required:

(1) Anchoring.

(a) All new construction and substantial improvements, including those related to manufactured homes, shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads including the effects of buoyancy.

(b) All manufactured homes must likewise be anchored to prevent flotation, collapse, or lateral movement, and shall be installed using methods and practices that minimize flood damage. Anchoring methods may include, but are not limited to, use of over-the-top or frame ties to ground anchors (reference FEMA's "Manufactured Home Installation in Flood Hazard Areas" guidebook for additional techniques, FEMA 85).

(2) Construction Materials and Methods.

(a) All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.

(b) All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.

(c) Electrical, heating, ventilation, plumbing, and air-conditioning equipment and other service facilities shall be designed and/or otherwise elevated or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

(3) Utilities.

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(a) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.

(b) Water wells shall be located on high ground that is not in the floodway.

(~~b~~c) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the systems into flood waters.

(~~e~~d) On-site waste disposal systems shall be located to avoid impairment to such systems or contamination from such systems during flooding. Locating such equipment below the base flood elevation may cause annual flood insurance premiums to be increased.

(4) Subdivision Proposals.

(a) All subdivision proposals shall be consistent with the need to minimize flood damage.

(b) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize ~~flooding~~ or eliminate flood damage.

(c) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood damage.

(d) Base flood elevation data shall be provided for subdivision proposals and other proposed developments which contain at least 10 lots or 1 acre, whichever is less. Where base flood elevation data has not been provided or is not available from another authoritative source, it shall be generated for subdivision proposals and

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other proposed developments which contain at least 50 lots or 5 acres (whichever is less).

(5) Review of Building Permits. Where elevation data is not available either through the flood insurance study, FIRM, or from another authoritative source, applications for building permits shall be reviewed by the Building Official to assure that proposed construction will be reasonably safe from flooding. The test of reasonableness is a local judgment and includes use of historical data, high water marks, photographs of past flooding, etc., where available. Failure to elevate at least two feet above grade in these zones may result in higher insurance rates.

Sec. 11. DMMC 16.15.180 and section 106 of Ordinance No. 1583 are amended to read as follows:

Specific standards.

In all areas of special flood hazards where base flood elevation data has been provided as set forth in DMMC ~~16.15.060~~ 16.15.050 or ~~16.15.130~~ 16.15.110, the following provisions are required:

(1) Residential Construction.

(a) In AE and A1-30 zones or other A zoned areas where the BFE has been determined or can be reasonably obtained, New construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated one foot or more to or above the base flood elevation BFE. Mechanical equipment and utilities shall be waterproof or elevated at least one foot above the BFE.

(b) New construction and substantial improvement of any residential structure in an Unnumbered A zone for which a BFE is not available and cannot be reasonably obtained shall be reasonably safe from flooding, but in all cases the

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lowest floor shall be at least two feet above the Highest Adjacent Grade.

(c) New construction and substantial improvement of any residential structure in a V, V1-30, or VE zone shall meet the requirements in DMMC 16.15.240.

(d) Fully enclosed areas below the lowest floor that are subject to flooding are prohibited, or shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of flood waters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria:

(i) A minimum of two openings having a total net area of not less than one square inch for every one square foot of enclosed area subject to flooding shall be provided.

(ii) The bottom of all openings shall be no higher than one foot above grade.

(iii) Openings may be equipped with screens, louvers, valves, or other coverings or devices; provided, that they permit the automatic entry and exit of flood waters.

(iv) A garage attached to a residential structure, constructed with the garage floor slab below the BFE, must be designed to allow for the automatic entry and exit of flood waters.

(2) Nonresidential Construction. New construction and substantial improvement of any commercial, industrial, or other nonresidential structure shall meet the requirements of subsection (a) or (b), below:~~either have the lowest floor, including basement, elevated to or above the level~~

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~~of the base flood elevation; or, together with attendant utility and sanitary facilities, shall:~~

(a) New construction and substantial improvement of any commercial, industrial or other nonresidential structure shall meet all of the following requirements:

(i) In AE and A1-30 zones or other A zoned areas where the BFE has been determined or can be reasonably obtained:

(A) New construction and substantial improvement of any commercial, industrial, or other nonresidential structure shall have the lowest floor, including basement, elevated one foot or more above the BFE, or elevated as required by ASCE 24, whichever is greater.

(B) Mechanical equipment and utilities shall be waterproofed or elevated least one foot above the BFE, or as required by ASCE 24, whichever is greater.

(ii) If located in an Unnumbered A zone for which a BFE is not available and cannot be reasonably obtained, the structure shall be reasonably safe from flooding, but in all cases the lowest floor shall be at least two feet above the Highest Adjacent Grade.

(iii) If located in a V, V1-30, or VE zone, the structure shall meet the requirements in DMMC 16.15.240.

(iv) Fully enclosed areas below the lowest floor that are subject to flooding are prohibited, or shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or

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architect or must meet or exceed the following minimum criteria:

(A) Have a minimum of two openings with a total net area of not less than one square inch for every square foot of enclosed area subject to flooding.

(B) The bottom of all openings shall be no higher than one foot above grade.

(C) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwater.

(D) A garage attached to a structure, constructed with the garage floor slab below the BFE, must be designed to allow for the automatic entry and exit of floodwaters.

(b) If the requirements of subsection (a) are not met, then new construction and substantial improvement of any commercial, industrial or other nonresidential structure shall meet all of the following requirements:

(ia) Be ~~dry~~ floodproofed so that below one foot ~~or more~~ above the base flood level the structure is watertight with walls substantially impermeable to the passage of water ~~or dry flood proofed to the elevation required by ASCE 24, whichever is greater;~~ and

(iib) Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and

(iiie) Be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for

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meeting provisions of this subsection based on their development and/or review of the structural design, specifications and plans. Such certifications shall be provided to the ~~local administrator as required by Section 106.3.4.1 IBC and Section 106.1 IRC.~~ Floodplain Administrator;

(ivd) Nonresidential structures that are elevated, but not flood proofed, must meet the same standards for space below the lowest floor as described in subsection 12(ba)(iv) of this section;

(ve) Applicants floodproofing nonresidential buildings shall be notified that flood insurance premiums will be based on rates that are one foot below the floodproofed level (e.g., a building floodproofed to the base flood level will be rated as the base flood level one foot below). Flood proofing the building an additional foot will reduce insurance premiums.

(3) Manufactured Homes. All manufactured homes in the floodplain to be placed or substantially improved on sites shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated one foot or more above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement. This subsection applies to new manufactured homes placed on any site, manufactured homes in a new or expanded manufactured home park or subdivision, and new manufactured homes in an existing manufactured home park and subdivision.

(4) Recreational Vehicles. (44 CFR 60.3(c)(14)) Recreational vehicles placed on sites are required to either:

(a) Be on the site for fewer than 180 consecutive days; or

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(b) Be fully licensed and ready for highway use, on wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and have no permanently attached additions; or

(c) Meet the requirements of DMMC 16.15.170 and this section and the elevation and anchoring requirements for manufactured homes.

(5) New Enclosed Area Below the Lowest Floor. If buildings or manufactured homes are constructed or substantially improved with fully enclosed areas below the lowest floor, the areas shall be used solely for parking of vehicles, building access, or storage.

(6) New Appurtenant Structures (Detached Garages & Small Storage Structures). For A Zones (A, AE, A1-30, AH, AO):

(a) Appurtenant structures used solely for parking of vehicles or limited storage may be constructed such that the floor is below the BFE, provided the structure is designed and constructed in accordance with the following requirements:

(i) Use of the appurtenant structure must be limited to parking of vehicles or limited storage;

(ii) The portions of the appurtenant structure located below the BFE must be built using flood resistant materials;

(iii) The appurtenant structure must be adequately anchored to prevent flotation, collapse, and lateral movement;

(iv) Any machinery or equipment servicing the appurtenant structure must be elevated or flood proofed to or above the BFE;

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(v) The appurtenant structure must comply with floodway encroachment provisions in DMMC 16.15.200(1);

(vi) The appurtenant structure must be designed to allow for the automatic entry and exit of floodwaters in accordance with DMMC 16.15.180(1)(d);

(vii) The structure shall have low damage potential;

(viii) If the structure is converted to another use, it must be brought into full compliance with the standards governing such use; and

(ix) The structure shall not be used for human habitation.

(b) Detached garages, storage structures, and other appurtenant structures not meeting the above standards must be constructed in accordance with all applicable standards in DMMC 16.15.180(1).

(c) Upon completion of the structure, certification that the requirement of this section have been satisfied shall be provided to the Floodplain Administrator for verification.

Sec. 12. DMMC 16.15.200 and section 108 of Ordinance No. 1583 are amended to read as follows:

Floodways.

Located within areas of special flood hazard established in DMMC 16.15.050 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles, and erosion potential, the following provisions apply:

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(1) Prohibit encroachments, including fill, new construction, substantial improvements, and other development unless certification by a registered professional engineer ~~or architect~~ is provided demonstrating through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels during the occurrence of the base flood discharge.

(2) Construction or reconstruction of residential structures is prohibited within designated floodways, except for:

(a) Repairs, reconstruction, or improvements to a structure which do not increase the ground floor area; and

(b) Repairs, reconstruction or improvements to a structure, the cost of which does not exceed 50 percent of the market value of the structure either:

(i) Before the repair, or reconstruction is started; or

(ii) If the structure has been damaged, and is being restored, before the damage occurred. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or to structures identified as historic places, may be excluded in the 50 percent.

(3) If subsection (1) of this section is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of DMMC 16.15.190 ~~16.15.170~~ and through 16.15.200.

Ordinance No. _____
 Page 26 of 32

Sec. 13. DMMC 16.15.240 and section 111 of Ordinance No. 1583 are amended to read as follows:

Coastal Standards for coastal high hazard areas (V Zones).

Located within areas of special flood hazard established in DMMC 16.15.050 are coastal high hazard areas, which are designated as Zones V1-V30, VE, and ~~or~~ V. These areas have special flood hazards associated with high velocity waters from surges and, therefore, in addition to meeting all provisions in this chapter, the following provisions shall also apply:

(1) All new allowable construction and substantial improvement in Zones V1-V30 and VE (V if base flood elevation data is available) on the community's FIRM shall be elevated on pilings and columns so that:

(a) For residential buildings, the bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated ~~to or~~ one foot or more above the base flood level; and

(b) For nonresidential buildings, the bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated one foot or more above the base flood level or meets the elevation requirements of ASCE 24, whichever is higher; and

(c) The pile or column foundation and structure attached thereto is anchored to resist flotation, collapse, and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Wind and water loading values shall each have a one percent chance of being equaled or exceeded in any given year (100-year mean recurrence interval); and

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 Page 27 of 32

(de) A registered professional engineer or architect shall develop or review the structural design, specifications, and plans for the construction and shall certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the provisions of subsections (1)(a) and (b) of this section.

(2) Obtain the elevation (in relation to mean sea level) of the bottom of the lowest structural member of the lowest floor (excluding pilings and columns) of all new and substantially improved structures in Zones V1-V30, ~~and~~ VE, ~~and~~ V on the community's FIRM, and whether or not such structures contain a basement. The ~~local administrator~~ Floodplain Administrator shall maintain a record of all such information.

(3) All new construction within zones V1-30, VE, and V on the community's FIRM shall be located landward of the reach of mean high tide.

(4) Provide that all new construction and substantial improvements within zones V1-30, VE, and V on the community's FIRM have the space below the lowest floor either free of obstruction or constructed with nonsupporting breakaway walls, open wood lattice-work, or insect screening intended to collapse under wind and water loads without causing collapse, displacement or other structural damage to the elevated portion of the building or supporting foundation system. For the purpose of this section, a breakaway wall shall have a design safe loading resistance of not less than 10 and no more than 20 pounds per square foot. Use of breakaway walls which exceed a design safe loading resistance of 20 pounds per square foot (either by design or when so required by local or state codes) may be permitted only if a registered professional engineer or architect certifies that the designs proposed meet the following conditions:

Ordinance No. _____
Page 28 of 32

(a) Breakaway wall collapse shall result from a water load less than that which would occur during the base flood; and

(b) The elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and nonstructural). Maximum wind and water loading values to be used in this determination shall each have a one percent chance of being equaled or exceeded in any given year (100-year mean recurrence interval).

(5) If breakaway walls are utilized, such enclosed space shall be usable solely for parking of vehicles, building access, or storage. Such space shall not be used for human habitation.

(6) Prohibit the use of fill for structural support of buildings within zones V1-30, VE, and V on the community's FIRM.

(7) Prohibit manmade alteration of sand dunes within zones V1-30, VE, and V on the community's FIRM which would increase potential flood damage.

(8) ~~Manufactured homes proposed in coastal high hazard areas must meet all V Zone standards.~~ to be placed or substantially improved within zones V1-30, V, and VE on the community's FIRM on sites:

(a) Outside of a manufactured home park or subdivision,

(b) In a new manufactured home park or subdivision,

(c) In an expansion to an existing manufactured home park or subdivision, or

Ordinance No. _____
 Page 29 of 32

(d) In an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as the result of a flood; shall meet the standards of paragraphs (1) through (6) of this section and manufactured homes placed or substantially improved on other sites in an existing manufactured home park or subdivision within zones VI-30, V, and VE on the FIRM shall meet the requirements of DMMC 16.15.180(3).

(9) Recreational vehicles placed on sites within V or VE zones on the community's FIRM shall either:

(a) Be on the site for fewer than 180 consecutive days, or

(b) Be fully licensed and ready for highway use, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and have no permanently attached additions; or

(c) Meet the requirements of subsections (1) and (3) above and the anchoring requirements for manufactured homes (DMMC 16.15.170(1)(b)).

NEW SECTION. Sec. 14. A new section is added to chapter 16.15 DMMC to read as follows:

Changes to Special Flood Hazard Area.

(1) If a project will alter the Base Flood Elevation (BFE) or boundaries of the Special Flood Hazard Area (SFHA), then the project proponent shall provide the community with engineering documentation and analysis regarding the proposed change. If the change to the BFE or boundaries of the SFHA would normally require a Letter of Map Change, then the project proponent shall initiate, and receive approval of, a Conditional Letter of Map Revision (CLOMR) prior to approval of the development permit.

Ordinance No. _____
 Page 30 of 32

The project shall be constructed in a manner consistent with the approved CLOMR.

(2) If a CLOMR application is made, then the project proponent shall also supply the full CLOMR documentation package to the Floodplain Administrator to be attached to the floodplain development permit, including all required property owner notifications.

NEW SECTION. Sec. 15. A new section is added to chapter 16.15 DMMC to read as follows:

Critical Facility.

Construction of new critical facilities shall be, to the extent possible, located outside the limits of the SFHA (100-year floodplain). Construction of new critical facilities shall be permissible within the SFHA if no feasible alternative site is available. Critical facilities constructed within the SFHA shall have the lowest floor elevated three feet above BFE or to the height of the 500-year flood, whichever is higher. Access to and from the critical facility should also be protected to the height utilized above. Floodproofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into floodwaters. Access routes elevated to or above the level of the BFE shall be provided to all critical facilities to the extent possible.

NEW SECTION. Sec. 16. A new section is added to chapter 16.15 DMMC to read as follows:

Compliance.

All development within special flood hazard areas is subject to the terms of this Title and other applicable regulations.

NEW SECTION. Sec. 17. A new section is added to chapter 16.15 DMMC to read as follows:

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Penalties for Noncompliance.

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this Title and other applicable regulations. Violations of the provisions of this Title by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions), shall constitute a misdemeanor. Any person who violates this chapter or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$1,000 or imprisoned for not more than 90 days, or both, for each violation, and in addition shall pay all costs and expenses involved in the case. Nothing herein contained shall prevent the City of Des Moines from taking such other lawful action as is necessary to prevent or remedy any violation.

Sec. 18. Codification. Section 14 of this Ordinance shall be codified as DMMC 16.15.145 entitled "Changes to Special Flood Hazard Area."

Sec. 19. Codification. Section 15 of this Ordinance shall be codified as DMMC 16.15.210 entitled "Critical Facility."

Sec. 20. Severability - Construction.

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

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

Sec. 21. Effective date. This Ordinance shall take effect and be in full force five (5) days after its final approval by the Des Moines City Council in accordance with law.

Ordinance No. _____
Page 32 of 32

PASSED BY the City Council of the City of Des Moines this
_____ day of _____ and signed in authentication thereof this
_____ day of _____, 2020.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published: _____

Bonnie Wilkins

From: L Peace <lookingforpeaceandjustice.1111@gmail.com>
Sent: Tuesday, June 23, 2020 4:09 PM
To: _CityCouncil
Subject: Why we Should Rename the Steven J. Underwood Park
Attachments: Letter to Des Moines City - Final.pdf

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good afternoon,

I tried to direct this letter directly to Luisa Bangs, the councilwoman on the Police Department Advisory Committee, but I was unable to click through on her name to get her email address. In any event, I have put together a letter detailing my father's experience as a Black man living in Des Moines and his interaction with the late Police Officer, Steven J. Underwood. The information in this letter is something that I have discussed and written about (in lesser detail) in the past, but is definitely timely for today's climate. If you knew the type of man my father was and the many areas in his life that he has dealt with discrimination, you would better understand why the information I describe in the letter has weighed so heavily on my heart.

This is my first time interacting with the City Council so please forgive me if there is a better protocol for sending correspondences. I hope at least one or two of you will take the time to read this letter and will read it with an open mind. The letter is both attached as a PDF and copied and pasted below.

With Warmest Regards,

Lindsay

To: Concerned Citizens, Des Moines City Council and Police Department

Re: Why we Should Rename the Steven J. Underwood Park

Date: June 23, 2020

To Whom it May Concern,

I grew up in Des Moines, Washington where I used to sell candy bars for my local soccer team in front of Johnny's grocery store. Each year I went to the WaterLand festival and the haunted house, two events, like Johnny's, that are sadly relics of the past. All of my primary and secondary education was completed in Des Moines. I was a straight A student, a varsity athlete, and founder of my neighborhood clean up club that had exactly four members — myself, my sister and our two friends. After graduating from high school, I attended the University of Washington and eventually graduated with a law degree from an Ivy League law school. I could share countless stories of my own personal experience as a black child growing up in a town that, at the time, was hardly considered diverse. But instead, I am writing this letter on behalf of my father and anyone else who has been the victim of race-based policing in this community.

I am asking the City to do something I see as very simple — rename the Steven J. Underwood Memorial Park. Years ago, my father, a quiet, hard working black man, was repeatedly harassed and racially profiled by officers working for the Des Moines Police Department. He lived in Des Moines, near the marina. My father recalls several incidents of police officers pulling him over, oftentimes within a few blocks of his home, running his information, and then letting him go without incident. On one occasion, he was pulled over near Pacific Middle School. The officer asked him where he had been. My father said that he was coming from Schucks Auto Supply, where he had gone to buy a part for his car. The officer asked to see what my father had purchased. When my father told him that Schucks did not have the part, the officer said that there had been a string of car thefts (ok, what does that have to do with my dad?), but proceeded to let him go. On another occasion, my father was pulled over near 200th street. The officer had been talking to two young girls. My father was not speeding and had not done anything wrong, yet the officer pulled him over, approached his car, then told him that he could go. These are just two examples of what regularly happens to ordinary black people who are routinely pulled over by cops for the sole purpose that they are driving while black.

While my father was “relatively lucky” that he was only harassed by the police, he was not lucky the night he encountered Officer Steven J. Underwood. On that night, my father was followed by Officer Underwood from Pacific Highway to a 7-11 in Des Moines. When my father pulled into 7-11, Officer Underwood pulled him over for — well it is hard to say because he never actually told my father why he was pulling him over. During this seemingly illegal stop, Officer Underwood asked to see my father’s information and then questioned him about a trip permit that was set to expire in a few days. Officer Underwood returned to his car. Approximately 10 minutes later, he came back to my father’s car to ask if he ever drove interstate trucking. My father told him no and that he was not a truck driver. He ordered my father out of his car, shoved him against the car, handcuffed him, and then forgot to read him his *Miranda* rights or tell him why he was being arrested. By this time nine police cars had been sent to the 7-11 parking lot. That is nine police cars for a man who was just on his way to grab something from the corner store. He had not committed a crime; he was not carrying a weapon; he had not raised his voice; he had not threatened the officer; he was not a violent man; he had not committed a violent crime; he had not stolen anything; he had not hurt anyone; he did not resist arrest — all he had done was have the misfortune of running into a racist, arrogant, cop while black.

Officer Underwood put my father in the backseat of another officer’s car, and said, “You seem like a nice guy. Let’s see if you can make it to work in the morning.” My father sat in the backseat handcuffed until shortly after my mother arrived to pick up his car. My mother still remembers seeing him in the back of the car, his eyes wide and scared, looking like yet another black man who had been beat down by the system.

My father, now in the back of the other officer’s patrol car, asked her what was going on. She snidely remarked, “you’ll see what it’s like to be in the system.” She drove my father to the Safeway parking lot on 272nd street, where she met a police officer from the Kent police department who took custody of my father. That officer tried to look up some information on why my father was arrested, but said he was unable to find anything. The officer told my father that he was surprised and that he didn’t know what was happening in that town, but still had to take my father to the jail in Kent. My father was taken to jail and put into a tiny cell where he managed to fall asleep. At approximately 3:00 a.m., he woke up to his name being called. He was removed from his cell, shackled to his waist, and transported to the jail in Seattle, where he took a mugshot and was fingerprinted. He was eventually released around 4:30 or 5:00 a.m. with no explanation and with a bit less money in his wallet than when he was headed to 7-11 the night before. As Officer Underwood had so kindly hoped for my father, he was able to make it to work that day (and every day after that for the next 20 years - he just retired two weeks ago). My father cannot remember what he ate for dinner last night, but he remembers, in great detail, the unfortunate night he met Officer Underwood and the two times he saw

him afterwards (ironically sitting in a local donut shop and on the news, when he was being remembered as an officer that had fallen in the line of duty).

What happened after a 7-11 stop turned into a night in jail? My father had to spend \$1,500 on an attorney to clear his record so that it did not impact his security clearance at work. And the Court (located in Burien) disagreed with the city's attorney, telling my father he could be done if he paid a fine that was twice the amount that was recommended by the City's own attorney. Regarding the fine, to this day it is still unclear why he had to pay a fine, because his focus had to shift from fighting his unjust arrest to fighting for his livelihood as, among other things, he had to provide for his three daughters.

This is just one story that is representative of the way that cops harass innocent black and brown people, take their dignity, demean them, and put them into the system which then extorts them. Officer Steven J. Underwood was a racist police officer, who engaged in improper, unjust, illegal, race-based policing while employed with the Des Moines Police Department. He used his badge and gun to harass and demean my father. I'm sure he was beloved by those he left behind, as much as I am sure there are other people like myself and like my father, who feel vastly different. To continue to honor Officer Underwood by putting his name on a public park is quite frankly unjust. Why should we honor him when statues of racist white men are falling down all over America? Change has been long overdue and change in this City and within this City's police department is no exception. Rename the Steven J. Underwood Park!

Sincerely,

Lindsay

A Citizen Demanding Change

Bonnie Wilkins

From: William Schadt <wcschadt@gmail.com>
Sent: Friday, June 12, 2020 6:52 AM
To: _CityCouncil
Subject: police matters

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hello:

Yesterday I listened to the city council meeting that was streamed on-line.

I very much appreciated the information that Mayor Pina and Councilmember Bangs provided at various points in the meeting about the Des Moines police department. Their comments about our police department, how it works and its accomplishments in terms of accreditation are helpful to me and give me some confidence about our department.

Thank you again for your response to my concerns.

Bill Schadt

Bonnie Wilkins

From: noreply@civicplus.com
Sent: Monday, June 22, 2020 9:48 AM
To: Bonnie Wilkins; Taria Keane
Subject: Online Form Submittal: Council Meeting Comments

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Council Meeting Comments

Your name and the subject of your comment will be read into the record at the next available City Council meeting.

First Name	Karen
Last Name	Steinhaus
Address1	28313 REDONDO WAY S, APT 207
City	Des Moines
State	WA
Zip	98198
Phone	5307516177
Email	kjneilsen2@gmail.com
Subject	Redondo Beach Parking Lot Noise, Nuisance, Parking Violations
Comment	I am interested in creating a project with the City of Des Moines and Redondo concerned residents in an effort to address and correct noise, public nuisances, parking violators with an end goal of positive outcomes for all stakeholders.
Do you wish to be contacted by the City Clerk's Office with instructions on how to participate in the City Council Zoom meeting?	Yes

Email not displaying correctly? [View it in your browser.](#)

Bonnie Wilkins

From: noreply@civicplus.com
Sent: Thursday, June 25, 2020 11:34 AM
To: Bonnie Wilkins; Taria Keane
Subject: Online Form Submittal: Council Meeting Comments

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Council Meeting Comments

Your name and the subject of your comment will be read into the record at the next available City Council meeting.

First Name	Jayme
Last Name	Wagner
Address1	26212 17th Ave So
City	Des Moines
State	WA
Zip	98198-9244
Phone	2532051264
Email	jaerae90@hotmail.com
Subject	Fireworks
Comment	Good Evening.

With the 4th of July celebration at the Marina cancelled as well as all others in the area, i would like to know if the DMPD Officer hours that were Already budgeted for the event, will be moved to additional Patrols/education/enforcement of the existing Fireworks ban in Des Moines. With more people staying home, I imagine that there will be many more residents lighting them off at home, as I have already noticed a significant increase in the Large Booms in the neighborhoods surrounding me.

Thank you

Do you wish to be
contacted by the City
Clerk's Office with
instructions on how to
participate in the City
Council Zoom meeting?

No

Email not displaying correctly? [View it in your browser.](#)

Bonnie Wilkins

From: noreply@civicplus.com
Sent: Thursday, June 25, 2020 3:44 PM
To: Bonnie Wilkins; Taria Keane
Subject: Online Form Submittal: Council Meeting Comments

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Council Meeting Comments

Your name and the subject of your comment will be read into the record at the next available City Council meeting.

First Name	Donny
Last Name	Payne
Address1	807 S. 194th ST
City	Des Moines
State	WA
Zip	98148
Phone	2067947494
Email	donnypayne@live.com
Subject	Proclamation of Racism
Comment	Good evening Council. Donny Payne, North Hill and I've come to talk with you, about the proclamation you'll be voting on tonight. Trigger warning, I may say some uncomfortable things about this uncomfortable topic. According to the US Bureau of Justice Statistics, last year almost 600,000 inter-racial violent victimizations occurred ... between blacks and whites, including white-on-black and black-on-white attacks. Blacks committed about 90 percent, and whites committed 10 percent of those attacks. Dramatically increasing the per capita disparity, is the fact that black people represent only 13% of the US population. These are not MY statistics, these are OUR

statistics from one of our national, non-partisan bureaus.

Now listen VERY closely to what I'm about to say please. While those statistics may be accurate, they are also irrelevant to the Proclamation you are about to vote on. You should not vote NO on this proclamation because of the large disparity between black-on-white attacks in the US; which, on its very face, look suspiciously racist; NOR should you vote YES due to the equally irrelevant GAO study from thirty years ago, cited in the proclamation. Neither one matters for the subject at hand.

Vote NO, because this proclamation makes bare assertions that the city engages in "systemic racism." A tremendously dubious claim. This particular proclamation is Misguided, Sews division, and is Irrelevant to the city's needs for peace and unity.

The proclamation does not define "racism," does not cite any proof of past institutional racism within the city, it appears to indicate the city will engage in thought-crime enforcement, claims to do the mortally- impossible task of "alleviating racism," implies that our little Municipal Court, which does not even handle capitol cases, gives only minorities death sentences, and that the City of Des Moines, who doesn't even operate health care facilities, is somehow engaging in a racist healthcare crisis against its citizens.

This thing is a hot mess and a libel to our city! Vote NO on this laughable and obscene proclamation. Do not implicate the city for crimes it has never done, just to assuage the mob. Appeasement ONLY incites greater violence. This is true with terrorists, rogue nations and petty tyrants alike. And it's definitely true with the thuggish hordes roaming our streets nowadays

Council, don't be fearful of being called "racist" by opposing this insane, defamatory, inappropriate proclamation. There are better ways to achieve the effects you want, than to permanently sully the city's reputation with this proclamation. Thank you.

Do you wish to be
contacted by the City
Clerk's Office with
instructions on how to

Yes

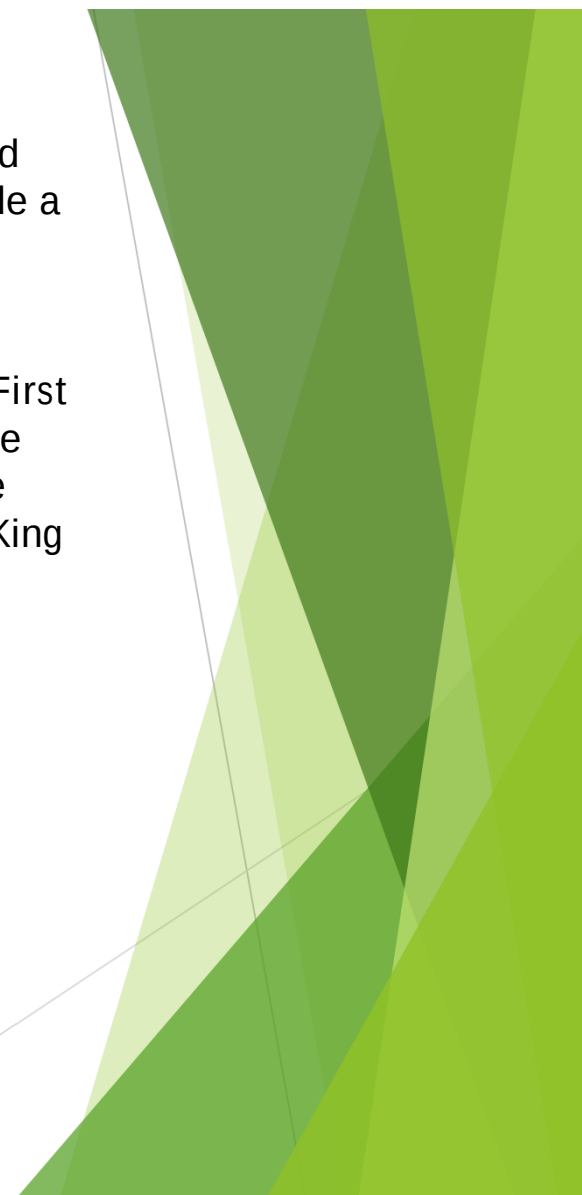
participate in the City
Council Zoom meeting?

Email not displaying correctly? [View it in your browser.](#)

Council, we have sent out information on different programs of the City's and their status regarding COVID 19 precautions. Tonight we would like to provide a more comprehensive description of our summer events.

It is important to understand that all decisions made regarding events in the City are a result of consultation with our Emergency Operations Center, our First Responders, Chief Thomas and Chief Pennington, their designees and with the City Manager and the operations people who implement our programs. Aside from internal and first responder discussion the City has also complied with King County Public Health directives and directives that have come from the Governor's Office, which state we are currently in Phase 2 of the reopening process.

It is our intention to be in compliance with essential recommendations to prevent the transmission of the virus.



The background features abstract, overlapping green geometric shapes, primarily triangles and polygons, in various shades of green, creating a modern and dynamic visual effect.

2020 SUMMER EVENTS IN DES MOINES

A DIFFERENT TAKE ON SUMMER

CANCELLED EVENTS

City:

- ▶ Concerts in the Park
 - Arts Commission working to provide public art
- ▶ Shakespeare in the Park
- ▶ Outdoor Movies
- ▶ In Person Camps/Clinics/Leagues

OTHER SUMMER EVENTS

RUNNING OF THE FLAGS **JULY 4/5** *Fireworks Over Des Moines*

Virtual 1 Mile
5K • 10K
Half-Marathon
Run/Walk/Fun



Grab your flag and your family, friends, and pets on the race course and race time of your choosing during the Fourth of July weekend.

Register at: <https://bit.ly/3cMPnKa>

Hunt for fun in
the Des Moines
Marina District!

See Art by local artists,
Chalk Art on sidewalks, and
a Scavenger Hunt that will delight
the whole family.



4th of July Fireworks

Running of the Flags
July 4-5

Art/Wine Walk

Art Walk and Scavenger Hunt
July 11-12

Waterland Weekend

Virtual Parade
July 18

Poverty Bay Wine Fest

Virtual Event
July 25th



JULY EVENTS

www.DestinationDesMoines.org
www.DMNPRotary.org

Visit our virtual
Wine Festival!

We'll be featuring local wineries
at our Facebook Live event!

Join the Wine Fest, have virtual
tastings and buy some great wines
to support your community!



We're taking the
Waterland Parade virtual!

Individuals, organizations, and businesses:
Show your creativity, talent and passion
for our community! Submit your video or
photo to be included in the fun and exciting
Waterland Grand Parade!

See the many parade categories and enter by
June 20. Register at: <https://bit.ly/2UpalBS>

POVERTY BAY
WINEFEST
JUL 25 | 2020 | Virtual Event
4-8pm

OTHER SUMMER EVENTS

- ▶ National Night Out – encouraged to be moved to October 6
- ▶ Blues and Brews – TBD
- ▶ Des Moines Area Food Bank
 - ▶ Grab 'n Go meals for kids
 - ▶ Groceries to Go for Seniors

The background features abstract, overlapping green geometric shapes, primarily triangles and polygons, in various shades of green, creating a modern and dynamic visual effect.

Adapting To The Current Climate

PARKS & RECREATION

Incredible Effort Put Into Creating Virtual Summer Camp



VIRTUAL CAMP KHAOS

Red Carpet Roll Out

**Camp KHAOS/K2
Week 1 Newsletter**

Zoom Meetings: 4:00pm - 4:30pm

Register: desmoineswa.gov/dash



For your Zoom group this week...

CONTEST!

Film your own video clip!

Every child dreams of becoming a star... Now is your chance to let your child be in the spotlight!

Use your favorite video editing software or application to submit a video clip no longer than 30 seconds of your child being a movie star, a pop singer or using an original video or movie thought up by your child.

Submissions must be sent to recreation@desmoineswa.gov by 12pm on Thursday June 25, 2020.

Winner will be announced Friday, June 26, 2020. Entries must include the name and age of each participant.

For your video submission, we encourage you to be innovative, creative, and clever, but please use good taste - keep the video, images, and/or artistic impressions free of obscenity or indecent material.

DRESS UP LIKE A STAR!

MONDAY, June 22nd
K Group - Zoom, 4pm

TUESDAY, June 23rd
H Group - Zoom, 4pm

WEDNESDAY, June 24th
A Group - Zoom, 4pm

THURSDAY, June 25th
O Group - Zoom, 4pm
Weekly contest submissions
due by noon!

FRIDAY, June 26th
K2 Group - Zoom, 4pm
Weekly contest winner announced!

Zoom Rules & Expectations

- | | |
|----------------|----------------------------------|
| Be on time. | No chat while leader is talking. |
| Turn on video. | Raise your hand to talk. |
| Be respectful. | Have fun! |

DES MOINES PARKS & RECREATION



DAY CAMP PROGRAM

SUMMER 2020 AT HOGAN PARK

SKYHAWKS DAY CAMP PROGRAM:

- » 8:00 a.m. – 4:00 p.m.
- » Monday - Friday for a single week or multiple weeks (up to eight weeks)
- » A variety of fun activities:
 - » Arts & Crafts
 - » Reading/Library
 - » Games
 - » Performances
 - » and more...

Each week includes a different Skyhawks sport theme including Skyhawks skill-based sport curriculum.

(length)	(days)	(ages)	(fee)
1 week	5-days	6-12	\$159
Extended Hours (1 week)	5-days	6-12	\$55
8 weeks	5-days	6-12	\$1175
Extended Hours (8 weeks)	5-days	6-12	\$440

Weeks of camp:

7/06 - 7/10, 7/13 - 7/17, 7/20 - 7/24,
7/27 - 7/31, 8/03 - 8/07, 8/10 - 8/14,
8/17 - 8/21, 8/24 - 8/28



SPACE IS LIMITED!
REGISTER TODAY»

Online:
skyhawks.com

Phone:
800.804.3509

Transportation Improvement Plan (2021-2040) Public Hearing

Des Moines City Council
June 25, 2020

Presented by
Andrew Merges, P.E., EMPA
City Engineer



What Is The Transportation Improvement Plan (TIP)?

- A prioritized list of 92 planned transportation projects
 - Not financially constrained
- Derived from the Comprehensive Transportation Plan (CTP)
 - Long Range Transportation Plan (20 year)
 - CTP sets policies, goals, and strategies to help guide decisions for existing and future transportation systems for all modes of travel
 - CTP Defines a manageable network of arterial roadways, priority pedestrian networks, priority bicycle networks, and transit service priorities to support the City



How Do Projects Get Into The TIP?

- From Comprehensive Transportation Plan (CTP)
 - Safety, Capacity, Pedestrian and Bicycle needs
 - Supports Transit
- From Analysis of the City's Transportation System
 - Traffic Engineering Studies
 - Citizen input/concerns
- From Interagency and Utility Coordination
 - (ex. SeaTac/Sound Transit/WSDOT)



How Is The TIP Used?

- Provides direction to staff for development of the 6-year Capital Improvement Plan (CIP)
- Project Planning and Coordination – Utilities and Neighboring Cities
- Required by State Law (RCW 35.77.010) to Submit annually (July 31st)
- Reported to WSDOT and PSRC
- Positions Projects for Future Grants/Loans



2021-2040 TIP Discussion/Process

- Public Notice – Published in Seattle Times on June 10 and June 17, 2020
- Public comment opportunity at hearing (tonight)
- Public comment received (email, phone etc.)
 - Develop a new project replacing the existing seawall adjacent to Redondo Beach Drive, north of Redondo Way to allow for increased pedestrian access to the beach and tidelands
 - Install more speed tables on Redondo Beach Drive similar to the one at the intersection of 287th along with much more Police enforcement

2021-2040 TIP

Accomplishments

- Project Highlights for 2020
 - Priority 1 – Pavement Preservation Program
 - Collaboration with Highline Water District & Construction Underway
 - Priority 3 – ADA Compliance Program
 - Continued trip hazard removal – focus on downtown core & schools
 - Des Moines Memorial Drive & S. 200th St
 - Anticipate completion 2020
 - South 216th Street – Segment 3
 - Anticipate completion 2020
 - 24th Ave S & S 208th St Intersection Improvements
 - Anticipate completion 2020
 - Priority 8 – Barnes Creek Trail – South Segment
 - Approximately ½ improvements complete 2020





2021-2040 TIP

Proposed Revisions From Previous Years

- Priority 5 – 24th Ave S. Improvement Project (Segment 2)
 - **Revise Project Limits** to reflect broadly the scope of work as agreed to with the Washington State Transportation Improvement Board (TIB) and associated grant funding
- Priority 9 – South 240th St. Improvements (Segment 2)
 - **Revise Title & Project Limits** to identify South 240th St. Improvements from 20th Ave S to East City limits as two (2) distinct projects for consistency in size for project delivery in recognition of various funding sources
- Priority 11 – 24th Ave S. Improvement Project (Segment 1)
 - **Revise Project Limits** to reflect project limit changes of Priority 5
- Priority 15 – South 240th St. Improvements (Segment 1)
 - **Revise Title & Project Limits** to reflect changes of Priority 9



Recommendation

- “I move to approve Draft Resolution No. 20-035 adopting the 2021-2040 Transportation Improvement Plan for the City of Des Moines.”

PUBLIC HEARING:

DRAFT ORDINANCE 20-030

FLOOD HAZARD AREAS CODE UPDATE

CHAPTERS 16.01 AND 16.15 DMMC

Jason Woycke, AICP – Planner II

June 25, 2020

Background

- FEMA / National Flood Insurance Program (NFIP) provides affordable flood insurance to property owners in Des Moines.
- For property owners to participate in the NFIP, Des Moines must be in compliance with the NFIP's regulations.
- The Department of Ecology provides assistance for cities in complying with NFIP and Washington-specific regulations.
- This update was also an opportunity to clarify the code and correct any errors and inconsistencies.



FEMA



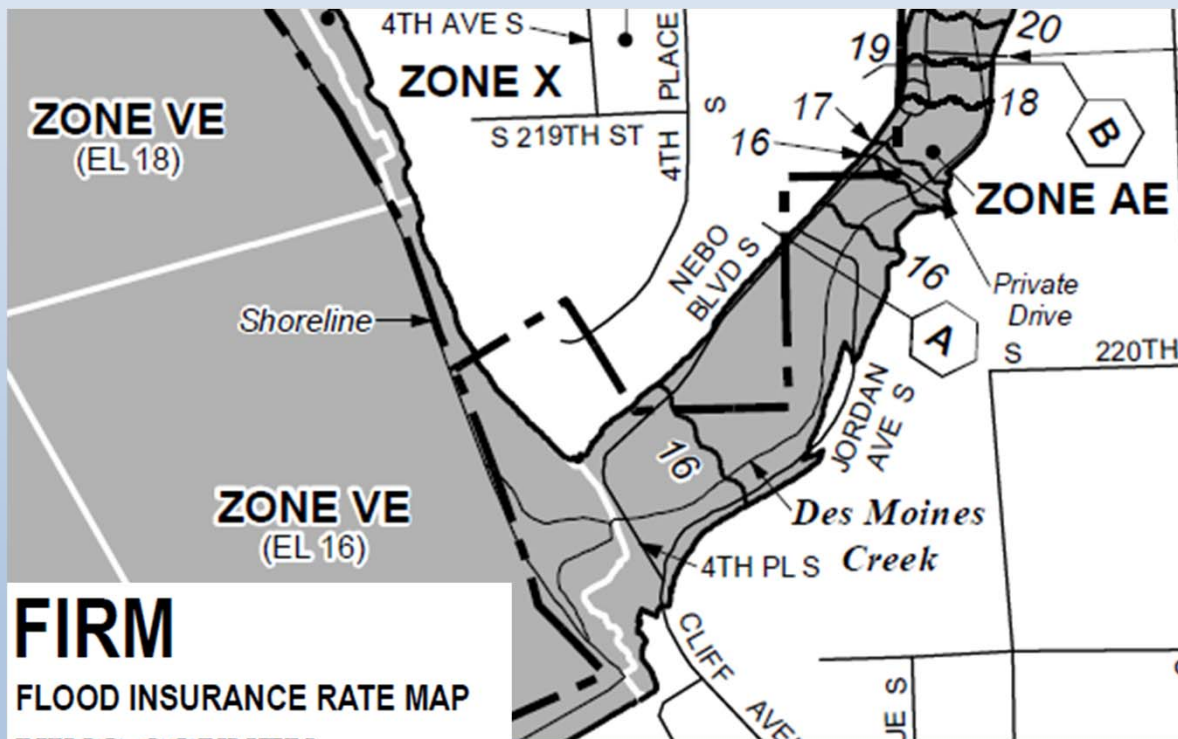
**NATIONAL FLOOD
INSURANCE PROGRAM®**

Amendments

- Definitions added and modified (DMMC 16.01.050)
- Permit submittal requirements clarified (DMMC 16.15.090)
- Certification and documentation requirements clarified (DMMC 16.15.090, 16.15.100, 16.15.120, 16.15.180, 16.15.200)
- New section added that addresses compliance (DMMC section TBD)
- New section added that addresses penalties for noncompliance (DMMC section TBD)
- Code citations updated and/or corrected

Amendments

- New flood study and maps adopted (DMMC 16.15.050)



FIRM

**FLOOD INSURANCE RATE MAP
KING COUNTY,
WASHINGTON
AND INCORPORATED AREAS**

PANEL 964 OF 1700

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

LEGEND

	SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.
ZONE A	No Base Flood Elevations determined.
ZONE AE	Base Flood Elevations determined.
ZONE AH	Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
ZONE AO	Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
ZONE AR	Special Flood Hazard Areas formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
ZONE A99	Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
ZONE V	Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
ZONE VE	Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.
	FLOODWAY AREAS IN ZONE AE The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.
	OTHER FLOOD AREAS
ZONE X	Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.
	OTHER AREAS
ZONE X	Areas determined to be outside the 0.2% annual chance floodplain.
ZONE D	Areas in which flood hazards are undetermined, but possible.
	COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS
	OTHERWISE PROTECTED AREAS (OPAs)

Amendments

- Exemptions removed. Variance conditions and criteria added (DMMC 16.15.150, 16.15.160)
 - No regulatory exemptions exist for flood hazard areas
 - Model language for variances provided by Ecology/FEMA
 - Much of the existing exemption code is now variance code

(ii) A determination that failure to grant the ~~exemption~~ variance would result in exceptional hardship to the applicant; and

Amendments

- Flood hazard protection standards clarified (DMMC 16.15.170, 16.15.180, 16.15.240)



Amendments

- New section added that addresses projects with significant impacts (DMMC 16.15.145)

If a project will alter the Base Flood Elevation (BFE) or boundaries of the Special Flood Hazard Area (SFHA)



The project proponent shall provide the community with engineering documentation and analysis regarding the proposed change

Amendments

- New section added that addresses critical facilities (DMMC 16.15.210)



Suggested Motion

Motion 1: “I move to pass Draft Ordinance No. 20-030 to a second reading on July 16, 2020, or as soon thereafter as the matter may be heard.”