

AGENDA

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

June 25, 2015 – 7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC

EXECUTIVE SESSION

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

PRESIDING OFFICER'S REPORT

ADMINISTRATION REPORT

Page 1 Item 1: KING COUNTY BEST START FOR KIDS INITIATIVE

Item 2: PUBLIC AWARENESS OF FIREWORKS BAN IN DES MOINES

Item 3: DINING HALL GRAND OPENING

CONSENT AGENDA

Page 15 Item 1: APPROVAL OF VOUCHERS

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

Total A/P Checks/Vouchers	#143377-143512	\$1,352,360.46
Electronic Wire Transfers	#562-567	\$ 155,923.44
Payroll Checks	#18657-18659	\$ 5,266.64
Payroll Direct Deposit	#230001-230168	\$ 298,437.46
Total Certified Wire Transfers, Voids, A/P and Payroll Vouchers:		\$1,811.988.00

Page 17 Item 2: RELOCATION OF KING COUNTY FIBER OPTIC-ITS EQUIPMENT ASSOCIATED WITH S. 216TH STREET SEGMENT 1-A CONSTRUCTION
Motion is to approve Amendment #1 to the 12-10-2009 Agreement between the City of Des Moines and King County Construction and Implementation of Intelligent Transportation System improvements to Support the A-Line RapidRide Project; authorizing the City to relocate County ITS facilities as part of the S. 216th Street Segment 1-A Improvements and for the City to be reimbursed by the County its share of actual administrative, design, construction and construction inspection costs estimated to be \$29,849, and authorize the City Manager to sign said agreement amendment substantially in the form submitted.

- Page 45 Item 3: CONSTRUCTION AGREEMENT WITH PSE FOR UTILITY UNDERGROUNDING ON THE SOUTH 216TH STREET SEGMENT 1-A IMPROVEMENTS (24TH AVENUE S TO PACIFIC HIGHWAY S)
Motion is to approve the Schedule 74 Project Construction Agreement with Puget Sound Energy for Underground conversion on the South 216th Street, Segment 1-A improvements (24th Avenue S to Pacific Highway S) and further authorize the City Manager to sign the Agreement, substantially in the form as submitted.
- Page 73 Item 4: JOINT UTILITY TRENCH AGREEMENT WITH COMCAST FOR THE SOUTH 216TH STREET SEGMENT 1-A IMPROVEMENTS (24TH AVENUE S TO PACIFIC HIGHWAY S)
Motion is to approve the attached Joint Utility Trench Agreement with Comcast for utility undergrounding on the South 216th Street Improvement Project (24th Avenue South to Pacific Highway South), which includes reimbursing the City for approximately \$79,955 in costs, and further authorize the City Manager to sign the Agreement, substantially in the form as submitted.
- Page 91 Item 5: DES MOINES BEACH PARK DINING HALL REHABILITATION PROJECT – PURCHASE AND INSTALLATION OF NEW KITCHEN EQUIPMENT
Motion 1 is to approve an additional \$30,000.00 for the Des Moines Beach Park Dining Hall Rehabilitation Project for the purchase and installation of new kitchen equipment.

Motion 2 is to direct Administration to submit a \$30,000.00 CIP budget amendment for the Des Moines Beach Park Dining Hall Rehabilitation Project.
- Page 111 Item 6: AMENDMENT TO CONTRACT FOR PUBLIC DEFENSE SERVICES
Motion is to approve the Amendment to the Public Defender Services Agreement between the City and Julie Codd and Tracy Greenwood to increase the compensation for defense services at SCORE from \$1,200/month to \$2,000/month and to authorize the City Manager to sign the Amendment substantially in the form as attached.
- Page 127 Item 7: DRAFT RESOLUTION NO. 15-111: TREE INITIATIVE AND AUTHORIZING SUIT BY CITY ATTORNEY
Motion is to enact Draft Resolution No. 15-111, authorizing the City Attorney to commence legal action in King County Superior Court to halt the proposed Tree Initiative.

PUBLIC HEARING/CONTINUED PUBLIC HEARING

- Page 177 Item 1: TRANSPORTATION IMPROVEMENT PLAN (2016-2035)
Staff Presentation: Engineering Services Manager
Brandon Carver

OLD BUSINESS

- Page 197 Item 1: REDONDO PARKING MANAGEMENT PLAN-FINAL REPORT BRIEFING
Staff Presentation: Associate Transportation Engineer
Andrew Merges
- Page 201 Item 2: SECOND READING OF DRAFT ORDINANCE NO. 15-066 RELATED TO THE CITY OF DES MOINES 2015 COMPREHENSIVE PLAN UPDATE
Staff Presentation: Community Development Manager
Denise Lathrop

NEXT MEETING DATE

July 2, 2015

ADJOURNMENT

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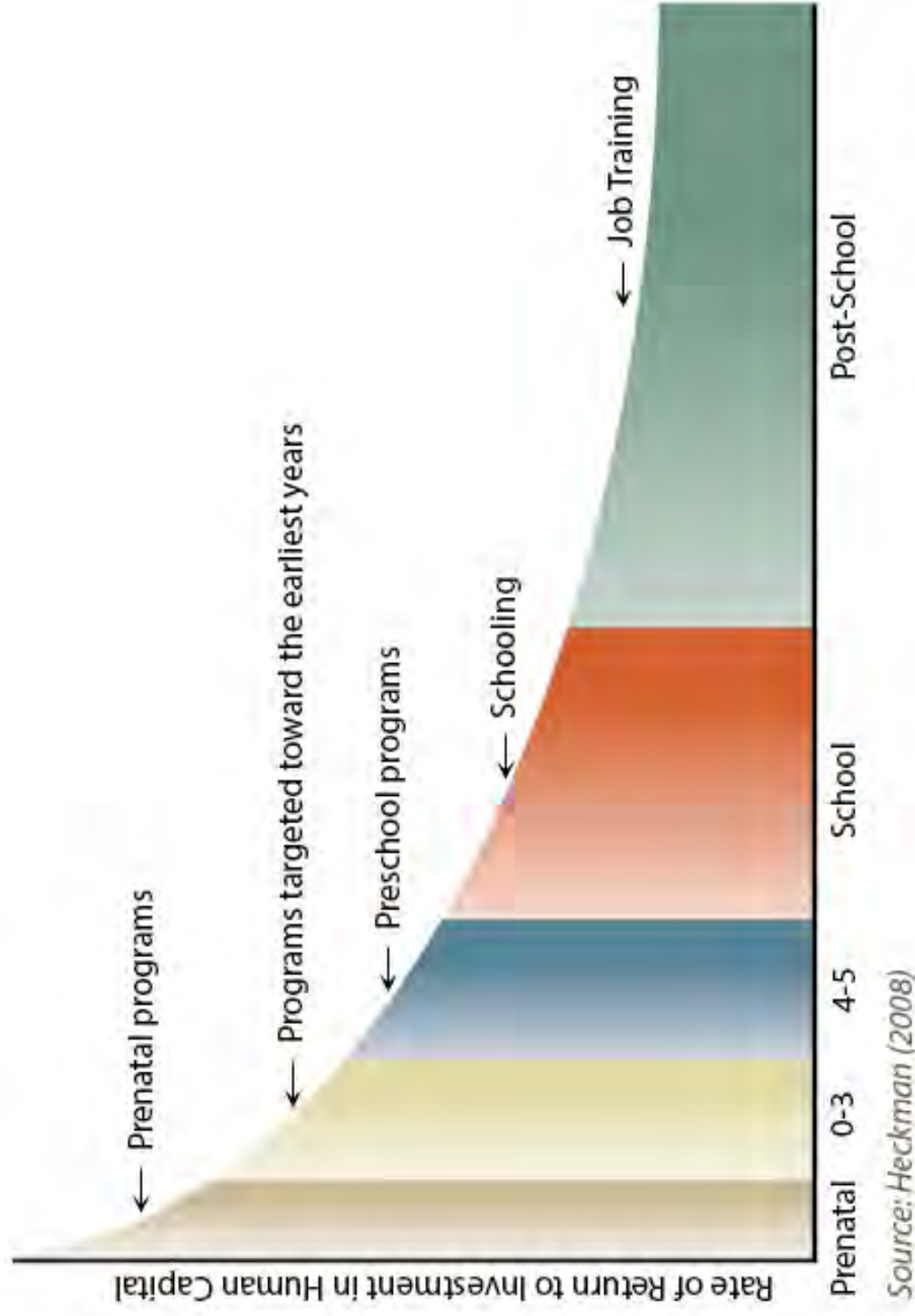


“An Ounce of Prevention Is Worth A Pound of Cure”

- Science tells us **prevention** and **early intervention** are most effective and least expensive approach
- Yet, much of the County’s funding is responding to negative outcomes
 - **75%** of the County’s general fund pays for the law and justice system



The Earlier the Investment, The Greater the Return

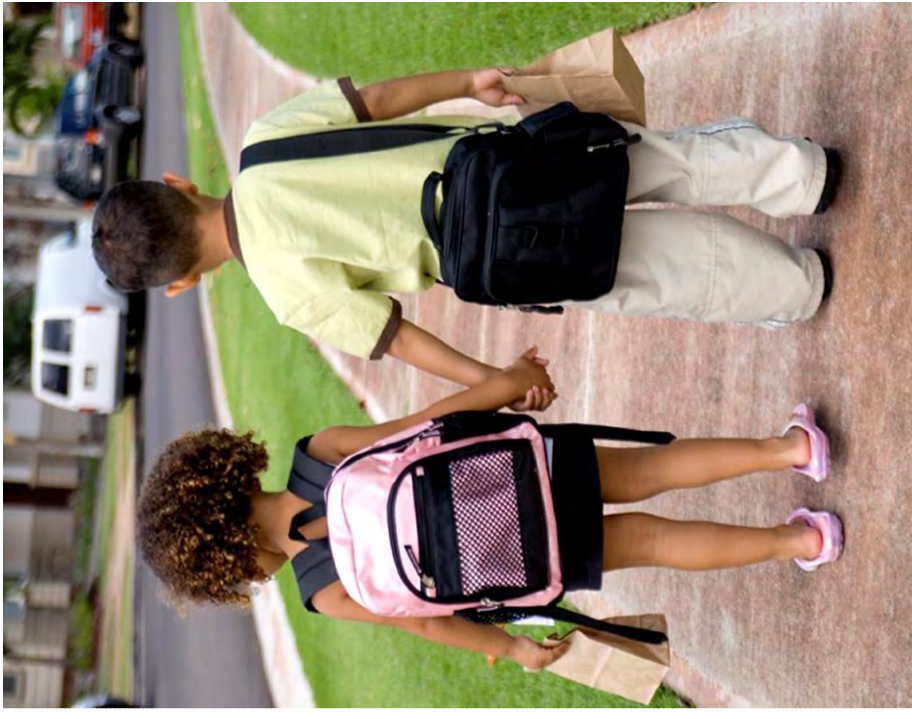


Achieving a Positive Return

Approach	Return on Investment
Early childhood development's return on investment	\$3 to \$17 for every dollar invested
Investment in early treatment and prevention programs for addictions and mental illness	\$2 to \$10 savings in health costs, criminal and juvenile justice costs, educational costs, and lost productivity for every dollar invested
Investment in proven community-based programs to increase physical activity, improve nutrition, and prevent smoking	\$10 per person could save the country more than \$16 billion annually within five years; That's a return of \$5.60 for every dollar invested

Prevent Crises Before They Begin

- Start early and invest heavily before age 5
- Then, make strategic investments at the critical points in a young person's development
- Invest at the community level to reinforce a child's progress



What is Best Starts for Kids?

- 6-year countywide levy for Nov. 2015 ballot
- Outcomes-based investment in kids, families and communities
 - Babies are healthy
 - Children are safe, healthy thriving community members
 - Communities are safe, welcoming and healthy



Funding Details

Amount:

- \$58.3 million in 2016
- \$392.3 million over six years (avg. of \$65.4 million/year)
- \$0.14 per \$1,000 of assessed value
 - costing the average homeowner about **\$56 per year**

Distribution:

- 50% (\$32.7 million annual average) for age 0-5
- 35% (\$22.7 million annual average) for age 5-24
- 9% (\$6.0 million annual average) for community
- 6% (\$4.0 million annual average) for data, evaluation and infrastructure

Initial Collection: Family & Youth Homelessness Prevention Initiative; scientific research for prevention; levy reserves

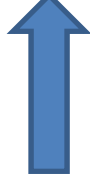
Implementation

- County will lead a comprehensive community planning process after levy passes
- Assumptions:
 - Majority of funding out to the community
 - Contracts will be competitive, outcomes-focused
- Governance:
 - Creation of an advisory body for investment strategies for 0-5 age and 5-24 age (*Youth Action Plan recommendation*)
 - Use of existing Communities of Opportunity Interim Governance Group for community investment

Investment Strategies: Before Age 5

Strategies

- Supporting parents and caregivers
 - Maternity Support Services, WIC, and family planning
 - Home-based visiting for new moms and babies (for example, Nurse Family Partnership)
- Providing training & tools for childcare providers
- Identification and early intervention for kids experiencing trauma



Outcomes

- Stabilize MCH public health services
- Reduce low birth weight
- Reduce unintended pregnancies
- Reduce suspensions & expulsions from child care, etc.

Investment Strategies: School Age (5-24)

Strategies

- Screening, early intervention and treatment for mental, behavioral and substance abuse
- Improving school nutrition and physical activity environments
- Expanding School Based Health Centers
- Helping to provide a successful transition to adulthood



Outcomes

- Reduce psychiatric hospitalizations
- Reduce youth at an unhealthy weight
- Reduce use of alcohol or drugs
- Reduce chance of entering justice system

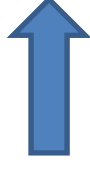
Investment Strategies: Community

Strategies

- Homeless prevention
- Communities of Opportunity

Examples:

- *Improve opportunities for physical activities*
- *Increase access to healthy and affordable food*
- *Creating safe places to live*



Outcomes

- Reduce family & youth homelessness
- Address inequities based on place
- Improve quality of life index in communities

Timeline

- Executive transmitted Ordinance to County Council on April 29th
- Council to vote on legislation by July 20th for November 2015 ballot



Questions?

Contacts:

Patty Hayes, Interim Director, Public Health-Seattle & King County
patty.hayes@kingcounty.gov
(206) 263-8285

Diane Carlson, Director Regional Initiatives, King County
Executive's Office
diane.carlson@kingcounty.gov
(206)263-9631

For more information:

www.kingcounty.gov/beststarts

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CITY OF DES MOINES
Voucher Certification Approval

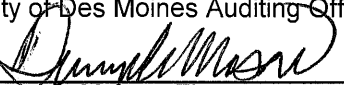
25-Jun-15

Auditing Officer Certification

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

As of **June 25, 2015** the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers included in the attached list and further described as follows:

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


 Dunyale Mason, Finance Director

	# From	# To	Amounts
Claims Vouchers:			
Total A/P Checks/Vouchers	143377 -	143512	1,352,360.46
Electronic Wire Transfers	562 -	567	155,923.44
Total claims paid			1,508,283.90
Payroll Vouchers			
Payroll Checks	18657 -	18659	5,266.64
Direct Deposit	230001 -	230168	298,437.46
Payroll Checks	-		
Direct Deposit	-		
Payroll Checks	-		
Direct Deposit	-		
Total Paychecks/Direct Deposits paid			303,704.10
Total checks and wires for A/P & Payroll			1,811,988.00

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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: Relocation of King County Fiber Optic-ITS Equipment associated with S. 216th Street Segment 1-A Construction.

1. Proposed Amendment #1 to the 12-10-2009 Agreement between the City of Des Moines and King County for Construction and Implementation of Intelligent Transportation System Improvements to Support the A-Line RapidRide Project
2. Agreement between the City of Des Moines and King County for Construction and Implementation of Intelligent Transportation System Improvements to Support the A-Line RapidRide Project (12-10-2009)
3. Letter of support, King County Metro, S. 216th Street, Segment 1-A
4. 2015-2020 Capital Improvement Plan

FOR AGENDA OF: June 25, 2015

DEPT. OF ORIGIN: Planning, Building, Public Works

DATE SUBMITTED: June 15, 2015

CLEARANCES:

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

APPROVED BY CITY MANAGER
FOR SUBMITTAL: AI

Purpose and Recommendation

The purpose of this item is to seek City Council approval of Amendment #1 (Attachment 1) to the 2009 Agreement (Attachment 2) between the City of Des Moines and King County for Construction and Implementation of Intelligent Transportation System Improvements to Support the A-Line RapidRide Project, which would authorize the City of Des Moines to relocate existing King County Intelligent Transportation system (ITS) equipment during construction of the Transportation Gateway Project, S. 216th Street, Segment 1-A, subject to reimbursement of costs to the City. The following motion will appear on the consent calendar:

Suggested Motion

"I move to approve Amendment #1 to the 12-10-2009 Agreement between the City of Des Moines and King County Construction and Implementation of Intelligent Transportation System Improvements to Support the A-Line RapidRide Project; authorizing the City to relocate County ITS facilities as part of the S. 216th Street Segment 1-A Improvements and for the City to be reimbursed by the County its share of actual administrative, design, construction and construction inspection costs estimated to be \$29,849, and authorize the City Manager to sign said agreement amendment substantially in the form submitted."

Background

The City is preparing to advertize the Transportation Gateway Project, S. 216th Street, Segment 1-A Improvements (between 24th Avenue South and Pacific Highway South) for construction in late 2015. Construction involves relocation of utilities and equipment including ITS fiber optic communications and transit signal priority equipment jointly shared and operated by King County (County) and the City of Des Moines (City). The agreement was originally approved by the City on December 10, 2009 (Attachment 2), as part of a larger regional agreement process to operate and maintain ITS equipment associated with the King County Metro Transit Division A-line Rapid Ride project operating along the SR99 corridor. An amendment to the Agreement (Attachment 1) is required for the City to perform related relocation work and be reimbursed by the County.

Discussion

The City is progressing with signal and ITS system final design and right of way acquisition for the S. 216th Street, Segment 1-A improvements. Roadway widening requires relocation of signal and other ITS communications equipment on the SW corner of S. 216th Street and Pacific Highway South. The agreement between the City and the County requires an amendment (Attachment 1) in order for the City to will perform this work and be reimbursed by the County for its cost share of administration, design, construction and construction inspection. The fiber optics communication cables are jointly shared by the City, the County and WSDOT and it is most cost effective for one contractor to perform this work. The total estimated share of County cost to relocate the ITS equipment is \$29,849. The City's is acquiring right of way to widen the roadway including relocation of ITS equipment, signal control cabinets as well as traffic signal poles. The County has been mutually supportive of the Transportation Gateway project including successful grant funding of Segment 1-A (Attachment 3)

Alternatives

The alternative would be to request that the County perform the relocation or discontinue use of the fiber optic communications lines. Disabling these communication functions will deteriorate ITS operations South of S. 216th Street on Pacific Highway South to Federal way including, but not limited to loss of Smart Card functions, automated rapid ride signage updates and transit signal priority operations.

Financial Impact

The project is funded by CIP project #319-332 (Attachment 4) including obligated State and Federal Grant funds. Funding from King County will add an unanticipated funding source to increase the revenue stream and supplement the City's ability to provide local matching funds for the project without adversely impacting the estimated project budget.

Recommendation or Conclusion

Staff recommends that the agreement be approved.

Concurrence

The Public Works Finance and Legal departments concur with this recommendation.

5.21.2015

Amendment #1
Agreement between the City of Des Moines and King County
For Construction and implementation of Intelligent System Improvements to
Support the A-Line RapidRide Project

WHEREAS, the City of Des Moines, Washington (City) and King County, Washington (County) executed the above cited agreement on December 12, 2009 for A-line RapidRide improvements to support transit investments in traffic signal and communication systems necessary to implement bus rapid transit along Pacific Highway South;

WHEREAS, Section 11.2 of said agreement allows written authorization to amend said agreement by authority of the City Manager/City Council and General Manager of the Transit division;

WHEREAS, the agreement for Design, Construction, Ownership and Maintenance of the A-line RapidRide Fiber Optic equipment, November 20, 2009 between the City of SeaTac, the City of Des Moines, the City of Kent and the City of Federal Way specifies that the participating agencies give a 90 day notice for relocation of any components of the fiber optic system;

WHEREAS, the City provided said notice construct the Transportation Gateway Project, S. 216th Street, Segment 1-A, (between 24th Avenue South and Pacific Highway S), including widening of the west leg of S. 216th Street at Pacific Highway South and relocation of County owned ITS/TSP fiber optic and other equipment referred to herein as the "Project";

WHEREAS, the City will acquire needed right of way, at no cost to the county, to place the county equipment in the vicinity of the City's signal control equipment; and

WHEREAS, the County determined it would be in the public interest to amend this agreement authorizing the City to design and manage the relocation as part of the City's construction contract and the County is willing to reimburse the City for its share of administration, engineering, construction and construction inspection costs related thereto;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the sufficiency of which is acknowledged, the Parties hereto agree as follows:

1. City Responsibilities

- 1.1. The City will be responsible for the administration, design, construction, construction engineering/inspection and acceptance of all Project improvements, included by reference in the City's final "Bid Documents, Approved for

Amendment #1,
Agreement between the City of Des Moines and King County
For Construction and implementation of Intelligent System Improvements to Support the
A-Line RapidRide Project

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Construction, Plans and Specifications for the Transportation Gateway Project, S. 216th Street, Segment 1-A". The plans for fiber optic improvements are attached by reference in Attachment A. Relevant specifications for this project include, but are not limited, to Special Provisions, item 8-20 ILLUMINATION, TRAFFIC SIGNAL SYSTEMS, AND ELECTRICAL and item; 9-29 ILLUMINATION, SIGNAL, ELECTRICAL (Materials). Cost of improvements shall be bid lump sum, line item entitled: TSP / Fiber Optic Interconnect Systems Complete.

- 1.2. The City will be responsible for the administration of any contracts it enters into for the performance of its responsibilities under this Agreement. The City will provide the County with a construction schedule as well as notice of preconstruction and construction meetings. Prior to issuance of acceptance and payment of any contractor's work for ITS/TSP/Fiber Optic Interconnect System work, the City will notify the County and provide the County with the opportunity to inspect the improvements, including system testing and acceptance. However, neither the County's comments nor the County's inspection of City-led improvements under this Agreement will relieve the City of its responsibility for said improvements.
- 1.3. The City, or its contractor, will notify the County Representative, John Toone, at 206-477-0507, five (5) working days prior to any planned interruption of fiber optic connectivity. The city will also notify the County's representative immediately upon contractor notice of initial completion and splicing of priority ITS/TSP fiber connections terms of the project plans and specifications.
- 1.4. The City shall provide electronic copies of as-built drawings and fiber optic test results to the County serving as notice for final inspection of all work related with relocation and reconnection of the exiting ITS/TSP cabinet, including testing.
- 1.5. The City shall forward any County comments on acceptability of the improvements, drawings or test results to the contractor.
- 1.6. The City will withhold lump sum payment for the bid item "TSP / Fiber Optic Interconnect Systems Complete" pending approval of as- built drawings and receipt of final fiber optic test reports from the City's contractor.

2. County Responsibilities

- 2.1. The County concurs with the project plans and specifications noted in Section 1.1. and identified in Attachment A.
- 2.2. The County agrees that the County Representative will be available coordinate with the City and/or its Contractor for all required work related with relocation and reconnection of existing ITS/TSP cabinet, including fiber optic pre-installation and attenuation testing. The County Representative will attend preconstruction and construction meetings as requested by the City to coordinate the project.

Amendment #1,

Agreement between the City of Des Moines and King County

For Construction and implementation of Intelligent System Improvements to Support the A-Line RapidRide Project

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- 2.3. The County will assist the City in working with contractor to prioritize initial fiber optic connections and operations per the terms of the City's plans and specifications.
- 2.4. The County will review the electronic copy of the as-built drawings and fiber test results provided by the City. The county shall review the drawings and test results notify the city of any needed comments, additions, changes or modifications of the ITS/TSP connections within 7 days of receipt.
- 2.5. If at time of inspection, the improvements are not prepared in accordance with the plans and specifications of Section 1.1, the County will prepare a written punch list of such items and submit it to the City with instructions the changes required. The County may request an additional inspection and testing if needed.
- 2.6. The County will notify the City verbally and in writing of a positive inspection, testing and approval. Should the County fail to inspect within the time period specified in section 2.2, it shall mean that the County defers said decision making to the City who shall act on behalf of the County in approving and accepting the improvements from the contractor.
- 2.7. Notice of acceptance will not constitute acceptance of any unauthorized or defective work or material. The County retains all rights hereunder and at law to require the City to remove, repairs, replace, or dispose of any unauthorized or defective work or to recover damages for any such work or material. Any changes to plans or specifications ordered by the County shall be in the form of a change order executed by the City and the County shall be responsible for additional costs.

3. Payment

- 3.1. The County will reimburse the City for its share of cost to complete of the improvements including administrative, engineering, construction and construction engineering costs. The improvements will be bid as a lump sum item termed the *TSP / Fiber Optic Interconnect Systems Complete*. Estimated construction costs for this bid item are \$48,600 of which \$19,899 are estimated County cost or fixed at 41 percent of this bid item. The county's share of construction engineering/inspection costs will be fixed at 12% of the County share of bid item construction costs or an estimated \$2,985. Furthermore, the County will be responsible for paying 100% of change orders requested by the county or the County's proportionate share of change orders if required by the City for the overall bid item increase including construction and construction engineering costs. The County agrees to reimburse the City for the actual percentage of construction and share of construction engineering costs as determined from the final pay estimate.
- 3.2. The County agrees to reimburse the City for its share of administrative and engineering costs predetermined herein to be \$7,000. The City may invoice the

Amendment #1,

Agreement between the City of Des Moines and King County

For Construction and implementation of Intelligent System Improvements to Support the A-Line RapidRide Project

5.21.2015

County for these costs within 30 days of approval of this agreement. Total County costs are estimated to be \$29,849.

- 3.3. The City will invoice the County (in writing) upon completion of the tasks identified in Section 1.6, by sending the invoice to the County Representative at the address as shown in Section 5.2 including construction and inspection costs as provided in Section 3.1. The County will make payment to the City within thirty (30) working days of receipt of an invoice for work determined to be performed in accordance with the terms of the Agreement.

4. Ownership and Maintenance

- 4.1. Unless otherwise agreed to herein by the Parties, improvements will be managed per the terms of the original agreement last dated as December 11, 2009 as referenced herein.

5. Identification of Party Contacts

- 5.1. The City and the County will both appoint a Project Manager to represent the interests of their respective agencies. The two Project Managers will work collaboratively to implement this Agreement.
- 5.2. All official communication concerning this Agreement should be directed to the following Project Contacts:

Leonard Madsen
Special Transportation Project Manager
Des Moines Public Works Department
21650 11th Avenue S
Des Moines, WA 09198
206 870-6523
lmadsen@desmoineswa.gov

John Toone
IT Project Manager
King County Dept of Transportation
201 S. Jackson St, Room 333
Seattle, WA 98104-3856
206-477-0507
john.toone@kingcounty.gov

Any changes in agency contacts from those noted above must be confirmed and acknowledged in writing to the other Party.

6. Entire Agreement

As amended herein, this agreement contains all terms, conditions and provisions agreed upon by the Parties hereto, and shall not be modified except by written amendment. Such amendments may be made to this Agreement within the previously approved budget or other applicable authority for and on behalf of the City by its City Manager, and for and on behalf of the County by its Transit General Manager.

7. Severability

If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby if such remainder would

**Amendment #1,
Agreement between the City of Des Moines and King County
For Construction and implementation of Intelligent System Improvements to Support the
A-Line RapidRide Project**

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then continue to serve the purposes of the objectives originally contemplated by the Parties

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the last date written below.

THE CITY OF DES MOINES

By

Anthony A. Piasecki, City Manager

Date

KING COUNTY

By

Kevin Desmond, General Manager
King County Department of Transportation
Metro Transit Division

Date

**Amendment #1,
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For Construction and implementation of Intelligent System Improvements to Support the
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Attachment A

Transportation Gateway Project
S. 216th Street Segment 1-A

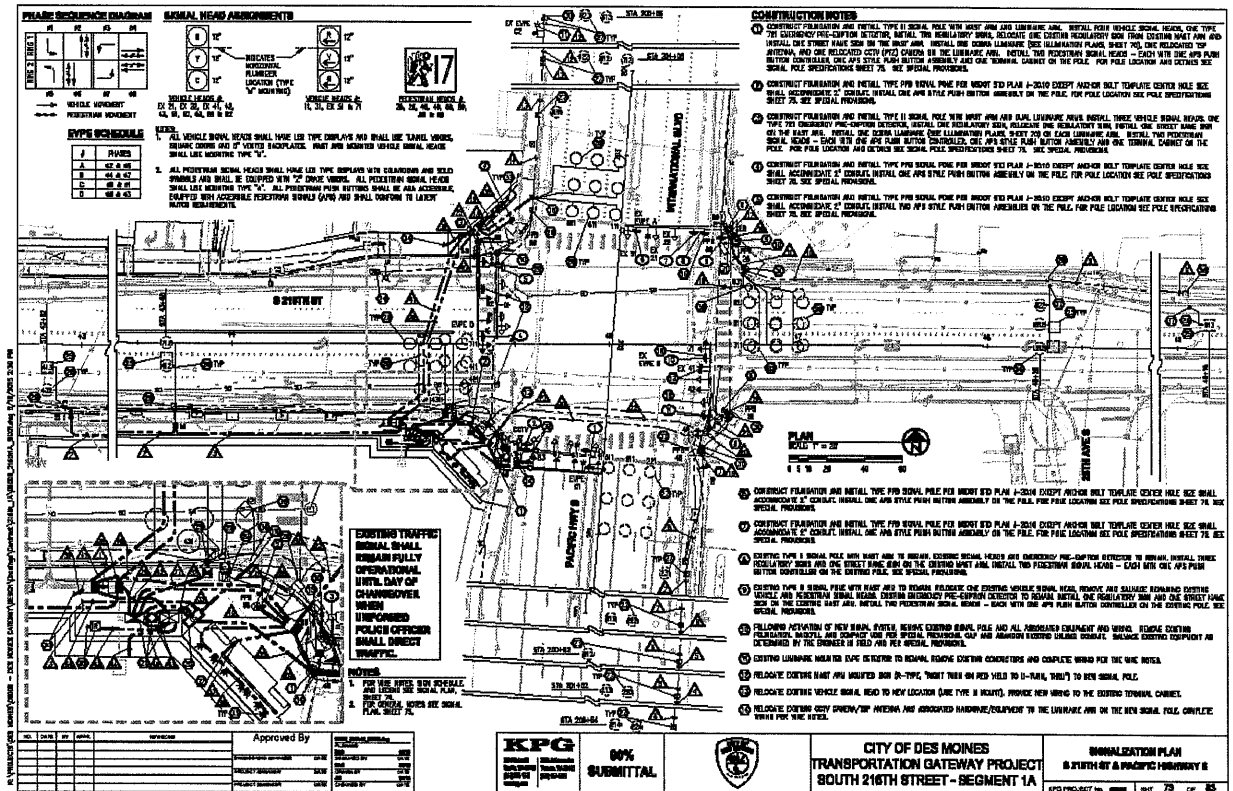
Bid Documents, Approved for Construction: Plans and Specifications for the “Transportation Gateway Project, S. 216th Street Segment 1-A” (Included by reference; See 5/21/15 e-mail from Leonard Madsen to John Toone, regarding special provisions)

Plan Excerpts (Subject to final revision):

**Amendment #1,
Agreement between the City of Des Moines and King County
For Construction and implementation of Intelligent System Improvements to Support the
A-Line RapidRide Project**

5.21.2015

Signalization Plan



Amendment #1,
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5.21.2015

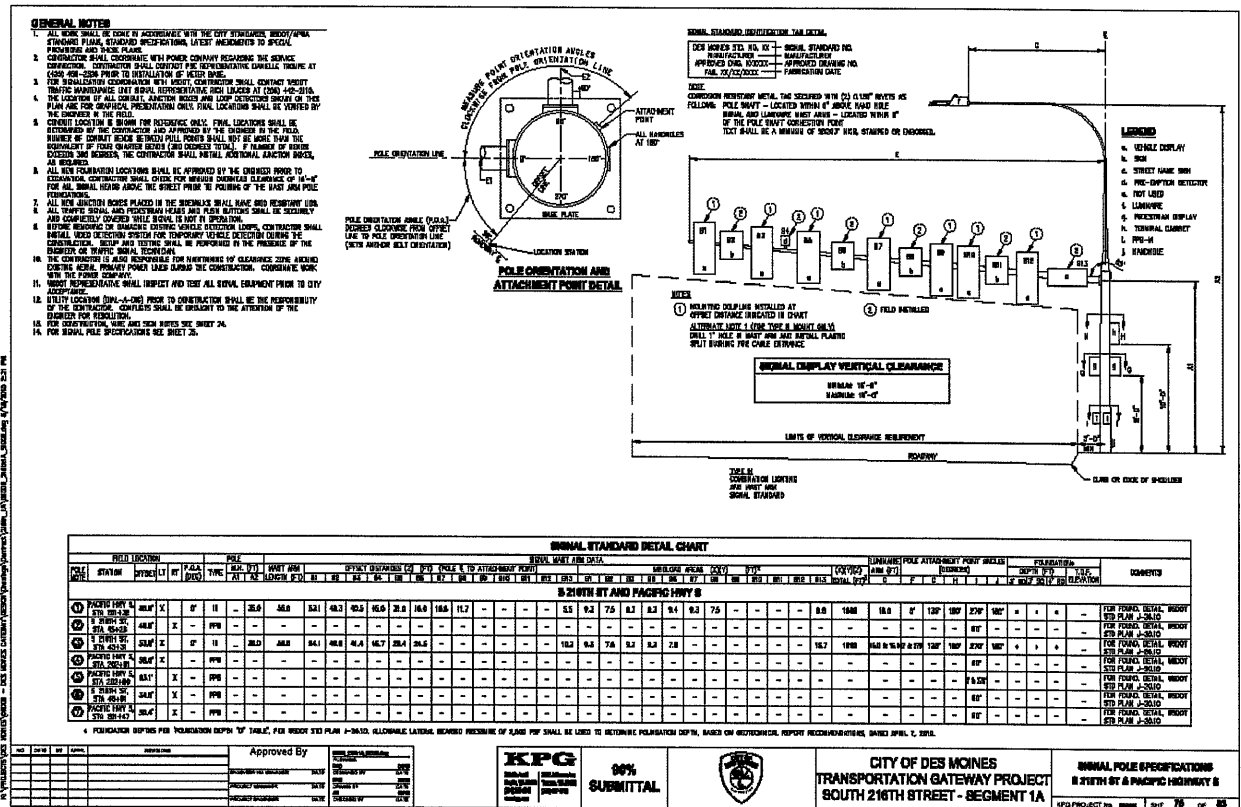
Signalization Notes

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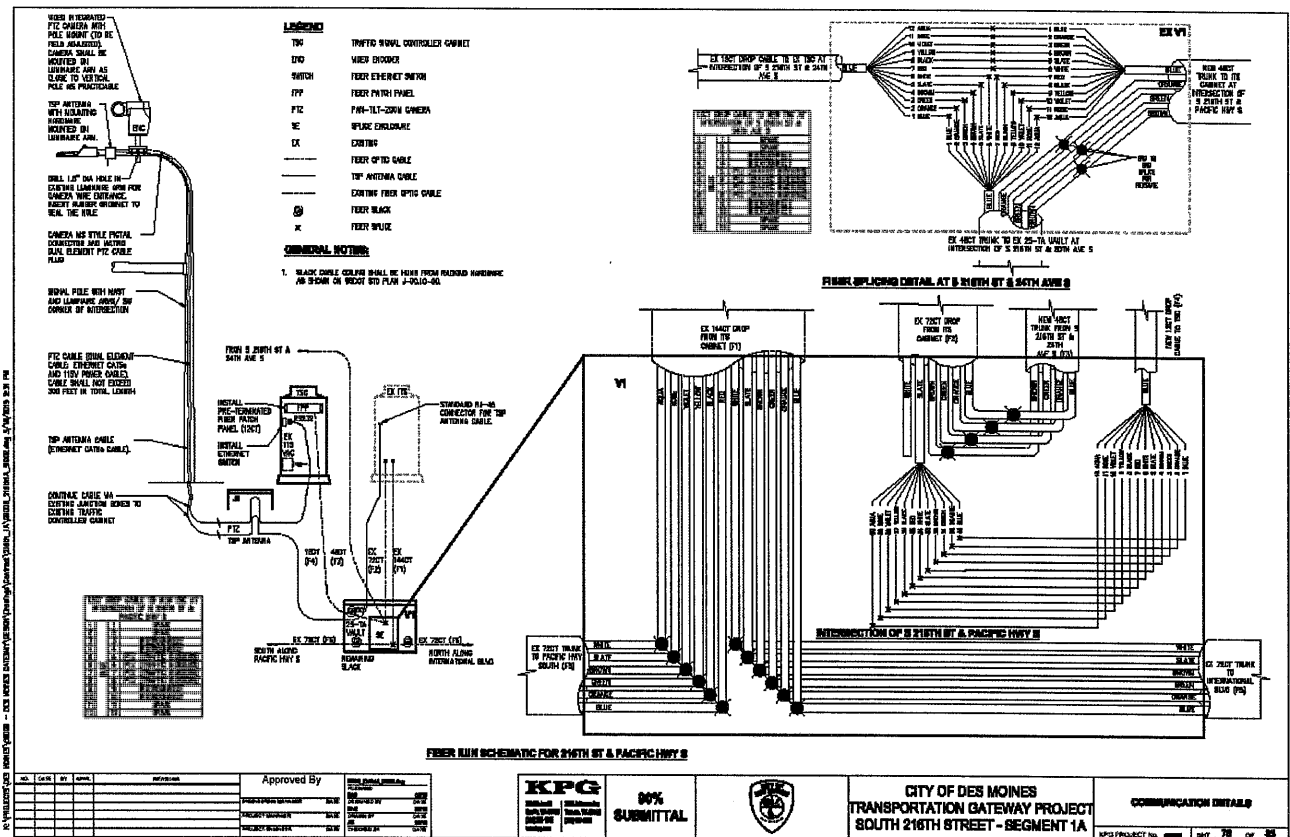
Signal Pole Specifications



**Amendment #1,
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5.21.2015

Communication Details



**Amendment #1,
Agreement between the City of Des Moines and King County
For Construction and implementation of Intelligent System Improvements to Support the
A-Line RapidRide Project**

Agreement between the City of Des Moines and King County for the Construction and Implementation of Intelligent Transportation System Improvements to Support the A-Line RapidRide Project

This AGREEMENT is made and entered into this 12 day of Dec, 2009 by and between the City of Des Moines, hereinafter referred to as the "City," and King County, hereinafter referred to as the "County," both of which may be collectively referred to as the "Parties."

WHEREAS, King County Ordinance No. 15582 (Transit Now Ordinance) identified a number of transit service measures to be implemented using the one-tenth of one percent sales and use tax collected through Transit Now that focus on capital, operating, and maintenance improvements that are expected to expand and improve bus service on local streets and arterials within King County; and

WHEREAS, one of the programs specifically identified in the Transit Now Ordinance was the development and implementation of a bus rapid transit program in five distinct corridors, including new bus rapid transit services connecting the Tukwila International Boulevard Link Light Rail Station and the Federal Way Transit Center; and

WHEREAS, the key elements of bus rapid transit include new, low-floor, hybrid diesel-electric buses; improved frequency of bus service; improved traffic operations; and transit stations with real-time passenger information signs; and

WHEREAS, mutually beneficial contractual arrangements with other public entities that leverage public funds to provide both new and better bus service to cities and employers is a key strategy identified in the Transit Now Ordinance approved by King County voters in the general election on November 7, 2006; and

WHEREAS, the County's bus rapid transit along this corridor is named A-Line RapidRide; and

WHEREAS, the Parties are interested in advancing the implementation of this project; and

WHEREAS, the approved King County transit capital program includes funding to support these investments in traffic signal systems and communication necessary to implement A-Line RapidRide; and

WHEREAS, the City and the County entered into an Agreement on July 15, 2003 for work associated with the Pacific Highway Redevelopment Project between South 216th Street and Kent Des Moines Road; and

WHEREAS, as part of that Agreement, the City committed to supporting the installation and operation of Transit Signal Priority (TSP) operations on Pacific Highway South; and

WHEREAS, as part of that Agreement, the County provided \$500,000 in local match funds to the City for transit-related improvements; and

WHEREAS, as part of that Agreement, the City committed to providing transit-related improvements, including new City conduit and new traffic signal controllers that would support TSP operations; and

WHEREAS, as part of that Agreement, TSP operations were planned at three intersections along Pacific Highway South within Des Moines for northbound and southbound approaches at South 216th Street, South 224th Street, and Kent Des Moines Road; and

WHEREAS, as part of that Agreement, the County committed to developing a TSP Operation Plan that would define the parameters for installing and implementing TSP; and

WHEREAS, the County, along with the City of Des Moines, the City of SeaTac, the City of Kent, and the City of Federal Way developed the Pacific Highway South/International Boulevard RapidRide Proposal ("RapidRide Proposal") dated December 18, 2007 that identified a set of capital improvements to improve the speed, safety, and reliability of transit service along the corridor; and

WHEREAS, the RapidRide Proposal contains principles for the Implementation and Ongoing Operation of TSP and for Signal Operations in Support of A-Line RapidRide;

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND AGREEMENTS SET FORTH HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATIONS, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED BY BOTH PARTIES, THE PARTIES AGREE AS FOLLOWS:

Section 1. Purpose

The purpose of this Agreement is to establish the roles and responsibilities of the Parties regarding the construction and funding of the A-Line RapidRide Intelligent Transportation Systems (ITS) Improvements (the "A-Line ITS Improvements").

Section 2. County Responsibilities

- 2.1 The County shall be responsible for all work activities required to design, construct, and inspect the A-Line ITS Improvements. A summary of the A-Line ITS Improvements is provided in Attachment A. The estimated cost for the A-Line ITS Improvements is \$428,035.
- 2.2 The County shall submit plans for incorporating and implementing the A-Line ITS Improvements to the City for the City's review and approval before the County initiates construction. The City will have the opportunity to review the plans for consistency with the recommended A-Line ITS Improvements and provide written comments to the County. The County shall submit these plans to the City in electronic form.
- 2.3 The County shall be responsible for the administration of any contracts it enters into for the performance of its responsibilities under this Agreement. The County shall give the City quarterly reports on work progress and other matters of significance in the performance of this Agreement. Before the issuance of a change order or any acceptance of a contractor's work, the County shall notify the City and give the City an opportunity to comment on and inspect the work.
- 2.4 However, neither the City's comments on nor inspection of the A-Line ITS Improvements constructed pursuant to this Agreement will relieve the County of its responsibility for said improvements.
- 2.5 The County shall develop new traffic signal timing plans for signal coordination and transit signal priority consistent with the RapidRide Proposal. The City shall review and approve the new traffic signal timing plans.
- 2.6 The County shall reimburse the City for work performed by the Washington State Department of Transportation (WSDOT) during the construction and acceptance of the A-Line ITS Improvements that fulfills the City's responsibilities under this Agreement.

City of Des Moines/King County ITS Improvements – December 1, 2009

- 2.7 The County will design and construct a separate 48-count fiber cable along South 216th Street (South 216th Fiber Improvements) from Pacific Highway South to the City of Des Moines Engineering Building.
- 2.8 The County will bid the installation of the South 216th Fiber Improvements on a separate bid schedule. After review of contractor bids for the South 216th Fiber Improvements, the City will notify the County in writing whether or not to proceed with installation of the South 216th Fiber Improvements. The County will invoice the City for the actual cost of installing, testing, and accepting the South 216th Fiber Improvements. The estimated cost is \$100,000. The cost breakdown for the South 216th Fiber Improvements is provided in Attachment B. The County will contribute \$60,000 towards the construction cost of South 216th Fiber Improvements. This \$60,000 contribution is in the form of federal grant funds reallocated from the WSDOT Traffic Buster Project. The City's total financial contribution shall not exceed \$40,000.
- 2.9 The South 216th Fiber Improvements will be installed in existing conduit where available and aerially where no conduit exists. The South 216th Fiber Improvements shall be owned and maintained by the City after physical completion is issued.
- 2.10 City and County responsibilities regarding the review of plans, change orders, and inspection of work identified in Section 2 and Section 3 also apply to the South 216th Fiber Improvements.
- 2.11 The County will be responsible for acquiring all required permits for the installation of the A-Line ITS Improvements and South 216th Fiber Improvements, including a City right-of-way permit.

Section 3. City Responsibilities

- 3.1 Upon notification by the County of completion of the A-Line ITS Improvements and the South 216th Fiber Improvements identified in Section 2, the City shall review the Improvements. If the City finds that any work does not meet the terms of the final plans, specifications, and approved change orders, the City will prepare a punch list of such items and submit it to the County. The work shall be promptly corrected by the County at no cost to the City. Notice of acceptance will not constitute acceptance of any unauthorized or defective work or material.
- 3.2 The City shall implement traffic signal coordination and transit signal priority timing plans. The principles for the implementation and ongoing operations of transit signal priority and other signal operation elements are provided in Attachment C.
- 3.3 The City agrees to install in its traffic signal controller cabinets an interface panel that is pre-wired to accept connections to a transit-priority request generator. The interface panel will be jointly approved and located by the Parties.
- 3.4 The City shall permit the County to install new County-owned ITS cabinets and terminate the ITS cabinet power conductors in a new 20-amp breaker installed in the existing service cabinet.
- 3.5 The City will assist the County in acquiring plan reviews, permits, and any approval that may be required by the County to install the A-Line ITS Improvements.

City of Des Moines/King County ITS Improvements – December 1, 2009

- 3.6 The City will waive right-of-way permit and review fees associated with these reviews and approvals as the County has agreed to waive costs associated with construction management for the South 216th Fiber Improvements.
- 3.7 For the South 216th Fiber Improvements, the City will be responsible for obtaining approval from utility pole owners where applicable.

Section 4. Fiber Optic Cable Installed on Pacific Highway South

- 4.1 The County shall install a 72-count fiber optic cable as a part of the A-Line ITS Improvements. This cable size will provide communication capacity that could be used by the local agencies for other purposes. The distribution of the fiber is as follows:

King County RapidRide	24 strands
City of Des Moines Communications	24 strands
Interagency Communications	24 strands

- 4.2 The Parties will enter into a separate Fiber Optic Project Agreement to establish the terms and conditions for the ownership and maintenance of the 72-count fiber cable.
- 4.3 The City shall permit the County to use City conduit installed with the Pacific Highway Redevelopment Project in order to route the fiber optic cable associated with the A-Line ITS Improvements.

Section 5. Financing

- 5.1 **Total Project Budget.** The project budget is \$518,588. This includes the cost for the installation of the South 216th Fiber Improvements.
- 5.2 **City Contribution.** Upon completion of the South 216th Fiber Improvements, the County will invoice the City for the actual cost of this work, not to exceed \$40,000. The City will pay the County within 30 days of receipt of an invoice for work determined to be performed in accordance with the terms of this Agreement.
- 5.3 **County Contribution for WSDOT Performed Work.** Upon completion of work performed by WSDOT in support of this Agreement during the construction and acceptance of the A-Line ITS Improvements, the City will invoice the County for the actual cost of this work. The estimated budget for WSDOT's work is \$5,000. The County recognizes that the cost for WSDOT-performed work could exceed this amount. The County will pay the City within 30 days of receipt of an invoice for work determined to be performed in accordance with the terms of this Agreement.

Section 6. Schedule

- 6.1 The scheduled date to begin construction of the A-Line ITS Improvements is January 15, 2010. The County will notify the City when the project is advertised for bids, and will provide a set of the bid documents to the City at no cost.
- 6.2 The scheduled date for completion of the A-Line ITS Improvements is July 31, 2010.
- 6.3 The scheduled time period for beginning RapidRide service is summer 2010.

Section 7. Ownership and Maintenance of Completed Improvements

- 7.1 The A-line ITS Improvements to existing City conduit, junction boxes, and traffic signal control equipment shall become the property of the City upon completion and final acceptance of the improvements. A separate agreement will establish the ownership and maintenance responsibilities for the 72-strand fiber optic cable and associated equipment.
- 7.2 The South 216th Fiber Improvements shall become the property of the City once physical completion is issued.

Section 8. Insurance and Indemnification

- 8.1 **Insurance Requirements.** If the County uses a contractor to perform work under this Agreement, after taking into account the scope of work and services that may be performed by its contractor(s), the County shall require that its contractor(s) maintain commercial general liability insurance, professional liability insurance if professional services are required, automobile liability insurance, statutory workers compensation, employers liability/stop gap and other insurance as required by the City's right-of-way use permit..
- 8.2 Any such contractor insurance specified in Subsection 8.1 shall insure the County, its contractor, and the City and its officers, officials, agents and employees against loss arising out of or in connection with activities performed in furtherance of this Agreement by the County's contractor. The contractor's general and automobile liability insurance and other liability insurance as required shall include the City and its officers, officials, agents and employees as additional insureds and shall contain standard "separation of insureds" language. The contractor's insurance shall be primary to and not contributing with any insurance or self insurance that may be carried by the City. The contractor's insurance shall name the City as an additional insured.
- 8.3 **Indemnification and Hold Harmless.** To the maximum extent permitted by law, each Party shall protect, defend, indemnify and save harmless the other Party, its officers, officials, employees and agents while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of damages, of whatsoever kind arising out of, or in connection with, or incident to the services associated with this Agreement caused by or resulting from each Party's own negligent acts or omissions. Each Party agrees that it is fully responsible for the acts and omissions of its own subcontractors and their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them. Each Party shall require similar indemnification language in all Agreements with subcontractors entered into in conjunction with this Agreement.

9. Effective Date and Term of Agreement

This Agreement shall take effect upon the latest date on which one of the Parties executes this Agreement, and shall continue unless terminated pursuant to the terms of this Agreement.

10. Termination for Material Breach

Either Party may terminate this Agreement in the event that the other Party materially breaches this Agreement. Written notice of such termination and a description of the breach must be given via certified mail by the Party terminating this Agreement to the other Party not less than 60 days prior to the effective date of termination. The breaching Party shall be given this 60 days in which to cure its material breach. If the breaching Party fails to cure within 60 days, the Agreement is immediately terminated. Upon termination, the Parties shall determine final costs and payments to be made by each Party.

11. Entire Agreement and Amendments

11.1 Entire Agreement. This document contains all terms, conditions and provisions agreed upon by the Parties hereto, and shall not be modified except by written amendment.

11.2 Amendments. Except as otherwise provided for in this Agreement, amendments may be made to this Agreement within the previously approved budget or other applicable authority for and on behalf of the City by its City Manager/Des Moines City Council, and for and on behalf of the County by its General Manager of the Transit Division and shall be in writing and executed by such duly authorized representative of each Party. No variation or alteration of the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the Parties hereto.

12. Notification and Identification of Contacts

12.1 Notice. Any notice or communication required or permitted to be given pursuant to this Agreement shall be in writing, and shall be sent postage prepaid by U.S. Mail, return receipt requested, to the contact persons and addresses identified in Subsection 12.2 of this Agreement unless otherwise indicated by the Parties in writing.

12.2 Contact Persons and Addresses. The contact persons for the administration of this Agreement are as follows:

City of Des Moines:

R. Brandon Carver
Associate Transportation Engineer
City of Des Moines
21650 11th Ave S
Des Moines, WA 98198-6393

King County, Metro Transit:

David Cantey, Transit Speed & Reliability
201 S Jackson St
KSC-TR-0411
Seattle, WA 98104-3856
(206) 684-6794

13. Dispute Resolution Process

The Parties, through their designated representatives identified in Subsection 12.2 of this Agreement, shall use their best efforts to resolve any disputes pertaining to this Agreement that

may arise between the Parties. If these designated representatives are unable to resolve a dispute, the responsible Project Directors of both Parties shall review the matter and attempt to resolve it. If they are unable to resolve the dispute, the matter shall be reviewed by the Parties' Department Directors or their designees. The Parties agree to exhaust each of these procedural steps before seeking to resolve disputes in a court of law or any other forum.

14. Records Retention and Audit

During the progress of the Work and for a period not less than three (3) years from the date of completion of the Work or for the retention period required by law, whichever is greater, records and accounts pertaining to the Work and accounting therefore are to be kept available by the Parties for inspection and audit by representatives of the Parties, and copies of all records, accounts, documents, or other data pertaining to the Work shall be furnished upon request. Records and accounts shall be maintained in accordance with applicable state law and regulations.

15. Compliance with Applicable Laws

The Parties agree to comply with all applicable federal, state, and local laws, rules, and regulations, including those pertaining to nondiscrimination, and agree to require the same of any subcontractors providing services or performing any of the Work using funds provided under this Agreement.

16. Legal Relations

- 16.1 No Partnership or Joint Venture.** No joint venture, agent-principal relationship or partnership is formed as result of this Agreement. No employees or agents of one Party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees or agents of the other Party.
- 16.2 No Third-Party Beneficiaries.** It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other person or entity.
- 16.3 Assignment.** Neither this Agreement, nor any interest herein, may be assigned by either Party without the prior written consent of the other Party.
- 16.4 Binding on Successors and Assigns.** This Agreement, and all of its terms, provisions, conditions, and covenants, together with any exhibits and attachments now or hereafter made a part hereof, shall be binding on the Parties and their respective successors and assigns.
- 16.5 Mutual Negotiation and Construction.** This Agreement and each of the terms and provisions hereof shall be deemed to have been explicitly negotiated between, and mutually drafted by both Parties.
- 16.6 Waiver of Default.** Waiver of any default shall not be deemed to be a waiver of any subsequent default; as such, failure to require full and timely performance of any provision at any time shall not waive or reduce the right to insist upon complete and timely performance of any other provision thereafter. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by duly authorized representatives of the Parties, and attached to the original Agreement.

City of Des Moines/King County ITS Improvements – December 1, 2009

- 16.7 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
- 16.8 **Jurisdiction and Venue.** The King County Superior Court, situated in Kent, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.
- 16.9 **Rights and Remedies.** The Parties' rights and remedies in this Agreement are in addition to any other rights and remedies provided by law.
- 16.10 **Severability.** If any provisions of this Agreement are held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives originally contemplated by the Parties.
- 16.11 **Entire Agreement.** This Agreement embodies the Parties' entire understanding and agreement on the issues covered by it, except as may be supplemented by subsequent written amendment to this Agreement, and supersedes any prior negotiations, representations or draft agreements on this matter, either written or oral.
- 16.12 **Survival.** Each of the provisions of this Section 16 shall survive any expiration or termination of Agreement.
17. **Execution of Agreement — Counterparts**

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated under their signatures.

KING COUNTY
DEPARTMENT OF TRANSPORTATION
METRO TRANSIT DIVISION


By: Kevin Desmond, General Manager

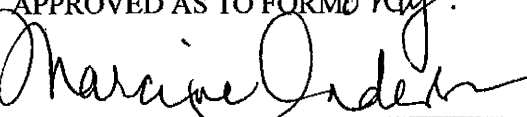
Dated: 2/23/10

CITY OF DES MOINES


By: Anthony Piasecki, City Manager

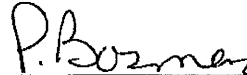
Dated: 12/11/09

APPROVED AS TO FORM *only*:


By: Senior Deputy Prosecuting Attorney

Dated: 2/17/2010

APPROVED AS TO FORM:


By: Pat Bosmans, City Attorney

Dated: 12/11/09

At the direction of the Des Moines
City Council taken at an open public
Meeting on 12/10/09

City of Des Moines/King County ITS Improvements – December 1, 2009

Attachment A
Summary of Improvements

A-LINE ITS IMPROVEMENTS		Cost of Improvements	Financial Plan	
			County	City
1.	Install fiber optic Ethernet switches in each of the controller cabinets	\$428,035	\$428,035	-0-
2.	Install new ITS cabinets at each signalized intersection along the RapidRide route.			
3.	Equip the following intersections for transit signal priority and install all required communication hardware: ▪ South 216th Street ▪ South 224th Street ▪ Kent Des Moines Road			
4.	Install antennas, wireless access points, fiber termination panels, and Ethernet switches at all signalized intersections			
5.	Install approximately 7,600 feet of fiber optic cable from South 216th Street to Kent Des Moines Road			
6.	Upgrade Type 1 junction boxes to Type 2 junction boxes to accommodate the fiber cable as indicated on the design drawings.			
7.	Install vaults for fiber splicing and cable storage.			
8.	Install approximately 30 feet of new conduit to connect two junction boxes on the southeast corner of South 216 th Street and .			
9.	Develop and install new traffic signal timing to support corridor signal coordination and transit signal priority.			
	Subtotal	\$428,035	\$428,035	-0-
South 216th FIBER IMPROVEMENTS				
1.	Install approximately 6,700 feet of fiber optic cable on South 216th Street between Pacific Highway South and the Des Moines Engineering Building. Install fiber termination panel in the City of Des Moines Engineering Building.	\$90,553	\$60,000	\$30,553
	Subtotal	\$90,553	\$60,000	\$30,553
Total		\$518,588	\$488,035	\$30,553

City of Des Moines/King County ITS Improvements – December 1, 2009

Attachment B
Cost Breakdown for Additional City Fiber Improvements
South 216th Street to City Engineering Building

Spec Item	Unit	Quantity	Unit Price	Sub Total
Mobilization (10%)		1	\$7,870.50	\$7,871
Conduit, PVC, 3 in, Sch 40	LF	350	\$15.00	\$5,250
Conduit, RGS, 2 in.	LF	80	\$25.00	\$2,000
Type 7 Junction Box	EA	2	\$1,700.00	\$3,400
Splice Vault, 25TA	EA	1	\$3,000.00	\$3,000
Fiber Optic Snowshoes, Aerial Fiber Storage	EA	3	\$270.00	\$810
Conduit Excavation and Restoration, Landscape	LF	300	\$30.00	\$9,000
Conduit Excavation and Backfill, Pavement	LF	25	\$90.00	\$2,250
Fiber Optic Cable, 48 Count	LF	7390	\$5.00	\$36,950
Pull Tape	LF	350	\$0.50	\$175
Patch Panel, 48 Port	EA	1	\$3,030.00	\$3,030
Fiber Optic Pigtails	EA	4	\$540.00	\$2,160
Fiber Optic Splice Enclosure	EA	1	\$580.00	\$580
Splice	EA	96	\$35.00	\$3,360
Fiber Optic Cable Testing	EA	48	\$45.00	\$2,160
Fiber Optic Patch Cords (contractor procured/ installed by City of Des Moines)	EA	24	\$45.00	\$1,080
Total Construction Bid Item				\$83,076
			Tax	9%
				\$7,477

Total Cost

\$90,553

Attachment C
**Principles for the Implementation and Ongoing Operation of Transit Signal Priority and
Signal Operations in Support of A-Line RapidRide**

1. The Parties recognize that it will be necessary for the City to update signal timings in response to changing traffic conditions.
2. The City agrees to comprehensively re-evaluate and update signal timings along the corridor at least once every three to five years. City evaluation will include an analysis of transit signal priority (TSP) settings and modifications. The County will fund the initial signal timings evaluation and installation of signal timing improvements in support of the A-Line RapidRide ITS Improvements. The County will also fund the comprehensive re-evaluation effort (once every three to five years). The City will fund the costs associated with implementation of update signal timing plans.
3. The City agrees to assign a Traffic Engineer who will have responsibility for the operation of all TSP intersections in the City. If the City contracts for its traffic engineering services, it will include this work in its contract. The city employee or the approved city representative will be the primary liaison between the City and King County for TSP-related issues. The Parties commit to work together to maintain and improve the operation of TSP where possible as an ongoing element of the City's traffic signal system.
4. The Parties agree to jointly prepare and issue an annual TSP evaluation report. King County will take the lead in preparing the annual report, and will give the City the opportunity to review and provide comment on the report before it is finalized.

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King County

Department of Transportation

Harold S. Taniguchi, *Director*

KSC-TR-0815

201 South Jackson Street

Seattle, WA 98104-3856

206.477-3809 TTY Relay: 711

www.kingcounty.gov/kcdot

May 1, 2014

Anthony Piasecki, City Manager
City of Des Moines
21630 11th Avenue South
Des Moines, WA

RE: City of Des Moines, South 216th Street, Segment 1-A Grant Application

Dear Mr. Piasecki:

The King County Department of Transportation is pleased to support the City of Des Moines grant application for the South 216th Street, Segment 1-A project between 24th Avenue South and SR 99.

This project will construct the final phase of Des Moines' Transportation Gateway project and will include wider sidewalks, pedestrian scaled lighting, improved bicycle lanes and other urban design features that support a pleasant transfer environment for all passengers.

The King County Department of Transportation supports this project for the benefits it will provide to the King County Metro Transit RapidRide A Line service between the Federal Way Transit Center and the Tukwila International Boulevard Station. The RapidRide A Line's weekday ridership has increased by approximately 42% since opening in 2010, and has 50 stations and stops including a station at South 216 Street. South 216th Street has become a transit/pedestrian and ADA connection between King County Metro's RapidRide A Line on Pacific Highway and Route 156 service on South 216th Street. The planned improvements will also provide a benefit to transit users who will work in the adjacent Des Moines Creek Business Park that will be developed by the Port of Seattle.

We hope that this important project continues toward implementation and look forward to improved transit reliability and effectiveness on this corridor.

Sincerely,



Harold S. Taniguchi, Director

King County Department of Transportation

- cc. Kevin Desmond, General Manager, Metro Transit Division, King County
Department of Transportation (KCDOT)
Sharon Slebodnick, Supervisor of Transit Route Facilities, Metro Transit Division,
KCDOT
Peter Heffernan, Government Relations Administrator, Office of Regional
Transportation Planning, KCDOT

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2015 - 2020 CAPITAL IMPROVEMENT PLAN

Transportation CIP Fund

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Transportation	PROJECT NO.	319,332
PROGRAM	Des Moines Transportation Gateway	Project Type:	Capacity
PROJECT	South 216th Street Improvement - Segment 1-A (SR99 to 24th)	Council Goals met:	1, 2, 3
		Council Objectives met:	
		Project Status	Adopted

LOCATION S. 216th St - SR99 to 24th Avenue South

DESCRIPTION: Widen roadway to 5 lanes with two additional travel lanes in each direction, a continuous left turn lane, a U-turn pocket (EN to WB) at SR99, bicycle lanes, planter strips and sidewalks.

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL*	Prior Years	FY 12 Act	FY 13 Act	FY 14 Amend	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
ADMIN (CITY STAFF)	\$ 230,537	\$ 44,703	\$ 3,148	\$ 2,686	\$ 37,314	\$ 30,000	\$ 40,000	\$ 55,000	\$ 55,000			
CIP PROJ MANAGEMENT	80,664	-	-	664	(664)		50,000	15,000	15,000			
DESIGN / ENGINEERING	848,472	625,848	8,150	19,474	79,643	75,000	120,000					
LAND	1,100,000				282,500	100,000	1,000,000					
ROW SERVICES	145,716		19,822	40,894	78,236	30,000	55,000					
IMPROVEMENTS	3,923,553				-				423,553			
INSPECTION	511,271				-				161,271			
CONTINGENCY	475,000				50,000				200,000			
Utility Undergrounding	104,400								104,400			
Highline Water District	39,500								39,500			
OTHER	-											
TOTAL	\$ 7,459,113	\$ 670,551	\$ 31,120	\$ 63,718	\$ 527,029	\$ 235,000	\$ 1,265,000	\$ 4,195,000	\$ 998,724			

FUNDING SOURCES	TOTAL*		FY 12 Act	FY 13 Act	FY 14 Amend	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
PWTF Loan (confirmed)	\$ 325,000	\$ 325,000	\$ -	-	\$ -	-	\$ -	\$ -	-			
Federal STP (confirmed) - ROW	1,000,000	-					1,000,000					
FMSIB (confirmed)	892,000	-						892,000				
TRAFFIC IMPACT FEES	705,000	-			50,000	50,000		275,000	380,000			
IN-LIEU FEES (unconfirmed)	-	-										
TIB (Unconfirmed)	2,800,000	-						2,400,000	400,000			
Highline Water District	39,500	-							39,500			
Utilities (Comcast/CenturyLink)	104,400	-							104,400			
2008 Bond Proceeds	-	-										
Transportation CIP Fund	1,593,213	345,551	31,120	63,718	477,029	185,000	265,000	628,000	74,824			
TOTAL	\$ 7,459,113	\$ 670,551	\$ 31,120	\$ 63,718	\$ 527,029	\$ 235,000	\$ 1,265,000	\$ 4,195,000	\$ 998,724			

*Excludes FY 14 Amd



2015 - 2020 CAPITAL IMPROVEMENT PLAN

Transportation CIP Fund

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY PROGRAM PROJECT	Transportation	PROJECT NO.	319.332
	Des Moines Transportation Gateway	Project Type:	Capacity
	South 216th Street Improvement - Segment 1-A (SR99 to 24th)	Council Goals met:	1, 2, 3
		Council Objectives met:	
LOCATION	S. 216th St - SR99 to 24th Avenue South	Project Status	Adopted

JUSTIFICATION:

The need for capacity increases, pedestrian, bicycle and transit facilities along South 216th Street is identified in the City's Comprehensive Transportation Plan and the Six Year Transportation Improvement Plan. South 216th Street has numerous retail and multi-family developments that generate pedestrian and bicycle traffic along the shoulder of the road. Pedestrians use this route to access bus stops, city buildings, and the Pacific Highway Corridor. Given the eventual development of the Des Moines Creek Business Park and other potential developments, additional capacity improvements will be needed to maintain concurrency and support development in the immediate area, planning and design for the South 216th Street corridor cannot be delayed. Design was funded by a PWTF loan. The City will need to secure "outside" funding sources for right of way and construction.

A 30% design report (Transportation Gateway Project) was completed in December 2009. The report includes design recommendations for Segment 1, I-5 to 24th Avenue S., described in the 2009 capital budget. Given the lack of foreseeable funding to replace and expand the I-5 overcrossing to 4 lanes, staging is recommended to transition the S. 216th St roadway, bicycle lanes and sidewalk back to the current 3 lane configuration east of SR99. Segment 1-B, I-5 to Pacific Highway S., will remain a capital improvement in the long range plan awaiting SR509 funding to replace and widen the I-5 bridge overpass.

SCOPE OF WORK:

An 85% design level estimate of probable right-of-way and construction costs are included herein for Segment 1A. The project includes the following improvements: installation of curbs, gutters and sidewalks on both sides of the street, bicycle lanes, transit stop improvements, planters, widening the road with asphalt pavement to four lanes with a center left turn lane and an EB to WB U-turn pocket at Pacific Highway S., improvements to the existing closed drainage system, pedestrian and street lighting, and undergrounding of overhead communication and electrical distribution wires. The scope includes engineering, environmental analysis, permit documents, and preparation of final plans, specifications and cost estimates by a consultant scheduled to be completed by March, 2011. A right of way plan will be adopted, however, right of way acquisition procedures and construction will not be initiated until outside sources of funding can be secured.

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Construction Agreement with PSE for
Utility Undergrounding on the South
216th Street Segment 1-A
Improvements (24th Avenue S to
Pacific Highway S)

AGENDA OF: June 25, 2015

DEPT. OF ORIGIN: Planning, Building & Public
Works

DATE SUBMITTED: June 15, 2015

ATTACHMENTS:

1. Puget Sound Energy Project Construction Agreement
2. RCW 35.99.060

CLEARANCES:

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

APPROVED BY CITY MANAGER
FOR SUBMITTAL: AA

Purpose and Recommendation:

The purpose of this item is for approval of the construction agreement (Attachment 1), with Puget Sound Energy (PSE) for the undergrounding of the electrical distribution system within the project limits of the South 216th Street, Segment 1-A Improvement project (24th Avenue S. to Pacific Highway S.) consistent with Council Direction provided on December 21, 2009. The following motion will appear on the consent calendar:

Suggested Motion

"I move to approve the Schedule 74 Project Construction Agreement with Puget Sound Energy for Underground Conversion on the South 216th Street, Segment 1-A improvements (24th Avenue S. to Pacific Highway S.) and further authorize the City Manager to sign the Agreement, substantially in the form as submitted."

Background

The S. 216th Street Segment 1-A project is adopted as part of the 2015-2020 Capital Improvement Plan for the City of Des Moines. It is the last of three arterial segments prioritized for construction and collectively referred to as the Transportation Gateway Project. Project design has been completed, right of way is being acquired, permits have been approved, and construction funding is secured via

agreements with the Washington State Transportation Improvement Board (TIB) and the Washington State Freight Mobility Strategic Investment Board (FMSIB). The City plans to advertise the project for construction bids in the late fall of 2015.

Staff conducted a utility coordination effort as part of the improvement project. All utilities within the project limits have been involved in the process. Overhead utilities, including PSE, Comcast, and Century Link, are being undergrounded.

The Des Moines Municipal Code contains the following section regarding undergrounding:

12.48.110 Improvement of streets, utility undergrounding.

The city council, when ordering the improvement of a street, whether financed by a local improvement district or city funds, shall determine whether the relocation of electrical and communication systems underground is required, and if so, the manner of payment therefore. [Ord. 1012 § 11, 1993.]

The undergrounding and funding of the Transportation Gateway Project Improvements has been discussed several times during Capital Improvement Program (CIP) budget discussions at Council since 2009. At the October 22, 2009 Council meeting, staff provided a briefing to the Council on the preliminary design and design report, which included undergrounding of overhead utilities for the Gateway Project. At the November 12, 2009 Council meeting, the Council approved a supplement to the consultant agreement for Final Design, which included provisions for utility undergrounding. Supplement #12 of this engineering agreement was approved by the Council on September 11, 2014 directing the consultant to adjust the S. 216th Street Segment 1-A project limits, coordinate with utilities and prepare final bid documents.

At the December 21, 2009 Council meeting, the Council confirmed its policy direction regarding the undergrounding component of the project. The Council also directed staff to make the necessary arrangements to have all of the existing overhead utilities undergrounded, and authorized Puget Sound Energy (PSE) to proceed with the design of undergrounding the distribution system in accordance with the Schedule 74 Underground Conversion Project Design Agreement.

The PSE undergrounding design has been completed and has been incorporated into the City's project plans and specifications.

Discussion

During the design phase of the project, the City met with utility purveyors to inform them of the City's plans, and to request their input and participation on the project. PSE has agreed to participate in the joint utility trench to be shared with the City, Century Link, and Puget Sound Energy. The use of a joint utility trench reduces the costs for all of the parties. The undergrounding of Comcast facilities have been incorporated into the City's project plans and specifications.

Under this Agreement (Attachment 1), the City's contractor will install PSE provided vaults and conduit within the joint utility trench area. PSE will be responsible for installing any of their conduits and vaults located outside of the joint utility trench area, and for providing and installing their own wiring within the system, and making all wiring connections. The agreement requires PSE to abide by the City's construction schedule.

The agreement has provisions for PSE's timely delivery of materials to the project, as well as their timely wiring and connection of the new system, and removal of the existing aerial system. The agreement requires PSE to meet the City's schedule for completing the work. It also requires PSE to pay for any delays they cause should they fail to deliver material on schedule, or delay the contractor in anyway. It also requires PSE to pay for any changes they request or changes that are required as a result of errors in PSE design.

PSE has agreed to participate in their costs for the utility undergrounding improvements along South 216th Street, for an estimated amount of \$257,100 of the \$488,700 conversion cost. The final amount will depend on the actual quantities installed and the contract unit bid prices. Cost sharing estimates are included in Attachment 1, Exhibit A, Project Plan illustrating those costs that are shared by PSE under rate schedule 74. The general purpose of these funds is to pay for PSE's fair share of the cost of the conduit and vault installation.

During the design phase of the project, the City met with utility purveyors to inform them of the City's plans, and to request their input and participation on the project. PSE has agreed to participate in the joint utility trench to be shared with the City, Century Link, and Comcast. The use of a joint utility trench reduces the costs for all the parties. The undergrounding of PSE's facilities has been incorporated into the City's project plans and specifications. PSE owns several High Voltage transmission lines and poles throughout the project limits and has developed plans to relocate these facilities pursuant to RCW 35.99.060 (Attachment 2) at their cost.

The S. 216th Street Segment 1-A Improvement was included in this year's CIP with a planned construction phase in the first quarter of 2016. Accordingly, staff plans to advertise the project for construction bids in the fall of 2015.

Project Status

The Table below summarizes actions relevant to the project as well as those that are scheduled to come before the Council on consent. The action before the Council with this agenda item is italicized.

Agreement or Contract

Agency / Utility	Council Authorization/Obligations
PSE Design Agreement	December 21, 2009; Revised 9/23/14
FMSIB & TIB Funding Obligation	July 28, 2014 & Nov. 24, 2014
<i>PSE Construction Agreement</i>	<i>Pending for June 25, 2015</i>
Century Link Construction Agreement	Pending for June 25, 2015
Comcast Construction Agreement	Pending for June 25, 2015
King County ITS-Rapidride A Line Agreement, Amendment #1	Pending for June 25, 2015

Alternatives

There are no available alternatives that would not significantly impact the project schedule and budget. If the Council were to decide to reverse its previous direction, and not require the utilities to be undergrounded, additional right-of-way will need to be acquired by the City in order to accommodate

the aerial relocation as there is currently insufficient right-of-way to accommodate this together with the proposed improvements.

Financial Impact

The costs associated with the undergrounding of utilities have been included within the project CIP budget.

Recommendation or Conclusion

Staff recommends that Council approve the Construction Agreement.

Concurrence

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

SCHEDULE 74 UNDERGROUND CONVERSION

Project Construction Agreement

Project Name: City of Des Moines – Transportation Gateway Project (S. 216th St, Seg. 1A)
 Project Number: 101061085

THIS Agreement, dated as of this ____ day of _____, 20__, is made by and between the CITY OF Des Moines, a Municipal Corporation (the "Government Entity"), and PUGET SOUND ENERGY, Inc., a Washington Corporation (the "Company").

RECITALS

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

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

C. The Government Entity and the Company have previously entered into a Project Design Agreement dated as of November 30, 2009 (the "Design Agreement"), pursuant to which the parties completed certain engineering design, cost assessment, operating rights planning and other preliminary work relating to the Conversion Project and, in connection with that effort, developed the Project Plan.

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

AGREEMENT

The Government Entity and the Company therefore agree as follows:

1. Definitions.

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

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

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

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

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

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

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

2. Obligations of the Company.

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

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

3. Obligations of the Government Entity.

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

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

4. Work Schedule.

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

5. Location of Facilities.

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

6. Changes.

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

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

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

7. Compensation and Payment.

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

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

- (c) Within sixty (60) business days of completion of the Conversion Project, the Government Entity shall provide the Company with an itemization of the Shared Government Costs (the "Government Itemization"), together with such documentation and information as the Company may reasonably request to verify the Government Itemization. The Government Itemization shall, at a minimum, break down the Shared Government Costs by the following categories, as applicable: (i) property and related costs incurred and/or paid by the Government Entity, including any costs of obtaining Operating Rights, and (ii) construction costs incurred and/or paid by the Government Entity, including and listing separately inspection, labor, materials and equipment, overhead and all costs charged by any agent, contractor or subcontractor of the Government Entity.
 - (d) Within thirty (30) business days after the Company's receipt of the Government Itemization and requested documentation and information, the Company shall provide the Government Entity a written statement (the "Company Statement") showing (i) an itemization of the Shared Company Costs, (ii) the Parties' relative share of the Total Shared Costs based on the Company's itemization of the Shared Company Costs and the Government Entity's itemization of the Shared Government Costs set forth in the Government Itemization, (iii) any Reimbursable Private Conversion Costs, (iv) any Reimbursable Upgrade Costs, (v) any Reimbursable Temporary Service Costs, (vi) any credits to the Government Entity for payments previously made to the Company by the Government Entity under the Design Agreement which, under the terms of the Design Agreement, are to be credited to the Government Entity under this Agreement, and (vii) the Net Amount, as determined in accordance with Section 7(b), above, together with such documentation and information as the Government Entity may reasonably request to verify the Company Statement. The Itemization of the Shared Company Costs included in the Company Statement shall, at a minimum, break down the Shared Company Costs by the following categories, as applicable: (i) design and engineering costs, and (ii) construction costs, including and listing separately inspection, labor, materials and equipment, overhead and all costs charged by any agent, contractor or subcontractor of the Company.
 - (e) Within thirty (30) business days after the Government Entity's receipt of the Company Statement and requested documentation and information, the Net Amount shall be paid by the owing Party to the other Party, as specified in the Company Statement.
8. Indemnification.
- (a) The Government Entity releases and shall defend, indemnify and hold the Company harmless from all claims, losses, harm, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) caused by or arising out of any negligent act or omission or willful misconduct of the Government Entity in its performance under this Agreement. During the performance of such activities the Government Entity's employees or contractors shall at all times remain employees or contractors, respectively, of the Government Entity.
 - (b) The Company releases and shall defend, indemnify and hold the Government Entity harmless from all claims, losses, harm, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) caused by or arising out of any negligent act or omission or willful misconduct of the Company in its performance under this Agreement. During the performance of such activities the Company's employees or contractors shall at all times remain employees or contractors, respectively, of the Company.
 - (c) Solely for purposes of enforcing the indemnification obligations of a Party under this Section 8, each Party expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, and agrees that the obligation to indemnify, defend and hold harmless provided for in this Section 8 extends to any such claim brought against the indemnified Party by or on behalf of any employee of the indemnifying Party. The foregoing waiver shall not in any way preclude the indemnifying Party from raising such immunity as a defense against any claim brought against the indemnifying Party by any of its employees.

9. Conversion of Service to Customers within Conversion Area.

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

10. Dispute Resolution.

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

11. Uncontrollable Forces.

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

12. Insurance.

- (a) PSE shall, and shall require each of its contractors to, secure and maintain in force throughout the duration of the Conversion Project (or, if sooner, until termination of this Agreement) comprehensive general liability insurances, with a minimum coverage of \$1,000,000 per occurrence and \$1,000,000 aggregate for personal injury; and \$1,000,000 per occurrence/aggregate for property damages, and professional liability insurance in the amount of \$1,000,000.
- (b) The Government Entity shall ensure that each of its contractors performing any Government Work secures and maintains in force throughout the duration of the Conversion Project (or, if sooner, until termination of this Agreement) insurance policies having the same coverage, amounts and limits as specified Section 12(a), above.
- (c) In lieu of the insurance requirements set forth in Section 12(a), above, the Company may self-insure against such risks in such amounts as are consistent with good utility practice. Upon the Government Entity's request, the Company shall provide the Government Entity with reasonable written evidence that the Company is maintaining such self-insurance.

13. Other.

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

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

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

If to the Government Entity:

City of Des Moines
21650 11th Ave South
Des Moines, WA 98198-6317
Attn: Len Madsen
Fax: 206-870-6596

If to the Company:

Puget Sound Energy, Inc.
6905 South 228th Street
Kent, WA 98032
Attn: Doug Corbin
Fax: 253-395-6882

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

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

Government Entity:

Company:

CITY OF DES MOINES

PUGET SOUND ENERGY, INC.

BY _____

BY _____

ITS _____

ITS Municipal Liaison Manager

Date Signed _____

Date Signed _____

Approved as to form:



Exhibit “A” Project Plan Schedule 74 Underground Conversion

City of Des Moines Transportation Gateway Project (*South 216th Street – Seg. 1A*) PSE Project Number: 101061085 (May 4, 2015)

Pursuant to Puget Sound Energy (“PSE”) Rate Schedule 74 and as described in this Project Plan, PSE will convert its existing overhead electrical distribution system of 15,000 volts or less to an equivalent Underground Distribution System. This Project Plan describes work to be performed by PSE and the City of Des Moines (the “City”) for the conversion of certain PSE electrical distribution system facilities as described herein (the “Conversion Project”). Construction of this Conversion Project is contingent upon and shall not commence prior to both written acceptance of this Project Plan and written execution of a Schedule 74 Construction Agreement by the City and PSE.

This Project Plan includes and consists of:

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

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

Scope of Work

This Conversion Project will replace PSE’s existing overhead electrical distribution system with an Underground Distribution System within the following area (the “Conversion Area”): South 216th Street generally located between 24th Avenue South and Pacific Highway South (aka SR99 S & International Blvd). The Conversion Project is approximately 1,000 feet in length, including laterals and road crossings.

The Conversion Project includes modification or replacement of all existing services lines within the Conversion Area to connect to the Underground Distribution System and removal of PSE’s existing overhead electric distribution facilities (including PSE distribution poles and pole mounted street lights) from the Conversion Area and coordination for temporary street lighting.

PSE initiated upgrades included in this project consist of: None anticipated.

City requested upgrades included in this project consist of: The Primary and secondary cut-over of PSE commercial customers outside of normal core working hours. The anticipate outages will take place on two separate outages.

Outage one will be at 21445 South 216th street (Belanich, Roger M & Susan P @ 0922049054 (V02) Outage two will be at 21449 International Blvd. (Bun Hwa Inc @ 0922049232 (V07)

The following portions of PSE's existing facilities to be converted are located outside of Public Thoroughfare and required to be 100% City cost for relocation: V03 located on an existing easement and is at approximate station 42+43 LT 32 grid number 315275-163711. V06 located on an existing easement and is at approximate station 44+73 LT 42 grid number 315273-163736

The following portions of PSE's existing facilities to be relocated are located within Public thoroughfare and are subject to franchise relocation. The cost for this relocation will be 100% PSE cost: J08 located at approximate station 43+49 RT 41 grid number 315262-163730. J09 located at approximate station 43+80 RT 42 grid number 315273-163736 In conjunction with this Conversion Project, PSE will remove its existing street lighting system from the Conversion Area, in coordination with the City of Des Moines, and is anticipated when the City's street lighting system is complete and operational. Provision of a replacement street lighting system within the Conversion Area is not included in this Project Plan. Replacement street lighting service can be provided by separate arrangement in accordance with applicable PSE Tariff Schedules.

Responsibilities of Parties

City Responsibilities

- a) Provide written notice to customers within the Conversion Area in advance of Conversion Project Construction Work start. The notice will include contact information for both the City and PSE, the expected Conversion Project schedule, anticipation of service interruptions and work required to be performed by customers.
- b) Coordinate other utility conversion, removal and relocation from PSE's poles.
- c) Provide all surveying for equipment placement, locations, and establish all grade elevations for the Underground Distribution System within the Conversion Area.
- d) Provide all necessary excavation, bedding, backfill, off-site disposal, site restoration and coordination for installation of the Underground Distribution System. This includes trenching, backfill, and restoration for cut-over and transfer of existing underground system and service lines from the existing overhead distribution system to the new Underground Distribution System.
- e) Coordinate private property trenching, excavation and restoration activity with private property owners affected by this Conversion Project.
- f) Provide flagging and traffic control as required for all work performed by the City.
- g) Install and proof all ducts and vaults for the Underground Distribution System (excluding work in ducts or vaults containing energized cables or equipment – see PSE Responsibilities)

in accordance with PSE standards and specifications using ducts and vaults provided by PSE. "Proofing" as used herein is defined as verification using a mandrel that the duct and vault system is free and clear of damage, installed to the proper grade and at the proper location and contains a pulling line.

- h) Provide PSE at least ten (10) business days notice prior to the start of trenching activity to allow for delivery of PSE materials to the job site and scheduling of PSE's on-site Inspector. Provide at least two (3) business days notice for scheduled delivery of vaults from the manufacturer.
- i) Provide secure staging and storage area(s) for duct and vault materials provided by PSE. The City shall be responsible for the security and condition of these materials until they are installed and accepted by PSE or returned to PSE's custody.
- j) Provide labor and equipment for the off-loading of PSE duct and vault materials delivered to the job site.
- k) Promptly following notice from PSE that the Underground Distribution System has been energized, provide notice to customers within the Conversion Area informing them of their obligation and responsibility to convert their overhead service lines to underground service lines as provided by state law or to modify existing underground service lines for connection to the Underground Distribution System. Affected service lines are listed in the Service Lines section of this Project Plan.
- l) Facilitate weekly (or as otherwise agreed by the City and PSE) construction coordination meetings to include all relevant parties participating in the conversion including PSE and it's contractor(s), the City and it's contractor(s), and other utilities.
- m) Provide any necessary operating rights for the installation of PSE's facilities in accordance with PSE's Schedule 74 Section 3 and as mutually agreed by the PSE and the City. Operating rights are further addressed in the Operating Rights section of this Project Plan.
- n) Modify, reroute or replace service lines to City owned facilities to connect to the Underground Distribution System.
- o) Following notification from PSE that Construction Work is complete; provide to PSE any Shared Government Costs as provided for in the Construction Agreement.

Puget Sound Energy Responsibilities

Provide all duct and vault materials, cables, electrical equipment and components necessary for installation of the Underground Distribution System including certification of materials of origin for products with steel that must meet the Buy America provisions administered by the Federal Highways Administration (FHWA). Any additional cost related to meeting this requirement will be covered by change order at 100% City cost.

- a) Following notice from the City, deliver or cause to be delivered all duct and vault materials to the designated staging/storage area(s). Acknowledge delivered quantities and condition of duct and vault materials by signing shipping manifests.
- b) Following notice from the City, provide inspection services needed for overseeing the proper installation of ducts and vaults by the City.

- c) Accept delivery of the completed duct and vault system once the new system has been proofed (as described above) by the City. PSE will provide a mandrel to the City to be used in proofing of the duct and vault system.
- d) Provide PSE electrical workers to complete duct installation and proofing when such work is performed at or in any energized vault containing energized cables or equipment.
- e) Install (except for ducts and vaults installed by the City) and energize the Underground Distribution System. Provide written notice to the City when the Underground Distribution System is energized.
- f) Perform cut-over and transfer of existing Underground Distribution System and existing underground service lines from the overhead distribution system to the new Underground Distribution System where applicable (see City Responsibility item "d" concerning trenching responsibility). PSE will notify the City for excavation and the affected customers at least two (2) business days prior to installation, transfer, and connection of underground service lines. Affected service lines are listed in the Service Lines section of this Project Plan.
- g) Install and connect replacement underground service lines to single family residences and connect modified and replacement non-residential underground service lines provided by customers within the Conversion Area pursuant to PSE Tariff Schedule 85. Affected service lines are listed in the Service Lines section of this Project Plan.
- h) Remove the existing overhead electric distribution system including, conductors, equipment, down guys, anchors and poles after all service lines to customers within the Conversion Area are connected to the Underground Distribution System and all other utilities have been removed from PSE's poles. Holes left following removal of poles will be filled with crushed rock and compacted in accordance with applicable City standards or specifications.
- i) Provide flagging and traffic control as required for all work performed by PSE (except as may otherwise be reasonably provided by the City during installation of ducts and vaults in conjunction with City performed trenching, excavation, back-fill and restoration).
- j) Attend weekly (or as otherwise agreed by the City and PSE) construction coordination meetings facilitated by the City and its contractor during periods of Conversion Project construction.
- k) Agrees to conform to FHWA guidelines regarding Buy America.

Operating Rights

The Underground Distribution System will be located within Public Thoroughfare except as described in the Operating Rights Attachment. The Construction Work will not be released by PSE for construction until i) all operating rights necessary for the installation of PSE's facilities have been obtained and have been verified by PSE, or ii) the City otherwise signs an agreement releasing PSE from any and all financial obligations associated with the location or relocation of PSE facilities resulting from commencement of construction prior to acquisition of all identified necessary operating rights.

Construction Work Schedule

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

Installation of ducts and vaults: Late Winter/spring 2016 through Summer/Fall 2016.

Installation and energization of the Underground Distribution System: Summer/Fall 2016.

Removal of overhead facilities: Begin ten (10) days after all services have been converted and the removal of other utilities from PSE poles. The removal of the existing street lighting system shall be coordinated with The City of Des Moines.

Installation and removal of Temporary Service: None required.

Work Schedule Restrictions: Subject to permit requirements.

Construction Cost Estimate

The estimated costs to perform the Construction Work and the allocation of costs between the parties are presented in the attached Construction Costs Estimate Summary. These estimated costs are valid for **construction start within ninety (90) days from the date shown on the attached Construction Costs Estimate Summary. Since the anticipated construction is in 2016, a revised cost estimate will be provided approximately ninety (90) days prior to the start of construction.** The previously executed Design Agreement has been fulfilled with the submission of the attached Construction Plans and Construction Agreement. The construction costs provided include costs associated with construction starting with a pre-construction meeting called by the City and attended by the City's contractor. Time spent on this project at the request of the City between the date of this Project Plan and the pre-construction meeting will be compensated by Change Order. Estimated Inspection and Service Provider Outside Services costs are based on **2015 contract rates**. Costs for work performed by PSE after January 31, **2016** shall be subject to revision to reflect contract rates which become effective after this date. Further, in the event performance of the Construction Work does not proceed substantially as provided in this Project Plan, PSE's estimated construction costs shall be subject to revision.

Changes in Construction Work scope, performance and/or schedule can result in actual Construction Costs which significantly differ from estimated costs shown in the Construction Cost Estimate Summary. Such changes shall promptly be brought to the attention of PSE and the City when anticipated or known to occur and shall be documented in a Change Order mutually agreed by the City and PSE.

Project Assumptions

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

Cost Assumptions

1. The Construction Work will be performed in accordance with the Construction Drawings and Construction Work Schedule.
2. PSE's Project Manager will accept or reject (with written justification) the duct and vault installation work performed by the City within five (5) business days notice of completion from the City. In the event PSE rejects any of the ducts or vaults (with reasonable written justification); the City will perform the necessary remedial work. The City will then re-notify PSE and PSE shall have five (5) business days to accept or reject the remedial work.
3. All PSE cables can be pulled through the ducts and vaults system to be used for the Conversion Project utilizing normal cable pulling equipment and methods.
4. A City Street Use permit is the only permit necessary for PSE to perform its work for this Conversion Project and will be issued within two (2) weeks of PSE submitting a complete permit application (including any supporting documentation reasonably required by the City). There will be no charge for the permit or inspection fees.
5. The estimated daily productivity rate for PSE duct and vault installation is based on the City's contractor opening a minimum of 60 feet of trench per working day. The daily productivity rate is used to estimate the number of days a PSE Inspector will be required during installation of ducts & vaults. The Inspector will be scheduled in full day increments and in one continuous effort. Changes to a continuous schedule require a minimum of (3) three days advance notice and must be mutually agreed between the City and PSE.
6. Included in the project pricing is attendance by the PSE Project Manager at scheduled weekly construction meetings while the duct and vaults are actively being installed and when the PSE line crew is on site. Additional meetings that may be required while PSE facilities are not being installed will be compensated on a Change Order basis.
7. Traffic control provided by PSE assumes the use of two flaggers, basic signage and simple channelization. Additional traffic control measures are not included.
8. Work to be performed by PSE does not include installation and/or removal of Temporary Service facilities at the request of others during construction.
9. All cut-over and transfer work will be completed during regular working hours. Exception is the businesses at 21445 south 216th Street and 21449 International Blvd. as noted in the scope of work. Where underground service connections currently exist and PSE coordination is required to avoid business disruptions.
10. If new guy anchors are required they shall be installed prior to installation of new ducts in the same area.
11. When Fluidized Thermal Backfill (FTB) is used, associated cost will be allocated 100% to PSE when required for a Company Initiated Upgrade and otherwise 100% to the City.
12. Installation of protective bollards may be necessary at some locations and may not be included in the project design. In the event unplanned bollards are required they shall be installed in accordance with City requirements.

Schedule

1. There will be a total of two (2) PSE crew mobilizations as follows: i) one mobilization of an underground line crew for installation of underground conductors and equipment; and ii) one mobilization of an overhead line crew for removal of the existing overhead facilities. Once mobilized PSE crews will have continuous productive work until all PSE Construction Work is complete.
2. All PSE Construction Work will be performed during regular working hours from 8:00 am to 5:00 pm excluding holidays, except as noted in #13 below. In the event that lane closures are necessary for performance of work, PSE shall be limited to working between the hours of (same as regular working hours). PSE and the City will mutually agree to weekly work schedules for the Construction Work. PSE shall be allowed to perform PSE work as scheduled without changes or interruptions caused by other construction activities.
13. Work requiring scheduled interruption of electric service (cut-overs and transfers) will be performed during the working hours specified in Schedule Assumption #2 above, and will be scheduled with at least two (2) business days notice. Exception are two commercial businesses noted in the Scope of work section of this document. These cut-overs and transfers will be coordinated to avoid business disruptions, and may take place outside the regular business hours listed above. PSE will notify customers of scheduled service interruptions.

Additional Considerations

Service Lines

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

The individual Addresses to be converted are:
Yosh Ono 2444 S 216TH ST

Cut-overs and Transfers

PSE customers within the Conversion Area will experience interruption of electric service during performance of the Construction Work when transferring system and customer loads from the overhead distribution system to the Underground Distribution System. PSE will notify customers at least two (2) business days in advance of expected service interruptions. Customers other than those, may request that cut-over and transfer work affecting their service be performed outside the regular working hours listed above subject to the customer's written agreement to reimburse PSE for the additional cost (at overtime rates) to perform such work outside the regular working hours, excluding the two planned outages noted in the scope of work.

New Service

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

PSE Design & Construction Standards

This Conversion Project has been designed and will be constructed in accordance with PSE design and construction standards in effect as of the date of this Project Plan. PSE standards applicable to Construction Work to be performed by the City have been provided to the City in PSE's "Electric Distribution Trench/Duct/Vault Construction Standards, 2011". All relevant PSE standard described above are attached to this Project Plan by this reference.

Temporary Support (Holding) of PSE Poles

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

Acceptance of Project Plan

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

For the City:

For PSE:

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Date: 4/29/2015

Project Title: Des Moines Conversion 216th from 24th Ave to 28th Ave

Project Description: Convert the existing overhead distribution system along 216th from 24th Ave to 28th Ave

Rate Schedule: 74

Project Manager / Phone #: Dennis Booth 253-606-4787

Project Engineer / Phone #: Dennis Booth 253-606-4787

Municipal Liaison Mgr / Phone #: Doug Corbin 253-395-6867

Project #: 101061085

Revision #: 1

Revision Date: 6/10/2015

Construction Costs Estimate Summary ^{1,2,5}

Company	Shared Costs ³ Estimate	100% Government Entity Reimbursable Costs						Construction Costs Totals ^{4,5} Estimate
		Private Conversion Estimate	Gov Req Upgrade Estimate	Temporary Services Estimate	Prior Conv/Reloc Within 5 Years Estimate	Total 100% GE Reimbursable Costs Estimate	100% PSE Costs Estimate	
Labor	\$ 1,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,300
Materials	\$ 74,600	\$ 20,100	\$ -	\$ -	\$ -	\$ 20,100	\$ 17,000	\$ 111,700
Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Inspection	\$ 26,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,000
Service Provider Outside Services	\$ 140,200	\$ 10,200	\$ -	\$ -	\$ -	\$ 10,200	\$ 17,600	\$ 168,000
Operating Rights	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Overhead	\$ 37,600	\$ 4,900	\$ -	\$ -	\$ -	\$ 4,900	\$ 5,500	\$ 48,000
Government Entity⁵								
Labor	\$ 82,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,700	\$ 113,100
Operating Rights	\$ 20,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,600
Construction Costs Totals^{4,5}	\$ 382,700	\$ 35,200	\$ -	\$ -	\$ -	\$ 35,200	\$ 70,800	\$ 488,700

Projected allocation of Estimated Construction Costs at Completion of Construction Work

Company	\$ 229,600	\$ 70,800	\$ 300,400
Government Entity	\$ 153,100	\$ 35,200	\$ 188,300

Notes:

¹ Estimate prepared in accordance with Sections 6 & 11 of Schedule 74 Design Agreement and Section 7 of Schedule 74 Construction Agreement

² All amounts shown in this estimate are rounded up to the next \$100

³ Shared Costs are allocated 40% to the Government Entity and 60% to the Company if the Conversion Project is completed

⁴ Total Costs excludes Government Entity costs of trenching, restoration, and surveying

⁵ This estimate presentation may not include eligible estimated Government Entity costs and may be incomplete



Des Moines Transportation Gateway Project

S 216th Street Segment 1A

Engineers estimate of probable cost/
PSE Undergrounding
May 2015



No.	Secl.	Item	Qty	Unit	Unit Cost	Total	Percentage applicable to JUT	PSE Percentage of JUT	PSE Responsibility Percentage	PSE Cost
SCHEDULE A - ROADWAY IMPROVEMENTS										
1-04		Contractor's Trailer and Site	1	LS	\$ 40,000.00	\$ 40,000.00	8.1%	27.2%	2.2%	\$ 881.28
1-05		Roadway Surveying	1	LS	\$ 45,000.00	\$ 45,000.00	8.1%	27.2%	2.2%	\$ 991.44
1-07		Spill Prevention Control, and Countermeasures Plan	1	LS	\$ 1,000.00	\$ 1,000.00	8.1%	27.2%	2.2%	\$ 22.03
1-07		Pedestrian Control and Protection	1	LS	\$ 20,000.00	\$ 20,000.00	8.1%	27.2%	2.2%	\$ 440.64
1-08		Type B Progress Schedule (Minimum Bid \$5,000)	1	LS	\$ 5,000.00	\$ 5,000.00	8.1%	27.2%	2.2%	\$ 110.16
1-09		Mobilization	1	LS	\$ 325,000.00	\$ 325,000.00	8.1%	27.2%	2.2%	\$ 7,110.20
1-10		Project Temporary Traffic Control	1	LS	\$ 350,000.00	\$ 350,000.00	8.1%	27.2%	2.2%	\$ 7,711.20
8-01		Temporary Water Pollution / Erosion Control	1	LS	\$ 50,000.00	\$ 50,000.00	8.1%	27.2%	2.2%	\$ 1,101.60
Sch 74 Estimate of Schedule A Proportional Share:										\$ 18,418.75
Shared Trench Costs for Relocation										
8-31		HMA For Trench Patching Class 1/2" PG 64-22, for Aerial Utility Conversion	50	TON	\$ 150.00	\$ 7,500.00	26.8%	27.2%	7.3%	\$ 545.99
8-31		Franchise Utility Excavation, Inc. Haul	1,700	CY	\$ 25.00	\$ 42,500.00	26.8%	27.2%	7.3%	\$ 3,093.92
8-31		Franchise Utility Trench Bedding, Sand	450	CY	\$ 30.00	\$ 13,500.00	26.8%	27.2%	7.3%	\$ 982.78
8-31		Franchise Utility Trench Bedding, Fluidized Thermal Backfill	0	CY	\$ 140.00	\$ -	26.8%	27.2%	7.3%	\$ -
8-31		Franchise Utility Trench & Structure Backfill, Crushed Surfacing Top Course	1,200	TON	\$ 25.00	\$ 30,000.00	26.8%	27.2%	7.3%	\$ 2,183.94
8-31		Shoring or Extra Excavation, Class B, For Aerial Utility Conversion	1	LS	\$ 5,000.00	\$ 5,000.00	26.8%	27.2%	7.3%	\$ 363.99
Relocation Est of Schedule A Proportional Share:										\$ 7,170.62
SCHEDULE B - PSE UNDERGROUNDING										
						Total Project				
1	1-04	Minor Change	1	EST	\$ 15,000.00	\$ 15,000.00				
2	8-26	Install Franchise Utility Conduit, 2-inch DB 120	403	LF	\$ 2.50	\$ 1,007.50	40	\$ 15,000.00	0	\$ -
3	8-26	Install Franchise Utility Conduit, 3-inch DB 120	389	LF	\$ 3.50	\$ 1,361.50	240	\$ 840.00	363	\$ 907.50
4	8-26	Install Franchise Utility Conduit, 4-inch DB 120	3,806	LF	\$ 4.50	\$ 17,127.00	3,000	\$ 13,500.00	149	\$ 521.50
5	8-26	Install Franchise Utility Conduit, 6-inch DB 120	1,477	LF	\$ 5.50	\$ 8,123.50	1,440	\$ 7,920.00	806	\$ 3,627.00
6	8-26	Install Franchise Utility Structure - Junction Box 4'x7'x5'8"	5	EA	\$ 2,500.00	\$ 12,500.00	2	\$ 5,000.00	37	\$ 203.50
7	8-26	Install Franchise Utility Structure - Transformer 4'8"x4'8"x3'6"	2	EA	\$ 1,500.00	\$ 3,000.00	0	\$ -	3	\$ 7,500.00
8	8-26	Install Franchise Utility Structure - Transformer 4'2"x4'8"x3'6"	2	EA	\$ 1,000.00	\$ 2,000.00	1	\$ 1,000.00	2	\$ 3,000.00
9	8-26	Install Franchise Utility Structure - Handhole 2'6"x2'5"x2'	2	EA	\$ 750.00	\$ 1,500.00	2	\$ 1,500.00	1	\$ 1,000.00
10	8-26	Install Franchise Utility Structure - Handhole 2'6"x2'8"x3'9"	1	EA	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00	0	\$ -
						Subtotal	\$ 45,860.00	\$ 26.8%	\$ 16,759.50	
						Sales Tax (9.5%)	\$ 4,357.00		\$ 1,593.00	
						Estimate of Schedule A Proportional Share	\$ 18,418.75		\$ 7,170.62	
						Construction Administration (15%)	\$ 10,295.36		\$ 3,828.47	
						City Administration (5%)	\$ 3,431.79		\$ 1,276.16	
						Subtotal	\$ 82,363		\$ 30,628	
TOTAL ESTIMATED PSE PROPORTIONAL SHARE - LABOR:										\$ 30,628
TOTAL ESTIMATED PSE PROPORTIONAL SHARE - OPERATING RIGHTS:										\$ -

RCW 35.99.060**Relocation of facilities — Notice — Reimbursement.**

(1) Cities and towns may require service providers to relocate authorized facilities within the right-of-way when reasonably necessary for construction, alteration, repair, or improvement of the right-of-way for purposes of public welfare, health, or safety.

(2) Cities shall notify service providers as soon as practicable of the need for relocation and shall specify the date by which relocation shall be completed. In calculating the date that relocation must be completed, cities shall consult with affected service providers and consider the extent of facilities to be relocated, the services requirements, and the construction sequence for the relocation, within the city's overall project construction sequence and constraints, to safely complete the relocation. Service providers shall complete the relocation by the date specified, unless the city, or a reviewing court, establishes a later date for completion, after a showing by the service provider that the relocation cannot be completed by the date specified using best efforts and meeting safety and service requirements.

(3) Service providers may not seek reimbursement for their relocation expenses from the city or town requesting relocation under subsection (1) of this section except:

(a) Where the service provider had paid for the relocation cost of the same facilities at the request of the city or town within the past five years, the service provider's share of the cost of relocation will be paid by the city or town requesting relocation;

(b) Where aerial to underground relocation of authorized facilities is required by the city or town under subsection (1) of this section, for service providers with an ownership share of the aerial supporting structures, the additional incremental cost of underground compared to aerial relocation, or as provided for in the approved tariff if less, will be paid by the city or town requiring relocation; and

(c) Where the city or town requests relocation under subsection (1) of this section solely for aesthetic purposes, unless otherwise agreed to by the parties.

(4) Where a project in subsection (1) of this section is primarily for private benefit, the private party or parties shall reimburse the cost of relocation in the same proportion to their contribution to the costs of the project. Service providers will not be precluded from recovering their costs associated with relocation required under subsection (1) of this section, provided that the recovery is consistent with subsection (3) of this section and other applicable laws.

(5) A city or town may require the relocation of facilities at the service provider's expense in the event of an unforeseen emergency that creates an immediate threat to the public safety, health, or welfare.

[2000 c 83 § 6.]

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Joint Utility Trench Agreement with
Comcast for the South 216th Street
Segment 1-A Improvements (24th
Avenue S. to Pacific Highway S)

AGENDA OF: June 25, 2015

DEPT. OF ORIGIN: Planning, Building & Public
Works

DATE SUBMITTED: June 15, 2015

ATTACHMENTS:

1. Joint Utility Trench Agreement with
Comcast

CLEARANCES:

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

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation:

The purpose of this item is for approval of a joint utility trench agreement with Comcast (Attachment 1), to document and establish roles and responsibilities for the utility undergrounding on the South 216th Street improvement project consistent with Council Direction provided on December 21, 2009. The following motion will appear on the consent calendar:

Suggested Motion

"I move to approve the attached Joint Utility Trench Agreement with Comcast for utility undergrounding on the South 216th Street Improvement Project (24th Avenue South to Pacific Highway South), which includes reimbursing the City for approximately \$79,955 in costs, and further authorize the City Manager to sign the Agreement, substantially in the form as submitted."

Background

The South 216th Street Segment 1-A project is adopted as part of the 2015-2020 Capital Improvement Plan for the City of Des Moines. It is the last of three arterial segments prioritized for construction and collectively referred to as the Transportation Gateway Project. Project design has been completed, right of way is being acquired, permits have been approved, and construction funding is secured via agreements with the Washington State Transportation Improvement Board (TIB) and the Washington State Freight Mobility Strategic Investment Board (FMSIB). The City plans to advertise the project for construction bids in the late fall of 2015.

Staff conducted a utility coordination effort as part of the improvement project. All utilities within the project limits have been involved in the process. Overhead utilities, including PSE, Comcast, and Century Link, are being undergrounded.

The Des Moines Municipal Code contains the following section regarding undergrounding:

12.48.110 Improvement of streets, utility undergrounding.

The city council, when ordering the improvement of a street, whether financed by a local improvement district or city funds, shall determine whether the relocation of electrical and communication systems underground is required, and if so, the manner of payment therefore. [Ord. 1012 § 11, 1993.]

The undergrounding and funding of the Transportation Gateway Improvements has been discussed several times during Capital Improvement Program (CIP) budget discussions at a Council since 2009. At the October 22, 2009 Council meeting, staff provided a briefing to the Council on the preliminary design and design report, which included undergrounding of overhead utilities for the Gateway Project. At the November 12, 2009 Council meeting, the Council approved a supplement to the consultant agreement for Final Design, which included provisions for utility undergrounding. Supplement #12 of the design agreement was approved by the Council on September 11, 2014, directing the consultant to adjust the S. 216th Street Segment 1 project limits, coordinate with utilities and finalize bid documents.

At the December 21, 2009 Council meeting, the Council confirmed its policy direction regarding the undergrounding component of the project. The Council also directed staff to make the necessary arrangements to have all of the existing overhead utilities undergrounded, and authorized Puget Sound Energy (PSE) to proceed with the design of undergrounding the distribution system in accordance with the Schedule 74 Underground Conversion Project Design Agreement.

Discussion

During the design phase of the project, the City met with utility purveyors to inform them of the City's plans, and to request their input and participation on the project. Comcast has agreed to participate in the joint utility trench to be shared with the City, Century Link, and Puget Sound Energy. The use of a joint utility trench reduces the costs for all of the parties. The undergrounding of Comcast facilities have been incorporated into the City's project plans and specifications.

Under this Agreement (Attachment 1), the City's contractor will install Comcast provided vaults and conduit within the joint utility trench area. Comcast will be responsible for installing any of their conduits and vaults located outside of the joint utility trench area, and for providing and installing their own wiring within the system, and making all wiring connections. The agreement requires Comcast to abide by the City's construction schedule.

The agreement has provisions for Comcast's timely delivery of materials to the project, as well as their timely wiring and connection of the new system, and removal of the existing aerial system. The agreement requires Comcast to meet the City's schedule for completing the work. It also requires Comcast to pay for any delays they cause should they fail to deliver material on schedule, or delay the contractor in any way. It also requires Comcast to pay for any changes they request or changes that are required as a result of errors in Comcast's design.

Comcast has agreed to participate in their costs for the utility undergrounding improvements along S. 216th Street, for an estimated amount of \$79,955. The final amount will depend on the actual quantities installed and the contract unit bid prices. The purpose of these funds is to pay for Comcast's fair share of the cost of the utility trench excavation, conduit and vault installation, trench bedding and backfill, and trench restoration.

The South 216th Street Segment 1-A Improvement was included in this year's CIP with a planned construction phase in the first quarter of 2016. Accordingly, staff plans to advertise the project for construction bids in the fall of 2015.

Project Status

The Tables below summarizes the recent actions that are relevant to the project as well as those pending items coming before the Council on the consent calendar. The action before the Council with this agenda item is italicized.

Agreement or Contract

Agency / Utility	Council Authorization/Obligations
PSE Design Agreement	December 21, 2009; Revised 9/23/14
FMSIB & TIB Funding Obligation	July 28, 2014 & Nov. 24, 2014
PSE Construction Agreement	Pending for June 25, 2015
Century Link Construction Agreement	Pending for June 25, 2015
<i>Comcast Construction Agreement</i>	<i>Pending for June 25, 2015</i>
King County ITS-Rapidride A Line Agreement, Amendment #1	Pending for June 25, 2015

Alternatives

There are no available alternatives that would not significantly impact the project schedule and budget. If the Council were to decide to reverse its previous direction, and not require the utilities to be undergrounded, additional right-of-way will need to be acquired by the City in order to accommodate the aerial relocation as there is currently insufficient right-of-way to accommodate this together with the proposed improvements.

Financial Impact

The costs associated with the undergrounding of utilities have been included within the project CIP budget.

Recommendation or Conclusion

Staff recommends that Council approve the Construction Agreement.

Concurrence

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

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JOINT UTILITY TRENCH AGREEMENT

**Between the City of Des Moines and Comcast
for the**

**South 216th Street, Segment 1-A Improvements
(S. 24th Avenue S. to Pacific Highway S.)**

THIS Agreement is entered into between the City of Des Moines, a Washington municipal corporation ("City"), and Comcast of Washington IV, Inc., a Washington corporation ("Comcast"). This Agreement may refer to Comcast or to City as a Party ("Party") or Parties ("Parties") to this Agreement.

RECITALS

WHEREAS, the City is undertaking a capital improvement project known as the South 216th Street, Segment 1-A Improvements between 24th Avenue S and Pacific Highway S. (hereinafter referred to as the "Project"; and

WHEREAS, Comcast owns and operates certain utilities located in the S. 216th Street right-of-way and within and adjacent to the project limits of the Project and that Comcast has a franchise agreement with the City to operate in said right-of-way; and

WHEREAS, pursuant to the franchise agreement adopted by Ordinance 1327, (effective date of August 30, 2003), the right-of-way improvements require Comcast to underground its facilities that are currently located above ground; and

WHEREAS, relocation requires trenching within the right-of-way and the parties recognize the efficiencies of entering into an agreement whereby one trench will be dug for all of the parties to relocate their facilities; and

WHEREAS, integrating Comcast's work into the City's Project would be more expedient, less expensive, and less disruptive to the public than undertaking both the City's and Comcast's projects separately; and

WHEREAS, the Parties mutually desire to establish a formal arrangement under which Comcast will pay the City in exchange for the City's incorporating Comcast's work into the City's Project; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of defining their respective rights, obligations, costs and liabilities regarding this undertaking; and

WHEREAS, the City Council of the City of Des Moines has taken appropriate action to approve the City's entry into this Agreement; and

WHEREAS, Comcast has taken appropriate action to approve Comcast's entry into this Agreement;

NOW THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, or attached and incorporated and made part hereof, the Parties agree as follows:

AGREEMENT

1. SCOPE OF WORK.

The City will advertise for construction bids and enter into a contract for the construction of a trench which shall include power and/or communication facilities for the City, Comcast, Century Link, and PSE. This trench will generally be constructed along the north side of S. 216th Street between 24th Avenue S. and Pacific Highway S.

2. TERM AND TERMINATION.

This Agreement shall commence on October 31, 2015 and shall continue for a period of 24 (twenty four) months, unless earlier terminated pursuant to this Agreement.

In the event that either party defaults in the performance of its obligations herein, notice shall be given by the other party of its intent to terminate the Agreement for cause, to be effective thirty (30) days thereafter, unless that cause is cured within thirty (30) days after such notice.

3. CONTRACTOR REQUIREMENTS.

The independent contractor hired by the City to perform this work shall be referred to as "the contractor" in this Agreement. The contractor, pursuant to a contract with the City, shall excavate the trench, install City, PSE, Century Link, and Comcast facilities, install the bedding material, backfill and compact the trench, and perform any restoration required by the City, all to be performed in a good and workmanlike manner consistent with industry standards. The City represents that any such contract shall further require of contractor that the work be conducted in conformity with (i) the applicable procedures and requirements of the parties as described herein; (ii) all applicable laws, ordinances and regulations, and; (iii) all applicable terms and provisions of the National Electric Safety Code, including but not limited to those pertaining to protection and separation of conductors buried in earth.

4. RESPONSIBILITIES OF THE PARTIES.

A. Comcast

1. Comcast shall provide to the City, and assume full responsibility for, engineering drawings, specifications, construction standards, and quantities in accordance with acceptable industry standards and City Franchise. The drawings shall show in detail the location and elevation of the conduits, trench, and vaults, and shall include a general traffic control plan for activities not associated with installation of facilities within the contractor controlled joint utility trench area.

2. Comcast shall obtain a permit from the City for the underground relocation of Comcast's facilities.
3. Comcast shall be responsible for supplying all materials necessary for the construction of its new conduit and vault system within the joint utility trench area. Comcast will deliver all of these materials to the job site for installation by the City's contractor. Comcast will arrange with the City's contractor any required material storage and/or security until the materials are installed.
4. Comcast acknowledges and agrees that the project is subject to FHWA federal funding requirements and is subject to 23 CFR635.410 and Comcast will certify that materials provided to our contractor for installation and materials provided and installed by Comcast Crews that contain steel, will conform to the Buy America provisions including providing the City with a certification of materials origin (COM) delivered to the site.
5. Comcast shall provide inspection services needed for overseeing the proper installation of its new conduit and vault system within the joint utility trench area. Any problems identified during the installation shall be immediately reported to the City. Comcast shall cooperate in providing timely inspections so that progress of the work is not delayed.
6. Final Inspection and Acceptance. When Comcast's new conduit and vault system within the joint utility trench area is completed by the City's contractor, the City will provide Comcast written notice of its completion and request Final Inspection and Acceptance from Comcast. Within seven (7) calendar days of the City's notice, Comcast will complete a Final Inspection of the new system. Comcast shall give notice of Final Acceptance to the City within three (3) working days of completing the Final Inspection. In the event that Comcast determines that the work has not been completed per design, Comcast shall specify in writing what work remains to be done or what corrections need to be made, also within three (3) working days of completing Final Inspection. The City will notify Comcast when such identified items are completed, where upon Comcast shall again commence Final Inspection under the process set forth herein. Comcast shall not begin work on the conduit and vault system inside or outside of the joint utility trench area, until the Notice of Final Acceptance has been provided to the City. Comcast shall be responsible for any delay costs incurred by the City in the event Comcast fails to meet the Final Inspection and Acceptance schedule.
7. Schedule for Comcast Relocation Work. Following Comcast's Final Acceptance of the new conduit and vault system within the joint utility trench area, Comcast will have twenty-two (22) working days to initiate placement of its facilities and request activation of its Power Supplies by PSE. Upon activation of Power Supplies by PSE, a second twenty-two (22) working day period will commence during which COMCAST will complete placement of facilities, make necessary cut-overs, and remove overhead facilities.

8. Comcast shall provide and install all other conduits, vaults, equipment, and other materials necessary to complete the Comcast conduit and vault system located outside of the joint utility trench area.
9. Comcast will provide all cables and labor to install cables in the new conduit and vault system, labor to splice cable, and labor to perform service cutover from the existing system to the newly constructed system.
10. Comcast will perform cut-over and transfer of existing Comcast customers as Franchise requires.
11. Comcast will notify the City in writing when Comcast's installation is complete and the system has been activated.
12. Comcast will remove its existing aerial cables, equipment, and poles in conflict with the City's project.
13. Comcast will be responsible for providing all traffic control associated with the pulling of cables and associated equipment, and the removal of Comcast's existing facilities. Traffic control and other permits needed for pulling cables and installing other associated equipment will be obtained from the City by Comcast.
14. Comcast will pay its proportionate share of the joint utility trench costs as described in Section 5 of this Agreement.
15. All rights, title, and interest in Comcast facilities and associated equipment shall at all times remain with Comcast. Parties hereto acknowledge and agree that Comcast shall in no event be required to remove their respective, affected aerial facilities prior to completion of the underground facilities in accordance with this Agreement, and so long as said installation is completed in conformity with this Agreement.
16. Comcast shall maintain continued coordination with the City regarding the installation of Comcast's facilities. This coordination shall include but not be limited to the following:
 - a. Comcast representatives shall attend the pre-construction meeting.
 - b. Comcast representatives shall attend weekly construction meetings.
 - c. Comcast representatives shall provide timing of when and where its materials will be delivered to the job site.
 - d. Comcast shall provide a project schedule, including time and duration of work, for Comcast work to install facilities not associated with the joint utility trench area.
 - e. Comcast shall coordinate with other utility companies included in the joint utility trench. This may include the stacking of conduits with another utility, and locating conduits below or around other vaults.

B. City

1. The City shall prepare drawings and specifications for excavation of the joint utility trench. The City will advertise for bids, evaluate bids, award a contract, and monitor Contractor's activities.
2. The City's contract shall provide for all necessary excavation, bedding, backfill, off-site disposal, and site restoration for the joint utility trench project, along with the coordination of other utilities participating in the joint utility trench project. The City shall be reimbursed by Comcast for Comcast's proportionate share of the joint utility trench costs as described in Section 5 of this Agreement.
3. The City's contractor shall install Comcast provided vault and conduit materials necessary for the supporting structure within the joint utility trench area. Upon completion of the new conduit and vault system within the joint utility area, the City's contractor will proof the duct and leave a pull-rope in place. The City shall be reimbursed by Comcast for the costs of installing the Comcast provided materials as described in Section 5 of this Agreement.
4. The City's contractor shall provide all flagging and traffic control for the joint utility trench excavation and backfilling activity. The City shall be reimbursed by Comcast for Comcast's proportionate share of flagging and traffic control costs associated with the joint utility trench construction as described in Section 5 of this Agreement.
5. The City shall document quantities as its contractor proceeds with excavation, installation, and backfill and will provide detailed invoices to Comcast for work undertaken in connection with this Agreement.
6. The City shall maintain continued coordination with Comcast regarding the installation of Comcast's facilities. This coordination shall include but not be limited to the following:
 - a. The City's representatives shall attend the pre-construction meeting.
 - b. The City's representatives shall attend weekly construction meetings.
 - c. The City shall provide Comcast a copy of the Contractor's proposed work schedule showing date, location, and extent of work to be performed. This schedule shall be subject to change at any time.
 - d. Comcast shall be given ten (10) days notice that City's Contractor is beginning construction.
7. After completion of the project, the City shall provide Comcast "as-built" drawings. Upon receipt of the as-built drawings, Comcast shall have ten (10) calendar days review and comment on the as-built drawings and to accept or reject the as-built drawings. If Comcast does not provide comments on the as-built drawings within the ten (10) day period set forth above, the as-built drawings shall be deemed accepted by Comcast.

5. COST ALLOCATION.

Exhibit A, attached to this Agreement, is an estimate of Comcast's proportionate share of the joint utility trench costs. The costs shown on Exhibit A are an estimate only. The final breakdown of costs will be based on the actual quantities of work performed by the City's Contractor times the contract unit costs for each work item.

A. Joint Utility Trench Costs.

Comcast agrees to pay the City a portion of the joint utility trench costs, including trench, bedding, and backfill, commensurate with its proportionate share of trench usage as shown in Exhibit A attached hereto and incorporated by this reference. Trench costs will be finalized after completion of construction and Comcast agrees to pay the City for actual construction costs.

B. Conduit and Vault Installation.

Comcast agrees to pay for the excavation, site preparation, and installation for their conduit and vaults that are outside the joint utility trench area separately and in addition to any joint utility trench costs, survey costs, and traffic control costs discussed herein. These additional costs shall be preliminarily determined from the bid price accepted by the City. The cost to excavate for and install Comcast's vaults will be finalized after completion of construction, and Comcast agrees to pay the City for actual construction costs.

C. Street Crossings.

Comcast agrees to pay the City for the installation costs for the City's contractor to install Comcast's conduits in street crossings. These costs are in addition to the joint utility trench costs outlined in Section 5.A.

D. Survey.

Comcast agrees to pay the reasonable costs for the City's surveyor to provide vault locations and elevations and any other survey data that may be required to locate and place Comcast facilities.

E. Traffic Control.

Comcast agrees to pay the City a portion of the traffic control costs associated with the construction of the joint utility trench, commensurate with its proportionate share of trench usage as shown in Exhibit A attached hereto and incorporated by this reference.

F. Administration Costs.

Comcast agrees to reimburse the City for Comcast's prorated share of the City's project administration and management costs. Comcast's prorated share of these costs is anticipated to be \$10,000.

G. Additional Expenses.

Comcast agrees to pay their proportionate share of any additional expenses incurred due to Comcast's approved change requests, in providing the trench due to any over-excavation required or any other unforeseen conditions attributable to Comcast facilities, including any additional trench width or depth attributable to errors in Comcast's design or conflicts not accounted for in Comcast's design, and to dewatering for ground water. Any changes to Comcast's portion of work perceived as necessary by the City's contractor must be approved by Comcast in advance. Comcast will not pay for any share of additional expenses incurred due solely to approved change requests from other joint utility trench users and/or the City.

H. Claims by Contractor.

Comcast agrees to pay the entire cost of any claims made by the City's contractor that are proximately caused by Comcast. These claims may include delays caused by Comcast installing their facilities, delays caused by Comcast providing and delivering their materials, or any other conflicts, claims, liens or lawsuits between the City's contractor and Comcast. These claims must be verifiable or substantiated claims and be subject to binding arbitration.

I. Invoice.

Comcast agrees to pay the City within thirty (30) days of being invoiced by the City for amounts that the City has been invoiced by the contractor for work that has been completed by the contractor and approved by Comcast and which Comcast has agreed to pay under this Agreement.

J. Defective or Unauthorized Work.

Per the terms of the Contract between the City and its contractor, Comcast reserves the right to withhold payment from the City for any defective or unauthorized work performed by the contractor. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this Agreement, and extra work and materials furnished without Comcast's approval. If for any reason it is necessary to satisfactorily complete any portion of the work, Comcast may complete the work using its own means.

K. Final Payment/Waiver of Claims.

The making of final payment by the parties shall constitute a waiver of claims by the contractor, except those previously and properly made and identified by the contractor as unsettled at the time request for final payment is made.

L. Withdrawal from Agreement.

Should Comcast elect not to participate in the joint utility trench, it will be the responsibility of Comcast to relocate its facilities for the project within thirty (30) days of the City's contractor's completion of the joint utility trench. Comcast's new facilities must be located in the public right-of-way and construction of these facilities can in no way delay the City's contractor. Comcast shall be held liable for any delay to the City's project due to Comcast's

utility work. The City cannot accept delays in the schedule due to Comcast electing not to participate in the joint utility trench.

6. CHANGES.

After the City executes a contract with the Contractor, Comcast shall submit any changes requested to be performed by the City's contractor to the City. The City shall submit this to the contractor; obtain a price from the contractor to perform the work, and notify Comcast of this price. Prices supplied by the contractor for Comcast change orders shall be in conformance with the 25% limit in subsection 1-04.6 of the WSDOT Standard Specifications. Comcast shall have 24 hours from receiving the price from the City within which to respond. If Comcast chooses not to accept the contractor's price then this work shall only be performed by Comcast according to a mutually agreed upon schedule with the City's contractor so as not to cause delay to the contractor.

7. INDEMNIFICATION; LIENS; ENCUMBRANCES AND LIABILITY.

Each party shall defend, indemnify and hold the other party, its officers, officials, employees and agents harmless from any and all claims, injuries, damages, losses or suits including all legal costs and attorney fees, to the extent they arise from or in connection with: (a) fault, willful misconduct, or negligence of the indemnifying party, its officers, employees, agents, subcontractors and/or representatives; (b) any product liability claims relating to any material supplied by the indemnifying party under this Agreement; (c) failure of the indemnifying party, its officers, employees, agents, subcontractors and/or representatives to comply with any term of this Agreement, City Cable Franchise or any applicable local, state, or federal law; (d) claims under workers' compensation or similar employee benefit acts by the indemnifying party or its employees, agents, subcontractors, or subcontractors' employees or agents.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the parties, its officials, employees and agents, a party's liability hereunder shall be only to the extent of the party's negligence. The provisions of this section shall survive the expiration or termination of this Agreement.

No party, directly or indirectly, shall create or impose any lien on the property of another, or on the rights or title relating thereto, or any interest therein, or in this Agreement. Each party shall promptly, at its own expense, take such action as may be necessary to duly discharge any lien created by it on the property of another.

Except as expressly provided herein, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT; provided, however, there shall be no limitation on a party's liability to the other for any fines or penalties imposed on the other party by any court of competent jurisdiction or federal, state or local administrative agency resulting from the

failure of the party to comply with any term or condition of this Agreement or any valid and applicable law, rule or regulation.

8. INSURANCE.

The contract between the City and the Contractor shall require that the Contractor procure and maintain for the duration of the project insurance of the types and in the amounts described below against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by the Contractor, its agents, representatives, employees, subconsultants or subcontractors.

A. Automobile Liability

Insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and

B. Commercial General Liability

Insurance written on an occurrence basis with limits no less than \$1,000,000 single limit per occurrence and \$2,000,000 general aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations/broad form property damage; explosion, collapse and underground (XCU); and employer's liability or Stop Gap coverage under workers' compensation insurance.

C. Excess Liability

Insurance with limits not less than \$1,000,000 per occurrence and aggregate.

Any payment of deductible or self-insured retention shall be the sole responsibility of the City's contractor. The Parties, their officials, employees, agents and volunteers shall be designated as additional insureds on the insurance policy, as respects work performed by or on behalf of the Parties under this Agreement and a copy of the endorsement, or its equivalent, designating the Parties as additional insured shall be attached to the Certificate of Insurance, copies of which shall be provided to the Parties prior to commencement of construction by the City's contractor. The contractor's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

9. FRANCHISE AGREEMENT.

The City and Comcast agree that as to future projects, by entering into this Agreement, neither party has waived any rights it may have under the existing franchise agreements between the City and Comcast, and the City and Comcast expressly herein reserve such rights. Notwithstanding anything in this Agreement to the contrary, Comcast's participation in the joint utility trench activity contemplated in this Agreement, and its very participation in this

Agreement, shall in no event be construed as acceptance, affirmation, or ratification of the City's construction of Comcast's obligation to underground and enter into a writing pursuant to the franchise agreement, and parties understand and agree that the terms and conditions of this Agreement shall not be considered as a basis for future undergrounding projects that may be franchise required.

10. MISCELLANEOUS.

A. Compliance with Laws

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

B. Nonwaiver of Breach

The failure of a party to insist upon strict performance of any of the terms and rights contained herein, or to exercise any option herein conferred in one or more instances, shall not be constructed to be a waiver or relinquishment of those terms and rights and they shall remain in full force and effect.

C. Governing Law

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

D. Attorney's Fees

To the extent not inconsistent with RCW 39.04.240, in any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit a party's right to indemnification under Section 7 of this Agreement.

E. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of this Agreement, unless otherwise notified. Any written notice shall become effective upon delivery, but in any event three (3) calendar days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated on this Agreement.

F. Modification

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each affected party.

G. Severability

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

H. Relationship

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

I. Force Majeure

Parties shall not be deemed to be in breach of this Agreement if unable to perform their respective obligations hereunder as a result of the occurrence of an event of "force majeure," which shall include, but not be limited to, acts of God, acts of the government of the United States or of any state or political subdivision thereof, strikes, civil riots or disturbances, fire, floods, explosions, earthquakes, wind, storms, hurricanes, lightning or other similar catastrophes or other causes beyond the parties' reasonable control. The scope of events of force majeure shall not extend to payment of money owed hereunder.

J. Disclosure

Both parties agree that, to the extent allowable under RCW Chapter 42.17 [public disclosure act], all information with respect to this Agreement will be kept confidential and will be used for internal company purposes only. Neither party shall, without the prior written consent of the other party: (a) issue any press release or make any other public announcement regarding this Agreement or any relation between the City and Comcast; or (b) use the name, trademarks, or other proprietary identifying symbol of the other party or its affiliates. Such consent by Comcast may be given only by the Executive Vice President of Corporate Communications or his or her designee. Any purported consent by any other person, including any Comcast sales or customer service representative, is void and of no effect.

K. Assignment

Neither party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other, which consent will not be unreasonably withheld or delayed. Notwithstanding the foregoing, either may assign all or part of this Agreement immediately, without the prior written consent of the other party (a) to any entity that controls, is controlled by, or is in common control with a party or (b) to any successor in

interest to a party or (c) if necessary to satisfy the rules, regulations and/or orders of any federal, state or local governmental agency or body.

L. Entire Agreement

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

IN WITNESS WHEREOF, the parties below have executed this Agreement.

Comcast of Washington IV, Inc.

City of Des Moines

Print Name: _____

Print Name: _____

Title: _____

Title: _____

DATE: _____

DATE: _____

APPROVED AS TO FORM:

Des Moines City Attorney

NOTICES TO BE SENT TO:

NOTICES TO BE SENT TO:

Comcast

City of Des Moines

Comcast _____
Attn: Jerry Steele _____
4020 Auburn Way N _____
Auburn, WA 98002 _____
(253) 288-7533 (Office) _____
(206) 571-8893 (Cell) _____
(253) 288-7500 (Fax) _____

City of Des Moines _____
Attn: Brandon Carver _____
21650 11th Avenue South _____
Des Moines, WA 98198 _____
(206) 870-6543 (Office) _____
(206) 293 1116 (Cell) _____
(206) 870-6596 (Fax) _____

With a copy to: Comcast Cable Communications, LLC
1500 Market Street
Philadelphia, PA 19102
Attention: General Counsel

Exhibit A**JOINT UTILITY TRENCH AGREEMENT**

Between the City of Des Moines and Comcast

For the S. 216th Street Segment 1-A
24th Avenue S. to Pacific Highway S.

Des Moines Transportation Gateway Project

S 216th Street Segment 1A

Engineers estimate of probable cost
Comcast Undergrounding
May 2015

No.	Sect.	Item	Qty	Unit	Unit Cost	Total	Percentage applicable to JUT	Comcast Percentage of JUT	Comcast Responsibility Percentage	Comcast Cost
SCHEDULE A - ROADWAY IMPROVEMENTS										
1-04		Contractor's Trailer and Site	1	LS	\$ 40,000.00	\$ 40,000.00	8.1%	27.2%	2.2%	\$ 881.28
1-05		Roadway Surveying	1	LS	\$ 45,000.00	\$ 45,000.00	8.1%	27.2%	2.2%	\$ 991.44
1-07		Spill Prevention Control, and Countermeasures Plan	1	LS	\$ 1,000.00	\$ 1,000.00	8.1%	27.2%	2.2%	\$ 22.03
1-07		Pedestrian Control and Protection	1	LS	\$ 20,000.00	\$ 20,000.00	8.1%	27.2%	2.2%	\$ 440.64
1-08		Type B Progress Schedule (Minimum Bid \$5,000)	1	LS	\$ 5,000.00	\$ 5,000.00	8.1%	27.2%	2.2%	\$ 110.16
1-09		Mobilization	1	LS	\$ 325,000.00	\$ 325,000.00	8.1%	27.2%	2.2%	\$ 7,189.40
1-10		Project Temporary Traffic Control	1	LS	\$ 350,000.00	\$ 350,000.00	8.1%	27.2%	2.2%	\$ 7,711.20
8-01		Temporary Water Pollution / Erosion Control	1	LS	\$ 50,000.00	\$ 50,000.00	8.1%	27.2%	2.2%	\$ 1,101.60
8-31		HMA For Trench Patching Class 1/2" PG 64-22, for Aerial Utility Conversion	50	TON	\$ 150.00	\$ 7,500.00	100.0%	27.2%	27.2%	\$ 2,040.00
8-31		Franchise Utility Excavation, Inc. Haul	1,700	CY	\$ 25.00	\$ 42,500.00	100.0%	27.2%	27.2%	\$ 11,580.00
8-31		Franchise Utility Trench Bedding, Sand	450	CY	\$ 30.00	\$ 13,500.00	100.0%	27.2%	27.2%	\$ 3,872.00
8-31		Franchise Utility Trench Bedding, Fluidized Thermal Backfill	0	CY	\$ 140.00	\$ -	100.0%	27.2%	27.2%	\$ -
8-31		Franchise Utility Trench & Structure Backfill, Crushed Surfacing Top Course	1,200	TON	\$ 25.00	\$ 30,000.00	100.0%	27.2%	27.2%	\$ 8,160.00
8-31		Shoring or Extra Excavation, Class B, For Aerial Utility Conversion	1	LS	\$ 5,000.00	\$ 5,000.00	100.0%	27.2%	27.2%	\$ 1,360.00
SCHEDULE C - COMCAST UNDERGROUNDING										
1	1-04	Minor Change	1	EST	\$ 5,000.00	\$ 5,000.00				
2	8-26	Install Franchise Utility Conduit, 2-Inch	1,931	LF	\$ 2.50	\$ 4,827.50				
3	8-26	Install Franchise Utility Conduit, 4-Inch	1,296	LF	\$ 4.50	\$ 5,832.00				
4	8-26	Install Franchise Utility Structure - Pedestal	2	EA	\$ 450.00	\$ 900.00				
5	8-26	Install Franchise Utility Structure - Vault 34.75"x52.25"x36"	4	EA	\$ 750.00	\$ 3,000.00				
						Subtotal	\$	19,559.50		
						Sales Tax (9.5%)	\$	1,859.00		
						Estimate of Schedule A Proportional Share	\$	45,210.75		
						Construction Administration (15%)	\$	9,994.39		
						City Administration (5%)	\$	3,331.46		
						TOTAL ESTIMATE COMCAST PROPORTIONAL SHARE:	\$	79,955		
							Estimate of Schedule A Proportional Share: \$ 45,210.75			

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Des Moines Beach Park Dining Hall Rehabilitation Project – Purchase and Installation of New Kitchen Equipment

ATTACHMENTS:

1. 2014-2019 CIP Summary Worksheet
2. 2015-2020 CIP Summary Worksheet
3. Minutes from 9/25/2014 Meeting
4. Minutes from 2/12/2015 Meeting

FOR AGENDA OF: June 25, 2015

DEPT. OF ORIGIN: Planning, Building & Public Works

DATE SUBMITTED: June 18, 2015

CLEARANCES:

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

APPROVED BY CITY MANAGER
FOR SUBMITTAL:

Purpose and Recommendation

The purpose of this agenda item is to seek City Council approval of additional project funding for the Des Moines Beach Park Dining Hall Rehabilitation Project for the purchase and installation of kitchen equipment. The following motions will appear on the consent calendar:

Suggested Motions

Motion 1: “I move to approve an additional \$30,000.00 for the Des Moines Beach Park Dining Hall Rehabilitation Project for the purchase and installation of new kitchen equipment.”

Motion 2: “I move to direct Administration to submit a \$30,000.00 CIP budget amendment for the Des Moines Beach Park Dining Hall Rehabilitation Project.”

Background

On September 25, 2014, the City Council awarded the construction contract to Par-Tech Construction Inc. (Attachment 3). Construction began on October 23, 2014. The contractor was substantially complete on June 2, 2015. The contractor has a few minor punch list items to complete, and will complete the work within the approved project budget. To date, of the approved project funds, approved

contingency funds (\$120,000.00), and additional Council-approved project funds (\$61,000.00); there is approximately \$30,000.00 remaining.

Discussion

On February 12, 2015, Council approved an additional \$61,000.00 in project funding (Attachment 4) to execute change orders to resolve paint bubbling issues on the exterior of the building, to install a new Kitchen Hood, Makeup Air, and Exhaust Fan, and install a new Mini HVAC Furnace System.

Purchase and installation of the new Kitchen Equipment was not approved at that time due to lack of confidence with the availability of funding sources. It was decided by the majority of Council to wait until the project was almost complete to bring this item back for further consideration.

The low bid received on September 16, 2014 was quite favorable, and allowed us to get more work completed with existing project funds than was previously expected. However, even with such a good bid, we are not able to complete the commercial kitchen.

In order to complete the commercial kitchen, we need to purchase and install several appliances and furniture items. Initially, it was thought that the City needed to purchase the kitchen equipment directly from the vendor to avoid the 15% contractor overhead and markup fee. Going this route poses some difficulties that weren't apparent earlier – equipment vendors do not perform utility connections (gas piping, plumbing, etc.) or installation, they subcontract that out; at rates we are finding to be higher than the typical 15% contractor overhead and markup fee. Staff is now looking into the possibility of executing a change order with Par-Tech Construction to purchase the equipment we specify from a vendor of their choosing, and performing the complete installation.

Another difficulty that has materialized surrounds the dishwasher. Initially, it was thought that the City should lease rather than own the dishwasher due to problematic mechanical breakdown and maintenance issues. However, as it turns out, the dishwashing tables and components that make up the “dishwashing station” are factory fabricated based upon the dishwasher brand and model number to ensure proper fit. If we proceed under the lease option, we run the risk of our new dishwashing equipment not fitting properly, and leaking onto the new flooring. This new dishwasher will probably not see the kind of usage that the Activity Center dishwasher sees, and the City owns that unit. Based upon this information, staff is recommending we proceed with the dishwasher purchase option to ensure proper fit and function of this new dishwashing equipment.

Current cost estimates for the new kitchen equipment are about \$60,000.00 (this number includes installation costs). There is insufficient budget authority remaining to cover this work, and an additional \$30,000.00 in project funds is needed to complete this work.

Alternatives

1. Council could elect to not authorize additional project funds, which would mean that the building is completed within project budget – but without a functioning kitchen.
2. Council could approve an additional \$30,000.00 in project funds to purchase and install new kitchen equipment, and complete the commercial kitchen.

Financial Impact

The CIP Project summary worksheets (Attachments 1 and 2) show that there are sufficient funds in the adopted project budget to complete the cost of the improvements that were scoped in the project bid, plus some minor miscellaneous change order work.

Additional project funds for resolving the paint bubbling, installing the kitchen hood, makeup air and exhaust fan, and installing the new mini HVAC furnace system came from undesignated REET funds in the MCI Budget.

REET funds to date are coming in better than expected. At this time, the Finance Director is comfortable recommending up to \$30,000.00 in additional project funding from REET for the purchase and installation of the new kitchen equipment.

Recommendation or Conclusion

Staff recommends Council approve the suggested motions.

Concurrence

Finance, Parks, Recreation and Senior Services, and Planning, Building, and Public Works concur.

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2014 - 2019 CAPITAL IMPROVEMENT PLAN Municipal Capital Improvement

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	General Government	PROJECT NO	310 050231
PROJECT	Dos Moines Beach Park IDMBP Driving Hall Rehabilitation	PROJECT STATUS	Preliminary Estimate
		Plans in Preparation	X
		in S.E. Complete	

LOCATION 2200 Cliff Avenue South
DESCRIPTION: Rehabilitation of the Driving Hall includes reroofing the building, reroofing a new foundation spanning the creek (completed in 2011). The project has funding support from Washington State and shares a portion of the cost to make creek modifications to reduce park flooding and improve environmental conditions. 2013 Provides funds for code related improvements to modern the building such as: repairs to structure and roof, building interior and exterior rehabilitation work, new utilities (electrical and gas, phone, cable, water, sewer surface water), fire suppression and grass strip. 2014 Provides funds for window replacement and door repairs.

EXPENDITURE SCHEDULE														
COST ELEMENTS	TOTAL*	Prior Years	FY 09 Act	FY 10 Act	FY 11 Act	FY 12 Act	FY 13 Est	FY 13 And	FY 14	FY 15	FY 16	FY 17	FY 18	FY 19
ADMINISTRATION	\$ 43,217	\$ 10,212	\$ 376	\$ -	\$ 4,650	\$ 475	\$ 2,500	\$ 9,130	\$ 25,000					
CAP PROJECTS	\$ 65,117	\$ 15,780	\$ 908				\$ 6,063	\$ 25,000	\$ 43,373					
DESIGN/ENGINEERING	\$ 221,441	\$ 104,718	\$ 12,647			\$ 11,169	\$ 30,000	\$ 80,000	\$ 82,867					
SURVEY (Archaeology)	\$ 9,987	\$ 7,273	\$ 2,714											
Creek Hydrology Design/Permit	\$ 122,722	\$ 93,819	\$ 21,226		\$ 2,727		\$ 5,150							
FEMA Reports														
BUILDINGS	\$ 2,063,877	\$ 942,866		\$ 285,644				\$ 585,500	\$ 835,137					
Construction Oversight	\$ 67,515				\$ 31,822	\$ 11,905			\$ 21,788					
CONTINGENCY	\$ 126,000						\$ 6,000	\$ 63,020	\$ 125,000					
SALES TAX	\$ 117,830			\$ 27,692				\$ 55,575	\$ 99,738					
LEAD & ASBESTOS ABATEMENT	\$ 18,606						\$ 10,000	\$ 5,500	\$ 7,500					
TESTING	\$ 44,524	\$ 21,822		\$ 5,202										
Interior Furniture	\$ 87,662	\$ 682		\$ 66,401		\$ 488		\$ 50,000	\$ 20,000					
BUILDING PERMITS	\$ 22,661	\$ 671			\$ 358,137	\$ 790	\$ 58,706	\$ 875,025	\$ 1,247,833					
TOTAL	\$ 3,002,682	\$ 1,207,811	\$ 30,543	\$ 66,801	\$ 358,137	\$ 26,790	\$ 58,706	\$ 875,025	\$ 1,247,833					

FUNDING SOURCES														
	TOTAL*	Prior Years	FY 09 Act	FY 10 Act	FY 11 Act	FY 12 Act	FY 13 Est	FY 13 And	FY 14	FY 15	FY 16	FY 17	FY 18	FY 19
REET	\$ 835,262	\$ 762,295	\$ -	\$ 124,896	\$ 122,867	\$ -	\$ 7,604	\$ -	\$ 55,832					
REET 2013-14 Term Auction Refund Proj.	(5,646)			(68,321)			61,101	93,375	42,274					
REET 2013-14 Term EP Auction Refund	125,454							21,953	125,454					
Culture Arts Capital Grant (continued)	12,000								12,000					
Park In-use														
LAO	51,760			175,692	69,833		128,663	128,663	128,663					
SWM Levy														
Additional King County Funds	60,000								60,000					
Culture	12,850	12,850												
WA State Heritage Funds (contin)	950,001	471,176	10,856	261,118		115,794	126,663	126,663						
WA State Her Funds (contin)	824,000							750,000	824,000					
Discretionary (line Recognition)	77,301	35	27,693		48,278									
USE FROM GENERAL FUND														
TOTAL	\$ 3,002,682	\$ 1,207,811	\$ 36,543	\$ 66,801	\$ 358,137	\$ 24,692	\$ 58,706	\$ 875,025	\$ 1,247,833					

*Excludes FY 13 And JUSTIFICATION
 Dos Moines Beach Park is listed on the State and National Historic Register. Easen analysis was completed in 2004 regarding prioritized and proposed rehabilitation of the park's assets. Rehabilitation of the following buildings is proposed: Auditorium (1957), Dining Hall (1934), Pioneers' Lodge (1924), Sun Home Lodge (1934), Carpenter's Cabin (1935), Workshop/Smith House (1945), and Founders' Lodge (1970). The Sun Home Lodge is in desperate need of the and safety repairs for its continued use as a recreation facility. Funds are not available at this time to provide for the rehabilitation work necessary for public use.

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2015 - 2020 CAPITAL IMPROVEMENT PLAN Municipal Capital Improvement

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	General Government	PROJECT NO.	310.050-01
PROJECT	Des Moines Beach Park (DMBP) Dining Hall Rehabilitation	PROJECT STATUS:	
		Preliminary Estimate	X
		Plans in Preparation	
		P.S.E. Complete	

LOCATION 22030 Cliff Avenue South

DESCRIPTION: Rehabilitation of the Dining Hall includes fitting the building, constructing a new foundation spanning the creek (completed in 2008), ADA access and decking (completed in 2011). This project has funding support from Washington State and shares a portion of the cost to make creek modifications to reduce park flooding and improve environmental conditions. 2013: Provides funds for code related improvements to reopen the building such as: repairs to structure and roof, building interior and exterior rehabilitation work, new utilities (electrical and gas, phone, cable, water, sewer, surface water), fire suppression and grease trap. 2014: Provides funds for window replacement and door repairs.

EXPENDITURE SCHEDULE												
COST ELEMENTS	TOTAL*	Prior Years	FY 12 Act	FY 13 Act	FY 14 Est	FY 14 Amd	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
ADMINISTRATION	\$ 54,277	\$ 15,238	\$ 479	\$ 267	\$ 18,293	\$ 5,000	\$ 20,000					
CIP PROJ MGT 5%	55,658	18,689		4,096		8,500	34,873					
DESIGN/ENGINEERING/PERMITS	232,740	117,365	11,189	20,641	81,545	103,438						
SURVEY (Archeology)	9,987	9,987										
Creek Hydrology Design/Permit	122,710	117,572		600	4,538							
FEMA Reports	-	-										
BUILDINGS	1,681,318	1,228,540			745	411,441	432,933					
UTILITIES IMPROV/CREEK	-	-										
Construction Obs/Engineer	67,515	39,822	11,905				21,788					
CONTINGENCY/PERMITS	151,362				31,362		120,000					
SALES TAX	68,136	27,092				41,043	41,044					
LEAD & ASBESTOS ABATEMENT	18,423				16,423							
TESTING	40,024	37,024				9,263	3,000					
EQUIPMENT	87,992	67,493	498				20,000					
PERMITS	2,188	671	790		727	21,200						
TOTAL	\$ 2,572,329	\$ 1,671,492	\$ 24,862	\$ 25,604	\$ 157,633	\$ 599,885	\$ 692,738	\$ -	\$ -	\$ -	\$ -	\$ -
FUNDING SOURCES	TOTAL*	Prior Years	FY 12 Act	FY 13 Act	FY 14 Est	FY 14 Amd	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
REET	\$ 779,430	\$ 771,826	\$ -	\$ -	\$ 7,804	\$ 180,225						
REET (2013 Tsf from Auditorium Roof Proj.)	(48,220)	(99,321)		8,122	42,979	42,274						
REET (2013-14 Tsf from BP Interim Repairs.)	-	-				125,454						
4Culture Arts Capital Grant (confirmed)	-	-				12,000						
Park In-Use	-	-										
MCI	-	175,692	(93,932)	(81,760)		48,670						
King County Landmarks	-	-				60,000						
4Culture	12,850	12,850										
WA State Heritage Funds (confirm)	980,000	733,144	118,794	99,242	28,820	-						
WA State Heritage Funds (confirm.)	770,968				78,230	131,262	692,738					
Miscellaneous (Ins Recoveries)	77,301	77,301										
TSP-IN FROM GENERAL FUND	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	\$ 2,572,329	\$ 1,671,492	\$ 24,862	\$ 25,604	\$ 157,633	\$ 599,885	\$ 692,738	\$ -	\$ -	\$ -	\$ -	\$ -

*Excludes FY 14 Amd

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MINUTES

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

September 25, 2014 – 7:00 p.m.

CALL TO ORDER

Mayor Kaplan called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Mayor Pro Tem Pina.

ROLL CALL

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

Staff present: City Manager Tony Piasecki; Assistant City Manager Michael Matthias; City Attorney Pat Bosmans; Planning, Building and Public Works Director Dan Brewer; Management Consultant Grant Fredricks; Transportation Manager Brandon Carver; Associate Transportation Engineer Andrew Merges; Project Manager Scott Romano; SWM Utility Manager Loren Reinhold; Chief of Police George Delgado; Harbormaster Joe Dusenbury; Marina Maintenance Manager Scott Wilkins; Parks, Recreation and Senior Services Manager Patrice Thorell; Finance Director Paula Henderson; Budget Manager Cecilia Pollock; City Clerk Bonnie Wilkins.

CORRESPONDENCE

There were no correspondences.

COMMENTS FROM THE PUBLIC

- Matt McDonald, 1911 S 243rd Street; Current ASB President at Mt. Rainier High School; Attended the meeting to build a better relationship between Mt. Rainier High School and City Council. Informed Council of upcoming events.
- Bob Pond, 23116 30th Avenue S; Opponent of the proposed Highline School District Bond Proposition.
- Nancy Knutson, 1807 S 266th Place; Addressed Council regarding the Fireworks Ordinance.

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Councilmember Pennington:

- Attended via Marina Grand Opening.

Councilmember Sheckler:

- SCORE Tour.

Councilmember Burrage:

- Attended via Marina Ribbon Cutting Ceremony.

Mayor Pro Tem Pina:

- Attended via Marina Ribbon Cutting.
- Attended Community Meeting/Barbeque in Redondo.
- Met with Pacific Ridge Community members.

Councilmember Musser:

- Attended Plymouth Housing Group's Annual Luncheon:
 - Non-profit started in 1980.
 - 1,000 residents and over 13 buildings.
 - Raised over \$500,000 from one luncheon.
- Municipal Facilities Committee:
 - On-going budget gap at the Marina:
 - Income levels down.
 - Capital improvements up.
 - Boardwalk at Redondo.
 - Generator scheduled to come online early 2015.
 - MCI and Marina Fund 506 budgets:
 - Policy on non-profit rental rates.

Councilmember Nutting:

- Senior Services Advisory Committee Meeting:
 - Senior mental health.
 - Looking to make private partnerships.
 - Taking applications for committee member:
 - Contact Sue Padden @ 206-878-1642.
 - January 22, 2015 next meeting date.
- Spaghetti Night, October 3rd at Des Moines Activity Center.
- Farmers Market:
 - North Hill Watch DOGS having a bake sale.

PRESIDING OFFICER'S REPORT

- Encourage Council to review King County's First Bi-Annual Budget Submittal:
 - Human Services.
 - Senior Services.
 - Transit.
- Play Equipment at Cecil Powell Park:
 - On CIP for 2016 for replacement.
- Regional Transit Meeting in King County:
- South County Area Transportation Board:
 - Impact of coal and oil trains on traffic.
 - Kent Valley.
 - Impact on ports.
 - Transit Integration Report:
- Environment Committee Meeting:
 - North Hill projects.
 - 2015-2021 SWM Capital Improvement Plan.
 - Final review of draft Tree Ordinance.
- Attended the Master Builders Association of King and Snohomish Counties Breakfast:
 - Buildable land availability.
- South Sound Chamber of Commerce Breakfast:
 - Education.
 - Transportation.
 - Minimum wage.
 - Legislative Agenda for 2015 session.
- Clean up Day:

- September 27th 9:30-11:30.
 - Highline College Women's Soccer Team will be helping.
 - Contact Public Works or meet at the Public Works Facility 2255 S 223rd Street.
- State Auditor has given clean opinion of financial statements:

ADMINISTRATION REPORT

- Redondo Parking Study:
 - Public Open House scheduled for October 15, 2014, 6:00-8:00 p.m. at Woodmont Elementary.
 - Postcards are in the mail.

CONSENT AGENDA

- Item 1: APPROVAL OF MINUTES
Motion is to approve the amended minutes from the August 8, 2013 Regular City Council meeting.
- Item 2: CONSTRUCTION CONTRACT AWARD AND CONSULTANT AGREEMENT FOR CONSTRUCTION ENGINEERING FOR THE SALTWATER STATE PARK BRIDGE SEISMIC RETROFIT PROJECT
Motion 1 is to approve the Public Works Contract with Road Construction Northwest, Inc., Bidder #2, for the Saltwater State Park Bridge Seismic Retrofit project, in the amount of \$2,734,787.50, authorize a project contingency in the amount of \$270,000.00 and further authorize the City Manager to sign said Contract substantially in the form as submitted.
- Motion 2 is to approve Task Order Assignment 01 with Exeltech Consulting, Inc. for the Construction Management and Inspection Services of the Saltwater State Park Bridge Seismic Retrofit project in the amount of \$459,969.76, and further authorize the City Manager to sign said Task Order substantially in the form as submitted.
- Item 3: AWARD DINING HALL REHABILITATION CONSTRUCTION CONTRACT
Motion 1 is to award the Public Works Contract with Par-Tech Construction, Inc. for the Des Moines Beach Park Dining Hall Restoration Project, in the amount of \$946,152.50 (for the Base Bid plus Alternates 1 through 4 inclusive), authorize a project contingency in the amount of \$120,000.00, and authorize the City Manager to sign said contract substantially in the form as submitted.
- Motion 2 is to direct Administration to submit a \$45,000.00 CIP budget amendment for the Des Moines Beach Park Dining Hall Restoration Project.
- Item 4: CITY EMPLOYEE WELLNESS PROGRAM
Motion is to adopt Draft Resolution No. 14-194 establishing the City Employee Wellness Program.
- Item 5: APPROVAL OF PROPERTY ACQUISITION FOR S. 251ST SLIDE REPAIR PROJECT
Motion is to purchase land identified as King County Parcel Number 256080-3285 owned by Ben G. Stark in the amount of \$23,000.00, plus closing costs, and further to authorize the City Manager to sign the Statutory Warranty Deed, Real Property Voucher Agreement, Real Estate Excise Tax Affidavit and Administrative Offer Summary substantially in the form as submitted and accept the real property on behalf of the City of Des Moines.

Direction/Action

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

Councilmember Sheckler removed Item #1 for further discussion.

Mayor Kaplan recued himself from Item #5.

The remainder of the Consent Agenda passed 7-0.

Motion made by Councilmember Musser to approve Consent Agenda Item #1; seconded by Mayor Pro Tem Pina.

The motion passed 5-0.

Councilmembers Sheckler and Pennington abstained from the vote.

EXECUTIVE SESSION

At 7:38 p.m. Council went into an Executive Session to discuss potential litigation under RCW 42.30.110. In attendance were Mayor Kaplan; Mayor Pro Tem Pina; Councilmembers Nutting, Musser, Burrage and Pennington. At 7:42 p.m. Council ended the Executive Session. No formal action was taken.

Mayor Kaplan asked for Council's indulgence to take Old Business before Public Hearing/ Continued Public Hearing; Council agreed.

OLD BUSINESS

Item 1: DRAFT ORDINANCE NO. 14-137: STREET VACATION OF PUBLIC RIGHT-OF-WAY WITHIN CITY OF DES MOINES KNOWN AS 5TH PLACE SOUTH, SOUTH OF SOUTH 287TH STREET, SECOND READING
Staff Presentation: Transportation Manager Brandon Carver

Transportation Manager Brandon Carver gave a brief power point presentation on the street vacation.

Direction/Action

Motion made by Councilmember Nutting to enact Draft Ordinance No. 14-137 approving the vacation of certain portions of public rights-of-way/streets specifically identified and legally described in Draft Ordinance Number 14-137 on second reading; seconded by Councilmember Sheckler.

The motion passed 7-0.

Mayor Kaplan read Draft Ordinance No. 14-137 into the record.

NEW BUSINESS

Item 3: DRAFT ORDINANCE NO. 14-188, PUBLIC OWNERSHIP OF ENVIRONMENTALLY CRITICAL AREA TRACTS
Staff Presentation: Management Consultant Grant Fredricks

Management Consultant Fredricks gave a power point presentation to Council on Environmentally Critical Area Tracts.

Direction/Action

Motion 1 made by Councilmember Sheckler to suspend Council Rule 26(a) in order to enact Draft Ordinance No. 14-188 on first reading; seconded by Councilmember Burrage.

The motion passed 7-0.

Motion 2 made by Councilmember Sheckler to enact Draft Ordinance No. 14-188 amending DMMC 17.35.190(2) to allow for ownership of environmentally critical area tracts by City-designated political subdivisions; seconded by Councilmember Burrage.

The motion passed 7-0.

Mayor Kaplan read Draft Ordinance No. 14-188 into the record.

PUBLIC HEARING/CONTINUED PUBLIC HEARING

Item 1: DRAFT RESOLUTION NO. 14-186, FIRST ADDENDUM TO THE AMENDED AND RESTATED SECOND DEVELOPMENT AGREEMENT FOR THE DES MOINES CREEK BUSINESS PARK
Staff Presentation: Management Consultant Grant Fredricks

Mayor Kaplan opened the Public Hearing at 7:56 p.m.

Management Consultant Fredricks gave a power point presentation to Council on the Des Moines Creek Business Park.

Mayor Kaplan asked 3 times if anyone wished to speak. Seeing none, Mayor Kaplan asked Council if they had any questions.

At 8:01 p.m. Mayor Kaplan closed the Public Hearing

Direction/Action

Motion made by Councilmember Sheckler to approve Draft Resolution No. 14-186 approving the first Addendum to the Amended and Restated Second Development Agreement with the Port of Seattle regarding the Des Moines Creek Business Park, and authorize the City Manager to sign the Addendum substantially in the form as provided; seconded by Councilmember Musser.

The motion passed 7-0.

At 8:02 p.m. Councilmember Sheckler left the meeting.

NEW BUSINESS

Item 1: GENERAL AND STREET FUNDS 2014 YEAREND/2015 PROPOSED REVENUE ESTIMATES
Staff Presentation: Finance Director Paula Henderson

Finance Director Henderson gave a power point presentation to Council on the general and street funds 2014 yearend/2015 proposed revenue estimates.

No formal action was taken.

Item 2: 2015 PRELIMINARY OVERVIEW OF GENERAL & STREET FUNDS
Staff Presentation: Finance Director Paula Henderson

Finance Director Henderson gave a power point presentation to Council on the 2015 preliminary overview of General and Street Funds.

No formal action was taken.

NEXT MEETING DATE

October 2, 2014 Regular City Council Meeting

ADJOURNMENT

Motion made by Councilmember Nutting to adjourn; seconded by Councilmember Pennington.
The motion passed 6-0.

The meeting was adjourned at 8:47 p.m.

Respectfully Submitted,
Bonnie Wilkins
City Clerk

MINUTES

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

February 12, 2015 – 7:00 p.m.

CALL TO ORDER

Mayor Kaplan called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Mayor Kaplan.

ROLL CALL

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

Councilmember Musser was absent.

Motion made by Councilmember Nutting to excuse Councilmember Musser; seconded by Councilmember Pennington.

The motion passed 6-0.

Staff present: Assistant City Manager Michael Matthias; City Attorney Pat Bosmans; Planning, Building and Public Works Director Dan Brewer; Chief of Police George Delgado; Community Development Manager Denise Lathrop; Surface Water Management Utility Manager Loren Reinhold; Marina Maintenance Manager Scott Wilkins; Finance Director Dunyele Mason; Project Manager Scott Romano; Parks, Recreation & Senior Services Director Patrice Thorell; City Clerk Bonnie Wilkins.

CORRESPONDENCE

There were no correspondences.

COMMENTS FROM THE PUBLIC

- Mary Ellen Stone, King County Sexual Assault Resource Center (KCSARC); thanked Council for their support.
- Oscar Haynes, 26207 21st Place S; soil test results for Landmarque Homes.
- Stephanie Slaughter; 26124 21st Place S; Lights at Landmarque Homes.

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Councilmember Pennington:

- Des Moines Historical Society Fundraiser:
 - o Maury Island Incident.
- Thanked the community for attending the meeting.

Councilmember Sheckler:

- Spent the last 2 weeks in Maui, had a great time!

Councilmember Burrage:

- Economic Development Element of Comp Plan:
 - o Apologized if there was any mis-understanding:
 - Was trying to say that people could mis-interpret what our intentions are with the way it is worded.
 - o Hopes it can be re-worded to make it clearer.
- Invite everyone to attend a Sexual Grooming Forum:
 - o March 9th at Kent Senior Center.
 - o Free to public.
- North Hill Community Club:
 - o New furnace.
 - o Guest speaker, Nikole Coleman.
- Public Safety & Transportation Committee:
 - o Looked at ways staff is prioritizing nuisance properties.

Mayor Pro Tem Pina:

- Destination Des Moines meeting.
- Invited the public to meet with Council with any issues/concerns they might have.
- Maury Island Event at Mt. Rainier High School:
 - o Nice venue.
 - o Great story.
- Finance & Economic Development Committee:
 - o Community Commercial Zones.
 - o 2015 Comp Plan Periodic Updates.

Councilmember Nutting:

- No report.

PRESIDING OFFICER'S REPORT

- Met with residents of South Shores Condominium.
- Testified in Olympia on Tideland Lease Bill.
- Met with the Acting Director of Sound Transit.
- Hoisted the 12th man flag at Highline College.
- South King Fire & Rescue:
 - o Bond Request.
- State Route 509:
 - o Senate introduced bill.
- Marina District:
 - o Met with citizens who want to help in any way they can.
- National Little League:
 - o Possible baseball tournament.
- Asia Pacific New Year's Celebration.
- Presentation to General Services Administration:
 - o FAA.
 - Possibly locating office building in Des Moines Business Park.
- Highline MaST Center:
 - o Welcome to Redondo meet and greet.
- Environment Committee Meeting:
 - o Surface Water Management Comp Plan Amendments.
 - o Southwest Suburban Sewer Comp Plan.

- o FEMA Flood Plain Management.
- Pacific Middle School Washington State Future City Regional Competition.
 - o Students off to Nationals.
- *Public Health Insider* recognition.
 - o Re-vamped K-Fit Program.
 - o Thanked Parks & Recreation for their participation.
- Police Department:
 - o Adopt a Dog Walker Watch Program.
- Destination Des Moines:
 - o Looking for additional sponsors and volunteers.
- Public Safety & Transportation Committee:
 - o Alignment for Barnes Creek Trail.
 - o Accepted Staff's recommendation.

ADMINISTRATION REPORT

CONSENT AGENDA

- Item 1: APPROVAL OF VOUCHERS
Motion is to approve for payment vouchers and payroll transfers included in the attached list and further described as follows:
Claim Checks: \$2,154,502.60
Payroll Fund Transfers: \$427,274.84
Total Certified Wire, Transfers, Voids, A/P and Payroll Vouchers: \$2,581,777.44
- Item 2: PURCHASE OF NEW ELECTRONIC FUEL SYSTEM FOR PUBLIC WORKS SERVICE CENTER
Motion is to authorize the purchase of the Electronic Fuel System identified in Attachment 1 from Northwest Pump and Equipment Co. in the amount of \$58,987.42 plus sales tax, and authorize the City Manager or his designee to sign the purchase order substantially in the form as submitted.
- Item 3: 2015 VEHICLE PURCHASES
Motion is to authorize the City Manager or his designee to purchase the vehicles and equipment as identified in Attachment 1.
- Item 4: SURPLUS PROPERTY – VEHICLES AND EQUIPMENT
Motion is to adopt Draft Resolution No. 15-013 declaring certain vehicles and equipment identified in attachment 1 as surplus and authorize disposal of said surplus vehicles and equipment by auction or trade-in.
- Item 5: REQUEST FOR AUTHORIZATION TO DISPOSE OF SURPLUS PROPERTY – 1971 36' FAIRLINER
Motion is that City Council declare the 1971 Fairliner Cabin Cruiser (hull number WAZ1626A1971) surplus to the City's needs and direct staff to dispose of it in the most cost effective manner.

Direction/Action

Motion made by Councilmember Nutting to approve the consent agenda; seconded by Mayor Pro Tem Pina.
The motion passed 6-0.

Mayor Kaplan took New Business Item #1 before Public Hearing Item #1

NEW BUSINESS

Item 1: DRAFT STORMWATER COMPREHENSIVE PLAN BRIEFING
Staff Presentation: Surface Water Management Utility Manager
Loren Reinhold

Surface Water Management Utility Manager Reinhold gave a power point presentation to Council and introduced Austin Fisher and Julie Grant, from Parametrix, and John Ghilarducci, with FCS Group, who also presented on the item.

No formal action was taken.

Item 2: DES MOINES BEACH PARK DINING HALL REHABILITATION PROJECT –
ADDITIONAL FUNDING
Staff Presentation: Planning, Building and Public Works
Director Dan Brewer

Planning, Building and Public Works Director briefed Council on the status of the project.

Direction/Action

Motion made by Councilmember Sheckler to approve an additional \$91,000.00 for the Des Moines Beach Park Dining Hall Restoration Project; motion died for a lack of a second.

Motion made by Mayor Kaplan to approve an additional \$61,000.00 for the Des Moines Beach Park Dining Hall Restoration Project; seconded by Councilmember Sheckler.

The motion passed 6-0.

Motion made by Mayor Kaplan to direct Administration to submit a CIP budget amendment for the Des Moines Beach Park Dining Hall Rehabilitation Project for this additional funding; seconded by Councilmember Nutting.

The motion passed 6-0.

At 8:48 p.m. Council took a 12 minute break and resumed the meeting at 9:00 p.m.

At 8:48 p.m. Councilmember Sheckler left the meeting.

PUBLIC HEARING/CONTINUED PUBLIC HEARING

Item 1: PUBLIC HEARING TO CONSIDER ZONING CODE AND DEVELOPMENT
REGULATIONS FOR THE COMMUNITY COMMERCIAL (C-C) ZONED
PROPERTIES IN THE AREA ALONG PACIFIC HIGHWAY SOUTH BETWEEN
SOUTH 252ND STREET AND SOUTH 272ND STREET
Staff Presentation: Community Development Manager
Denise Lathrop

Mayor Kaplan opened the Public Hearing at 9:01 p.m.

Community Development Manager Lathrop gave a power point presentation to Council.

Mayor Kaplan asked 3 times if anyone wished to speak. Seeing none, Mayor Kaplan asked Council if they had any questions.

At 9:05 p.m. Mayor Kaplan closed the Public Hearing.

Direction/Action

Motion 1 made by Mayor Pro Tem Pina to suspend Rule 26(a) in order to enact Draft Ordinance No. 14-240 on first reading; seconded by Councilmember Nutting. The motion passed 5-0.

Motion made by Mayor Pro Tem Pina to enact Draft Ordinance No. 14-250 amending the Community Commercial Zone and making other related amendments to Title 18, Zoning Code and amending DMMC 18.52.010B, 18.110.050, 18.110.060, 18.110.080, 18.195.290, 18.210.090 and 14.05.130 and repealing DMMC 18.110.070 and section 271 of Ordinance No. 1591; seconded by Councilmember Nutting.

Motion made by Councilmember Burrage to move Amendment 1 adding the words "commercial and" before "higher density" on the 1st line of the 3rd recital and striking references to light rail stations at South 260th and 272nd Streets on page 2; agreeable both to the maker and seconder of the motion.

Motion made by Councilmember Burrage to move Amendment 2 deleting the 6th recital on page 2; agreeable both to the maker and seconder of the motion.

Motion made by Councilmember Burrage to move Amendment 3 adding a new recital expressing Council intent to limit the number of regional non-profit facilities along Pacific Highway South to those being currently constructed or under permit review as of the effective date of this ordinance; agreeable to both the maker and seconder of the motion.

Motion made by Councilmember Burrage to move Amendment 5A amending Sec. 1, Commercial Use Chart adding a limitation which limits non-profit Hospitals (mental and alcoholic) to those that are already permitted by June 30, 2015 and Amendment 5B amending Sec 1, Commercial Use Chart adding a limitation which limits non-profit Health Care and Social Services to those permitted by June 30, 2015.

Mayor Kaplan offered a friendly amendment to change the effective date to the date of the Ordinance; acceptable to both the maker and seconder of the motion.

Motion made by Mayor Kaplan to move to Amendment 5C amending Sec. 1, Commercial Use Chart adding a limitation to non-profit community care centers or facilities to those permitted by the effective date of the ordinance; agreeable to the maker and seconder of the motion.

Motion made by Councilmember Burrage to move Amendment 6 amending Sec. 1, Commercial Use Chart Limitation 20, to allow public automobile parking through 2020; not acceptable to the maker and the seconder of the motion.

Motion made by Councilmember Burrage to move Amendment 7 amending Sec. 1, Commercial Use Chart Limitation 21 (a), to reduce required retail space for bakeries and confectioneries from 25% to a minimum of 10%; acceptable to the maker and the seconder of the motion.

Motion made by Councilmember Burrage to move Amendment 8B amending Section 7 by increasing the currently required number of parking spaces for personal services and retail, other to one parking space per 250 sf of gross floor area; agreeable to the maker and the seconder of the motion.

Motion made by Mayor Kaplan to move Amendment 9 eliminating Mixed Use as a permitted use in the C-C Zone; agreeable to the maker and the seconder of the motion.

The motion as amended passed 5-0.

Mayor Kaplan read Draft Ordinance No. 14-250, as amended, into the record.

NEXT MEETING DATE

March 5, 2015

ADJOURNMENT

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

The meeting was adjourned at 9:21 p.m.

Respectfully Submitted,
Bonnie Wilkins
City Clerk

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Amendment to Contract for Public Defense Services

FOR AGENDA OF: June 25, 2015

ATTACHMENTS:

1. Proposed Amendment
2. Letter from Public Defender Codd
December 29, 2014
3. Letter from Public Defender Greenwood
June 16, 2015
4. Public Defender Services Agreement
December 2, 2011

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: June 18, 2015

CLEARANCES:

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

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this report is to seek City Council approval of an amendment to the Public Defender Services agreement between the City and Julie Codd and Tracy Greenwood to increase compensation for defense services at the South Correctional Entity (SCORE) from \$1,200/month to \$2,000/month for the remainder of 2015.

Suggested Motion

Motion: I move to approve the Amendment to the Public Defender Services Agreement between the City and Julie Codd and Tracy Greenwood to increase the compensation for defense services at SCORE from \$1,200/month to \$2,000/month and to authorize the City Manager to sign the Amendment substantially in the form as attached.

Background

In December of 2014, the public defense attorneys who provide services for the City of Des Moines contacted the City Manager regarding their current contract to represent defendants at SCORE (attachment 2). The original contract was signed in 2011 and is effective from 2012-2015. At the time of execution of the Agreement, the SCORE facility was new in operation and the time that would be required to adequately provide legal services to defendants was relatively unknown. The original

Agreement estimated that the defense attorneys would spend one hour per day at SCORE. The Agreement provides for compensation of \$55 per day (\$1,200 per month).

Discussion

When the Agreement was first signed it was anticipated that SCORE cases would be limited to first appearances. Through a change in the Municipal Court policy, all cases can now be heard at SCORE including pre-trials and sentencing matters, both of which require a lengthy amount of time spent with a defendant. Additionally, as the SCORE facility has grown it has contracted with more jurisdictions and increased the daily population. This has resulted in a greater use of the video courtrooms which has resulted in delays. These examples as well as other issues (attachment 3) have resulted in the City's public defenders routinely spending more time than was originally estimated when the 2011 Agreement was signed. As a result, based on a recent calendar, the public defender at SCORE earned roughly \$9.16 per hour for her attorney services that day. A recent Supreme Court case as well as statewide Public Defense Standards considers compensation a factor when determining proper and effective representation.

The proposal to raise the compensation to \$2,000 a month would equal \$92 per day for public defense services at SCORE. This is comparable to what other jurisdictions pay for the same services.

Financial Impact

The current Agreement expires at the end of 2015. This Amendment would increase the cost to the City \$800 per month for the next six months. The total financial impact of approving this Amendment would be \$4,800.

Recommendation or Conclusion

It is the recommendation of the City Manager to approve this item.

**CONTRACT AMENDMENT/ADDENDUM FORM****CONTRACT FOR PUBLIC DEFENDER SERVICES BETWEEN
THE CITY OF DES MOINES AND JULIE CODD AND TRACY GREENWOOD**

THIS AMENDMENT/ADDENDUM is entered into on this 1st day of July, 2015, pursuant to that certain Contract entered into on the 2nd day of December, 2011, between the **CITY OF DES MOINES, WASHINGTON** (hereinafter "City"), and **Julie Codd and Tracy Greenwood**, (hereinafter "Attorneys"),.

The parties herein agree that the Contract dated December 2nd, 2011, shall remain in full force and effect, except for the amendments/addendums set forth as follows:

I) **SECTION 6 (c)** of the Contract dated December 2nd, 2011, is hereby amended to read as follows:

(c) The City shall pay Attorneys an additional ~~\$1,200-~~ \$2,000 a month for video court public defender services to defendants charged under ordinances of the City or state misdemeanor or gross misdemeanor statutes who are detained at the South Correctional Entity ("SCORE"). Public defense services will be provided in a manner consistent with the accepted practices for similar services, performed to the City's satisfaction and in conformance with WSBA's standards for the provision of public defense services as codified in the Rules for Professional Conduct and the Des Moines Municipal Code as now existing or hereafter adopted or amended.

Except as modified hereby, all terms and conditions of contract dated December 2nd, 2011, remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Addendum as of the date first above written.

Ms. Julie Codd: By: _____ (signature) DATE: _____ Ms. Tracy Greenwood: By: _____ (signature) DATE: _____	CITY OF DES MOINES: By: _____ (signature) Print Name: <u>Anthony A. Piasecki</u> Its <u>City Manager</u> (Title) DATE: _____ Approved as to form: _____ City Attorney DATE: _____
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December 29, 2014

Tony Piasecki
Des Moines City Manager
21630 11th Avenue South, Ste. A
Des Moines, WA 98198

Re: Public Defense Services - SCORE contract

Dear City Manager:

As you know, Tracy Greenwood and I are the public defenders for the City Of Des Moines Municipal Court. We have been performing public defense services at SCORE since 2012.

Because of the recent case of *Wilbur v. Mt. Vernon* and the drastic changes it is making to the public defense system, we are requesting an increase in our SCORE contract so that it is more in keeping with *Wilbur* and to make certain it would withstand OPD scrutiny.

Currently, we are on call 5 days a week and handle between 15-20 defendants/cases per week at SCORE. We entered the contract with the understanding it would be first appearances only, however, now it has gone from first appearances only to pre-trials, probation violations, warrant quashing, and pleas and sentencing matters.

Under the contract we signed back in 2012 when the jail first opened, we receive \$1200 per month for these services, or \$14,400 per year. This breaks down to \$276 per week (\$14,400/52) and \$55 per day. Our "budget" for each score appearance is 1 hour of attorney time so this compensation is not adequate.

Part of the *Wilbur* decision made it clear that appropriate compensation to public defenders is a factor to consider in determining proper and effective representation. If compensation is too low, that's a red flag.

We are requesting an increase to \$2000 per month. This breaks down to \$461 per week, or \$92 per day. This amount is consistent with what we used to bill when we were on call every day and the court would transport defendants directly to the court (\$95). Since Score has opened, this sort of transport is a rarity. The \$92 is also about one-half of what the Judge imposes as a public defender recoupment fee (\$180).

December 29, 2014
Tony Piasecki
Page Two

The increase we are asking for is also inline with comparable jurisdictions. The Tukwila court is probably the closest comparison in numbers and they are currently paying \$2000 per month to their public defenders for SCORE. The Seatac court also pays \$2000 per month for their defenders.

If there is any other information we can provide, please let me know. I can try to get other compensation numbers from other jurisdictions if needed.

Sincerely,

JULIE M. CODD
Jmc:pw

June 16, 2015

Tony Piasecki

Des Moines City Manager

21630 11th Avenue South, Ste. A

Des Moines, WA 98198

RE: SCORE CONTRACT

Dear City Manager:

Per your request I am supplementing the letter from Ms. Codd dated 12/29/15 regarding an increase in pay for SCORE appearances on behalf of the Des Moines court.

Ms. Codd and I have appeared on call Monday through Friday since 2012 for the SCORE in custodies who are not transported to court. When we started this service, the SCORE facility had just opened and there were only a few courts appearing via video. It was anticipated that we would be hearing cases of first appearance and we would be on camera by 8:45 and out by 9.

In fact our average time in and out of video court is 1 hour, but frequently it is more. This hour includes time spent in the video area, but not the time spent in preparation for court or transport to and from court. The average time is an hour, and is typically so regardless of how many clients are seen on any particular day. A day with only one client seen could take an hour, and a day with 4-6 clients could also take the same time. Many factors affect how long we spend at the jail working this calendar.

Unlike many courts that have video calendars, we do not have a specific arraignment calendar or a specific pretrial calendar. All our matters are heard on the same calendar. We receive that information on the day of the calendar and so we must prepare as quickly as possible in the morning either when we arrive or at the office prior to arriving. Often we must email or call the prosecutor to negotiate the pretrial offers, and we must prepare the pretrial pleas or trial sets for the clients prior to speaking with them.

This preparation can take over an hour depending on how many offers there are. Another factor that can affect the time we spend at SCORE is waiting for our clients to be brought out. Some are housed in different locations in the jail, and sometimes we have to leave the video area to talk to a client who is on suicide watch or in a medical unit. Some clients are dangerous and have to be accompanied by more than one officer and we have to wait for officer availability before meeting with such a client.

Often we have interpreter matters that take much longer than those without, and often we have technical problems with the printer, the camera or the audio.

Since we started this work, more cities are using video court from SCORE and the rooms can be packed. The jail staff and the attorneys are constantly sharing rooms when calendars go over their allotted time, and juggling for places to stage and to meet with the clients.

Finally, when we started this work we had a clerk meet us there every day. Now for most calendars, we do all the paperwork for the clients. After the cases are done we have the clients sign their paperwork, return it to the court, and make the appropriate copies for the jail staff for the client's release.

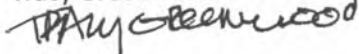
Last Friday is a good example of a fairly busy day at jail. I had eight clients. I received the email with the calendar, police reports and so on at 6:45 and arrived at the jail at 7:50. Things went fairly smoothly, only one paper jam and a few audio issues. We lost one client for a while, and the interpreter did not show up. After all 8 cases were heard I spent 15 -20 minutes finishing up the paperwork and answering any questions the clients had about what the judge had decided. I left the jail at 10 am. With prep time this was at least two and a half hours, with drive time it was closer to three. For this Julie and I are compensated at \$55.00 per day, split between two attorneys. On this day my personal compensation for this work was approximately, \$9.16 an hour. Though a more typical day takes from an hour to an hour and a half, this is not at all unusual, especially on a Monday or a day after a holiday weekend.

Under the scrutiny of the public defense compensation put into motion by Wilbur, this could be a potential red flag.

Ms. Codd and I work hard and do our best to be prepared, efficient and professional under conditions that are often not "ideal". It is our pleasure and honor to represent the city in this work and in this contract. In keeping with Wilbur and most likely with the compensation other attorneys are getting for similar work, we are asking for a modest increase in salary effective July 1 2015.

Sincerely,

Tracy Greenwood



Julie Codd

CC: Tim George

**AGREEMENT FOR PUBLIC DEFENDER SERVICES
FOR DES MOINES MUNICIPAL COURT**

THIS AGREEMENT is made and entered into this 2nd day of December, 2011, by and between the City of Des Moines, a municipal corporation of the State of Washington, herein referred to as "City" and Julie Codd and Tracy Greenwood, herein referred to as "Attorneys."

In consideration of the covenants and conditions herein, the parties agree as follows:

Section 1. Purpose. The purpose of this Agreement is to retain Attorneys to provide representation to indigent criminal defendants charged under ordinances of the City or State misdemeanor statutes who qualify for assigned counsel in the Des Moines Municipal Court.

Section 2. Services.

(a) **Scope of Service.** Attorneys shall provide legal representation for each eligible defendant from the time of court appointment for assigned counsel through trial, sentencing, and review.

(b) **Number of Attorneys.** The Attorneys will provide an adequate number of defense counsels to efficiently manage each court calendar, in a manner that avoids unnecessary delay in completing the calendar. The attorneys will ensure that multiple defense counsels are present whenever the court's calendar necessitates the presence of more than one attorney to effectively and efficiently manage the calendar.

(c) **Screening.** Determination of indigency for eligibility for appointed counsel under this agreement shall be determined by an independent screening process established by the City. Should the Attorney performing the screening determine a defendant is not eligible for assigned counsel, the Attorney shall so advise the Des Moines Municipal Court.

(d) **Twenty-Four Hour Telephone Access.** The Attorneys shall provide to the Des Moines Police Department a telephone number or numbers at which an attorney can be reached twenty-four (24) hours each day for advice to defendants during the course of police investigations or arrests for violations of law.

(e) **Associated Counsel.** Any counsel associated with or employed by the Attorneys shall have the authority to perform the services outlined herein. The Attorneys and all associated counsel shall be admitted to practice in the State of Washington pursuant to the rules of the Supreme Court of the State of Washington and will meet the requirements of Section 3 of this Agreement.

(f) **Insurance.** Attorneys shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to person or damage to property which may arise from or in connection with the performance of the work hereunder by Contractor. Attorneys shall obtain and maintain Professional Liability insurance appropriate to Attorneys' profession. Professional Liability insurance shall be written with limits no less than \$500,000 per claim and \$1,000,000 policy aggregate limit. Attorneys' insurance shall be primary insurance as respects the City. Attorneys' insurance coverage shall not be cancelled except after thirty (30) days prior written notice to the City by certified mail, return receipt requested. Attorneys shall furnish the City with written certificates evidencing compliance with insurance requirements within 30 days of commencement of work.

Section 3. Professional Requirements.

(a) The Attorneys shall be admitted to practice law before the courts of record for the State of Washington. The Attorneys must immediately report to the City any change affecting the maintenance of their membership in good standing with the Washington State Bar Association.

(b) The Attorneys shall comply with the Rules of Professional Conduct and be subject to ethics laws and rules applicable to being an officer of the court.

(c) The Attorneys agree not to participate in any matter in which they participated personally and substantially as a prosecutor, public officer or employee, or where there exists an actual or apparent conflict of interest detrimental to the Defendant. (Reference Rules of Professional Conduct 1.10 and 1.11)

Section 4. Non –Exclusive Contract. This shall be a non-exclusive contract as to the parties. The City reserves the right to contract for additional defense attorneys in the future should the City deem it to be warranted or desired.

Section 5. Client Contact. Attorney shall initiate contact with the client within five (5) days of receiving the appointment by the Des Moines Municipal Court.

Section 6. Compensation. As used below, payment to "Attorneys" means a single payment and not a payment to each attorney.

(a) The City shall pay to the Attorneys for services rendered under this Agreement, a flat rate of \$6,800 per month for the period of January 1, 2012 through December 31, 2015. This contract contemplates regularly scheduled Court hearings to occur at the following times and thus court hearings scheduled at these times will not be subject to payment of additional compensation: 1) every Wednesday morning afternoon, and Thursday morning 2) two (2) days per month for scheduled jury trials. The Court may schedule additional court days

with 30 days written notice to the Attorneys, or upon such shorter time upon agreement by the Attorneys., Attorneys shall be compensated an additional \$300 per half day calendar and \$580 per full day calendar for such additional court days.

- (b) The City shall pay an additional \$300 for each scheduled arraignment calendar in which the Public Defender appears. The arraignment calendar is held one day a week. There are 40 scheduled arraignment calendars held on a Thursday per year. There are 12 arraignment calendars held on a Wednesday per year. The additional 12 arraignment calendar will only be charged at the rate of \$150 per calendar.
- (c) The City shall pay Attorneys an additional \$1,200 a month for video court public defender services to defendants charged under ordinances of the City or state misdemeanor or gross misdemeanor statutes who are detained at the South Correctional Entity ("SCORE"). Public defense services will be provided in a manner consistent with the accepted practices for similar services, performed to the City's satisfaction and in conformance with WSBA's standards for the provision of public defense services as codified in the Rules for Professional Conduct and the Des Moines Municipal Code as now existing or hereafter adopted or amended.
- (d) The City shall pay an additional \$95 for first appearance hearings for inmates physically transported to court. These inmates are transported on Monday, Tuesday and Friday. Attorneys shall contact the court by 8 AM each Monday, Tuesday and Friday to determine whether or not the Attorneys are required to appear for that day. It is contemplated by this contract that any such appearance by Attorneys shall commence at 9 AM for one hour. Unless other arrangements have been made between the parties.
- (e) The City shall pay an additional \$500 per RALJ appeal to the Superior Court in which a brief has been filed by the Attorneys, which sum is over and above all compensation paid for legal services before the Court.

Section 7. Billing. Attorneys shall submit monthly billing statements to the City for the monthly installment set forth in Section (6), above.

Section 8. Attorney Responsible for Taxes. Attorneys shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment for services rendered under this Agreement.

Section 9. Business License. Attorneys shall apply for and obtain a business license from the City of Des Moines to conduct business in the City.

Section 10. Independent Contractor/Conflict of Interest. It is the intention and understanding of the parties that the Attorneys shall be independent contractors and that the City shall be neither liable nor obligated to pay Attorneys sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. Attorneys shall pay all income and other taxes as due. Industrial or any other insurance which is purchased for the benefit of the City, regardless of whether such insurance provides a secondary or incidental benefit to the Attorneys, shall not be deemed to convert this Agreement to an employment contract. It is recognized that the Attorneys may or will be performing professional services during the term of this Agreement for other parties, however, such performance of other services shall not conflict with or interfere with Attorneys ability to perform the services under this Agreement. Attorneys agree to resolve any such conflicts of interest with regard to the performance of professional services in favor of the City.

Section 11. Indemnification.

(a) **Attorneys Indemnification.** Attorneys agree to indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representative, arising from, resulting from, or connected with the Agreement to the extent caused by the negligent acts, errors or omissions of the Attorneys, his partners, shareholders, agents, employees, or by the Attorneys breach of this Agreement. Attorneys indemnification shall not limit the amount of damages, compensation or benefits payable to or by any third party under worker's compensation acts, disability benefit acts or any other benefits, acts or programs.

(b) **City Indemnification.** The City agrees to indemnify and hold the Attorneys, their officers, directors, shareholders, partners, employees, and agents harmless from any and all claims, demands, losses, actions and liabilities (including costs and attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent solely caused by the negligent acts, errors, or omissions of the City, its employees or agents.

Section 12. Discovery provided. The City shall, at no cost to the Attorneys (Public Defender) provide hard copies or electronic access to discoverable material in possession or control of the prosecution.

Section 13. Standards for Public Defense Services. Attorneys shall comply with the standards for public defense services as may be adopted by the City pursuant to Chapter 10.101 RCW. Including compliance with indigent defense standards as adopted by the Office of Public Defense.

Section 14. Assignment. Neither the Attorneys nor the City shall have the right to transfer or assign, in whole or part, any or all of its obligations and rights herein without the prior written consent of the other Party.

Section 15. Dispute Resolution. In the event of a dispute under the terms of this Agreement, the Parties agree to the following dispute resolution process:

(a) The City Manager and the Attorneys shall meet to discuss the dispute and attempt to resolve the matter.

(b) In the event the dispute is not resolved by the City Manager and the Attorneys, the parties agree to forward the dispute to Mediation/Arbitration.

(1) First to settle the dispute in an amicable manner by mediation administered by a mediator. The mediator may be selected by agreement of the parties or through the American Arbitration Association.

(2) Following mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through arbitration which shall be conducted under the American Arbitration Association's Arbitration Rules. The arbitrator may be selected by agreement of the parties or through the American Arbitration Association. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

Section 16. Term. This Agreement shall expire December 31, 2015, unless this Agreement is terminated as provided herein.

Section 17. Termination. This Agreement may be terminated by either Party without cause by providing thirty (30) day's written notification.

Section 18. Notice. Notice given pursuant to this Agreement shall be given in writing to the Parties as follows:

Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage paid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

Notice given pursuant to this Agreement shall be given in writing by directing it to: the City Manager, Des Moines City Hall, 21630 11th Ave. S., Suite C, Des Moines, WA 98198-6398, or to the Attorneys addressed to such address as the Attorneys may request.

Section 19. Amendments/Authorization for Additional Services. This Agreement may be modified or amended and additional services or treatments may be authorized during the term of this Agreement upon the mutual written consent of the Parties. The Parties shall review this Agreement after six (6) months of operation to determine whether any additional terms should be added to the Agreement and on what basis.

Section 20. Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competitive jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

Section 21. Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

Section 22. Waiver. The waiver by either Party of any breach of any term, condition, or provision of the Agreement shall not be deemed a waiver of such term, condition, or provision or any subsequent breach of the same or any condition or provision of this Agreement.

Section 23. Captions. The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

Section 24. Time of Essence. Time is of the essence for each and all of the terms, covenants, and conditions of this Agreement.

Section 25. Concurrent Originals. This Agreement may be signed in counterpart originals.

Section 26. Ratification and Confirmation. Any acts consistent with the authority and prior to the effective date of this Agreement are hereby ratified and confirmed.

Section 28. Subsequent Change in Law. The Parties recognize that this Agreement is governed by the Revised Code of Washington and rules promulgated by the Washington Supreme Court and applicable court decisions and therefore, agree that

Agreement for Public Defense Services
Page 7

any modifications and/or amendments to the law or court rule or court decisions during the term of this Agreement will control.

IN WITNESS, the parties below execute this Contract, which shall become effective on the last date entered below.

Ms. Julie Codd By: <u>Julie M. Codd</u> (signature) DATE: <u>12/2/2011</u> Ms. Tracy Greenwood By: <u>Tracy Greenwood</u> (signature) DATE: <u>12/5/2011</u>	CITY OF DES MOINES: By: <u>[Signature]</u> (signature) Print Name: <u>Anthony A. Piasecki</u> Its <u>City Manager</u> (Title) DATE: <u>12/8/11</u> AS APPROVED BY THE CITY COUNCIL ON: <u>12/1/11</u> Attest: <u>[Signature]</u> City Clerk DATE: <u>12-8-11</u> Approved as to Form: <u>[Signature]</u> City Attorney DATE: <u>12/7/2011</u>
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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: Tree Initiative

FOR AGENDA OF: June 25, 2015

ATTACHMENTS:

DEPT. OF ORIGIN: Legal

1. Draft Resolution No. 15-111
2. David C. Elliott's Complete Initiative Filed May 26, 2015
3. City Attorney's Certificate of Review, June 10, 2015 (Exhibits 1-9 can be seen at <http://wa-desmoines.civicplus.com/DocumentCenter/View/2072>)
4. June 17, 2015 Response Packet from David C. Elliott
5. City Attorney's Response to the Packet from David C. Elliott Received by the City Attorney on June 18, 2015

DATE SUBMITTED: June 18, 2015

CLEARANCES:

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

APPROVED BY CITY MANAGER
FOR SUBMITTAL 

Purpose and Recommendation

To grant the City Attorney authority to commence legal action in King County Superior Court to halt the proposed Tree Initiative.

Suggested Motion

Motion: "To enact Draft Resolution No. 15-111, authorizing the City Attorney to commence legal action in King County Superior Court to halt the proposed Tree Initiative."

Background On May 26, 2015 David C. Elliott filed a complete Initiative (hereinafter "Tree Initiative") with the City (Attachment 2). The City Attorney prepared a Certificate of Review (Attachment 3, **(See Exhibits 1-9 at <http://wa-desmoines.civicplus.com/DocumentCenter/View/2072>)** and presented it to Mr. Elliott on June 10, 2015. On June 17, 2015 Mr. Elliott filed a second amended Tree Initiative Packet (Attachment 4) with the City. On June 18, 2015 the City Attorney prepared the "City Attorney's Response to the June 17, 2015 Packet from David Elliott" (Attachment 5), which will be provided to Mr. Elliott on June 19, 2015.

Mr. Elliott seeks to have Ordinance No. 1611 – the Tree Ordinance - amended through the initiative process.

Discussion A discussion of the law regarding the Growth Management Act regulations and the initiative process was provided to Mr. Elliott in the City Attorney's Certificate of Review. The case law is clear that the initiative process is not available for matters which are governed by the Growth Management Act. The City's Tree Ordinance is one of the regulatory ordinances adopted by the City in accordance with the Growth Management Act.

Recommendation or Conclusion Enact Draft Resolution No. 15-111.

CITY ATTORNEY'S FIRST DRAFT 06/18/2015**DRAFT RESOLUTION NO. 15-111**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, relating to an initiative petition (hereinafter "Tree Initiative") filed with the City Clerk regarding Ordinance No. 1611 and authorizing the City Attorney to commence legal action in King County Superior Court to halt the proposed Tree Initiative.

WHEREAS, the City of Des Moines is a non charter code city operating pursuant to chapters 35A.02 and 35A.13 RCW, and

WHEREAS, the City has adopted the Initiative and Referendum Powers in chapter 1.16 DMMC, and

WHEREAS, the power of initiative is limited by statute and case law, and

WHEREAS, regulations under the authority of the Growth Management Act are not subject to the initiative; and

WHEREAS, the City Attorney seeks authority to halt the Tree Initiative through an action to be filed in King County Superior Court; now therefore,

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

Sec. 1. On May 26, 2015 the Petition for Tree Initiative regarding the Ordinance No. 1611 was filed with the City Clerk by David Elliott;

Sec. 2. On May 27, 2015 the City Clerk submitted the Tree Initiative to the City Attorney for review;

Sec. 3. On June 10, 2015 the City Attorney met with Mr. Elliott and provided him with the City Attorney's Certificate of Review and nine exhibits and opined that Ordinance 1611 was not subject to the initiative powers because Ordinance 1611 was enacted under the authority of the Growth Management Act as set out in the City Attorney's Certificate of Review; and

Resolution No. ____
 Page 2 of ____

Sec. 4. Authority of City Attorney Based on the opinion of the City Attorney as established in the City Attorney's Certificate of Review and further review of applicable case law, the City Attorney seeks authority to issue a ballot title and summary and then file an action in King County Superior Court to enjoin the placing of the Tree Initiative on a ballot.

Sec. 5. By the adoption of this Resolution the City Attorney is hereby authorized and directed to prosecute the action in a manner provided by law to enjoin the Tree Initiative from being placed on a ballot as the Tree Initiative is legally invalid.

Sec. 6. Passage of this Resolution, absent amendments, will be taken as approval for the City Attorney to seek relief in the King County Superior Court.

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

 M A Y O R

APPROVED AS TO FORM:

 City Attorney

ATTEST:

 City Clerk

6/19/15 9:38 AM

Initiative to People of Des Moines

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON revising and updating City of Des Moines regulations relating to the cutting, trimming and removal of trees on private developed sites, private undeveloped sites, public properties, City-owned property and right-of-way, and environmentally critical areas; adding and codifying a new chapter entitled "Trees" to Title 16, amending chapters 14.20, 16.01, and 18.195 of the Des Moines Municipal Code (DMMC) to add new definitions and development regulations, repealing DMMC 18.195.130 and section 424 of Ordinance No. 1591.

WHEREAS, On November 6, 2014 the City Council of the City of Des Moines adopted Ordinance 14-043 (Trees), later codified as Chapter 16.25 of the DMMC and

WHEREAS, Ordinance 14-043 and now the DMMC imposes severe constraints on tree cutting and trimming in residential areas including excessive permit and processing costs, and

WHEREAS, Ordinance 14-043 and now the DMMC fails to recognize that in Des Moines tree trimming and cutting is largely routine vegetation maintenance performed to maintain quality of life that is performed periodically, and

WHEREAS, The drafters of Ordinance 14-043 did not produce facts to show a public problem that needs to be eliminated or a public benefit to the ordinance.

WHEREAS, this initiative complies with the Growth Management Act, and

WHEREAS, The people of the City of Des Moines are intelligent, independent, and capable of determining when and how to trim their own trees and have exercised prudent tree trimming practices for decades, frequently in coordination with their neighbors, now therefore,

WHEREAS,

THE CITY OF DES MOINES ORDAINS AS FOLLOWS:

Chapter 16.25 Trees shall be amended as follows:

Sec. 1. Title. This chapter shall be entitled "Trees".

Sec. 2. Application. This chapter shall apply to the removal, cutting, and pruning of trees within the City of Des Moines.

Initiative

Page 2 of 15

Sec. 3. Purpose. These regulations are adopted to promote the public health, safety and general welfare of the citizens of Des

~~Moines, including minimizing erosion, siltation and water pollution, surface water and ground water runoff, risks of landslides, and the need for additional storm drainage facilities; preserving trees for the reduction of noise, wind protection, slope stabilization, animal habitat, and reduction in air pollution; removing dead, diseased, or hazardous trees; implementing the City's comprehensive plan; providing for the delivery of reliable utility service; and reasonable development of property.~~

Sec. 4. Authority. ~~This chapter is adopted pursuant to the authority set forth in chapters 36.70A, 36.70B and 36.70C RCW and other applicable laws. From and after March 19, 1976, the city shall have all the powers of a nonchartered code city under the council-manager plan of government and shall in all applicable respects be governed by the provisions of Title 35A RCW. [Ord. 385 § 3, 1976.]~~

Sec. 5. Permit - Requirements.

(1) ~~No tree permit, or grading and clearing permit~~ required. Except as otherwise provided in subsection (2) of this section, no tree permit, or grading and clearing permit is required to remove, cut, or prune trees on private developed, partially developed, or undeveloped lots as follows:

(a) ~~Trees located outside of environmentally critical areas, shoreline areas, and associated buffer areas as verified by the City or qualified professional;~~

(b) ~~Trees that are not part of a required landscaping area;~~
and

(c) ~~The total area to be cleared is less than 2,000 square feet; and~~

(d) ~~An exemption from a tree permit does not exempt a property owner from complying with policies, criteria and standards contained in this chapter or other applicable local, state or federal regulations or permit requirements.~~

(2) Tree permit required. Except as exempted in subsection (3) of this section, a tree permit is required to remove, ~~cut, or prune~~ trees as follows:

Initiative
Page 3 of 15

(a) Trees that are larger than small trees located within a critical area or shoreline area, or associated buffers.

(b) Trees located within a required landscaping area, unless replaced at a ratio of 2:1.

(c) Trees located On a private developed, partially developed, or undeveloped lot where the total area to be cleared is 2,000 square feet or greater.

(d) Trees located on City-owned property.

(e) Trees located on City right-of-way.

(3) Exemptions. The following situations are exempt from obtaining a tree permit that would otherwise be required under this section:

(a) ~~Dead, diseased or hazard trees, as determined and/or verified by the City or as determined by a certified arborist, that are located outside of critical areas, shoreline areas and associated buffers.~~

(b) Emergency. A tree may be removed without first obtaining a tree permit in an emergency situation involving immediate danger to life or property provided the City is notified within seven days of the tree being cut, is provided such additional information as the City requests in order to verify the emergency, and an-after-the-fact tree permit is obtained within twenty days following the cutting of the tree, if a permit would be have otherwise been required.

~~(c) Exemption from the permit requirements of this chapter shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this Code or any other laws or ordinances of the City.~~

~~(3) Other permits required. Other permits may be required as follows:~~

~~(a) Removing, cutting, Or pruning of trees located within environmentally critical areas or the associated~~

Initiative
Page 4 of 15

~~buffer shall be reviewed in accordance with the environmentally critical areas regulations codified in chapter 16.10 DMMC.~~

~~(b) Removing, cutting, or pruning of trees located within shoreline environments or the associated buffer shall be reviewed in accordance with the shoreline master program codified in chapter 16.20 DMMC.~~

~~(c) Removing, cutting, or pruning of trees in a required landscaping area are subject to the Landscaping and Screening provisions codified in chapter 18.195 DMMC, and/or the requirements identified on the Final Plat.~~

~~(d) Removing, cutting, or pruning of trees located within the City right of way shall be reviewed in accordance the Use and Maintenance of Public Rights of Way provisions codified in chapter 12.05 DMMC.~~

~~(e) Removal, cutting, or pruning of trees that results in a total area of disturbance greater than 2,000 square feet shall be reviewed in accordance with the land clearing, grading, and filling provisions codified in chapter 14.20 DMMC.~~

Sec. 6. Tree removal, cutting, and pruning limitations. In addition to the ~~Best Pruning Practices~~ **Tree Permit Requirements** provisions codified in section 7 5 of this Ordinance, the following limitations shall apply to removing, cutting, and pruning of trees:

(1) Trees on private developed, partially developed, or undeveloped lots. No limitations other than a tree permit ~~is~~ if required where the total area to be cleared is 2,000 square feet or ~~greater~~ smaller.

(2) Trees on City-owned property.

~~(a) Removal of dead, diseased or hazard trees as determined and/or verified by the City or as determined by a certified arborist,~~

~~(b) Removal of small trees,~~

Initiative

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~~(c) Tree pruning that does not remove more than 25 percent of a trees total leaf area.~~

There shall be no removal of significant trees, ~~provided unless that the removal of significant trees is subject to combined with tree replacement at a ratio of 3:1.~~

~~(3) Trees on City right of way. Tree pruning does not remove more than 25 percent of a trees total leaf area.~~

~~Sec. 7. Best pruning practices. Tree pruning shall conform to the International Society of Arboriculture standards, or other standards approved by the Department of Natural Resources (DNR) and the Department of Ecology (DOE), to maintain trees within environmentally critical areas and shoreline areas in a healthy and safe condition.~~

Sec. 8. Tree replacement.

(1) Replacement trees - Number. Any tree identified to be retained that is removed, destroyed or damaged shall be replaced by the applicant on the subject property at a ratio of ~~3~~ 2:1.

(a) Replacement trees shall be a minimum size of eight feet in height for evergreen trees, and two inches in caliper for deciduous, ~~and shall be approved by the Planning, Building and Public Works Department. The Planning, Building and Public Works Department~~ may approve smaller trees if it determines they are of specimen quality.

(b) Trees shall be provided in addition to any street trees required under chapter 12.15 DMMC. ~~The exact type and location of street trees shall be determined by the Planning, Building and Public Works Department.~~

(2) Maintenance of replacement trees. The applicant shall maintain all replacement trees in a healthy condition. The applicant shall be obligated to replant any replacement tree that dies, or becomes diseased.

Initiative
Page 6 of 15

Sec. 9. Tree removal permit - Application. An application for a tree permit shall be submitted on a form provided by the City and shall include the following information:

(1) General information.

(a) The applicant shall give the name, address and telephone number of the applicant and owner of the property and the street address;

(b) The applicant must provide information on the proposed location, species, diameter and number of trees proposed to be removed ~~cut or pruned~~; and

~~(c) The applicant must agree to pay all costs of cutting, pruning, removing debris, cleaning, and any traffic control needed.~~

(d) If the applicant is not the owner of the property, a ~~notarized~~ an authorization by the property owner consenting to the tree ~~cutting~~ removing activity shall be provided.

~~(2) Plan sheet specifications. All plan sheets will contain the following information:~~

~~(a) The date, basis, and datum of the contours, which shall be referenced to the City's network of benchmarks, if applicable;~~

~~(b) Date, north arrow, and adequate scale (1:10, 1:20, or 1:40) on all maps and plans;~~

~~(c) Contours will be at two foot contour intervals;~~

~~(d) Contact information for the applicant and the property owner, and legal description of the property;~~

(3) 2 Temporary Erosion and Sedimentation Control Plan.

(a) Sequence for tree removal ~~and other land-disturbing~~ activities;

Initiative
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(b) Schedule for installation and removal of all temporary erosion and sediment control measures, including vegetative measures; and

(c) An outline of the methods to be used in removing and disposing of trees. ~~clearing vegetation and disposing of the cleared vegetative matter.~~

~~(4) The applicant shall have an executed hold harmless and release agreement on a form approved by the City, indemnifying and releasing the City, its officials, officers, and agents from liability.~~

~~(5) Other information as deemed necessary by the code official.~~

(3) The Department of Planning Building and Public Works shall issue or deny, with reasons stated, a tree permit within 60 days of application, or a permit shall be deemed issued.

Sec. 10. Permit - Expiration - Extension.

(1) Except when specific time limits are set by the City Manager or the City Manager's designee, any permit granted under this chapter shall expire one year from the date of issuance.

~~(2) The City Manager or the City Manager's designee may set specific limits to the project commencement and/or completion for any reasonable purpose, including but not limited to environmental reasons or for coordination with other permitted site work.~~

(3) 2 Upon a showing of good cause, a permit may be extended for six months.

(3) Approved plans shall not be amended without authorization of the City Manager or the City Manager's designee.

Sec. 11 . Tree permit to be posted. No work shall commence until a permit notice has been posted on the subject site at a conspicuous location. The notice shall remain posted until the project has been completed.

Sec. 12. Fees. There shall be a fee assessed to compensate the City for the expense of reviewing and processing plans, conducting inspections, ~~providing for outside consulting services,~~ and the like. The fee shall be set by written

Initiative
Page 8 of 15

administrative directive and shall be related to the amount of anticipated service for the particular application. Fees for permits authorized under this chapter that are reviewed after the proposed site work has started will be assessed at twice the normal rate, except for emergency exemption established in section 5 of this Ordinance.

Sec. 13. DMMC 16.01.050 and section (5) of Ordinance No. 1583 are amended to add the following definitions:

~~"Certified arborist" means an individual who has achieved a level of knowledge in the art and science of tree care through experience and by passing a comprehensive examination administered by the International Society of Arboriculture or urban forestry program.~~

"Developed or partially developed lot" means a lot or parcel of land upon which a usable structure is located.

"Development" means any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, clearing, grading, paving, excavation, drilling operations or storage of equipment or materials located within the area of special flood hazard. Development does not mean trimming, pruning, cutting or removal of trees unless ancillary to development.

"Development activity" means any work, condition, or activity which requires a permit or approval under Titles 11, 12, 14, 16 (except 16.25 Trees), 17 or 18 DMMC.

"Environmentally Critical Areas". See "Critical areas."

"Land clearing" means the act of removing trees, ~~topping or destroying trees~~, topsoil, or ground cover from any undeveloped or partially developed lot, environmentally critical areas, shoreline environments, public lands, or public right-of-way to prepare for development or for timber.

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"Significant trees" means healthy evergreen trees twenty-four ~~six~~ inches (6" 24") in diameter or greater as measured at fifty-four inches (54") above the ground, and healthy deciduous trees (excluding maples, alders, European ashes, cottonwoods and willows) ~~eight~~ eighteen inches (8" 18") in diameter or greater as measured at fifty-four inches (54") above the ground.

"Small trees" means evergreen trees that are less than six inches (6) in diameter as measured at fifty-four inches (54") above the ground and deciduous trees that are less than eight inches (8") in diameter as measured at fifty-four inches (54) above the ground.

"Tree" means a living woody plant characterized by one main stem or trunk and many branches, and having a diameter of four inches or more measured at 24 inches (24") above ground level.

"Tree trimming or pruning" means to cut branches and/or trunk from a tree using practices approved by the International Society of Arboriculture to maintain a tree in a healthy and safe condition.

"Tree removal" means the removal of the entire tree including the roots, trunk, branches and canopy.

~~"Tree topping" means the indiscriminate cutting of tree branches to stubs or lateral branches that are not large enough to assume the terminal role. Other names for topping include but are not limited to heading, "tipping, "hatracking, " and "rounding over."~~

"Undeveloped lot" means a lot or parcel of land upon which no usable structure exists.

"Vegetation" means the general plant life and the ground cover provided by plants, including trees.

Sec. 14. DMMC 14. 20.030 and section 55 of Ordinance No. 1581 are amended to read as follows:

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Purpose.

(1) These regulations are adopted for the following purposes:

(a) To promote the public health, safety, and general welfare of the citizens;

(b) To preserve and enhance the physical and aesthetic character by preventing indiscriminate removal or destruction of trees, soils, or ground cover within designated environmentally critical areas and shoreline areas;

(c) To promote land development practices that result in a minimal disturbance to the City's vegetation and soils;

(d) To minimize surface and subsurface water runoff volumes and to prevent erosion-sedimentation and reduce the risk of slides and other unstable conditions;

(e) To minimize the need for additional storm drainage facilities;

(f) To promote the retention of clusters of trees for the abatement of noise and wind protection as well as site stability maintenance;

~~(g) To acknowledge that trees and ground cover reduce air pollution by producing pure oxygen from carbon dioxide;~~

(h) To promote building and site planning practices that are consistent with the City's natural topographical and vegetational features while at the same time recognizing that certain factors such as condition (e.g., disease, danger of falling, etc.), proximity to existing and proposed structures and improvements, interference with utility services, and the realization of a

Initiative

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reasonable enjoyment of property may require the removal of certain trees and ground cover;

(i) To ensure prompt development, restoration and replanting, and effective erosion and sedimentation control of property during and after land clearing, grading, or filling through the use of phase development, performance bonds, and other reasonable controls;

(j) To reduce degradation of streams and other water bodies located in and adjacent to the City via scouring, siltation, and water pollution;

(k) To implement the goals and objectives of the State Environmental Policy Act and the water quality standards set forth by the State Department of Ecology; and

(l) To implement and further the City's Comprehensive Plan.

(2) It is not the intent or purpose of this chapter to prevent the reasonable development of land in the City.

Sec. 15. DMMC 14.20. 180 and section 70 of Ordinance No. 1581 are, amended to read as follows:

Exemptions. Applicants must receive a written letter of exemption from the City Manager or the City Manager's designee before commencing with the exempted work. Exemption from the permit requirements of this chapter shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws ordinances of this jurisdiction.

(1) A grading or land clearing permit shall not be required for any of the following activities provided that the land clearing activity shall not

Initiative

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exceed 2,000 square feet; the grading and filling activity shall not exceed 50 cubic yards; and that the clearing, grading, and filling activity shall be subject to the minimum requirements specified in this chapter:

(a) The installation and maintenance of fire hydrants, water meters, stations, and street furniture by the City or its Contractors;

(b) Removal of trees and ground cover in emergency situations involving immediate danger to life or property or substantial fire hazards;

(c) Removal of trees or ground cover or dumping of fill on partially developed lots for the purpose of general property and utility maintenance, view maintenance or creation, landscaping, or gardening; provided, that this exemption shall not apply to land clearing, grading, or filling for the purpose of developing the property with substantial permanent improvements such as roads, driveways, utilities, or buildings;

(d) Removal of dead Or diseased ground cover or trees;

(e) A grading and filling activity does not obstruct a drainage course;

(f) Grading and filling activity to place a building foundation approved under a City building permit and involves less than 120 cubic yards of grading and filling;

(g) Cemetery graves;

Initiative

Page 14 of 16

(h) Refuse disposal sites controlled by other regulations;

(i) Exploratory excavations performed under the direction of a registered design professional. Exploratory excavation is not to begin construction of a building prior to receiving a permit (the sole purpose for preparing a soils report).

(2) Exemption from the permit requirements of this chapter shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of the City.

Sec. 16. DMMC 18. 195.020 (4) and section (4) of section Ordinance No. 1591 are amended as follows:

(4) Plan requirements. The Planning, Building and Public Works Department shall review and may approve, approve with modifications, or disapprove site landscape development plans for all development activities subject to the provisions of this chapter. A landscaping plan shall be submitted to the Planning, Building and Public Works Department accurately drawn using an appropriate engineering or architectural scale which shows the following:

(a) Boundaries and dimensions of the site;

(b) Location and identification of all streets, alleys, sidewalks, and easements abutting the site, including dimensions;

(c) Proposed topography at a maximum of five-foot contours

Ordinance No. 1611

Page 15 of 17

(d) Proposed location and dimensions of all on-site buildings including height of structures and distance between buildings;

(e) Details of any proposed architectural barriers;

(f) Dimensions and location of storage and trash areas, loading docks, exterior utility installations, and mechanical equipment;

(g) Layout and dimensions of all parking stalls, easements, access ways, turnaround areas, driveways, and sidewalks on-site;

(h) Percentage of landscaping for total site and net square footage of parcel;

(i) Proposed landscaping including location, species, and size at time of planting;

(j) Existing vegetation in general, and identifying all evergreen trees ~~six~~ **twenty-four** inches in diameter or greater as measured at fifty-four inches (54) above the ground and all deciduous trees ~~eight~~ **eighteen** inches in diameter or greater as measured at fifty-four inches (54) above the ground;

(k) Irrigation plan, indicating the location of pipes, sprinkler heads and pumps, pipe size, head capacity, water pressure in pounds per square inch at the pump and sprinkler heads, and timer system.

Sec. 17. DMMC 18. 195. 110 (1) and section (1) of section 422 of Ordinance No. 1591 are amended as follows:

(1) All existing healthy evergreen trees ~~six~~ **twenty-four** inches DBH (diameter at breast height) or greater and all existing healthy deciduous trees (excluding maples, alders, European ashes, cottonwoods and willows) ~~eight~~ **eighteen** inches in diameter or greater as

Initiative

Page 15 of 15

measured at fifty-four inches (54) above the ground, shall be retained to the extent feasible within landscape areas. The Planning, Building and Public Works Department shall designate trees to be retained prior to issuance of a land clearing, grading, and filling permit.

DMMC 18. 195. 130 and section 424 of Ordinance No. 1591 are repealed.

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.

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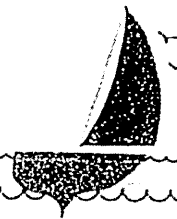
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Sec. 21. Effective date. This Ordinance shall take effect and be in full force thirty (30) days after its passage and approval in accordance with law.



147
City of Des Moines

OFFICE OF THE CITY ATTORNEY
21630 11TH AVENUE SOUTH, SUITE C
DES MOINES, WASHINGTON 98198
(206) 870-6553 FAX (206) 870-6872



RECEIVED

JUN 10 2015

CITY OF DES MOINES
CITY CLERK

June 10, 2015

David C. Elliott
21405 4th Avenue S.
Des Moines, WA 98198

CITY ATTORNEY'S CERTIFICATE OF REVIEW

This memorandum shall serve as the City Attorney's "certificate of review" under Des Moines Municipal Code 1.16.060 for Petitioner David C. Elliott's proposed Initiative.

On May 26, 2015, Petitioner David C. Elliott (21405 4th Ave. S., Des Moines, WA) filed a proposed Initiative (Exhibit 1) with the City Clerk pursuant to DMMC 1.16.050.¹ The proposed Initiative seeks to amend Ordinance 1611 which regulates the "cutting and removal of trees" passed by the Des Moines City Council on November 13, 2014. On May 27, 2015, the City Clerk submitted a copy of the proposed Initiative to the City Attorney and notified the Petitioner of the submittal as required by DMMC 1.16.060.

City Attorney's Duties

The City Attorney has the following obligations with regards to a properly filed initiative:

...Upon receipt of the measure, the city attorney may confer with the petitioner and shall within 10 working days from receipt thereof² review the proposal for matters of form and style³, and such matters of substantive import as may be agreeable to the petitioner, and shall recommend to the petitioner such revision or alteration of the measure as may be deemed necessary and appropriate. The recommendations of the city attorney shall be advisory only, and the petitioner may accept or reject them in whole or in part. The city attorney shall issue a certificate of review certifying that he/she has reviewed the measure for form and

¹ Chapter 1.16 DMMC, Initiative and Referendum Powers, is attached in its entirety. Exhibit 2.

² June 10, 2015 is ten working days from May 27, 2015.

³ The Initiative as filed by the Petitioner was not in proper legislative format. The City Attorney's Office, pursuant to DMMC 1.16.060, reviewed the Initiative and edited the document for form and style so that the document conforms to the Des Moines drafting standards and is in proper legislative format. This corrected document is being provided to the Petitioner with this Certificate. Exhibit 3. The style and form of Ordinances in the City of Des Moines is governed by a manual entitled *Legislation Drafting Standards, City of Des Moines, Washington, Revised May 29, 2013*.

style and that the recommendations thereon, if any, have been communicated to the petitioner, and such certificate shall note whether or not the petitioner accepts the recommendations of the city attorney. DMMC 1.16.060.

Pursuant to DMMC 1.16.070:

[w]ithin five working days after issuance of a certificate of review by the city attorney, the petitioner, if he/she desires to proceed with sponsorship of the measure, shall file the measure together with the certificate of review with the city clerk for assignment of a serial number...

After receipt of the measure and the certificate of review from the Petitioner:

...the city attorney shall formulate and transmit to the city clerk, a concise statement posed as a question ("ballot title") and not to exceed 25 words, bearing the serial number of the measure and a summary of the measure, not to exceed 75 words, to follow the statement. DMMC 1.16.080.

Background

The City of Des Moines is situated in South King County and borders I-5 to the east, Puget Sound to the west, the cities of Normandy Park and SeaTac to the north and Federal Way to the south. The City is approximately 5 miles long but only 1.5 miles wide. Compared with many cities that are roughly the same square mileage as Des Moines, Des Moines has a disproportionately large number of geological hazard areas, critical areas, and shoreline areas;⁴ all of which are subject to regulation by various federal and state agencies and are also highly regulated by the State Departments of Commerce, Ecology and Natural Resources. Because the City contains such a disproportionately large amount of geologically hazardous areas and an extensive shoreline, the City also has a disproportionately large number of landslides.⁵

Title 16 of the DMMC entitled "Environment" contains the City's SEPA Ordinance (chapter 16.05 DMMC), Critical Areas Ordinance (chapter 16.10 DMMC), Flood Hazard Ordinance (chapter 16.15 DMMC), Shoreline Master Program Ordinance (chapter 16.20 DMMC) and now the City Tree Ordinance (chapter 16.25 DMMC). All Ordinances (including Ordinance 1611) that effect shorelines, critical areas, geologically hazardous, etc. are subject to review and approval by various state departments.⁶

⁴ Critical Areas Map, Exhibit 4

⁵ June 3, 2015 Landslide Activity - General History Letter, Exhibit 5

⁶ See Attached Department of Commerce "Review Team" comments on the City proposed Tree Ordinance dated April 23, 2014. Exhibit 6.

As stated in Title 16:

The purpose of this Title is to implement the State Environmental Policy Act, the critical area requirements of chapter 36.70A RCW, the floodplain management provisions of chapter 86.16 RCW, and the State Shoreline Act as set forth in chapter 90.58 RCW. DMMC 16.01.010.

The Title was adopted "pursuant to chapters 43.21C, 36.70A, 86.16, and 90.58 RCW and other applicable laws." DMMC 16.01.040.

Ordinance 1611: Trees

The purpose of the proposed initiative is to amend Ordinance 1611 relating to the "cutting and removal of trees" adopted by the Des Moines City Council on November 13, 2014.

Ordinance 1611 was enacted to bring all "tree" related matters into one chapter and to comply with the City's obligations pursuant to the Growth Management Act, the Shoreline Management Act and the State Environmental Policy Act with regards to protection of critical areas and other environmental concerns as required by state and federal law.⁷ The Ordinance was adopted "pursuant to the authority set forth in chapters 36.70A, 36.70B and 36.70C RCW and other applicable laws"⁸ and is primarily codified in Title 16 DMMC "Environment".

The Ordinance's purpose is expressly stated in DMMC 16.25.030:

These regulations are adopted to promote the public health, safety and general welfare of the citizens of Des Moines, including minimizing erosion, siltation and water pollution, surface water and ground water runoff, risks of landslides, and the need for additional storm drainage facilities; preserving trees for the reduction of noise, wind protection, slope stabilization, animal habitat, and reduction in air pollution; removing dead, diseased, or hazardous trees; implementing the City's Comprehensive Plan; providing for the delivery of reliable utility service; and reasonable development of property.

The Ordinance pulled three sections of the DMMC into the Tree Ordinance: Ordinances 1583, 1591, and 1611. Ordinance 1583 was adopted on October 24, 2013 and states as its Authority:

This Title is adopted pursuant to chapters 43.21C, 36.70A [Growth Management Act], 86.16 RCW, and 90.58 RCW and other applicable laws.

⁷ November 13, 2014 Council Packet, Exhibit 7

⁸ DMMC 16.25.030, Exhibit 8

Ordinance 1591 was adopted on January 20, 2014 and states as its Authority:

The Title is created pursuant to the authority set forth in RCW 35A.63 and RCW 36.70A [Growth Management Act], RCW 36.70B, and RCW 36.70C and other applicable laws.

Ordinance 1611 was adopted on November 13, 2014 and states as its Authority:

This chapter is adopted pursuant to the authority set forth in chapters 36.70A, 36.70B and 36.70C RCW and other applicable laws.

Ordinances 1583, 1591 and 1611 were reviewed by the Washington State Department of Commerce as required by the Growth Management Act.

Specifically the Ordinance regulates tree cutting, pruning, etc. in critical areas, shorelines areas, required landscaping areas, trees on private developed or partially developed lot where the total area to be cleared is 2,000 square feet or greater, city-owned property and city right of way. No tree permits are required to remove, cut, or prune trees on private developed or partially developed lots if the trees are *outside* of environmentally critical areas, shoreline areas, and associated buffer areas, trees are *not* part of a required landscape area; and the total area to be cleared is *less than 2,000 square feet*.⁹

The Ordinance was passed only after it was processed in accordance with the State Environmental Policy Act (chapter 43.21C RCW) reviewed by the Washington State Department of Commerce as required under the Growth Management Act (chapter 36.70A RCW), considered by the City Environment Committee and voted on by the City Council at a public hearing with extensive public participation.

Ordinances Enacted to Comply with the Growth Management Act are Beyond the Scope of Initiative Power

The City has adopted the *Initiative and Referendum Guide for Washington Cities and Charter Counties*, (hereinafter "*User's Guide*") dated April 2015, prepared by the Municipal Research Services Center. Case law has established that ordinances enacted to comply with the Growth Management Act are beyond the scope of the initiative powers.

Can ordinances that pertain to the Growth Management Act be enacted by initiative?

No. Any ordinance related to the GMA is not subject to the powers of initiative as well, because the legislature specifically delegated the power to act under GMA to the legislative authority of a city or county and not to the corporate entity. (*User's Guide*, # 20 at p. 27, Exhibit 9).

⁹ Exhibit 4 identifies areas potentially subject to critical area permits

A summary of the case law in this area is provided in the *User's Guide* at p. 5-10. The *User's Guide*, at pages 9 through 10, specifically addresses ordinances implementing the Growth Management Act and states:

The power to enact regulations under the Growth Management Act (GMA), chapter 36.70A RCW, is specifically granted to the legislative authority of cities and counties. As summarized in the following cases, the courts have addressed the use of initiative and referendum when related to the GMA in a number of cases and have found that the powers are invalid when pertaining to a regulation adopted under the act.

The *Guide*, at pages 28 through 35, concludes by stating:

As these cases make clear, the powers of initiative and referendum do not apply to ordinances adopted pursuant to the Growth Management Act..

We have found no cases to the contrary.

Conclusion

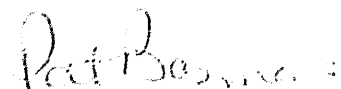
Ordinance 1611 places controls on development and land use regulations and was adopted pursuant to the GMA.

Allowing cities to enact development regulations outside the requirements of the GMA defeats the comprehensive nature of the GMA and serves to frustrate its purposes. All enactments that fall under the GMA definition of development regulations are subject to the requirements of the GMA. The proposed initiative is in conflict with the GMA and is therefore an invalid exercise of the initiative power.

The City Attorney will advise the City Clerk, pursuant to DMMC 1.16.190(1)(d), to refuse to file any initiative petition being submitted because the initiative petition proposes an action which is not subject to the initiative process as determined by the legal opinion of the City Attorney.

Sincerely,

CITY OF DES MOINES



Pat Bosmans
City Attorney

Encls.

cc: Bonnie Wilkins, City Clerk

Documents and Exhibits

The City Attorney has reviewed the following documents:

- Exhibit 1 Initiative Petition provided to the City by David C. Elliott;
- Exhibit 2 Chapter 1.16 DMMC
- Exhibit 3 Ordinance No. 1611 with Elliott Proposed Initiative Language and City's Corrected Drafting Format;
- Exhibit 4 Critical Areas Map
- Exhibit 5 June 5, 2015 Landslide Activity – General History Letter
- Exhibit 6 Attached Department of Commerce “Review Team” comments on the City proposed Tree Ordinance dated April 23, 2014
- Exhibit 7 Council Packet dated November 13, 2014 and the following attachments:
 - 1. Substitute Draft Ordinance No. 14-043-A related to the Tree Regulations
 - 2. October 2, 2014 Council Agenda (without Attachments)
 - 3. Potential Amendments
 - 4. 11/6/14 PowerPoint Presentation to the Environment Committee
 - 5. City Attorney Memos to Councilmembers
 - 6. Department of Commerce “Review Team” Comments
 - 7. Relevant City Goals, Policies, and Strategies on Environmental Protection
 - 8. Coppicing Information
 - 9. Range of Potential Fees
- Exhibit 8 Chapter 16.25 DMMC;
- Exhibit 9 *Initiative and Referendum Guide for Washington Cities and Charter Counties*, dated April 2015 and the case law referenced therein

To: City of Des Moines

Date: June 17, 2015

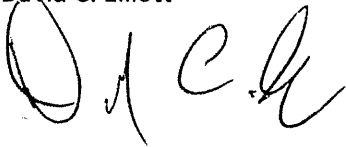
From: David C. Elliott

In pursuant to DMMC 1.16.070, I the petitioner am filing the measure along with a copy of the city attorney's certificate of review to proceed with sponsorship of the measure and request a serial number.

This initiative was filed on May 26th and a Certificate of Review was issued on June 10th

Thank you

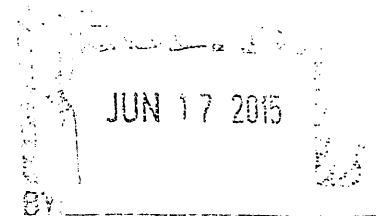
David C. Elliott

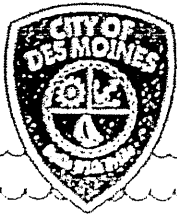


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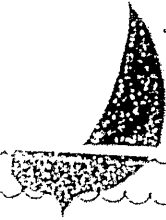
CITY OF DES MOINES





City of Des Moines

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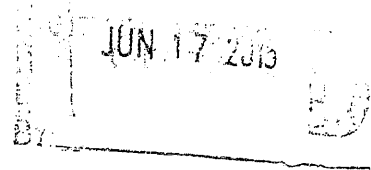
June 10, 2015

David C. Elliott
21405 4th Avenue S.
Des Moines, WA 98198

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JUN 10 2015

OFFICE OF THE CITY ATTORNEY



CITY ATTORNEY'S CERTIFICATE OF REVIEW

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City Attorney's Duties

The City Attorney has the following obligations with regards to a properly filed initiative:

...Upon receipt of the measure, the city attorney may confer with the petitioner and shall within 10 working days from receipt thereof² review the proposal for matters of form and style³, and such matters of substantive import as may be agreeable to the petitioner, and shall recommend to the petitioner such revision or alteration of the measure as may be deemed necessary and appropriate. The recommendations of the city attorney shall be advisory only, and the petitioner may accept or reject them in whole or in part. The city attorney shall issue a certificate of review certifying that he/she has reviewed the measure for form and

¹ Chapter 1.16 DMMC, Initiative and Referendum Powers, is attached in its entirety. Exhibit 2

² June 10, 2015 is ten working days from May 27, 2015

³ The Initiative as filed by the Petitioner was not in proper legislative format. The City Attorney's Office, pursuant to DMMC 1.16.060, reviewed the Initiative and edited the document for form and style so that the document conforms to the Des Moines drafting standards and is in proper legislative format. This corrected document is being provided to the Petitioner with this Certificate. Exhibit 3. The style and form of Ordinances in the City of Des Moines is governed by a manual entitled *Legislation Drafting Standards, City of Des Moines, Washington, Revised May 29, 2013*.

style and that the recommendations thereon, if any, have been communicated to the petitioner, and such certificate shall note whether or not the petitioner accepts the recommendations of the city attorney. DMMC 1.16.060.

Pursuant to DMMC 1.16.070:

[w]ithin five working days after issuance of a certificate of review by the city attorney, the petitioner, if he/she desires to proceed with sponsorship of the measure, shall file the measure together with the certificate of review with the city clerk for assignment of a serial number...

After receipt of the measure and the certificate of review from the Petitioner:

...the city attorney shall formulate and transmit to the city clerk, a concise statement posed as a question ("ballot title") and not to exceed 25 words, bearing the serial number of the measure and a summary of the measure, not to exceed 75 words, to follow the statement. DMMC 1.16.080.

Background

The City of Des Moines is situated in South King County and borders I-5 to the east, Puget Sound to the west, the cities of Normandy Park and SeaTac to the north and Federal Way to the south. The City is approximately 5 miles long but only 1.5 miles wide. Compared with many cities that are roughly the same square mileage as Des Moines, Des Moines has a disproportionately large number of geological hazard areas, critical areas, and shoreline areas;⁴ all of which are subject to regulation by various federal and state agencies and are also highly regulated by the State Departments of Commerce, Ecology and Natural Resources. Because the City contains such a disproportionately large amount of geologically hazardous areas and an extensive shoreline, the City also has a disproportionately large number of landslides.⁵

Title 16 of the DMMC entitled "Environment" contains the City's SEPA Ordinance (chapter 16.05 DMMC), Critical Areas Ordinance (chapter 16.10 DMMC), Flood Hazard Ordinance (chapter 16.15 DMMC), Shoreline Master Program Ordinance (chapter 16.20 DMMC) and now the City Tree Ordinance (chapter 16.25 DMMC). All Ordinances (including Ordinance 1611) that effect shorelines, critical areas, geologically hazardous, etc. are subject to review and approval by various state departments.⁶

⁴ Critical Areas Map, Exhibit 4

⁵ June 5 2015 Landslide Activity - General History Letter, Exhibit 5

⁶ See Attached Department of Commerce "Review Team" comments on the City proposed Tree Ordinance dated April 23, 2014 Exhibit 6,

As stated in Title 16:

The purpose of this Title is to implement the State Environmental Policy Act, the critical area requirements of chapter 36.70A RCW, the floodplain management provisions of chapter 86.16 RCW, and the State Shoreline Act as set forth in chapter 90.58 RCW. DMMC 16.01.010.

The Title was adopted "pursuant to chapters 43.21C, 36.70A, 86.16, and 90.58 RCW and other applicable laws." DMMC 16.01.040.

Ordinance 1611: Trees

The purpose of the proposed initiative is to amend Ordinance 1611 relating to the "cutting and removal of trees" adopted by the Des Moines City Council on November 13, 2014.

Ordinance 1611 was enacted to bring all "tree" related matters into one chapter and to comply with the City's obligations pursuant to the Growth Management Act, the Shoreline Management Act and the State Environmental Policy Act with regards to protection of critical areas and other environmental concerns as required by state and federal law.⁷ The Ordinance was adopted "pursuant to the authority set forth in chapters 36.70A, 36.70B and 36.70C RCW and other applicable laws"⁸ and is primarily codified in Title 16 DMMC "Environment".

The Ordinance's purpose is expressly stated in DMMC 16.25.030:

These regulations are adopted to promote the public health, safety and general welfare of the citizens of Des Moines, including minimizing erosion, siltation and water pollution, surface water and ground water runoff, risks of landslides, and the need for additional storm drainage facilities; preserving trees for the reduction of noise, wind protection, slope stabilization, animal habitat, and reduction in air pollution; removing dead, diseased, or hazardous trees; implementing the City's Comprehensive Plan; providing for the delivery of reliable utility service; and reasonable development of property.

The Ordinance pulled three sections of the DMMC into the Tree Ordinance; Ordinances 1583, 1591, and 1611. Ordinance 1583 was adopted on October 24, 2013 and states as its Authority:

This Title is adopted pursuant to chapters 43.21C, 36.70A [Growth Management Act], 86.16 RCW, and 90.58 RCW and other applicable laws.

⁷ November 13, 2014 Council Packet, Exhibit 7

⁸ DMMC 16.25.030, Exhibit 8

Ordinance 1591 was adopted on January 20, 2014 and states as its Authority:

The Title is created pursuant to the authority set forth in RCW 35A.63 and RCW 36.70A [Growth Management Act], RCW 36.70B, and RCW 36.70C and other applicable laws.

Ordinance 1611 was adopted on November 13, 2014 and states as its Authority:

This chapter is adopted pursuant to the authority set forth in chapters 36.70A, 36.70B and 36.70C RCW and other applicable laws.

Ordinances 1583, 1591 and 1611 were reviewed by the Washington State Department of Commerce as required by the Growth Management Act.

Specifically the Ordinance regulates tree cutting, pruning, etc. in critical areas, shorelines areas, required landscaping areas, trees on private developed or partially developed lot where the total area to be cleared is 2,000 square feet or greater, city-owned property and city right of way. No tree permits are required to remove, cut, or prune trees on private developed or partially developed lots if the trees are *outside* of environmentally critical areas, shoreline areas, and associated buffer areas, trees are *not* part of a required landscape area; and the total area to be cleared is *less than 2,000 square feet*.⁹

The Ordinance was passed only after it was processed in accordance with the State Environmental Policy Act (chapter 43.21C RCW) reviewed by the Washington State Department of Commerce as required under the Growth Management Act (chapter 36.70A RCW), considered by the City Environment Committee and voted on by the City Council at a public hearing with extensive public participation.

Ordinances Enacted to Comply with the Growth Management Act are Beyond the Scope of Initiative Power

The City has adopted the *Initiative and Referendum Guide for Washington Cities and Charter Counties*, (hereinafter "*User's Guide*") dated April 2015, prepared by the Municipal Research Services Center. Case law has established that ordinances enacted to comply with the Growth Management Act are beyond the scope of the initiative powers.

Can ordinances that pertain to the Growth Management Act be enacted by initiative?

No. Any ordinance related to the GMA is not subject to the powers of initiative as well, because the legislature specifically delegated the power to act under GMA to the legislative authority of a city or county and not to the corporate entity. (*User's Guide*, # 20 at p. 27, Exhibit 9).

⁹ Exhibit 4 identifies areas potentially subject to critical area permits.

Management Act and states:

158

The power to enact regulations under the Growth Management Act (GMA), chapter 36.70A RCW, is specifically granted to the legislative authority of cities and counties. As summarized in the following cases, the courts have addressed the use of initiative and referendum when related to the GMA in a number of cases and have found that the powers are invalid when pertaining to a regulation adopted under the act.

The *Guide*, at pages 28 through 35, concludes by stating:

As these cases make clear, the powers of initiative and referendum do not apply to ordinances adopted pursuant to the Growth Management Act..

We have found no cases to the contrary.

Conclusion

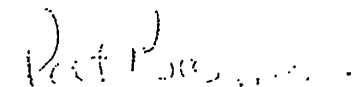
Ordinance 1611 places controls on development and land use regulations and was adopted pursuant to the GMA.

Allowing cities to enact development regulations outside the requirements of the GMA defeats the comprehensive nature of the GMA and serves to frustrate its purposes. All enactments that fall under the GMA definition of development regulations are subject to the requirements of the GMA. The proposed initiative is in conflict with the GMA and is therefore an invalid exercise of the initiative power.

The City Attorney will advise the City Clerk, pursuant to DMMC 1.16.190(1)(d), to refuse to file any initiative petition being submitted because the initiative petition proposes an action which is not subject to the initiative process as determined by the legal opinion of the City Attorney.

Sincerely,

CITY OF DES MOINES



Pat Bosmans
City Attorney

Encls.

cc: Bonnie Wilkins, City Clerk

Initiative to People of Des Moines

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON revising and updating City of Des Moines regulations relating to the cutting, trimming and removal of trees on private developed sites, private undeveloped sites, public properties, City-owned property and right-of-way, and environmentally critical areas; adding and codifying a new chapter entitled "Trees" to Title 16, amending chapters 14.20, 16.01, and 18.195 of the Des Moines Municipal Code (DMMC) to add new definitions and regulations, repealing DMMC 18.195.130 and section 424 of Ordinance No. 1591.

WHEREAS, the DMMC imposes severe constraints on tree cutting and trimming in residential areas including excessive permit and processing costs, and

WHEREAS, the DMMC fails to recognize that in Des Moines tree trimming and cutting is largely routine vegetation maintenance performed to maintain quality of life that is performed periodically, and

WHEREAS, The people of the City of Des Moines are intelligent, independent, and capable of determining when and how to trim their own trees and have exercised prudent tree trimming practices for decades, frequently in coordination with their neighbors, now therefore,

THE CITY OF DES MOINES ORDAINS AS FOLLOWS:

Chapter 16.25 Trees shall be amended as follows:

Sec. 1. Title. This chapter shall be entitled "Trees".

Sec. 2. Application. This chapter shall apply to the removal, cutting, and pruning of trees within the City of Des Moines.

Initiative to People of Des Moines

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON revising and updating City of Des Moines regulations relating to the cutting, trimming and removal of trees on private developed sites, private undeveloped sites, public properties, City-owned property and right-of-way, and environmentally critical areas; adding and codifying a new chapter entitled Trees" to Title 16, amending chapters 14.20, 16.01, and 18.195 of the Des Moines Municipal Code (DMMC) to add new definitions and regulations, repealing DMMC 18.195.130 and section 424 of Ordinance No. 1591.

WHEREAS, the DMMC imposes severe constraints on tree cutting and trimming in residential areas including excessive permit and processing costs, and

WHEREAS, the DMMC fails to recognize that in Des Moines tree trimming and cutting is largely routine vegetation maintenance performed to maintain quality of life that is performed periodically, and

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THE CITY OF DES MOINES ORDAINS AS FOLLOWS:

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Sec. 1. Title. This chapter shall be entitled "Trees".

Sec. 2. Application. This chapter shall apply to the removal, cutting, and pruning of trees within the City of Des Moines.

Sec. 3. Purpose. These regulations are adopted to promote the public health, safety and general welfare of the citizens of Des Moines, ~~including minimizing erosion, siltation and water pollution, surface water and ground water runoff, risks of landslides, and the need for additional storm drainage facilities, preserving trees for the reduction of noise, wind protection, slope stabilization, animal habitat, and reduction in air pollution, removing dead, diseased, or hazardous trees, implementing the City's comprehensive plan, providing for the delivery of reliable utility service, and reasonable development of property.~~

Sec. 4. Authority. ~~This chapter is adopted pursuant to the authority set forth in chapters 36.70A, 36.70B and 36.70C RCW and other applicable laws.~~ From and after March 19, 1976, the city shall have all the powers of a nonchartered code city under the council-manager plan of government and shall in all applicable respects be governed by the provisions of Title 35A RCW. [Ord. 385 § 3, 1976.]

Sec. 5. Permit - Requirements.

(1) No tree permit, or grading and clearing permit required. Except as otherwise provided in subsection (2) of this section, no tree permit, or grading and clearing permit is required to remove, cut, or prune trees on private developed, partially developed, or undeveloped lots as follows:

(a) Trees located outside of environmentally critical areas, shoreline areas, and associated buffer areas as verified by the City or qualified professional;

(b) Trees that are not part of a required landscaping area; and

(c) The total area to be cleared is less than 2,000 square feet; and

~~(d) An exemption from a tree permit does not exempt a property owner from complying with policies, criteria and standards contained in this chapter or other applicable local, state or federal regulations or permit requirements.~~

(2) Tree permit required. Except as exempted in subsection (3) of this section, a tree permit is required to remove, cut, ~~or~~ prune trees as follows:

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(a) Trees that are larger than small trees located within a critical area or shoreline area, or associated buffers.

(b) Trees located within a required landscaping area, unless replaced at a ratio of 2:1.

(c) Trees located On a private developed, partially developed, or undeveloped lot where the total area to be cleared is 2,000 square feet or greater.

(d) Trees located on City-owned property.

(e) Trees located on City right-of-way.

(3) Exemptions. The following situations are exempt from obtaining a tree permit that would otherwise be required under this section:

(a) ~~Dead, diseased or hazard trees, as determined and/or verified by the City or as determined by a certified arborist, that are located outside of critical areas, shoreline areas and associated buffers.~~

(b) Emergency. A tree may be removed without first obtaining a tree permit in an emergency situation involving immediate danger to life or property provided the City is notified within seven days of the tree being cut, is provided such additional information as the City requests in order to verify the emergency, and an-after-the-fact tree permit is obtained within twenty days following the cutting of the tree, if a permit would be have otherwise been required.

~~(c) Exemption from the permit requirements of this chapter shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this Code or any other laws or ordinances of the City.~~

~~(3) Other permits required. Other permits may be required as follows:~~

~~(a) Removing, cutting, Or pruning of trees located within environmentally critical areas or the associated~~

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Page 4 of 15

~~buffer shall be reviewed in accordance with the environmentally critical areas regulations codified in chapter 16.10 DMMC.~~

~~(b) Removing, cutting, or pruning of trees located within shoreline environments or the associated buffer shall be reviewed in accordance with the shoreline master program codified in chapter 16.20 DMMC.~~

~~(c) Removing, cutting, or pruning of trees in a required landscaping area are subject to the Landscaping and Screening provisions codified in chapter 18.195 DMMC, and/or the requirements identified on the Final Plat.~~

~~(d) Removing, cutting, or pruning of trees located within the City right of way shall be reviewed in accordance the Use and Maintenance of Public Rights of Way provisions codified in chapter 12.05 DMMC.~~

~~(e) Removal, cutting, or pruning of trees that results in a total area of disturbance greater than 2,000 square feet shall be reviewed in accordance with the land clearing, grading, and filling provisions codified in chapter 14.20 DMMC.~~

Sec. 6. Tree removal, cutting, and pruning limitations. In addition to the Best Pruning Practices **Tree Permit Requirements** provisions codified in section 7 **5** of this Ordinance, the following limitations shall apply to removing, cutting, and pruning of trees:

(1) Trees on private developed, partially developed, or undeveloped lots. No limitations other than a tree permit ~~is~~ if required where the total area to be cleared is 2,000 square feet or ~~greater~~ smaller.

(2) Trees on City-owned property.

~~(a) Removal of dead, diseased or hazard trees as determined and/or verified by the City or as determined by a certified arborist,~~

~~(b) Removal of small trees,~~

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~~(c) Tree pruning that does not remove more than 25 percent of a trees total leaf area;~~

There shall be no removal of significant trees, provided unless that the removal of significant trees is subject to combined with tree replacement at a ratio of 3:1.

~~(3) Trees on City right of way. Tree pruning does not remove more than 25 percent of a trees total leaf area.~~

~~**Sec. 7. Best pruning practices.** Tree pruning shall conform to the International Society of Arboriculture standards, or other standards approved by the Department of Natural Resources (DNR) and/or the Department of Ecology (DOE), to maintain trees within environmentally critical areas and shoreline areas in a healthy and safe condition.~~

Sec. 8. Tree replacement.

(1) Replacement trees - Number. Any tree identified to be retained that is removed, destroyed or damaged shall be replaced by the applicant on the subject property at a ratio of 3 2:1.

(a) Replacement trees shall be a minimum size of eight feet in height for evergreen trees, and two inches in caliper for deciduous, ~~and shall be approved by the Planning, Building and Public Works Department.~~ The Planning, Building and Public Works Department may approve smaller trees if it determines they are of specimen quality.

(b) Trees shall be provided in addition to any street trees required under chapter 12.15 DMMC. ~~The exact type and location of street trees shall be determined by the Planning, Building and Public Works Department.~~

(2) Maintenance of replacement trees. The applicant shall maintain all replacement trees in a healthy condition. The applicant shall be obligated to replant any replacement tree that dies, or becomes diseased.

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Page 6 of 15

Sec. 9. Tree removal permit - Application. An application for a tree permit shall be submitted on a form provided by the City and shall include the following information:

(1) General information.

(a) The applicant shall give the name, address and telephone number of the applicant and owner of the property and the street address;

(b) The applicant must provide information on the proposed location, species, diameter and number of trees proposed to be removed ~~cut or pruned~~; and

~~(c) The applicant must agree to pay all costs of cutting, pruning, removing debris, cleaning, and any traffic control needed.~~

(d) If the applicant is not the owner of the property, a notarized an authorization by the property owner consenting to the tree cutting removing activity shall be provided.

~~(2) Plan sheet specifications. All plan sheets will contain the following information:~~

~~(a) The date, basis, and datum of the contours, which shall be referenced to the City's network of benchmarks, if applicable,~~

~~(b) Date, north arrow, and adequate scale (110, 1: 20, or 1: 40) on all maps and plans,~~

~~(c) Contours will be at two foot contour intervals,~~

~~(d) Contact information for the applicant and the property owner, and legal description of the property,~~

(3 2) Temporary Erosion and Sedimentation Control Plan.

(a) Sequence for tree removal ~~and other land disturbing activities~~;

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(b) Schedule for installation and removal of all temporary erosion and sediment control measures, including vegetative measures; and

(c) An outline of the methods to be used in removing and disposing of trees. ~~clearing vegetation and disposing of the cleared vegetative matter.~~

~~(4) The applicant shall have an executed hold harmless and release agreement on a form approved by the City, indemnifying and releasing the City, its officials, officers, and agents from liability.~~

~~(5) Other information as deemed necessary by the code official.~~

(3) The Department of Planning Building and Public Works shall issue or deny, with reasons stated, a tree permit within 60 days of application, or a permit shall be deemed issued.

Sec. 10. Permit - Expiration - Extension.

(1) Except when specific time limits are set by the City Manager or the City Manager's designee, any permit granted under this chapter shall expire one year from the date of issuance.

~~(2) The City Manager or the City Manager's designee may set specific limits to the project commencement and/or completion for any reasonable purpose, including but not limited to environmental reasons or for coordination with other permitted site work.~~

(3 2) Upon a showing of good cause, a permit may be extended for six months.

(3) Approved plans shall not be amended without authorization of the City Manager or the City Manager's designee.

Sec. 11 . Tree permit to be posted. No work shall commence until a permit notice has been posted on the subject site at a conspicuous location. The notice shall remain posted until the project has been completed.

Sec. 12. Fees. There shall be a fee assessed to compensate the City for the expense of reviewing and processing plans, conducting inspections, ~~providing for outside consulting services,~~ and the like. The fee shall be set by written

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administrative directive and shall be related to the amount of anticipated service for the particular application. Fees for permits authorized under this chapter that are reviewed after the proposed site work has started will be assessed at twice the normal rate, except for emergency exemption established in section 5 of this Ordinance.

Sec. 13. DMMC 16.01.050 and section (5) of Ordinance No. 1583 are amended to add the following definitions:

~~"Certified arborist" means an individual who has achieved a level of knowledge in the art and science of tree care through experience and by passing a comprehensive examination administered by the International Society of Arboriculture or urban forestry program.~~

"Developed or partially developed lot" means a lot or parcel of land upon which a usable structure is located.

"Development" means any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, clearing, grading, paving, excavation, drilling operations or storage of equipment or materials located within the area of special flood hazard. Development does not mean trimming, pruning, cutting or removal of trees unless ancillary to development.

"Development activity" means any work, condition, or activity which requires a permit or approval under Titles 11, 12, 14, 16 (except 16.25 Trees), 17 or 18 DMMC.

"Environmentally Critical Areas". See "Critical areas."

"Land clearing" means the act of removing trees, ~~topping or destroying trees~~, topsoil, or ground cover from any undeveloped or partially developed lot, environmentally critical areas, shoreline environments, public lands, or public right-of-way to prepare for development or for timber.

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"Significant trees" means healthy evergreen trees twenty-four ~~six~~ inches (~~6"~~ 24") in diameter or greater as measured at fifty-four inches (54") above the ground, and healthy deciduous trees (excluding maples, alders, European ashes, cottonwoods and willows) ~~eight~~ eighteen inches (~~8"~~ 18") in diameter or greater as measured at fifty-four inches (54") above the ground.

"Small trees" means evergreen trees that are less than six inches (6) in diameter as measured at fifty-four inches (54") above the ground and deciduous trees that are less than eight inches (8") in diameter as measured at fifty-four inches (54) above the ground.

"Tree" means a living woody plant characterized by one main stem or trunk and many branches, and having a diameter of four inches or more measured at 24 inches (24") above ground level.

~~"Tree trimming or pruning" means to cut branches and/or trunk from a tree using practices approved by the International Society of Arboriculture to maintain a tree in a healthy and safe condition.~~

"Tree removal" means the removal of the entire tree including the roots, trunk, branches and canopy.

~~"Tree topping" means the indiscriminate cutting of tree branches to stubs or lateral branches that are not large enough to assume the terminal role. Other names for topping include but are not limited to heading, "tipping, "hatracking, " and "rounding over."~~

"Undeveloped lot" means a lot or parcel of land upon which no usable structure exists.

"Vegetation" means the general plant life and the ground cover provided by plants, including trees.

Sec. 14. DMMC 14. 20.030 and section 55 of Ordinance No. 1581 are amended to read as follows:

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Purpose.

(1) These regulations are adopted for the following purposes:

(a) To promote the public health, safety, and general welfare of the citizens;

(b) To preserve and enhance the physical and aesthetic character by preventing indiscriminate removal or destruction of trees, soils, or ground cover within designated environmentally critical areas and shoreline areas;

(c) To promote land development practices that result in a minimal disturbance to the City's vegetation and soils;

(d) To minimize surface and subsurface water runoff volumes and to prevent erosion-sedimentation and reduce the risk of slides and other unstable conditions;

(e) To minimize the need for additional storm drainage facilities;

(f) To promote the retention of clusters of trees for the abatement of noise and wind protection as well as site stability maintenance;

~~(g) To acknowledge that trees and ground cover reduce air pollution by producing pure oxygen from carbon dioxide;~~

(h) To promote building and site planning practices that are consistent with the City's natural topographical and vegetational features while at the same time recognizing that certain factors such as condition (e.g., disease, danger of falling, etc.), proximity to existing and proposed structures and improvements, interference with utility services, and the realization of a

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reasonable enjoyment of property may require the removal of certain trees and ground cover;

(i) To ensure prompt development, restoration and replanting, and effective erosion and sedimentation control of property during and after land clearing, grading, or filling through the use of phase development, performance bonds, and other reasonable controls;

(j) To reduce degradation of streams and other water bodies located in and adjacent to the City via scouring, siltation, and water pollution;

(k) To implement the goals and objectives of the State Environmental Policy Act and the water quality standards set forth by the State Department of Ecology; and

(l) To implement and further the City's Comprehensive Plan.

(2) It is not the intent or purpose of this chapter to prevent the reasonable development of land in the City.

Sec. 15. DMMC 14.20. 180 and section 70 of Ordinance No. 1581 are, amended to read as follows:

Exemptions. Applicants must receive a written letter of exemption from the City Manager or the City Manager's designee before commencing with the exempted work. Exemption from the permit requirements of this chapter shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws ordinances of this jurisdiction.

(1) A grading or land clearing permit shall not be required for any of the following activities provided that the land clearing activity shall not

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exceed 2,000 square feet; the grading and filling activity shall not exceed 50 cubic yards; and that the clearing, grading, and filling activity shall be subject to the minimum requirements specified in this chapter:

(a) The installation and maintenance of fire hydrants, water meters, stations, and street furniture by the City or its Contractors;

(b) Removal of trees and ground cover in emergency situations involving immediate danger to life or property or substantial fire hazards;

(c) Removal of trees or ground cover or dumping of fill on partially developed lots for the purpose of general property and utility maintenance, view maintenance or creation, landscaping, or gardening; provided, that this exemption shall not apply to land clearing, grading, or filling for the purpose of developing the property with substantial permanent improvements such as roads, driveways, utilities, or buildings;

(d) Removal of dead Or diseased ground cover or trees;

(e) A grading and filling activity does not obstruct a drainage course;

(f) Grading and filling activity to place a building foundation approved under a City building permit and involves less than 120 cubic yards of grading and filling;

(g) Cemetery graves;

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(h) Refuse disposal sites controlled by other regulations;

(i) Exploratory excavations performed under the direction of a registered design professional. Exploratory excavation is not to begin construction of a building prior to receiving a permit (the sole purpose for preparing a soils report).

(2) Exemption from the permit requirements of this chapter shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of the City.

Sec. 16. DMMC 18. 195.020 (4) and section (4) of section Ordinance No. 1591 are amended as follows:

(4) Plan requirements. The Planning, Building and Public Works Department shall review and may approve, approve with modifications, or disapprove site landscape development plans for all development activities subject to the provisions of this chapter. A landscaping plan shall be submitted to the Planning, Building and Public Works Department accurately drawn using an appropriate engineering or architectural scale which shows the following:

(a) Boundaries and dimensions of the site;

(b) Location and identification of all streets, alleys, sidewalks, and easements abutting the site, including dimensions;

(c) Proposed topography at a maximum of five-foot contours

Ordinance No. 1611

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(d) Proposed location and dimensions of all on-site buildings including height of structures and distance between buildings;

(e) Details of any proposed architectural barriers;

(f) Dimensions and location of storage and trash areas, loading docks, exterior utility installations, and mechanical equipment;

(g) Layout and dimensions of all parking stalls, easements, access ways, turnaround areas, driveways, and sidewalks on-site;

(h) Percentage of landscaping for total site and net square footage of parcel;

(i) Proposed landscaping including location, species, and size at time of planting;

(j) Existing vegetation in general, and identifying all evergreen trees ~~six~~ **twenty-four** inches in diameter or greater as measured at fifty-four inches (54) above the ground and all deciduous trees ~~eight~~ **eighteen** inches in diameter or greater as measured at fifty-four inches (54) above the ground;

(k) Irrigation plan, indicating the location of pipes, sprinkler heads and pumps, pipe size, head capacity, water pressure in pounds per square inch at the pump and sprinkler heads, and timer system.

Sec. 17. DMMC 18. 195. 110 (1) and section (1) of section 422 of Ordinance No. 1591 are amended as follows:

(1) All existing healthy evergreen trees ~~six~~ **twenty-four** inches DBH (diameter at breast height) or greater and all existing healthy deciduous trees (excluding maples, alders, European ashes, cottonwoods and willows) ~~eight~~ **eighteen** inches in diameter or greater as

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measured at fifty-four inches (54) above the ground, shall be retained to the extent feasible within landscape areas. The Planning, Building and Public Works Department shall designate trees to be retained prior to issuance of a land clearing, grading, and filling permit.

DMMC 18. 195. 130 and section 424 of Ordinance No. 1591 are repealed.

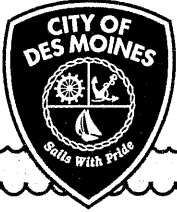
Sec. 20. Severability - Construction.

(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.

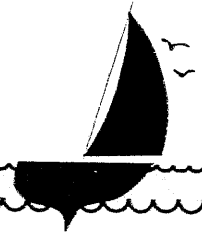
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Sec. 21. Effective date. This Ordinance shall take effect and be in full force thirty (30) days after its passage and approval in accordance with law.



City of Des¹⁷⁵ Moines

OFFICE OF THE CITY ATTORNEY
21630 11TH AVENUE SOUTH, SUITE C
DES MOINES, WASHINGTON 98198
(206) 870-6553 FAX (206) 870-6872



June 18, 2015

David C. Elliott
21405 4th Avenue S.
Des Moines, WA 98198

CITY ATTORNEY'S RESPONSE TO THE JUNE 17, 2015 PACKET FROM DAVID C. ELLIOTT

On June 10, 2015 you were provided with the City Attorney's Certificate of Review with nine attachments (Certificate and Exhibits 1-9 can be found on the City's website under Public Notices/Tree Initiative or at <http://wa-desmoines.civicplus.com/DocumentCenter/View/2072>) (hereinafter "website"). This memorandum shall serve as the City Attorney's decision to write a ballot title and summary and to seek injunctive relief.

In review, on May 26, 2015, Petitioner David C. Elliott (21405 4th Ave. S., Des Moines, WA) filed a Tree Initiative (see website) with the City Clerk pursuant to DMMC 1.16.050. The Tree Initiative seeks to amend Ordinance 1611 which regulates the "cutting and removal of trees" passed by the Des Moines City Council on November 13, 2014. On May 27, 2015, the City Clerk submitted a copy of the Tree Initiative to the City Attorney and notified the Petitioner of the submittal as required by DMMC 1.16.060.

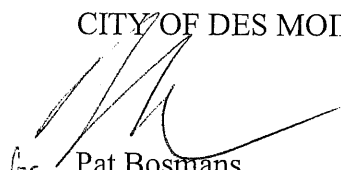
On June 10, 2015 the City Attorney, the Director of Planning, Building, and Public Works, Dan Brewer and the City Clerk Bonnie Wilkins met with you, Jeanette Burrage and Bud Bohrer, to discuss your concerns with the current ordinance and the Tree initiative.

You were asked at the June 10, 2015 meeting to provide any statute, case law or other authority that was contrary to the City Attorney's opinion. A review of the 2nd Proposed Initiative Language filed on June 17, 2015 shows some amendments were made to the recitals, but no amendments were made to the actual proposed ordinance. Further, no authority was provided other than provided by this office making the 2nd Proposed Initiative legally invalid

and lacking in authority. I will ask that the City Clerk to file the 2nd Initiative (she is currently out of the office), I will prepare the ballot title and summary and then seek an injunction to enjoin the placing of the initiative on a ballot.

Sincerely,

CITY OF DES MOINES



Pat Bosmans
City Attorney

Encls.

cc: Bonnie Wilkins, City Clerk

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Public Hearing
Transportation Improvement Plan
(2016-2035)

AGENDA OF: June 25, 2015

DEPT. OF ORIGIN: Planning, Building & Public
Works

DATE SUBMITTED: June 16, 2015

ATTACHMENTS:

1. Draft Resolution No. 15-094
2. Draft Transportation Improvement
Program (2016-2035)
3. Criteria for Prioritizing Projects
4. Public Comment – Deriugin 6/9/15

CLEARANCES:

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

APPROVED BY CITY MANAGER
FOR SUBMITTAL: AS

Purpose and Recommendation:

The purpose of this public hearing is provide an update to the City's Transportation Improvement Program (TIP) and for the Council to approve Draft Resolution No. 15-094 (Attachment 1) adopting the proposed Transportation Improvement Program for the City of Des Moines for the years 2016-2035.

Suggested Motion:

"I move to approve Draft Resolution No. 15-094 adopting the 2016-2035 Transportation Improvement Plan for the City of Des Moines."

Background:

Each year the City of Des Moines, and all cities and counties in Washington, submit a Transportation Improvement Program (TIP) to the State. This document is useful for agencies to plan and prioritize transportation system improvements. The purpose of these plans is to provide a planning tool for the individual agencies, and to also provide a consistent method of coordinating interagency needs and funding requirements on a regional and state wide basis.

The Transportation Improvement Plan is provided as Attachment 2. The format is similar to the State form on which the projects are listed along with a brief description of the proposed improvements. In the middle of the form is an estimated project schedule along with preliminary planning level cost

estimates for the projects. The costs are broken down into three categories, engineering (PE), right-of-way (RW) and construction (CN). The proposed year in which each phase is planned to occur is also shown.

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 priority 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 with the most current project funding information and expenditure schedule, and is forwarding this Draft 2016-2035 TIP (Attachment 2) to the full Council for public hearing and approval.

The PS&T Committee was furnished a copy of the proposed TIP on April 2, 2015.

Criteria that is helpful when considering the prioritization of projects can be found in the City's Comprehensive Transportation Plan. This is provided as Attachment 3.

A few new projects in the Redondo area have been added as a result of the Redondo Area Parking Study, specifically; Redondo Area Street Lights (14), Redondo Boardwalk Marine Pile Corrosion Project (21), Redondo Area Parking Management Project (25), and Wooten Park Access and Parking Improvements (37).

At the time of preparation of this agenda document, staff had received one public comment (refer to Attachment 4) from a Des Moines resident.

Alternatives:

Proposed projects can be moved to different years or taken off the Plan. Other proposed projects can be added to the Plan. Priority numbers can be changed. The City is required to file an adopted plan with the Secretary of Transportation no later than July 31, 2015.

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 funds. Frequently, project loans or grants require that the project be on a plan adopted by the City. Furthermore, projects using Federal funds are specifically required to be identified on the City's TIP.

Recommendation/Conclusion:

Staff recommends that the City Council approve Draft Resolution No. 15-094 (refer to Attachment 1) which covers the Transportation Improvement Program for the City of Des Moines for the years 2016-2035.

Concurrence:

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

ENGINEERING'S FIRST DRAFT 05/20/2015

DRAFT RESOLUTION NO. 15-094

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 2016 through 2035.

WHEREAS, in accordance with the provisions of RCW 35.77.010, a public hearing was held on June 25, 2015 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 2016 through 2035, which is attached to this Resolution as Attachment "1" 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 25th day of June, 2015 and signed in authentication thereof this 25th day of June, 2015.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

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

Transportation Improvement Plan
From: 2018 To: 2035
Hearing Date: 06/25/15 Adoption Date: 06/25/15
Amend Date: Resolution Number: 15-094

Functional Classification	Proposed Priority No.	City Project Number	Project Identification	Coordination with other City Project (Numbers)	Improvement Type(s)	Status	Total Length	Utility Codes	Project Phase	Project Cost in Thousands of Dollars							Local Agency Expenditure Schedule (Year)						Federally Funded Projects Only	
										Phase Start (mm/dd/yyyy)	Fund Source Information						2016	2017	2018	2019-2021	2022-2025	2026-2035	Envir. Type	R/W Required Date (mm/yy)
											Federal Funding		State Funding		Local Funds	Total Funds								
											Federal Fund Code	Federal Cost by Phase	State Fund Code	State Funds										
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
00	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.	PRES.-5.0 TRAF.-3.0 TRAF.-4.0	07	S		C S G W O O P T	PE RW CN	8/1/2012					4800	4800	240	240	240	720	960	2400		
															24000	24000	1200	1200	1200	3600	4800	12000		
										TOTALS	0	0			28800	28800	1440	1440	1440	4320	5760	14400		
17	2	PRES.-4.0	Redondo Board Walk Repairs Redondo Beach Drive from: S. 283rd St. to: Shore Dr S. Repair/Replace Boardwalk decking, deck board brackets, transverse girder steel, intermediate and edge stringers, and handrail. Replace ADA ramps. Repair damaged storm drainage and pavement.	N/A	32	P	2250 feet	C G P S T W	PE RW CN	5/1/2015 9/1/2015		285			45	330	330						CE	NO
											ER	1415			955	2370	2000	370						
										TOTALS	1700	0			1000	2700	2330	370	0	0	0	0		
00	3	TRAF.-2.0	Traffic Signal Program Citywide Replace and upgrade the City's Traffic Signal Systems to be compliant with MUTCD updates. This program is primarily funded through the City's Street Fund.	TRAF. -5.1	12	S		S W T C G P	PE RW CN	1/1/2010					20	20	1	1	1	3	4	10		
														200	200	10	10	10	30	40	100			
										TOTALS	0	0			220	220	11	11	11	33	44	110		
00	4	TRAF.-1.0	Sign Changeout Program Citywide Replace and upgrade the City traffic signs to be compliant with MUTCD updates. This program is primarily funded through the City's Street Fund.	TRAF. -5.1	12	S			PE RW CN	1/1/2007					21	21	5	5	5	6				
										TOTALS	0	0			21	21	5	5	5	6	0	0		
14	5	TIF-1.1a	S. 216th Street Improvement (Segment 1a) Transportation Gateway Project (1 of 4 projects) South 216th Street from: SR-99 to: 24th Ave. S. Widen to provide additional travel lanes, bike lanes, curb, gutter & sidewalks. Signal rebuild @ S.216th & Pac Hwy S. Partially funded through development.	TIF-1.1b TIF-1.2 TIF-2.0 TIF-3.0 ITS-3.0	12	P	0.50	C S G P T W	PE RW CN	1/1/2009 1/1/2010 11/1/2015	STP(E)	1000			700	700							CE	Yes 12/15
													FMSIB TIB	892	1308	2200	2200	800						
										TOTALS	1000	3692			2358	7050	4200	800	0	0	0	0		
14	6	TIF-10.0	Des Moines Memorial Drive & S. 200th St. Intersection Improvements from: DMMD to: S. 200th St. Widen to provide left turn lanes on all legs, and right turn lane on east leg. Rebuild traffic signal and provide channelization improvements. The improvements would be done in partnership with Sea Tac.	S-3.0 SeaTac ST-065) (SeaTac Priority 14)	05	P		C S G T W P	PE RW CN	4/1/2017 8/1/2017 3/1/2018			OTHER OTHER OTHER	150 80 920	50 20 280	200 100 1200		200 100		1200			CE	Yes
										TOTALS	0		1150		350	1500	0	300	1200	0	0	0		
16	7	S-26.0	24th Ave. S./28th Ave. S. Road Improvement 24th Avenue South from: S. 208th St. to: S. 200th St. Coordinate with City of SeaTac on the construction of a new Principal Arterial roadway.	TIF-2.0 (SeaTac ST-131) (SeaTac Priority 2)	01	P		C S G P T W	PE RW CN	1/1/2012 1/1/2013 1/1/2016					100	100		100					CE	SeaTac
										TOTALS	0	0			100	100	0	100	0	0	0	0		
00	8	TRAF.-5.0	Traffic Safety Improvement Program 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.	TRAF. -5.1	03	P		C G P S T	PE RW CN	1/1/2011 3/1/2011					140	140	20	10	8	18	24	60		
														935	935	200	210	100	75	100	250			
										TOTALS	0	0			1075	1075	220	220	108	93	124	310		

Transportation Improvement Plan

From: 2016 To: 2035

Hearing Date: 06/25/15 Adoption Date: 06/25/15

Amend Date: _____ Resolution Number: 15-094

RBC

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

Transportation Improvement Plan
From: 2016 To: 2035
Hearing Date: 06/25/15 Adoption Date: 06/25/15
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Functional Classification	Proposed Priority No.	City Project Number	Project Identification	Coordination with other City Project (Numbers)	Improvement Type(s)	Status	Total Length	Utility Codes	Project Phase	Project Cost in Thousands of Dollars						Local Agency Expenditure Schedule (Year)						Federally Funded Projects Only		
										Phase Start (mm/dd/yyyy)	Fund Source Information				Local Funds	Total Funds	2016	2017	2018	2019-2021	2022-2025	2026-2035	Envir. Type	R/W Required Date (mm/yy)
											Federal Funding		State Funding											
											Federal Fund Code	Federal Cost by Phase	State Fund Code	State Funds										
16	18	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 traffic signal if warranted.	S-21.2	12 03 32	P	0.05	C G P R W S T W	PE RW CN			OTHER TIB TIB	80 50 1500	80 50 400	160 100 1900		160 100		1900					
TOTALS										0	1630	530	2160	0	260	1900	0	0	0					
16	19	S-21.2	South 240th St. Improvements (Segment 2) South 240th Street from: 16th Ave. S. to: Marine View Drive Reconstruct roadway including two travel lanes, bicycle lanes, curb, gutter and sidewalks.	TIF-4.3 TIF-4.5 S-21.1 TIF-14.0	05 06 12 32	P	1.02	C S G P T W O	PE RW CN			OTHER	2000	250 250	250 2250			250 2250						
TOTALS										0	2000	500	2500	0	0	0	2500	0	0					
16	20	S-21.1	South 240th St. Improvements (Segment 1) South 240th Street from: East City Limits to: 16th Ave. S. Reconstruct roadway including two travel lanes, bicycle lanes, curb, gutter and sidewalks.	TIF-4.3 TIF-4.5 TIF-19.0 S-21.2	05 06 12 32	P	1.02	C S G P T W O	PE RW CN			OTHER	2000	500 1000	500 3000			500 3000						
TOTALS										0	2000	1500	3500	0	0	0	3500	0	0					
17	21	**NEW**	Redondo Boardwalk Marine Pile Corrosion Protection Under the Boardwalk along Redondo Beach Dr Corrective action to repair/replace piling that has lost protective epoxy coating.		06 12 32	P	0.10	C G P S T W	PE RW CN	1/1/2017					65 330	65 330			65 330					
TOTALS										0	0	395	395	0	0	0	395	0	0					
14	22	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.	ITS-1.0	12	P		S W T C G P	PE RW CN	10/1/2010 1/1/2012			OTHER	150	30 100	30 250	5 10	5 10	10 20	10 210				
TOTALS										0	150	130	280	15	15	30	220	0	0					
00	23	ITS-1.0	Traffic Management Center (TMC) Citywide/Public Works - Engineering Develop TMC for direct communication and coordination with WSDOT and King County Traffic Management Centers. Implement Citywide ITS program.	ITS-2.0 @ ITS-3.0 @ TIF-20.0	12	P		PE RW CN		1/1/2012 6/1/2014				10 50	10 50	10 50			10 50					
TOTALS										0	0	60	60	0	0	60	0	0	0					
00	24	TRAF.-6.0	Wayfinding Signs Citywide Install wayfinding signing throughout the City.	N/A	06 12	P		PE RW CN		1/1/2012 10/1/2014			OTHER OTHER	20 100	10 20	30 120		15 60	15 60					
TOTALS										0	120	30	150	0	75	75	0	0	0					
17	25	**NEW**	Redondo Area Parking Management Project Redondo Area Installation of parking management system on South 282nd, Redondo Way, and portions of Soundview Dr.		06 12 32	P	0.10	C G P S T W	PE RW CN	1/1/2017					25 125	25 125	25 125							
TOTALS										0	0	150	150	150	0	0	0	0	0	0				

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										Phase Start (mm/dd/yyyy)	Fund Source Information					2016	2017	2018	2019-2021	2022-2025	2026-2035	Envir. Type	R/W Required Date (mm/yy)		
											Federal Funding		State Funding		Total Funds										
											Federal Fund Code	Federal Cost by Phase	State Fund Code	State Funds	Local Funds									Total Funds	
17	26	S-8.0	Redondo Way Sidewalk Project Redondo Way South 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	INT-5.0	061232	P	0.10	C G P S T W	PE RW CN	1/1/2017					100	1000	1000			25	75	1000			
										TOTALS		0		0	1100	1100	0	0	0	25	1075	0			
00	27	PL-4.0	Parking Management Plan Highline College Area from: to: Develop a parking management plan strategy and apply program and actions.	PL-1.0 PL-3.0	1231	P			PE RW CN	1/1/2013					100	1000	1000			50	50				
										TOTALS		0		0	100	100	0	0	50	50	0	0			
14	28	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.	TIF-7.2	05061232	P	0.50	C S G P T W	PE RW CN	1/1/2010 1/1/2018			OTHER OTHER OTHER	160 60 1200	150 30 600	310 90 1800		135	40 90					CE	Yes 12/13
										TOTALS		0		1420	780	2200	0	135	130	1800	0	0			
14	29	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.	TIF-5.1	05061232	P	0.32	C G P S T W	PE RW CN	1/1/2015			OTHER OTHER OTHER	300 1700 2000	1300 1700 1700	1600 1700 5700				1600 1700 5700				CE	Yes 12/20
										TOTALS		2000		2300	4700	9000	0	0	0	9000	0	0			
14	30	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.	S-21.1 (KENT)	050612	P		S W T C G P	PE RW CN				OTHER OTHER OTHER	500 500 3000	100	600 500 3000				600 500 3000					
										TOTALS		0		4000	100	4100	0	0	0	0	4100	0			
17	31	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, incl. curb/gutter. May be shared use path constructed along R/W so pedestrian/bicycle facilities may be away from roadway alignment.	TRAIL-2.0 S-16.0	0105061232	P	0.25	C S G P T W	PE RW CN				OTHER OTHER	300 2200	300 500	600 2700				600 2700					
										TOTALS		0		2500	800	3300	0	0	0	0	3300	0			
19	32	TRAF.-3.0	Neighborhood Traffic Calming Program Citywide Respond to traffic calming concerns.	PRES.-1.0	12	P		C P S G T W	PE RW CN	1/1/2011 5/1/2011					200 800	200 800	10 40	10 40	10 40	30 120	40 160	100 400			
										TOTALS		0		0	1000	1000	50	50	50	150	200	500			
00	33	PL-2.0	Downtown Circulation Study from: to: Develop a plan to maximize multi-modal use, pedestrian access and traffic operations.	PL-1.0 PL-3.0	1231	P			PE RW CN	1/1/2011					100	1000	1000				100				
										TOTALS		0		0	100	100	0	0	0	100	0	0			

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										Phase Start (mm/dd/yyyy)	Fund Source Information						2016	2017	2018	2019-2021	2022-2025	2026-2035	Envir. Type	R/W Required Date (mm/yy)
											State Funding													
											Federal Fund Code	Federal Cost by Phase	State Fund Code	State Funds	Local Funds	Total Funds								
00	34	PL-3.0	Parking Management Plan Downtown from:																					

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										Phase Start (mm/dd/yyyy)	Fund Source Information					2016	2017	2018	2019-2021	2022-2025	2026-2035	Envir. Type	R/W Required Date (mm/yy)	
											Federal Funding		State Funding		Local Funds									Total Funds
											Federal Fund Code	Federal Cost by Phase	State Fund Code	State Funds										
14	42	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.	TIF-5.1 TIF-13.0	05 12 06 32	P	0.78	C S G R W P T	PE RW CN		STP(C)	2000	OTHER	2500	1400 1000 2100	1400 1000 6600						1400 1000 6600	CE	Yes 12/20
TOTALS												2000		2500	4500	9000	0	0	0	0	0	9000		
14	43	TIF-13.0	Marine View Drive and Kent-Des Moines Road Intersection Improvements from: to: Add a second eastbound through lane through the intersection.	TIF-5.3 TIF-12.0	32 05 12 06	P		S W T C G P	PE RW CN		STP(E)	600	OTHER	1000	400 500 1000	200 300 1600	600 800 1600					600 800 1600	CE	Yes 12/20
TOTALS												600		1900	500	3000	0	0	0	0	3000	0		
14	44	TIF-12.0	Marine View Drive and S. 227th St. Intersection Improvements from: to: Revise lane configuration to single eastbound right with overlap signal phase. Add second southbound through lane at intersection.	TIF-13.0	32 05 06 12	P		S W T C G P	PE RW CN				OTHER	100 500	40 60	140 560	0 560					140 560		
TOTALS												0		600	100	700	0	0	0	0	700	0		
14	45	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	TIF-5.2 TIF-5.3	05 12 06 32	P	0.64	C G O P S T W	PE RW CN		STP(C)	500	OTHER	2500	700 600 1700	700 600 4700					700 600 4700	CE	Yes 12/20	
TOTALS												500		2500	3000	6000	0	0	0	0	6000	0		
00	46	PL-1.0	CTP Update from: to:	PL-2.0	12 31	P			PE RW CN						480 0 0	480 0 0					400	80		
TOTALS												0		0	480	480	0	0	0	0	400	80		
17	47	S-27.0	30th Ave. S. Over-Crossing Bridge Crossing over Kent-Des Moines Road from: to: Construct bridge over Kent Des Moines Road linking Pacific Ridge with Midway. Coordinate with Kent.	PRNIP-S5.0	01 05 06 12	P		S W T C G P	PE RW CN						750 800 6500	750 800 6500						750 800 6500		
TOTALS												0		0	8050	8050	0	0	0	0	0	8050		
17	48	S-20.0	Redondo Beach Drive Sidewalk Project Redondo Beach Drive from: S. 281st St to: South City Limits Install sidewalk and make pedestrian improvements.		32 06 12	P	0.16	S W T C G P	PE RW CN						100 500	100 500					100 500			
TOTALS												0		0	600	600	0	0	0	0	600	0		
14	49	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.	TIF-4.3 TIF-4.4 S-21.1 S-21.2	32 05 06 12	P		S W T C G P	PE RW CN				OTHER	500	200 300	200 800	0 800					200 800		
TOTALS												0		500	500	1000	0	0	0	0	1000	0		

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										Fund Source Information						2016	2017	2018	2019-2021	2022-2025	2026-2035	Envir. Type	R/W Required Date (mm/yy)	
										Phase Start (mm/dd/yyyy)	Federal Fund Code	Federal Cost by Phase	State Fund Code	State Funds	Local Funds									Total Funds
16	50	S-3.0	S. 200th St. & S. 199th St. Improvements from: DMMD to: 1st Ave. S. Install curbs, gutters, sidewalks, & bike lanes.	S-2.1 S-2.2 TIF-17.0	05 03 06 12 32	P	1.00	C S G P T W	PE RW CN			OTHER OTHER OTHER	100 50 1200	200 50 600	300 100 1800					300 100 1800				
										TOTALS	0		1350		850	2200	0	0	0	0	2200	0		
17	51	S-4.0	S. 268th Street Improvement Project South 268th Street from: 16th Ave. S. to: Pacific Highway South Reconstruct to Neighborhood Collector Standard with 2 travel lanes, curb, gutter & sidewalk.		05 06 12 32	P	0.26	C S G P T W	PE RW CN			OTHER SRTS		300 431	300 769	0 1200	150 550			150 650				
										TOTALS	0		431		1069	1500	700	0	0	800	0	0		
14	52	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.	TIF-4.4 TIF-4.5 TIF-5.1 TIF-5.2 S-21.1 S-21.2	05 12 32	P	0.74	C S G P T W	PE RW CN			OTHER	2000	400 500 1200	400 500 3200					400 500 3200				
										TOTALS	0		2000		2100	4100	0	0	0	0	4100	0		
14	53	TIF-4.2	16th Ave. S. Improvement Project (Segment 2) 16th Avenue South from: S. 200th St. to: S. 250th Street Install curbs, gutters and sidewalks and bike lanes. Provide 2-way left turn lane.	S-7.0 TIF-4.4 INT-2.0	05 06 12 32	P	0.80	C S G P T W	PE RW CN			OTHER		1200 300 2100	1200 300 5100						1200 300 5100			
										TOTALS	0		3000		3600	6600	0	0	0	0	0	6600		
17	54	S-12.0	S. 208th St. Sidewalk Project South 208th Street from: 1st Ave. S. to: DMMD Install sidewalk and make pedestrian improvements.	INT-3.0	32 05 06 12	P		S W T C G P	PE RW CN					260 40 1300	260 40 1300						260 40 1300			
										TOTALS	0		0		1600	1600	0	0	0	0	0	1600		
17	55	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.	S-6.0	01 06 12 32	P	0.10	C S G P T W	PE RW CN			OTHER OTHER		300 1200	300 1200						300 1200			
										TOTALS	0		0		1500	1500	0	0	0	0	0	1500		
17	56	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.	TIF-8.0	04 06 12	P	0.45	C S G P T W	PE RW CN			OTHER OTHER	200 1000	200 1000	400 2000						400 2000			
										TOTALS	0		1200		1200	2400	0	0	0	0	0	2400		
17	57	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.	INT-2.0	05 32 12 06	P	0.47	C S G P T W	PE RW CN			OTHER OTHER OTHER	50 25 1200	300 25 1200	350 50 2400						350 50 2400			
										TOTALS	0		1275		1525	2800	0	0	0	0	0	2800		
17	58	INT-2.0	S. 250th Street and 16th Ave. S. Intersection Improvements from: to: Add eastbound right turn pocket.	TIF-4.2 TIF-4.4 S-7.0	05 12	P		S W T C G P	PE RW CN					50 200	50 200						50 200			
										TOTALS	0		0		250	250	0	0	0	0	0	250		
14	59	S-9.0	S. 272nd Street / Marine View Drive from: to: Reconstruct roadway to improve horizontal and vertical alignment.	S-19.0	03 12	P	0.20	C G P S T W	PE RW CN			OTHER	500	150 150	150 650						150 650			
										TOTALS	0		500		300	800	0	0	0	0	0	800		

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										Fund Source Information						2016	2017	2018	2019-2021	2022-2025	2026-2035	Envir. Type	R/W Required Date (mm/yy)		
										Phase Start (mm/dd/yyyy)	Federal Funding		State Funding		Local Funds									Total Funds	
											Federal Fund Code	Federal Cost by Phase	State Fund Code	State Funds											
14	60	INT-6.0	Pacific Highway S. and S. 260th St. Intersection Improvements from: to: Revise signal timing. Coordinate with the City of Kent.	(KENT)	12	P		S W T C G P	PE RW CN				OTHER	20	20	40							40		
													OTHER	120		120							120		
									TOTALS		0		140	20	160		0	0	0	0	0	0	160		
14	61	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.	TIF-4.2 TIF-4.3 S-7.0	05 06 32 12	P	0.90	C G S P T W	PE RW CN				OTHER	2000	800 200 1500	3500							800 200 3500		
									TOTALS		0		2000	2500	4500		0	0	0	0	0	0	4500		
17	62	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.	INT-1.0	05 06 12 32	P	1.02	C S S P T W O	PE RW CN				OTHER	300	200	500							500		
													OTHER	2000	500	2500							2500		
									TOTALS		0		2300	700	3000		0	0	0	0	0	0	3000		
14	63	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.	TIF-1.1a TIF-1.2 TIF-2.0 TIF-3.0 ITS-3.0 @	12 06 04 32 03	P	0.26	C S S P T W	PE RW CN	STP(E)	800		OTHER	800	500 800 1000	2600							500 800 2600	CE	Yes 11/13
									TOTALS		800		800	2300	3900		0	0	0	0	0	0	3900		
14	64	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.	TIF-7.1	05 06 01 12 32	P	0.50	C S S P T W	PE RW CN				OTHER OTHER OTHER	240 900 1660	200 600 800	440 1500 2460							1000 1200 2200	CE	Yes 12/25
									TOTALS		0		2800	1600	4400		0	0	0	0	0	0	4400		
16	65	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.		01 32 06 12	P		S W T C G P	PE RW CN					2000 1500 10000	2000 1500 10000								2000 1500 10000		
									TOTALS		0			13500	13500		0	0	0	0	0	0	13500		
00	66	S-23.0	Dock Street Bike Lanes from: S. 227th Street to: Cliff Ave. S. Install bike lanes through the Marina to link the Des Moines Creek Trail to S. 227th St.	TRAIL-1.0 @ TRAIL-3.0	32 06 12	P		S W T C G P	PE RW CN					60 200	60 200								60 200		
									TOTALS		0		0	260	260		0	0	0	0	0	0	260		
14	67	S-11.0	S. 272nd Street Improvements South 272nd Street from: Pacific Highway South to: 16th Ave. S. Install access control to enhance safety.		12	P		S W T C G P	PE RW CN					20 80	20 80								20 80		
									TOTALS		0		0	100	100		0	0	0	0	0	0	100		

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

Transportation Improvement Plan

From: 2016 To: 2035
Hearing Date: 06/25/15 Adoption Date: 06/25/15
Amend Date: Resolution Number: 15-094

Functional Classification	Proposed Priority No.	City Project Number	Project Identification	Coordination with other City Project (Numbers)	Improvement Type(s)	Status	Total Length	Utility Codes	Project Phase	Project Cost in Thousands of Dollars						Local Agency Expenditure Schedule (Year)						Federally Funded Projects Only			
										Phase Start (mm/dd/yyyy)	Fund Source Information					2016	2017	2018	2019-2021	2022-2025	2026-2035	Envir. Type	R/W Required Date (mm/yy)		
											Federal Funding		State Funding												
											Federal Fund Code	Federal Cost by Phase	State Fund Code	State Funds	Local Funds									Total Funds	
17	68	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.	S-8.0	12	P		S W T C G P	PE RW CN			OTHER	60	60	1200										
												OTHER	400	200	600										
																TOTALS	0	0	0	0	0	0			
17	69	PRNIP-N2.0	S. 220th St. Improvements Pacific Ridge NIP N2 from: Pacific Highway South to: 30th Ave. S. Reconstruct roadway		32 03 12	P		S W T C G P	PE RW CN					15050	150800										
																TOTALS	0	0	0	0	0	0			
17	70	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		32 05 12 06	P		S W T C G P	PE RW CN			OTHER	100	50	1500										
												OTHER	500	50	550										
																TOTALS	0	0	0	0	0	0			
19	71	PRNIP-S4.0	S. 225th Pl. Connection Improvement Pacific Ridge NIP S4 from: Pacific Highway South to: 30th Ave. S. Construct new roadway	PRNIP-S5.0	01 06 12 32	P		S W T C G P	PE RW CN					700400	7004003500										
																TOTALS	0	0	0	0	0	0			
19	72	PRNIP-N4.0	S. 222nd Pl. Connection Improvement Pacific Ridge NIP N4 from: 28th Ave. S. to: 30th Ave. S. Construct new roadway		01 06 12 32	P		S W T C G P	PE RW CN					350350	3501200										
																TOTALS	0	0	0	0	0	0			
17	73	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	PRNIP-S3.0	03 06 12 32	P	0.44	C S G P T W O	PE RW CN					1500	1501000										
																TOTALS	0	0	0	0	0	0			
17	74	PRNIP-N1.0	30th Ave. S. Improvements Pacific Ridge NIP N1 from: S. 216th St. to: S. 220th St. Reconstruct roadway		32 05 03 12	P		S W T C G P	PE RW CN					300100	3001001200										
																TOTALS	0	0	0	0	0	0			
17	75	PRNIP-N5.0	30th Ave. S. Improvements Pacific Ridge NIP N5 from: S. 222nd Pl. to: n/o S. 224th St. Reconstruct roadway	PRNIP-S1.0	32 05 03 12	P		S W T C G P	PE RW CN					12040	120640										
																TOTALS	0	0	0	0	0	0			
17	76	PRNIP-S1.0	30th Ave. S. Improvements Pacific Ridge NIP S1 from: n/o S. 224th St. to: S. 224th St. Reconstruct roadway	PRNIP-S5.0 PRNIP-N5.0	32 05 03 12	P		S W T C G P	PE RW CN					500	500200										
																TOTALS	0	0	0	0	0	0			
17	77	PRNIP-S5.0	30th Ave. S. Improvements Pacific Ridge NIP S5 from: S. 224th St. to: Kent-Des Moines Rd. Reconstruct roadway	PRNIP-S1.0 PRNIP-S4.0	32 05 03 12	P		S W T C G P	PE RW CN					600200	6002003200										
																TOTALS	0	0	0	0	0	0			
19	78	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	PRNIP-N3.2 PRNIP-N3.3	03 05 12	P		S W T C G P	PE RW CN					500	500200										
																TOTALS	0	0	0	0	0	0			

Agency: City of Des Moines, WA
County No.: 17 County Name: King County
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Transportation Improvement Plan
From: 2018 To: 2035
Hearing Date: 06/25/15 Adoption Date: 06/25/15
Amend Date: Resolution Number: 15-094

Functional Classification	Proposed Priority No.	City Project Number	Project Identification	Coordination with other City Project (Numbers)	Improvement Type(s)	Status	Total Length	Utility Codes	Project Phase	Project Cost in Thousands of Dollars						Local Agency Expenditure Schedule (Year)						Federally Funded Projects Only		
										Phase Start (mm/dd/yyyy)	Fund Source Information					2016	2017	2018	2019-2021	2022-2025	2026-2035	Envir. Type	R/W Required Date (mm/yy)	
											Federal Funding		State Funding		Total Funds									
											Federal Fund Code	Federal Cost by Phase	State Fund Code	State Funds										Local Funds
19	79	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	PRNIP-N3.1 PRNIP-N3.3	03 05 12	P		S W T C G P	PE RW CN						50 200	50 200						50 200		
										TOTALS	00250250					0	0	0	0	0	250			
19	80	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	PRNIP-N3.1 PRNIP-N3.2	03 05 12	P		S W T C G P	PE RW CN						50 200	50 200						50 200		
										TOTALS	00250250					0	0	0	0	0	250			
10	81	PRNIP-S3.0	S. 224th St. Cul-de-Sac Improvement Pacific Ridge NIP S3 from: Eastern terminus to: I-5 Reconstruct roadway	S-22.0 PRNIP-S2.0	03 05 12	P		S W T C G P	PE RW CN						50 200	50 200						50 200		
										TOTALS	00250250					0	0	0	0	0	250			
16	82	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.	S-2.1 S-2.2 S-3.0	05 06 12	P		S W T C G P	PE RW CN						60 240	60 240						60 240		
										TOTALS	00300300					0	0	0	0	0	300			
16	83	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.	TIF-3.0 S-10.0	05 06 12	P		S W T C G P	PE RW CN						80 50 420	80 50 420						80 50 420		
										TOTALS	00550550					0	0	0	0	0	550			
16	84	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.	TIF-8.0 S-21.1	05 06 12	P	0.10	C S G P T W	PE RW CN				OTHER OTHER OTHER	125 25 700	125 25 700	250 50 1400						250 50 1400		
										TOTALS	08508501700					0	0	0	0	0	1700			
14	85	INT-3.0	Des Moines Memorial Drive and S. 208th St. Intersection Improvements from: to: Widen DMMD to add left turn pockets at S. 208th Street.	S-1.0 S-12.0	05 06 12	P		S W T C G P	PE RW CN				OTHER	100	100	200						50 200		
										TOTALS	0100150250					0	0	0	0	0	250			
14	86	INT-4.0	Des Moines Memorial Drive and S. 212th St. Intersection Improvements from: to: Widen DMMD to add left turn pockets at S. 208th Street.	S-1.0	05 06 12	P		S W T C G P	PE RW CN				OTHER	100	100	200						50 200		
										TOTALS	0100150250					0	0	0	0	0	250			

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Transportation Improvement Plan
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Functional Classification	Proposed Priority No.	City Project Number	Project Identification	Coordination with other City Project (Numbers)	Improvement Type(s)	Status	Total Length	Utility Codes	Project Phase	Project Cost in Thousands of Dollars						Local Agency Expenditure Schedule (Year)						Federally Funded Projects Only			
										Phase Start (mm/dd/yyyy)	Fund Source Information					2016	2017	2018	2019-2021	2022-2025	2026-2035	Envir. Type	R/W Required Date (mm/yy)		
											Federal Funding		State Funding		Local Funds									Total Funds	
											Federal Fund Code	Federal Cost by Phase	State Fund Code	State Funds											
17	87	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.	S-9.0	0532	P	1.09	S W T C G P	PE RW CN				OTHER OTHER OTHER	700 800 2250	700 800 2250	1400 1600 4500							1400 1600 4500		
TOTALS											0			3750	3750	7500	0	0	0	0	0	0	7500		
17	88	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.	S-2.1 S-3.0 TIF-17.0	05120632	P	1.00	C S G P T W	PE RW CN						500 1500	500 1500							500 1500		
TOTALS											0		0	2000	2000	2000	0	0	0	0	0	0	2000		
17	89	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.	S-18.0	3205	P	1.05	S W T C G P	PE RW CN						300 50 2150	300 50 2150							300 50 2150		
TOTALS											0		0	2500	2500	2500	0	0	0	0	0	0	2500		
17	90	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.	S-17.0	3205	P	0.65	S W T C G P	PE RW CN						350 50 2600	350 50 2600							350 50 2600		
TOTALS											0		0	3000	3000	3000	0	0	0	0	0	0	3000		
17	91	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.	TIF-6.0	3205	P	0.78	S W T C G P	PE RW CN						200 50 1650	200 50 1650							200 50 1650		
TOTALS											0		0	1900	1900	1900	0	0	0	0	0	0	1900		
17	92	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.		3205	P	0.48	S W T C G P	PE RW CN						160 40 900	160 40 900							160 40 900		
TOTALS											0		0	1100	1100	1100	0	0	0	0	0	0	1100		
17	93	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.		3205	P	0.23	S W T C G P	PE RW CN						80 20 400	80 20 400							80 20 400		
TOTALS											0		0	500	500	500	0	0	0	0	0	0	500		
17	94	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.		3205	P	0.61	S W T C G P	PE RW CN						200 50 1250	200 50 1250							200 50 1250		
TOTALS											0		0	1500	1500	1500	0	0	0	0	0	0	1500		

CRITERIA FOR PRIORITIZING PROJECTS

In developing the annual six-year Transportation Improvement Plan (TIP) for the City, project prioritization is needed to help identify when best to fund and implement the projects since funding is limited. Criteria were established to help prioritize the projects and implementation based on several goals for the Des Moines transportation system, as noted in Table 8-2.

Table 8-2. Criteria for Project Prioritization

Criteria	Measurement
Mobility	
Traffic Mobility	Improves corridor and signal LOS operation
Regional Mobility	Vehicle capacity improvements on major regional routes
System Preservation	Improves existing or substandard roadways
Safety	
Traffic Safety	Improvements that address HAL (based on collision history) location
Emergency Response	Reduces travel time to fire demand zones based on percent response in <= 7 minutes
Environment	
Environmental Preservation	Protects open spaces and minimizes increases to paved areas
Neighborhood Protection	Supports protection of residential areas and neighborhood streets
Multimodal	
Transit Mobility	Supports transit operation on primary transit corridors
Pedestrian Mobility	Improvements that benefit pedestrians based on Accessibility
Bicycle Mobility	Improvements that provide bicycle facilities
Connectedness-Accessibility	Completes missing links to improve access
Implementation	
Cost Effectiveness	Maximizes PM peak usage per 1000 dollar of investment
Funding	Level of funding commitment for project
Project Readiness	Degree the project is ready to be implemented
Economic Development	Supports Land Use Vision

Using these criteria, the recommended projects will need to be evaluated and ranked based on how well each could meet the criteria. High priority projects for Des Moines are those that meet multiple criteria in enhancing travel, mobility for all modes of travel and that will meet the near-term requirements of development and growth. Opportunities for funding can help to boost the priority of a project – allowing the City to take advantage of funding sources and development contributions to the completion of a key project.



Brandon Carver

From: Alex [aderiugin@msn.com]
Sent: Tuesday, June 09, 2015 10:13 AM
To: Brandon Carver
Cc: Tony Piasecki
Subject: Transportation Improvement Plan 2016-2035

Importance: High

Hi Brandon,

We have spoken several times regarding the stretch of 16th Ave South between 272nd and 279th and it's extremely poor condition as well as parked semi-trucks. I see that there is a public meeting scheduled on June 25th to get input regarding subject plan. Unfortunately, I will not be able to attend so I am providing my input by e-mail. The reference is City Project Number TIF-7.1.

- 1) This should be a high priority for the Cities of Des Moines & Federal Way. This stretch of roadway has been neglected for decades and is a hazard for vehicles, bicycles and pedestrians during the day and night. Just take a look and see the condition today, overgrown grass, surface of road with potholes, people riding their bicycles and walking without sidewalks etc. This is a major thoroughfare and used instead of Pacific Hwy as you well know and a gateway to Des Moines from the south. I can't imagine that the City of Federal Way is thrilled with the condition or safety of the overall area as well.
- 2) You have a potential development (Pacific Heights) that has been approved going into the area which will add the number of vehicles, bicycles and pedestrians. As growth comes into the area the situation gets even worse.
- 3) The parking of semi-trucks just south of 276th continues overnight or for numerous days as this has become a known truck stop. Turning onto 16th Ave from 276th is difficult as it is and having parked vehicles on the west side makes it worse. Signs are up but not in the right location and even so, ignored.
- 4) The speed limit should be reviewed as well as cars are traveling at high speeds on this straight away.
- 5) I would strongly suggest that the City of Des Moines along with the City of Federal Way move this up in the priority of improvements in the subject Transportation Plan. **This stretch of roadway is a hazard and needs to be addressed ASAP.**

I thank you for your consideration. Please feel free to contact me if you have any questions or would like additional feedback.

Alex

Alex Deriugin

aderiugin@msn.com

28057 13th Ave South
 Des Moines, WA 98198-9432
 Cell Phone: 206-930-0089
 Home Phone: 253-839-7711

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Redondo Parking Management Plan –
Final Report Briefing

ATTACHMENTS:

Final Redondo Parking Management Plan
Available online City Web Site –

AGENDA OF: June 25, 2015

DEPT. OF ORIGIN: Planning, Building & Public
Works

DATE SUBMITTED: June 18, 2015

CLEARANCES:

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

APPROVED BY CITY MANAGER
FOR SUBMITTAL: MM/ACM

Purpose:

The purpose of this agenda item is to provide the City Council an overview of the Final Redondo Parking Management Plan. An electronic copy of the final report is available on the City's website at: <http://www.desmoineswa.gov/DocumentCenter/View/2068>. No suggested motion is provided, however staff is seeking direction from the Council on the priority of the projects proposed in the report. The priority of the proposed projects will be incorporated into the Transportation Improvement Plan during the Public Hearing, scheduled for June 25, 2015.

Background:

In an effort to respond to citizen comment concerning issues relating to parking, pedestrian safety, and traffic management in the Redondo neighborhood, the City performed a study beginning in 2014 to try to substantiate and provide potential direction to address these problems. In particular, the Redondo Parking Management Plan focused on field data driven decisions in tandem with stakeholder outreach efforts. Through public open house events, City Council briefings, meetings with local businesses, and general communication with City staff, all stakeholders were given the opportunity to guide the study. The first open house provided the framework in which the study was conducted while the second provided opportunity for comment on the specific recommendations within. Following is a summary of the comments received during the first open house:

Open House #1 – October 15th 2014
Summary of Comments Received

Parking Demand Management

- Blocking Driveways (12 Comments)
- Appropriate Parking Rates (10 Comments)

Infrastructure/Signage Improvements

- Pedestrian Improvements (Sidewalks etc) (12 Comments)
- Crosswalk Improvements (8 Comments)

Street Improvements

- Signage (5 Comments)
- Sight Distance (5 Comments)

Crime/Enforcement

- Need for Improved Lighting (8 Comments)
- Speeding (11 Comments)
- Unlawful Activity (10 Comments)

Based on the framework provided by the first open house comments, the study identified strategic, implementable short and long-term projects that can provide potential solutions to the issues raised.

The second open house held on May 13th, 2015 allowed the public to review, respond to, and prioritize those projects listed in the Plan (See Discussion Below) as well as provide the City staff any indication if any projects are unanimously unacceptable. Comments from the second open house focused on enforcement, parking management, and pedestrian safety & operations, similar to those issues identified within the first open house.

Discussion:

Following the second open house as well as a City Council update held on May 21st, 2015, the projects identified within the Redondo Parking Management Plan were re-analyzed for priority and strategic implementation (See Table 1 below). Within the final plan a few themes emerged:

1. Community desire for action now, represented by the overwhelming support for the short-term projects and strategies to provide City presence in the community. This does not mean long-term strategies are undesirable, but they do not fit within the time horizon of current expectations.
2. General understanding and acceptance that there is a need for parking management in Redondo not only to mitigate peak season area use, but also to mitigate impacts to the community.
3. Any implemented solutions should have a safety enhancement component and/or City presence.
4. Continued community desire for increased police enforcement in Redondo Area due to unlawful activity, some of which can be mitigated by strategic investments in the built environment. Such measures would include lighting, pedestrian facilities, signage etc.

Within Table 1 below, all Redondo Parking Management Plan recommendations are presented along with community and City Council level of interest. Additionally, each project has an indication of funding strategy with the **majority of projects requiring a capital investment**. Finally, most projects have been designated and added to the Transportation Improvement Plan (TIP) with the corresponding priority preference indicated. Note that multiple projects are indicated to have the same TIP priority which illustrates interrelation.

**TABLE 1: REDONDO PARKING MANAGEMNT PLAN
PROPOSED PROJECTS & PRIORITY**

	Recommended Projects	Short/Long Term	Community Priority	City Council Interest	Funding Strategy	City TIP (Draft) Priority
1	Metered Parking Zone	S/L	3		Capital	25
2	Residential Parking Zone	S/L	2		Capital	25
3	Install Other Signs	S	1 (tie)	4	Operational	
4	Install Street Lights	S	1 (tie)	1	Capital	14
5	Flex Boat Launch Parking	S	5	3	Operational	
6	Install Driver Feedback Sign	S	8 (tie)		Capital	8
7	Crosswalk Consolidation	S	4	2	Capital	48
8	Wooton Park Parking/Access	L	6 (tie)	Req. further discussion	Capital	37
9	Reconfigure Salty's Parking Lot	L	6 (tie)	Req. further discussion	Capital	48
10	Redondo Way South Parallel Parking	L	6 (tie)		Capital	26
11	Redondo Beach Dr/Way Signal	L	8 (tie)		Capital	68
12	Enhance Redondo Beach Dr/Way Intersection	L	7		Capital	68

Financial Impact:

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

Concurrence:

N/A

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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: Second Reading of Draft Ordinance
No. 15-066 related to the City of Des Moines 2015
Comprehensive Plan Update

ATTACHMENTS:

1. Draft Ordinance No. 15-066
2. June 11, 2015 Council Agenda (without Attachments).

FOR AGENDA OF: June 25, 2015

DEPT. OF ORIGIN: Planning, Building and
Public Works

DATE SUBMITTED: June 18, 2015

CLEARANCES:

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

APPROVED BY CITY MANAGER
FOR SUBMITTAL: AT

Purpose and Recommendation

The purpose of this Agenda Item is for City Council to consider, on second reading, Draft Ordinance No. 15-066 (Attachment 1) amending the 2009 Des Moines Comprehensive Plan and Chapters 18.05 and 18.25 DMMC. The public hearing was held on June 11, 2015. The hearing was closed, and passed to a second reading on June 25, 2015.

Suggested Motion

Motion 1: "I move to enact Draft Ordinance No. 15-066 amending the 2009 Des Moines Comprehensive Plan substantially in the form as submitted, and amending Chapters 18.05 and 18.25 DMMC."

Background

Over the past year, the City Council has been working with the Community Development Division on the 2015 update of the Des Moines Comprehensive Plan. The June 11, 2015 Council Agenda (Attachment 2) provides additional background information regarding the process for developing and information contained in Draft Ordinance No. 15-066.

Discussion

On June 11, 2015, the City Council conducted a public hearing on Draft Ordinance No. 15-066. Council moved the ordinance to a second reading on June 25, 2015.

Since discussed at the Public hearing, staff has continued to work on plan amendments to respond to review comments from the Washington State Department of Commerce and the Puget Sound Regional Council (PSRC) as well as further align goals, policies and implementation strategies, and add photos and graphics. Following is a summary of plan revisions made since the Public Hearing:

Chapter 2: Land Use Element - Added reference to the Federal Regulation 49 CFR Part 77 that establishes standards and notification requirements for objects affecting navigable airspace and PSRC's Airport Compatible Land Use Program.

Chapter 7: Housing Element – Added new information on affordable ownership housing has been added to the background and context section. Removed a proposed goal (formerly HOU 4) that related to coordination with other jurisdictions/agencies on housing issues, as the intent of the goal is addressed in other goals, policies and implementation strategies.

Chapter 10: Marina District Element – Realigned goals, policies and implementation strategies to ensure every goal had a supporting policy/strategy. Some policies or portions of policies were realigned to be implementation strategies (e.g., MD 2.6 was split into a goal and implementation strategy).

Chapter 11: Pacific Ridge Element – Updated background text, further aligned policies and implementation strategies to topic areas such as land use, housing, economic development; removed negative language; removed duplicate policies and strategies; and split several goals into policies or implementation strategies.

As previously noted, the *Parks, Recreation and Open Space Element*, including numbering of goals, policies and implementation strategies, will be updated in conjunction with the *Parks, Recreation and Senior Services Master Plan* update.

Financial Impact

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

Alternatives

The City Council may:

1. Enact Draft Ordinance No. 15-066 as written.
2. Enact Draft Ordinance No. 15-066 with amendments.
3. Decline to enact Draft Ordinance No. 15-066.

Recommendation or Conclusion

Staff recommends that the City Council enact Draft Ordinance No. 15-066 as written.

CITY ATTORNEY'S FIRST DRAFT 6/2/15

DRAFT ORDINANCE NO. 15-066

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON adopting the 2015 update to the Des Moines Comprehensive Plan and amending DMMC 18.05.050, and 18.05.060 and adding a new section to Chapter 18.25.

WHEREAS, the 1990 Growth Management Act is codified in Chapter 36.70A RCW and requires that each jurisdiction produce a Comprehensive Plan that contains, at a minimum, elements pertaining to land use, transportation, capital facilities, housing, and utilities, and

WHEREAS, the Des Moines Comprehensive Plan was adopted by the City Council on November 12, 2009 by enactment of Ordinance No. 1469, and

WHEREAS, there have been subsequent amendments to the Des Moines Comprehensive Plan, and

WHEREAS, each amendment of the Comprehensive Plan was processed in accordance with the requirements of the State Environmental Policy Act and public hearings were conducted in accordance with law, and

WHEREAS, the Growth Management Act requires, among other things, that "cities ... take action to review and, if needed, revise their **comprehensive plans** and development regulations (*emphasis added*) to ensure the plan and regulations comply with the requirements of this chapter . . . Any amendment of or revision to development regulations shall be consistent with and implement the comprehensive plan," and

WHEREAS, the city of Des Moines is required to conduct a periodic update of its comprehensive plan and development regulations, pursuant to (RCW 36.70A.130(1)) by June 30, 2015, and

WHEREAS, the goals and policies for growth and the provision of services are guided by GMA requirements and are based in part upon state and regional goals, and reflect the vision and goals of elected officials, community advisory groups and citizens, and

Draft Ordinance No. 15-066
Page 2 of 5

WHEREAS, notice of the public hearing before the City Council was given to the public in accordance with law and a public hearing was held on the ____ day of June 2015, and all persons wishing to be heard were heard, and

WHEREAS, the Des Moines Planning, Building and Public Works Director acting as the SEPA responsible official issued a determination of nonsignificance (DNS) on the 15th day of May 2015 and the accompanying comment and appeal periods have lapsed, and

WHEREAS, proper and timely notice was given to the Washington State Department of Commerce of these amendments as required by Chapter 36.70A RCW, and

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

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

Sec. 1. DMMC 18.05.050 and section 3 of Ordinance No. 1469 as amended by section 2 of Ordinance No. 1528 as amended by section 19 of Ordinance No. 1551 are amended to read as follows:

Preferred land use map designation. The map filed in the City Clerk's office and marked Exhibit "B" to Ordinance No. 1469 and adopted November 12, 2009, as amended by Exhibit "B" to Ordinance No. 1528, ~~is as amended as described in~~ by Exhibit "B" to Ordinance No. 1551, is amended as described in Exhibit "B" to Ordinance No. 15-066 and constitutes the comprehensive land use map, also referred to as the preferred land use map, for the City. The map referenced herein supersedes all previously adopted preferred land use maps.

Sec. 2. DMMC 18.05.060 and section 20 of Ordinance 1591 are amended to read as follows:

Draft Ordinance No. 15-066
Page 3 of 5

Adoption of Comprehensive Plan. The document consisting of ~~11~~ 12 chapters, entitled "~~2009 City of Des Moines Comprehensive Plan~~, Des Moines 2035" and attached as Exhibit "A" to Ordinance No. 1469 as amended by Section 20 of Ordinance No. 1591 is adopted by reference and constitutes the Comprehensive Plan for the City.

NEW SECTION. Sec. 3. A new section is added as chapter DMMC 18.25.120 to read as follows:

Comprehensive plan amendments. There is adopted by reference a comprehensive plan, on file with the City Clerk, as subsequently amplified, augmented and amended pursuant to the provisions in this title, as identified below.

- | | | |
|-------------------------|------------------|------------------------------------|
| | (1) Chapter 1: | Introduction |
| | (2) Chapter 2: | Land Use Element |
| | (3) Chapter 3: | Transportation Element |
| Element | (4) Chapter 4: | Conservation and Environment |
| Public Services Element | (5) Chapter 5: | Capital Facilities, Utilities, and |
| | | Public Services Element |
| Element | (6) Chapter 6: | Parks, Recreation, and Open Space |
| | (7) Chapter 7: | Housing Element |
| | (8) Chapter 8: | Economic Development Element |
| | (9) Chapter 9: | North Central Neighborhood Element |
| | (10) Chapter 10: | Marina District Element |
| | (11) Chapter 11: | Pacific Ridge Element |
| | (12) Chapter 12: | Healthy Des Moines Element |

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Page 4 of 5

(13) Appendix A: City of Des Moines Buildable
Lands Report

(14) Appendix B: Transportation Technical
Memorandum

(15) Appendix C: City of Des Moines Housing
Inventory and Needs Assessment

NEW SECTION. Sec. 4. Severability - Construction.

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

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

NEW SECTION. Sec. 5. Effective date. This ordinance shall take effect and be in full force five (5) days after its passage, approval, and publication in accordance with law.

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

M A Y O R

APPROVED AS TO FORM:

Assistant City Attorney

ATTEST:

Draft Ordinance No. 15-066
Page 5 of 5

City Clerk

Published: _____, 2015



DES MOINES

Charting Our Course for a Sustainable Future

2035

Adopted June 25, 2015 by Ordinance No. ____



DES MOINES 2035

CHARTING OUR COURSE FOR A SUSTAINABLE FUTURE

MAYOR

Dave Kaplan

CITY COUNCIL

Matt Pina, Mayor Pro Tem

Jeremy Nutting

Vic Pennington

Melissa Musser

Bob Sheckler

CITY MANAGER

Tony Piasecki

PLANNING, BUILDING AND PUBLIC WORKS DEPARTMENT

Dan Brewer, P.E., Director

Denise Lathrop, AICP, Community Development Mgr.

Nikole Coleman, AICP, Planner II

Adopted June 25, 2015 by Ordinance No.

Cover Photo Source: www.nwboatinfo.com

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Chapter No 1: Introduction

The Des Moines Comprehensive Plan is a 20-year plan that articulates our community's vision and values about how we will grow into the future. The goals, policies and implementation strategies included in this Plan provide a basis for the City's regulations and guide future decision-making. The Plan also addresses anticipated population, housing and employment growth, and how facilities and services will be maintained or improved to accommodate expected growth between now and the year 2035.

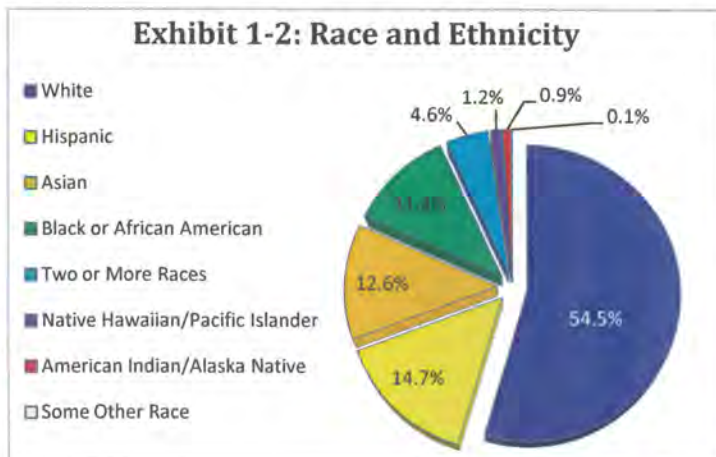
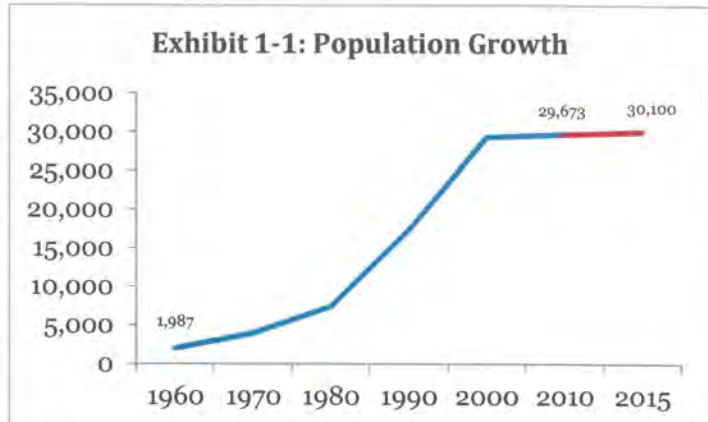
This Introduction section provides information about our community, our Vision for 2035, and a description of the comprehensive planning process.

OUR COMMUNITY

The City of Des Moines is situated along Puget Sound midway between Seattle and Tacoma, Washington. Geographically, the City is long and narrow (6.3 miles long and 2.1 miles wide) and covers 4,340 acres. The City is divided into nine neighborhoods, each providing a mix of population, housing, commercial opportunities, and amenities (Figure 1-1).

Des Moines was incorporated on June 17, 1959 and is currently developed as a suburban residential community. Between the time of incorporation and year 2000, the City experienced significant growth which was primarily the result of annexations from King County. In more recent years, the City has experienced minimal growth.

According to the 2010 United States Census (2010 Census), Des Moines had a population of 29,673 and was the 41st largest city in the state and the 12th largest city in King County. As of April 1, 2015, the Washington State Office of Financial Management estimated the City's current population at 30,100. Exhibit 1-1 shows the growth trend over the past 53 years.



With each passing year, Des Moines is becoming more diverse both in age and ethnicity. Per the U.S. Census Bureau's 2009-2013 American Community Survey (ACS), the median age in Des Moines was 38 years old and 18 percent of the population was age 62 or older. Exhibit 1-2 shows the racial makeup of our community, which is roughly 55% white, with the Hispanic population at 15%, followed by Asian at 13% and Black or African American at 11%.

The 2009-2013 ACS data also show the median income for a household in the city was \$59,799 while the per capita income for the city was \$27,056 and about 15% of the population was living at or below the poverty level. Major employers in Des Moines are the Highline School District, Highline College, the City of Des Moines and two retirement centers.

LOOKING FORWARD TO 2035

The mission of Des Moines City Council is to “protect, preserve, promote and improve the community by providing leadership and services reflecting the pride and values of Des Moines Citizens.” Looking forward to the year 2035, the City Council’s vision is for Des Moines to be:

“An inviting, livable, safe waterfront community, embracing change for the future while preserving our past.”

Growth and development within Des Moines are influenced by activities outside the city, including: state regulations; regional economic trends, development plans, transportation systems and commuting patterns; development within bordering jurisdictions; and local influences such as Seattle-Tacoma International Airport (Sea-Tac Airport) and Highline College.

By year 2040, the Puget Sound Region is expected to add 5 million people and 3 million new jobs. This growth is being allocated by the Puget Sound Regional Council (PSRC) to the four-county region – King, Pierce, Snohomish and Kitsap Counties. King County will need to accommodate 233,077 new housing units and 428,068 new jobs.

The Growth Management Planning Council (GMPC) sets household and employment growth targets for cities in King County in the Countywide Planning Policies (CPPs). These targets have been distributed in accordance with the PSRC’s regional geographies of Metropolitan Cities, Core Cities, Larger Cities, Small Cities, and Urban Unincorporated areas. Des Moines falls within the “Larger Cities” regional geography. The current targets established by the GMPC are for the period 2006-2031. For purposes of the 2015 Comprehensive Plan update, these targets have been extended to the 2035 planning horizon.

***Des Moines needs to plan for an additional
3,480 Housing Units and 5,800 New Jobs.***

As we plan for our future, we need to consider how we can grow in ways that support economic development and job growth; create strong neighborhoods with a range of housing, commercial, and transportation options; and champion healthy neighborhoods that provide families with a clean environment.



THE COMPREHENSIVE PLAN

The *Des Moines Comprehensive Plan* serves as a roadmap that expresses our community's goals and aspirations for how we want to grow and prosper into the future. It is the City's official policy guide that defines—through goals, policies and implementation strategies—how Des Moines should best accommodate forecasted household and job growth, manage traffic, and provide open space, and recreational opportunities and other vital services. The plan is "comprehensive" in both scope and coverage. It addresses the use of land and buildings, the movement of traffic and pedestrians, the provision of parks, schools, and public facilities, and protection of the environment. It also addresses residential neighborhoods, commercial areas, public and institutional lands, and public rights-of-way. It provides a guide for public investments and capital improvements, and can help to ensure that public taxes and revenues are invested wisely. Finally, the comprehensive plan serves as a marketing tool to promote Des Moines' unique assets, and help to attract new families, businesses, investment and development to our community.



As a companion to the Comprehensive Plan, the Des Moines Municipal Code along with other Federal and State regulations provide the requirements for the permitting, development and use of land and buildings that implement many of the goals, policies and implementation strategies contained in the Plan.

Relationship to the Growth Management Act

The State of Washington adopted the Growth Management Act (GMA) in 1990. This legislation requires comprehensive plans to include specific elements; obligates cities to adopt implementing regulations and counties to develop Countywide Planning Policies (CPPs) to address regional issues; and establishes protocols and deadlines for these tasks.

The GMA sets out fourteen statutory goals that guide the development of comprehensive plans. For a plan to be valid, it must be consistent with these goals and the specific requirements of the Act. Consistency, in this context, means that the comprehensive plan shall be consistent with the state statutory goals, CPPs, or plans of adjacent jurisdictions. The fourteen statutory goals identified in the state legislation are summarized as follows:

- Guide urban growth to areas where urban services can be adequately provided;
- Reduce urban sprawl;
- Encourage efficient multi-modal transportation systems;
- Encourage the availability of affordable housing to all economic segments of the population;
- Encourage economic development throughout the state;
- Assure private property is not taken for public use without just compensation;
- Encourage predictable and timely permit processing;
- Maintain and enhance natural resource-based industries;
- Encourage retention of open space and development of recreational opportunities;
- Protect the environment and enhance the state's quality of life;

- Encourage the participation of citizens in the planning process;
- Ensure adequate public facilities and services necessary to support development;
- Identify and preserve lands and sites of historic and archaeological significance; and
- Manage shorelines of statewide significance.

Relationship to the Countywide Planning Policies and Vision 2040

As part of the comprehensive planning process, King County and its cities have developed Countywide Planning Policies. These policies were designed to help the 39 cities and the County to address growth management in a coordinated manner. The policies are adopted by the King County Council, and subsequently ratified by cities, including the City of Des Moines. Taken together, the CPPs try to balance issues related to growth, economics, land use, and the environment. Specific CPP objectives include:

- Implementation of Urban Growth Areas;
- Promotion of contiguous and orderly development;
- Siting of public and capital facilities;
- Establishing transportation facilities and strategies;
- Creating affordable housing plans and criteria; and
- Ensuring favorable employment and economic conditions in the county.

In addition to the GMA and CPPs, Des Moines' Comprehensive Plan is guided by the multi-county policies of Vision 2040, the regional plan developed by the Puget Sound Regional Council. Vision 2040 is an integrated, long-range vision for maintaining a healthy region by promoting the well-being of people and communities, economic vitality, and a healthy environment. It contains an environmental framework, a regional growth strategy, and policy sections that are guided by overarching goals, implementation actions, and measures to monitor progress.

Why is the Comprehensive Plan important?

The Comprehensive Plan is used as a guide to decide where housing and business growth should occur, what transportation system and public services will be needed to support the growth, what types of businesses and jobs we want to encourage, what types of housing we should have in the community, how we can protect our environmentally sensitive areas and what values we want reflected in the character of our community. The Plan is the basis for zoning, which in turn guides development permits in the City.

How is the Comprehensive Plan used?

The Plan sets the framework for the City's land-use pattern and what uses are allowed where. It also provides for the basis for regulations such as zoning, building height, landscaping, sign standards, protection of streams and wetlands, and other development regulations. The Plan is also the policy basis for decisions in reviewing development projects and mitigating impacts under the State Environmental Policy Act.

Who decides what the Plan says?

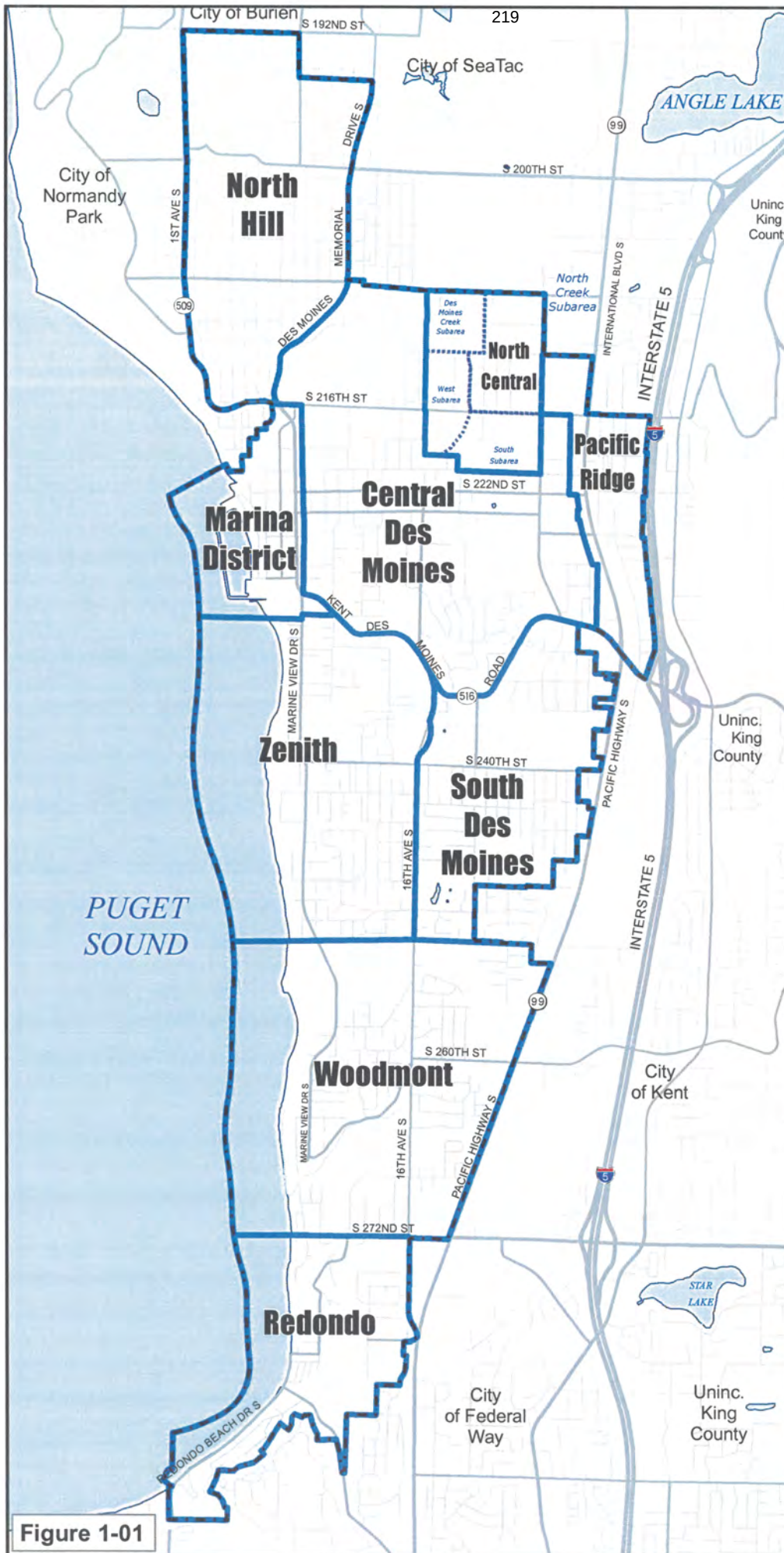
The City engages the community to develop a shared vision based on common values, desires and goals. Public meetings and hearings are held to obtain public comment on the draft Plan. The City Council takes the public comments and testimony into consideration before approving the final Plan.



What topics are addressed in the Comprehensive Plan?

- Chapter 1: Introduction (formerly General Planning Element)
- Chapter 2: Land Use Element*
- Chapter 3: Transportation Element*
- Chapter 4: Conservation and Environment Element
- Chapter 5: Capital Facilities, Utilities, and Public Service Element*
- Chapter 6: Parks, Recreation and Open Space Element*
- Chapter 7: Housing Element*
- Chapter 8: Economic Development Element
- Chapter 9: North Central Neighborhood Element
- Chapter 10: Marina District Neighborhood Element
- Chapter 11: Pacific Ridge Neighborhood Element
- Chapter 12: Healthy Des Moines Element

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City of Des Moines Comprehensive Plan **Neighborhood Planning Areas**

- Des Moines City Limits
- Planning Area Boundary
- North Central Subareas

**CITY OF DES MOINES
COMPREHENSIVE PLAN MAP SERIES**
This map series is intended for general planning purposes related to the City of Des Moines Comprehensive Plan.



Des Moines Overview

830 415 0 830 1,660 2,490
Scale in Feet



Community Development
21630 11th Ave S, Suite D
Des Moines, WA 98198-6398
PHONE: (206) 870-7576 * FAX: (206) 870-6544
WEB: <http://www.desmoineswa.org>

Figure 1-01

Chapter 2: Land Use Element

BACKGROUND AND CONTEXT

The Land Use Element (LUE) addresses the general location and distribution of land uses within the city of Des Moines, the design and quality of the built environment, and provides the framework for other Plan Elements that guide aspects of land use such as Transportation, Conservation, Capital Facilities, Utilities, Public Services, Parks, Recreation, Open Space, Housing, Economic Development, and neighborhood subareas. The goals, policies and strategies listed in this element are meant to promote land use decisions and zoning to create future development opportunities in suitable locations for the next 20 years.



Des Moines needs to plan for an additional 3,480 housing units and 5,800 new jobs by 2035. As we plan for our future, we need to consider how we can grow in ways that promote economic development and jobs; create strong neighborhoods with a range of housing, commercial, and transportation options; and achieve healthy communities that provide families with a clean environment.

Des Moines is a highly developed community with established patterns of land use. Primarily developed as a suburban residential community, the City is poised to evolve into a vibrant urban center. Diversifying our local economy and attracting new development will enable Des Moines to sustain itself in the future by providing a range of jobs, housing, business and lifestyle choices within our community as well as the broader Puget

Sound Region. This will help to strengthen the financial health of our community and reduce the tax burden on single family property owners.

Residential neighborhoods provide a range of housing type, size, style, and affordability. The Marina District and Pacific Ridge Neighborhoods serve as the City's primary mixed-use commercial centers while the North Central Neighborhood and the Pacific Highway South Corridor provide opportunities for larger scale commercial and light industrial development.

The Comprehensive Plan Preferred Land Use Map (Figure 2-1), identifies the preferred land uses and densities recommended for each area of the city. These designations help to achieve the City's vision by providing for sustainable growth that provides housing choices; locates population centers adjacent to transit and services; provides areas within the city to grow businesses, services, jobs and entertainment; respects existing residential neighborhoods; includes appropriate transitions between uses with differing intensities; safeguards the natural environment; and maintains Des Moines' sense of community.

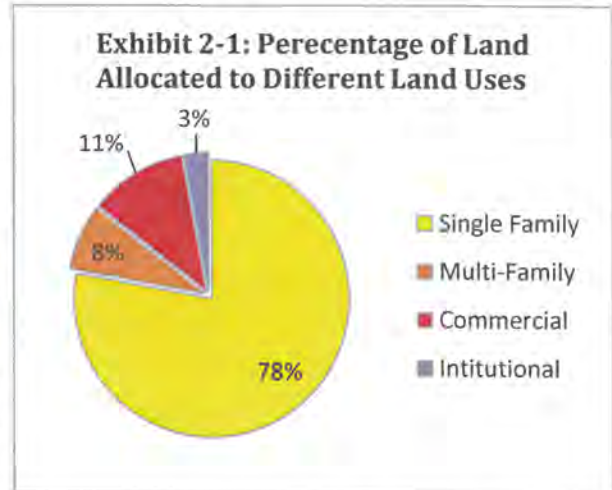
Exhibit 2-1 shows the percentage of the City's land area allocated to these use designations. Land use assumptions were developed utilizing the Puget Sound Regional Council growth targets and Des Moines Buildable Lands data provided in Appendix A. As indicated by the Buildable Lands analysis, Des Moines has adequate capacity to accommodate the City's 2035 housing and job targets with a remaining surplus capacity.

The City of Des Moines Zoning Map and Zoning Code establish the zoning and associated development regulations.

Land use arrangements and mixes that promote complete communities with access to employment, shopping and leisure activities in a safe, inviting, and walkable environment; have been shown to influence the health of our local economy as well as the health of our citizens. Targeting the type and location of new growth also allows us to enhance areas of the city that need improvement, such as the Marina District, Business Park, Pacific Ridge and Pacific Highway South Corridor, and add needed jobs and

housing while minimizing increases in traffic and protecting neighborhood quality of life. Similarly, parks and open space should be planned for and targeted to those areas where the need is greatest and where there will be increased housing densities. With this growth, the city expects the quality of development to celebrate and enhance the City's history and identity.

King County Metro Rapid Ride A Line along with Sound Transit's extension of light rail line to Des Moines by 2023, provide opportunities to target new development to those areas accessible by high capacity transit. Portions of the Pacific Ridge, South Des Moines and Woodmont Neighborhoods that are located along transit lines or near the light rail station will provide opportunities for transit oriented development and the creation of jobs and housing that will benefit the immediate neighborhoods and the City as a whole.



GOALS

Goal LU 1 *Actively guide and manage growth in a way that:*

- *Preserves and enhances the quality of life and the diverse residential neighborhoods of the community, and serves them with vibrant business districts, open space, recreational facilities, affordable housing, and other supportive land uses;*
- *Protects environmentally critical areas and shorelines; and*
- *Promotes economic development.*

Goal LU 2 *Promote a land use mix that helps to diversify the local economy, reduce poverty, and enhance the community by attracting new businesses, family wage jobs, new city revenues, and housing choices.*

Goal LU 3 *Establish a land use pattern, scale, and density that supports walking, biking and using transit to access goods, services, education, employment, and recreation as well as provides convenient and safe automobile usage.*

Goal LU 4 *Remove physical and regulatory barriers to healthy food access in support of improved nutritional eating, reduced incidence of hunger and increased opportunities for physical activity.*

Goal LU 5 *Maintain regulations and procedures that allow for siting of essential public facilities.*

Goal LU 6 *Identify areas for consideration as a Regional Growth Center as defined by the Puget Sound Regional Council.*

POLICIES AND IMPLEMENTATION STRATEGIES

- LU 1.1 Utilize the Comprehensive Plan as the policy basis for preparing neighborhood plans, establishing development regulations, prioritizing capital improvement construction, reviewing individual development proposals and making other decisions affecting the growth and development of Des Moines and the surrounding area.
 - LU 1.1.1 Plan for and regulate development to enhance the quality and maintain the unique character of Des Moines' neighborhoods and business districts.
 - LU 1.1.2 Update the Zoning Code, Subdivision Code and other development regulations to be consistent with the policies of the Comprehensive Plan and ensure development standards are clear and predictable, that simplify the review process and adapt to varied site or neighborhood conditions.
 - LU 1.1.3 Establish and equitably enforce development standards that are clear, predictable and allow for flexibility to account for unique circumstances. If such enforcement is not possible, re-evaluate the standards and amend them to be more precisely defined.
 - LU 1.1.4 Coordinate planning activities and development review with state, regional, and local governments, tribes, and institutions to ensure compliance with established plans and regulations affecting Des Moines.
 - LU 1.1.5 Monitor and seek to influence planning activities and development decisions of neighboring jurisdictions affecting Des Moines neighborhoods, and seek to influence those decisions consistent with the City of Des Moines Comprehensive Plan.
- LU 1.2 Manage community growth to ensure that overall public benefits exceed public cost and that adequate public facilities and services are available or can be provided concurrently with new development.
 - LU 1.2.1 Evaluate all capital improvement proposals for consistency with the Comprehensive Plan.
 - LU 1.2.2 Establish standards for new development to provide on- and off-site roadways, utilities and other public facilities as necessary to serve the additional demand generated by the development.
- LU 1.3 Monitor, review and update the Comprehensive Plan annually to reflect current community values, economic conditions, and technologies.
 - LU1.3.1 The plan should be amended at least once every five years but no more frequently than once each year, except in emergency situations when the City Council determines it is necessary and in the public interest.

- LU 1.4 Promote citizen involvement in updating the Comprehensive Plan, preparing development regulations, and reviewing major development proposals.
 - LU 1.4.1 Involve citizens in the process of preparing and amending the Comprehensive Plan and development regulations by using such techniques as social media, mailings, surveys, public opinion polls, advisory committees, newspaper articles, public hearings, and public workshops.
 - LU 1.4.2 Encourage and solicit the input of stakeholders, including residents; property and business owners; non-motorized transportation advocates; environmental preservation organizations; and transit, affordable housing, and public health agencies.
 - LU 1.4.3 Ensure that community outreach efforts engage different ethnic and minority populations and a diversity of age groups and utilize culturally responsive practices and policies that meet the needs of traditionally underrepresented ethno-racial groups.
 - LU 1.4.4 Conduct public hearings on all development proposals that seek changes from existing development regulations (e.g., rezones, variances and planned unit developments) or which are potentially incompatible with neighboring development (e.g., conditional and unclassified uses) prior to city approval of those proposals. Provide an opportunity for public comment on all development proposals subject to SEPA review.
 - LU 1.4.5 Notify the public of all development proposals involving SEPA review or public hearings by using the most efficient methods available.
- LU 1.5 Seek a harmonious blend of living, working, shopping, recreational and cultural land uses.
 - LU 1.5.1 Recognize the need for public and quasi-public facilities (parks, schools, churches, day care facilities) that play an important role in maintaining viable neighborhoods and provide standards to ensure these uses are compatible with and minimize impacts to neighborhoods.
 - LU 1.5.2 Require that new development maintain and enhance on-site open spaces, and provide on-site recreation facilities in new subdivisions and multifamily developments or pay appropriate in-lieu fees as required by the DMMC.
 - LU 1.5.3 Apply development standards and strategies that address land use transitions in order to manage impacts on residents and businesses, including but not limited to the following: site access and circulation; structure height, bulk, and scale; separation of buildings; landscaping; density; and noise buffering.
 - LU 1.5.4 Regulate the siting of incompatible uses adjacent to the Sea-Tac Airport, as defined in Federal Regulation 49 CFR Part 77 that establishes standards and notification requirements for objects affecting navigable airspace RCW 36.70.547; the Washington State Department of Transportation's *Airports and Compatible Land Use Guidebook, M 3074.00* (January 2011); and Puget Sound Regional Council's *Airport Compatible Land Use Program* (December 2011).

- LU 1.6 Preserve open spaces where appropriate to:
 - 1. Protect environmentally critical areas and shorelines;
 - 2. Protect endangered and threatened species;
 - 3. Provide visual separation between different land uses, neighborhoods and city boundaries; and
 - 4. Moderate the environmental and visual impacts of new development.
- LU 1.6.1 Integrate responses to the listings under the Endangered Species Act into future planning and economic development efforts and resource management programs to achieve a balance between environmental, social and economic goals and objectives.
- LU 1.7 Preserve the integrity of existing single family neighborhoods.
 - LU 1.7.1 Maintain a balance between single and multifamily dwellings and preserve neighborhood character.
 - 1. Future multifamily development should be limited to areas where the pattern of existing multifamily development and zoning is predominant.
 - 2. Multifamily dwellings should also be permitted in conjunction with commercial developments within the Marina District, provided that such dwellings are designed to provide a quality residential environment while enhancing the appearance and commercial function of the business district.
- LU 1.8 Recognize the City of Des Moines Comprehensive Plan Preferred Land Use Map, Figure 2-1, as the official land use maps of the City of Des Moines, providing a geographic representation of the Land Use Element Goal and Policies. Recognize the City of Des Moines Zoning Map as the official zoning map. Undertake all planning activities to implement and support the designated land use pattern.
 - LU 1.8.1 Prepare specific land use plans for the neighborhoods shown on the Neighborhood Planning Areas Map (Figure 1-1).
 - LU 1.8.2 Create consistency between the uses designated in the City of Des Moines Comprehensive Plan with those designated on the City of Des Moines Zoning Map. The zoning map shall officially designate land use and density in the City. Single family residential designated by the Zoning Map must reflect and maintain the existing neighborhood character by providing a variety of densities.
 - LU 1.8.3 Land designated by the Land Use Map for public facility should be used for public and quasi-public capital improvements such as government administrative offices, utility distribution, storage, processing, and maintenance facilities, marinas, schools, public safety and fire protection facilities, and libraries.
 - LU 1.8.4 Zoning should be brought into conformance with the City of Des Moines Comprehensive Plan Preferred Land Use Map.
 - LU 1.8.5 Require all zoning changes to conform to the land use pattern designated on the City of Des Moines Comprehensive Plan Land Use Map. Require that all rezones consider, among other relevant considerations, the following:

1. The effect upon the physical and biological environments;
2. The effect on the economic, social and cultural environments;
3. The impact on adjacent land uses and neighborhoods; and
4. The impact on community and regional facilities, utilities, and transportation.

LU 2.1 Enhance and improve the economic health of existing business districts and recognize each district's special attributes.

LU 2.1.1 Promote new development and redevelopment within the Marina District to create a vibrant commercial center with a quality mix of businesses that will enhance the waterfront, serve as a destination for local residents and visitors.

LU 2.1.2 Ensure that new construction contains and exhibits high-quality building materials and design elements as outlined in the *Marina District Design Guidelines*.

LU 2.1.3 Promote new development and redevelopment within Pacific Ridge to create a district with a broad range of uses, serving a local and regional clientele and using the *Pacific Ridge Design Guidelines* to reduce crime and create a better working and living environment.

LU 2.1.4 Encourage improvement of the Marina District and Pacific Ridge Neighborhood by working with the business community and other representative organizations to achieve the goals of the City of Des Moines Comprehensive Plan.

LU 2.1.5 Facilitate the buildout of the North Central Neighborhood as a primary employment center that provides new family wage jobs and new revenues for the City.

LU 2.2 Support the revitalization of declining commercial areas and obsolete facilities through redevelopment, rehabilitation and other available means to provide long-term economic vitality.

LU 2.2.1 Seek to abate existing incompatible uses and nuisances when such abatement is consistent with public health, safety and welfare.

LU 2.2.2 Encourage the assembly and redevelopment of key, underdeveloped parcels through incentives and public/private partnerships.

LU 2.2.3 Facilitate implementation of the *Marina and Beach Park Development Plan* objectives to develop the City's waterfront properties in a manner that:

1. Revitalizes the City's Waterfront;
2. Attracts Both Local Citizens and Tourists;
3. Generates Economic Activity in an Underused Area;
4. Enriches Surrounding Area With an Attractive and Vibrant District; and
5. Enhances City Revenues.

LU 2.2.4 Recognize that the existence of associated agreements, contract rezones, development agreements and similar restrictions may limit the degree to which properties may be

developed. Such restrictions established by the City shall be given substantial weight during consideration of requested amendments.

- LU 3.1 Support the efforts of Sound Transit and King County Metro to develop a transit system that connects all areas of the city to existing and future high capacity transit using a multi-modal approach.
 - LU 3.1.1 Negotiate with Sound Transit, the Cities of Kent, SeaTac and Federal Way, and Highline College on the extension of light rail through Des Moines.
- LU 3.2 Establish Light Rail Station Area Planning framework goals and strategies for transit supportive development to occur within a ½ mile radius of future light rail stations.
 - LU 3.2.1 Prepare a subarea plan/s, prepare zoning amendments and prepare design guidelines for the light rail station areas to be located within the South Des Moines and Woodmont Neighborhoods, considering the joint planning with the City of Kent on the Midway area.
- LU 4.1 Champion the Healthy Des Moines Movement through policy, systems, and environmental changes that result in increased access to healthy foods and beverages and opportunities for physical activity, with an emphasis on school-age children:
 1. Support fresh food distribution through farmers markets, urban farm stands, urban agriculture, community gardens and Community Supported Agriculture programs.
 2. Encourage mixed-use, pedestrian, and transit-oriented development along major transit corridors and near transit nodes to enable residents to be physically active through daily activity, such as walking to school, work, and shopping.
 3. Support concentrations of neighborhood, community, and retail amenities and services in close proximity to residential neighborhoods.
 - LU 4.1.1 Consider development regulations that allow farmers markets, urban farm stands, Community Supported Agriculture distribution locations and community gardens as permitted uses and provide for the on-site sale and delivery of healthy food and beverages.
 - LU 4.1.2 Support joint-use agreements for potential sites, such as publicly-owned, school or church properties, to allow community gardens and operation of mini farmers markets, farm stands or Community Supported Agriculture distribution to increase access to fresh produce.
 - LU 4.1.3 Continue to implement established nutritional standards, physical activity standards and the K-FIT program at City-sponsored programs and events.
- LU 5.1 Ensure land use decisions on essential public facilities meet the following criteria to be made consistent with the process and criteria set forth in the DMMC:
 1. The facility meets the Growth Management Act definition of an essential public facility, as defined in RCW 36.70A.200(1) and as amended; or
 2. The facility is on the statewide list maintained by the Office of Financial Management, ref. RCW 36.70A.200(4) or on the countywide list of essential public facilities; and

3. The facility is not otherwise regulated by the Des Moines Municipal Code (DMMC).

LU5.1.1 Recognize and use the Conditional Use Permit process and criteria to site essential public facilities as regulated by the DMMC.

LU 5.1.2 Consider social equity and health issues when siting essential public facilities, to provide protection from exposure to harmful substances and environments.

LU 6.1 Identify areas in the City that meet the Puget Sound Regional Council criteria for an Urban Center Designation.

LU 6.1.1 Complete the appropriate research, documentation and application process for nominating the City of Des Moines as a Regional Growth Center.



City of Des Moines Comprehensive Plan Preferred Land Use

Designations

RESIDENTIAL

- MF - Multifamily
- PR-R - Pacific Ridge Residential
- SF - Single Family
- T - Townhome
- TC-R - Transit Community Residential
- TC-T - Transit Community Townhome

COMMERCIAL/NON RES

- BP - Business Park
- COM - Commercial
- IC - Institutional Campus
- PARK - Park
- PF - Public Facility
- PR-C - Pacific Ridge Commercial
- PR-M - Pacific Ridge Mixed
- TC-M - Transit Community Mixed

Des Moines City Limits

Streams

Neighborhood Planning Areas

PUD See Plan For Density

**CITY OF DES MOINES
COMPREHENSIVE PLAN MAP SERIES**
This map series is intended for general planning
purposes related to the City of Des Moines
Comprehensive Plan.

Enacting Ordinances

ORDINANCE, YEAR

- Ord. 1551, 2012
- Ord. 1528, 2011
- Ord. 1499, 2010
- Ord. 1469, 2009
- Ord. 1425, 2008
- Ord. 1376, 2006
- Ord. 1232, 2003
- Ord. 1265, 2000
- Ord. 1238, 1999
- Ord. 1176, 1996
- Ord. 1160, 1995



800 400 0 800 1,600 2,400
Scale in Feet



Planning, Building & Public Works

21630 11th Ave S, Suite D
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PHONE: (206) 870-7576 * FAX: (206) 870-6544
WEB: <http://www.desmoineswa.gov>

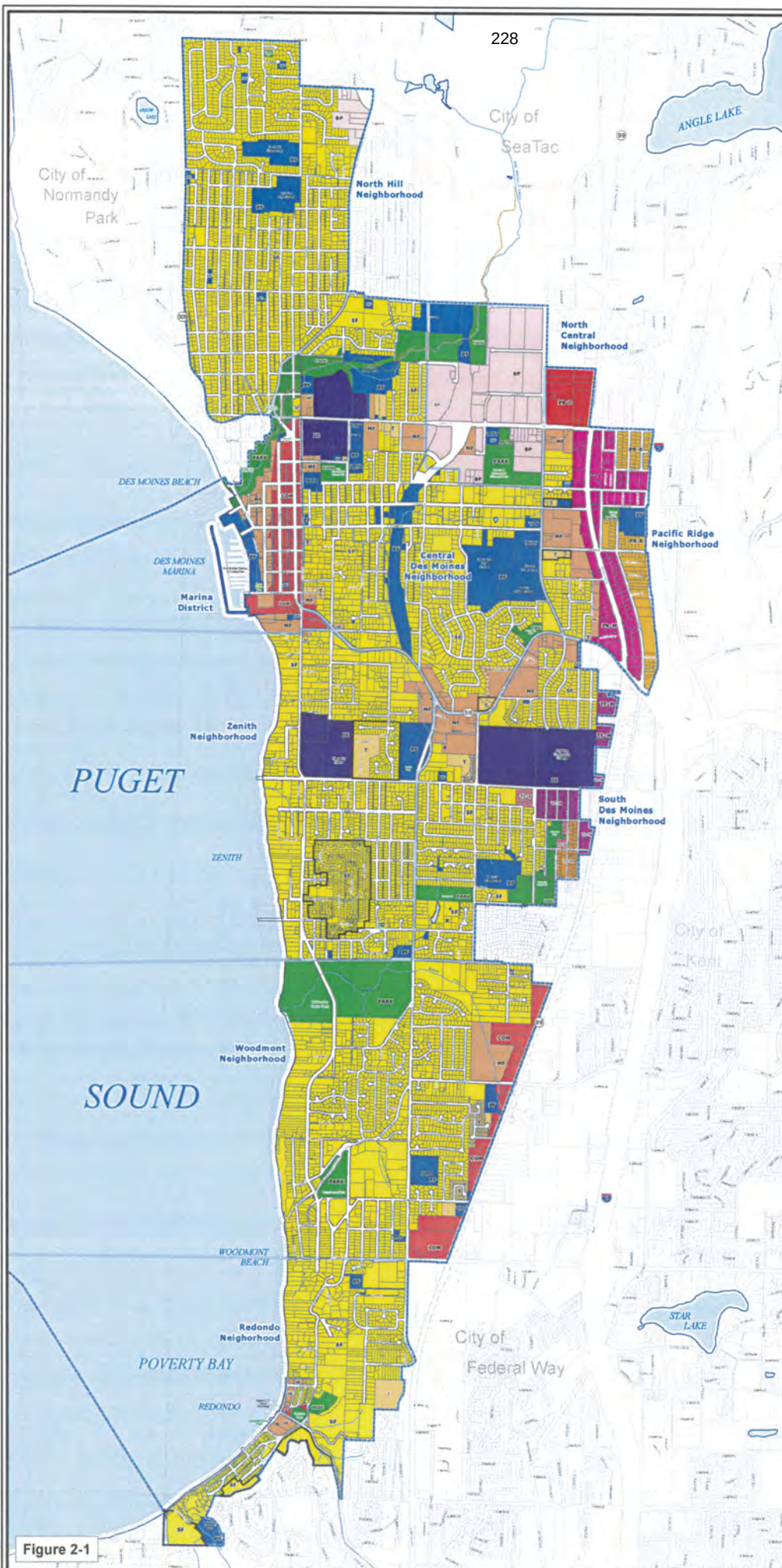


Figure 2-1

Chapter 3: Transportation Element

BACKGROUND AND CONTEXT

The Transportation Element ensures that the City's transportation system supports land uses envisioned by the Comprehensive Plan. The Transportation Element is supported by and inter-connected with many other elements of the Comprehensive Plan. In particular, the transportation system needs to be designed and sized appropriately to support the planned densities described in the Land Use Element. In addition to providing sufficient capacity for a fully functional multi-modal transportation system, consistent with the Plan's framework goals and emphasis on sustainability and healthy communities, transportation goals and policies also include measures to help reduce air pollution, and promote active transportation.

People in Des Moines currently rely on driving versus walking, biking, and taking transit to travel in and out of the city. It is the City's vision to create and maintain an efficient and safe multi-modal transportation system that provides mobility for all users – residents, businesses, employees, students and visitors. The transportation system not only affects the quality of life for residents, but also the City's economic vitality. The entire community relies on the system to get people where they want to go, to bring goods to and from the community, connect people to the services they need, and provide the network for critical emergency services. The transportation system is the backbone of the community, and it defines the character of our City.



Des Moines' transportation system is comprised of several features, including streets, sidewalks, bicycle facilities, trails, state highways, King County Metro transit, and by 2023 Sound Transit public transit services. These components cross or overlap jurisdictional boundaries. For example, King County Metro Transit operates its buses within Des Moines, and relies on the City's streets and traffic signal systems to deliver these services. The City's responsibility is to provide a reasonably safe, efficient, and dependable transportation system for residents and businesses.

The City Council's Transportation Vision for the City is supported by nine Goals. These goals will guide the City's decisions about projects and funding ensuring that the Transportation Vision is reached.

Each community has a set of values – specific community characteristics that they intrinsically value. These values are rarely written down but they are reflected by the people who are elected to represent the community and by the City's adopted goals and policies. Community values – such as mobility, safe streets and neighborhoods, frequent transit service, convenient parking – are reflected in the City's

overarching vision for the transportation system and supported by goals, policies, and strategies. For the City, planning for the future involves understanding what is likely to happen and identifying ways to manage that change.

The following figures provide information in support of the Transportation Element:

Figure 3-1 Growth in Employment (2008-2030)

Figure 3-2 Growth in Households (2008-2030)

Figure 3-3 Intersection and Street Widening Projects (Capacity Projects)

Figure 3-4 Safety and Operations Projects

Figure 3-5 Future Transit Network

Figure 3-6 Priority Pedestrian Network

Figure 3-7 Recommended Bicycle System

The Future Transportation System

The City of Des Moines should be prepared to see substantial change over the next 20 years. Growth along the Pacific Highway South corridor, the Des Moines Creek Business Park development, and expansion of Highline College are just a few of the planned activities within the City that will provide new opportunities for housing and employment.

Forecast population and employment growth will add vehicle, transit, and personal trip demand to the transportation network within the City.



Understanding the future nature and volume of traffic in the City of Des Moines as well as the region, makes it possible to identify transportation issues and to suggest appropriate facility improvements to meet the demands. The City has developed a Comprehensive Transportation Plan to help prepare for the future.

Comprehensive Transportation Plan (CTP)

The Growth Management Act (GMA) specifies several minimum requirements that must be included in the Transportation Element of the City's Comprehensive Plan. These include (1) land use assumptions used in estimating travel, (2) estimated traffic impacts to state-owned transportation facilities, (3) level of service standards (LOS), (4) identification of improvements that correct deficiencies and meet future needs, (5) multi-year financing plans and policies, (6) strategies for intergovernmental coordination, and (7) demand-management strategies.

The CTP adopted by Ordinance #1458 on June 11, 2009 was developed with the intent to meet the requirements of the GMA found in RCW36.70A.070 (6), and all of these GMA requirements have been met through the City of Des Moines CTP effort. The CTP, as may be amended from time to time, is therefore adopted by reference to the Transportation Element. The CTP is posted and available on the City's website. The City is currently planning to perform a minor update to the CTP in 2015. Appendix B – Transportation Capacity and Growth Assumptions – 2009 CTP summarizes some of the key information that will be updated as well as provides a comparison to the revised growth targets for 2035 being used as the basis for the Comprehensive Plan.

The CTP was developed with the intent to preserve the quality of life for residents and to support a viable economic future for the City. The City Council and staff will use the CTP to make decisions regarding future transportation investments.

The CTP is consistent with the Land Use Element. The land use assumptions used in estimating travel demand are described in Chapter 4 of the CTP. The resulting growth in employment and housing are included in Figures 3-1 and 3-2 at the end of this Chapter. The City completed an inventory and evaluation of the existing transportation facilities and services and established LOS standards, and developed an estimate of the traffic impacts resulting from the growth assumptions. Specific actions and improvements necessary to accommodate the City's planned growth and meet the LOS standard were identified in the CTP. In compliance with the GMA, the CTP addresses traffic growth out to the year 2030 (more than the 10 year requirement), see Appendix B for 2035 growth comparisons. The CTP provides a financing plan, demand management strategies, and includes a pedestrian and bicycle component. The CTP which is developed for and reflects the values of the community was created in collaboration with stakeholders. The community outreach program provided a variety of forums for stakeholders to learn about the CTP and provide feedback to the City.

The policies and strategies in the Transportation Element of the City of Des Moines Comprehensive Plan are a summary of the CTP's findings, goals, and policies.

Level of Service Standard

The GMA requires the City to establish service levels for the street network and to provide a means for correcting current deficiencies and meeting future needs. The term "level of service" (LOS) is used to define a way to measure the operational performance of a street or intersection. LOS considers the perception by drivers in terms of speed, travel time, the freedom to maneuver, traffic interruptions and delays, and comfort and convenience.

The City uses the LOS as defined in the Highway Capacity Manual (HCM). Supporting information on LOS can also be found in 'A Policy on Geometric Design of Highways and Streets' (commonly referred to as *The Green Book*) published by the American Association of State Highway and Transportation Officials (AASHTO).

The LOS for the City of Des Moines (based on the AM or the PM peak hour) is LOS D, with exceptions for selected intersections along major arterials and in the Marina District, which may operate at LOS E or LOS F. Locations with a LOS F standard include the intersections of South 216th Street and Pacific

Highway South, Kent Des Moines Road and Pacific Highway South, and Redondo Way and Redondo Beach Drive. Intersections with a LOS E standard include the Marina District intersections along 7th Avenue South and Marine View Drive between Des Moines Memorial Drive and Kent-Des Moines Road and the SR 99 intersections of South 220th Street/Pacific Highway South and South 224th Street/Pacific Highway South. In addition, all signalized intersections must not exceed an X_c of 1.0 using a 120 second cycle length. However, the intersection of Kent Des Road/Pacific Highway may operate at an X_c equal to 1.2 using a 150 second cycle length.

What is X_c ?

X_c is a measure of the critical volume to capacity (v/c) ratio for the approach lane groups that have the highest flow ratio (v/s) for a given phase. For example, with a two-phase signal, opposing lane groups move during the same green time. Generally, one of these two lane groups will require more green time than the other (i.e. it will have a higher flow ratio). This would be the critical lane group for that signal phase. Each signal phase will have a critical lane group that determines the green-time requirements for the phase. X_c is v/c for critical movements, assuming green time allocated proportionately to v/s values. (Source: Highway Capacity Manual 2000, chapter 16 - Signalized Intersections, Methodology)

Building the Transportation System

The Des Moines CTP has identified numerous capital improvements necessary over the next 20 years to meet the adopted LOS standards, and to provide a safe and efficient multi-modal transportation system.

The capital program needed to build the future transportation system cannot be accomplished through public finance alone. The City will need to secure private investment capital and pool regional resources for the transportation system. Details of planned capital improvements and finance plans can be found in the CTP.

Alternative transportation strategies requiring lower capital investment and maximizing the capacity of the existing system also need to become a viable component of the network. The Des Moines CTP identifies alternative modes (transit, bicycling, walking), demand management strategies, carpooling, changes in work schedules, and parking fees as important components that have historically have been underutilized.

GOALS

To ensure the Transportation Vision is achieved, the City has the following goals:

- Goal TR 1:** *Design and construct a transportation system to serve the land use pattern set forth by the Land Use Element of the Comprehensive Plan.*
- Goal TR 2:** *Provide a street network that serves the needs of Des Moines residents, businesses, emergency services, and visitors.*
- Goal TR 3:** *Require construction of transportation facilities needed to support new growth that achieves adopted level of service (LOS) standards on the City's transportation network.*
- Goal TR 4:** *Encourage the preservation and expansion of public transit services to provide necessary and affordable transportation alternatives for all residents and employees.*

- Goal TR-5:** *Provide a connected network of non-motorized transportation facilities to provide access to local and regional destinations and to support a healthy lifestyle.*
- Goal TR-6:** *Establish parking strategies to support economic activity, transportation, circulation, and existing and future land uses.*
- Goal TR-7:** *Pursue funding for transportation improvements from all potential sources.*
- Goal TR-8:** *Strive to minimize impact on the environment for all transportation projects, and consider context sensitive design strategies when appropriate.*
- Goal TR-9:** *Reduce congestion, air pollution and fuel consumption through Transportation Demand Management (TDM) and Commute Trip Reduction (CTR) programs.*

POLICIES AND IMPLEMENTATION STRATEGIES

Transportation and Land Use

- TR 1.1 Build a street network that connects to the regional transportation system and to the local street networks in adjacent communities.
- TR 1.1.1 Prepare and maintain a computerized model of the existing local, state, and regional network, existing traffic levels and levels of service on the network, and projected traffic growth.
 - TR 1.1.2 Coordinate with neighboring cities on local street network improvements that cross jurisdictional boundaries.
- TR 1.2 Ensure consistency between land use and the transportation plan so that transportation facilities are compatible with the type and intensity of land uses.
- TR 1.2.1 Maintain traffic forecasts for at least 10 years based on land use assumptions.
 - TR 1.2.2 Prepare and maintain a database of various traffic data including traffic volumes, truck traffic volumes, and turning movement counts.
 - TR 1.2.3 Prepare updates to the CTP approximately every five years to ensure that the most recent land use assumptions are reflected in the CTP.
- TR 1.3 Transportation system design shall be based on the most current City of Des Moines Transportation data and analysis as compiled in the CTP. Transportation assumptions in the CTP shall reflect the most recent land use assumptions and shall be updated approximately every ten years, with a “check up” every five years.
- TR 1.3.1 During CTP major or minor updates, collect current volumes and compare with traffic growth trends.
- TR 1.4 Consider multi-modal transportation options by providing enhancements to the roadside (widened shoulders and sidewalk where feasible) with connections to civic facilities, recreation areas, education institutions, employment centers, and shopping.

- TR 1.4.1 Include multi-modes in the design of transportation capital improvement projects.
- TR 1.4.2 Ensure development required frontage improvements accommodate multi-modes.

Street System

- TR 2.1 Establish a functional classification system for the street network, consisting of a hierarchy of street functions that generally describes their intended use.
 - TR 2.1.1 Design and build the street network according to their desired classification.
 - TR 2.1.2 To the extent possible, maintain the street network within their desired classifications.
- TR 2.2 Provide convenient access to business districts and centers including management of traffic congestion.
 - TR 2.2.1 Consolidate access to properties along principal, minor, and collector arterials, where practical, to maximize the capacity of the street and reduce potential safety conflicts. (CTP TR 2.13)
- TR 2.3 Provide a connected street network or grid pattern that distributes traffic over more streets providing people with more travel routes.
 - TR 2.3.1 Periodically monitor and evaluate traffic patterns to validate appropriate classifications within the street network.
 - TR 2.3.2 Plan a street network that provides convenient access within and between neighborhoods. (CTP TR 2.10)
 - TR 2.3.3 Require new development to build streets that connect with or will connect in the future with streets on adjacent developments providing access between neighborhoods. (CTP TR 2.11)
- TR 2.4 Protect residential neighborhoods from overflow and cut through traffic through the City's Neighborhood Traffic Calming Program.
 - TR 2.4.1 Monitor traffic related concerns and implement strategies in the City's Neighborhood Traffic Calming Program where appropriate.
 - TR 2.4.2 Monitor and identify traffic safety concerns, and implement potential corrective measures as necessary. (CTP TR 2.6)
- TR 2.5 Provide opportunities for residents and business owners to give comments on Des Moines' transportation system.
 - TR 2.5.1 Establish and regularly update street design and construction standards. (CTP TR 2.7)
- TR 2.6 Preserve and maintain the existing streets and other transportation infrastructure. (CTP TR 2.15)

- TR 2.6.1 Monitor and identify traffic safety concerns, and implement potential corrective measures as necessary. (CTP TR 2.6)
- TR 2.6.2 Require new development to dedicate and improve abutting right-of-way as necessary to meet street design and construction standards. (CTP TR 2.12)
- TR 2.7 The planned extension of State Route 509 to Interstate 5 is a key transportation facility for the City of Des Moines and its construction should be completed as soon as possible.
 - TR 2.7.1 Continue advocating through Council Resolutions and steering committee representation at local and regional levels for the funding and completion of the SR-509 Project.

Concurrency

- TR 3.1 Maintain LOS standards that provide for growth and maintain mobility on the existing transportation system.
 - TR 3.1.1 Develop and adopt concurrency ordinances in support of the GMA.
 - TR 3.1.2 Periodically monitor intersection LOS to verify assumptions within the CTP.
 - TR 3.1.3 Using the transportation model and the CTP, identify and prioritize improvements to the street network so that the adopted LOS standard is met.
- TR 3.2 Condition approval of proposed development to ensure the LOS does not fall below the City's adopted LOS standards, by requiring the developer makes improvements to mitigate the impacts, concurrent with the development.
 - TR 3.2.1 Require developers to analyze traffic impacts associated with development proposals, and require improvements as necessary to mitigate impacts, concurrent with the development.
 - TR 3.2.2 Establish procedures and standards for Traffic Impact Studies.

Public Transit

- TR 4.1 Promote transit use and support programs that improve transit coverage and service within Des Moines.
 - TR 4.1.1 Encourage King County Metro and Sound Transit to expand the number of transit routes serving Des Moines and to increase the frequency and span of service on existing routes. (CTP TR 4.2)
 - TR 4.1.2 Encourage developments to provide convenient pedestrian access to transit stops from new commercial, multifamily, and single family subdivisions. Developments should incorporate facilities, such as transit shelters, bus pullouts, internal circulation paths and landing areas that foster transit ridership. (CTP TR 4.3)
 - TR 4.1.3 Support plans by other agencies to construct park-and-ride lots that are convenient for Des Moines' residents. (CTP TR 4.4)

- TR 4.1.4 Support increased transit service to park-and-ride lots and major transfer points. *(CTP TR 4.5)*
- TR 4.1.5 Support regional plans for high capacity transit (HCT) and opportunities that extend the regional transit system (including BRT and light rail) to provide convenient connections to Des Moines. *(CTP TR 4.6)*
- TR 4.1.6 Support frequent local service linking Downtown, Des Moines businesses and Highline College with HCT on Pacific Highway South. *(CTP TR 4.9)*
- TR 4.1.7 Support a light rail alignment on the west margin of the proposed State Route 509 and Interstate 5.
- TR 4.1.8 Support a light rail station east of Pacific Highway S (SR 99) in the vicinity of Highline College.
- TR 4.1.9 Consider a light rail station in the vicinity of S. 216th Street along the SR 509/I-5 alignment only.
- TR 4.1.10 Work with Sound Transit on station area planning for Midway and South 272nd Street stations. *(CTP TR 4.11)*
- TR 4.1.11 Coordinate with the City of Kent for the Midway subarea. *(CTP TR 4.12)*
- TR 4.1.12 Investigate the passenger-only ferry demonstration project and require connecting shuttles to area park-and-ride lots and the Marina District. *(CTP TR 4.7)*

Pedestrian and Bicycle Facilities

- TR 5.1 Build a non-motorized transportation network to provide safe pedestrian and bicycle movement.
 - TR 5.1.1 Promote multi-modal facilities and services within walking/bicycling distances of residential and commercial developments. Constructing sidewalks and walkways within pedestrian corridors that link neighborhoods to schools, parks, transit routes, and businesses is a high priority. Provide bicycle parking at key transit hubs and activity centers in Des Moines. *(CTP TR 5.2)*
- TR 5.2 Prioritize pedestrian and bicycle improvements that provide access to schools, parks and other public buildings. Provide bicycle amenities at schools, parks, and other public buildings. *(CTP TR 5.10)*
 - TR 5.2.1 Require all new roadway construction, reconstruction, or widening projects to include sidewalks. Street maintenance activities, including pavement overlays should provide upgrades for curb ramps when necessary. *(CTP TR 5.3)*
 - TR 5.2.2 Enhance the attractiveness of the Marina District as a pedestrian environment using features such as benches, landscaping, lighting, drinking fountains, bicycle racks, and public art. *(CTP TR 5.4)*

- TR 5.2.3 Require new or redeveloping properties to design and build sidewalks along property frontage. *(CTP TR 5.9)*
- TR 5.3 Support "Safe Routes to School" programs and education campaigns on traffic, bicycle and pedestrian safety in consultation with school districts.
 - TR 5.3.1 Work with the Kent, Federal Way and Highline School Districts as well as neighborhood associations to support programs that encourage walking and bicycling to local schools. *(CTP TR 5.5)*
 - TR 5.3.2 Design pedestrian crossings consistent with standards in regard to crosswalks, lighting, median refuges, corner sidewalk widening, ramps, signs, signals and landscaping. *(CTP TR 5.6)*
 - TR 5.3.3 Provide a bicycle network that supports the use of bicycles as a means of general transportation as well as recreational activity. Construct new streets with sufficient width to allow for bicycling on identified bicycle corridors. *(CTP TR 5.7)*
 - TR 5.3.4 Encourage new and existing schools, multi-family and commercial developments to provide bicycle racks and other amenities to support bicycling. *(CTP TR 5.8)*

Parking

- TR 6.1 Require new development in the Marina District to provide a sufficient number of parking spaces either on-site or in a shared parking structure.
 - TR 6.1.1 Develop a detailed parking plan.
- TR 6.2 Restrict or limit parking on principle arterials with the exception of Marine View Drive in the Marina District.
 - TR 6.2.1 Provide short term on-street parking unless prevented by right-of-way limitations or unique neighborhood characteristics. *(CTP TR 6.3)*
 - TR 6.2.2 Establish street design and construction standards to accommodate on-street parking where feasible.
 - TR 6.2.3 Set and enforce parking limits to address parking concerns in neighborhoods. *(CTP TR 6.4)*
 - TR 6.2.4 Consider flexible and innovative parking solutions and strategies.
 - TR 6.2.5 Consider off-street parking requirement modifications when supported by parking demand data.

Funding

- TR 7.1 Seek funding for projects in the Transportation Improvement Program (TIP).
 - TR 7.1.1 Coordinate with other jurisdictions to fund transportation improvements and participate in joint efforts that improve inter-jurisdictional facilities and achieve economies of scale on similar projects. *(CTP TR 7.3)*

- TR 7.1.2 Partner with neighboring cities or regional transit agencies/providers in order to improve state and federal funding opportunities. *(CTP TR 7.4)*
- TR 7.2 Allocate resources to the Transportation CIP and TIP in the following ranked priority: 1) safety enhancements; 2) preservation, maintenance and operation of existing facilities; 3) capacity improvements; 4) projects that improve multiple modes while taking full advantage of funding opportunities as they arise.
 - TR 7.2.1 Prepare a multi-year financing plan for right-of-way acquisition and transportation improvements. *(CTP TR 7.5)*
 - TR 7.2.2 Prepare estimates of the cost to acquire needed right-of-way and to construct needed transportation improvements.
 - TR 7.2.3 Maintain a transportation impact fee system that equitably and proportionately charges new development for identified growth related improvements to the transportation system. *(CTP TR 7.7)*
- TR 7.3 Evaluate traffic generated by new development and require off-site improvements to the transportation system that are needed to maintain adopted LOS standards.
 - TR 7.3.1 Require and review project specific Traffic Impact Analysis studies for new development to ensure compliance with adopted LOS standards.
 - TR 7.3.2 Pursuant to RCW 36.70A(6)(b), establish concurrency requirements in the DMMC that reinforce the process of reviewing the traffic impacts of new development.
- TR 7.4 Emphasize investments for the preservation and maintenance of the City's existing transportation facilities. Seek funding from a variety of sources and consider pursuing new opportunities for street maintenance revenue. *(CTP TR 7.8)*
 - TR 7.4.1 Prioritize pavement management as a top priority in the Transportation Improvement Plan.
 - TR 7.4.2. To the extent permitted by state law, use Transportation Benefit District authority to allocate additional funds to pavement preservation.
- TR 7.5 Seek funding to correct locations with identified traffic safety concerns. *(CTP TR 7.9)*
 - TR 7.5.1 Apply for Highway Safety grants at locations that experience high accident rates and have correctable countermeasures.
 - TR 7.5.2 Use Automated Traffic Safety revenue to make pedestrian safety improvements Citywide with an emphasis on improvements near school zones.

Environmental

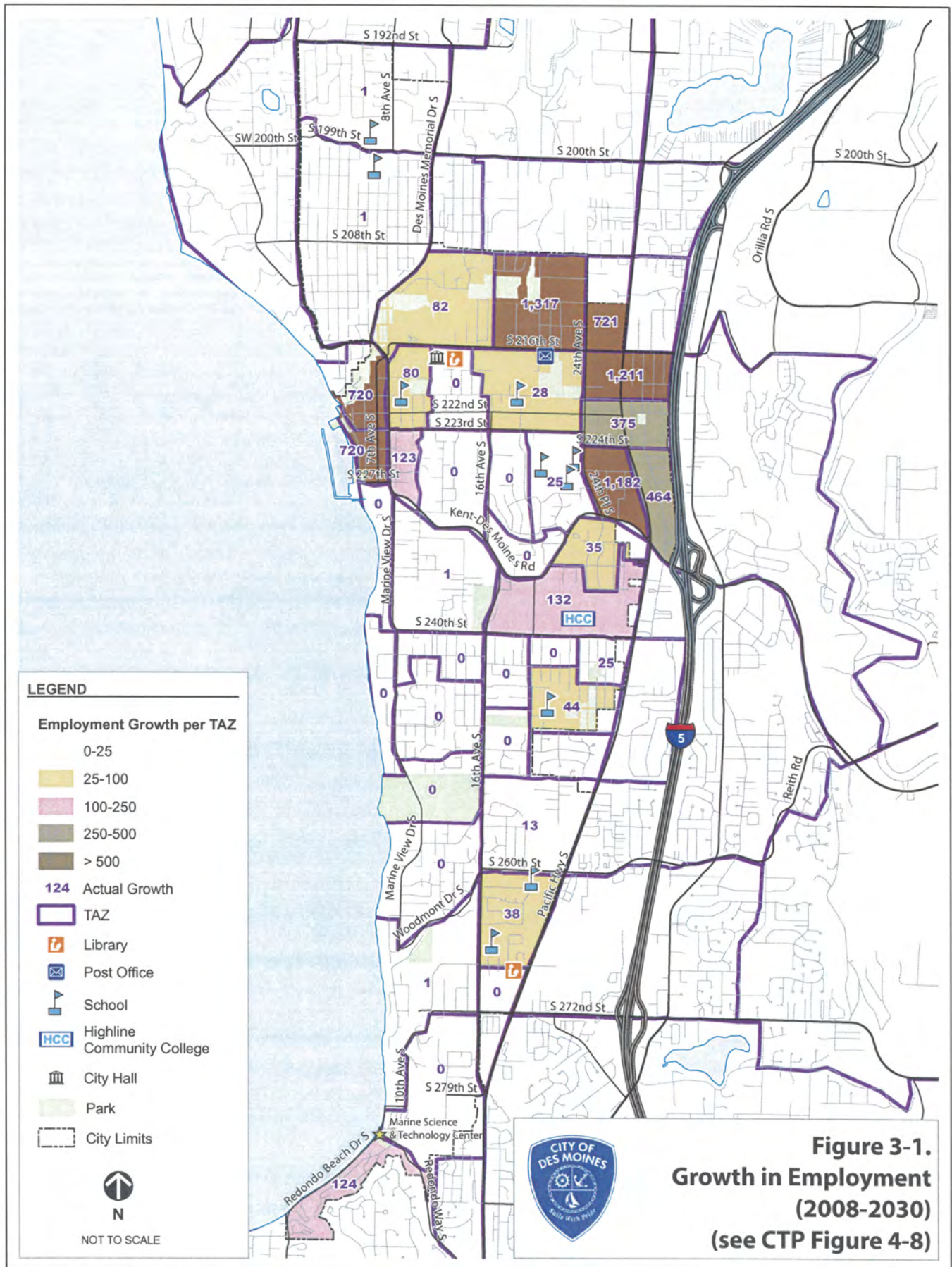
- TR 8.1 Balance transportation services with the need to protect the environment.
 - TR 8.1.1 Incorporate appropriate landscaping in the design of transportation facilities. *(CTP TR 8.2)*

- TR 8.1.2 Provide transportation facilities that fit the character of the neighborhoods through which they pass. *(CTP TR 8.3)*
- TR 8.1.3 Where determined necessary, incorporate sound absorption devices, landscaping, earthen berms and other natural or artificial features that help mitigate adverse noise, light and glare impacts generated by surface transportation facilities. *(CTP TR 8.5)*
- TR 8.1.4 Operate the traffic system to minimize congestion and air quality impacts. *(CTP TR 8.6)*
- TR 8.1.5 Phase construction of roadway and other transportation facilities to minimize inconvenience to and negative impact upon adjacent property owners.
- TR 8.2 Construct streets and other transportation facilities using construction methods that minimize adverse environmental impacts and impacts to environmentally sensitive areas.
 - TR 8.2.1 Construct roads and other transportation facilities to minimize adverse impacts upon surface water runoff, drainage patterns, and environmentally critical areas.

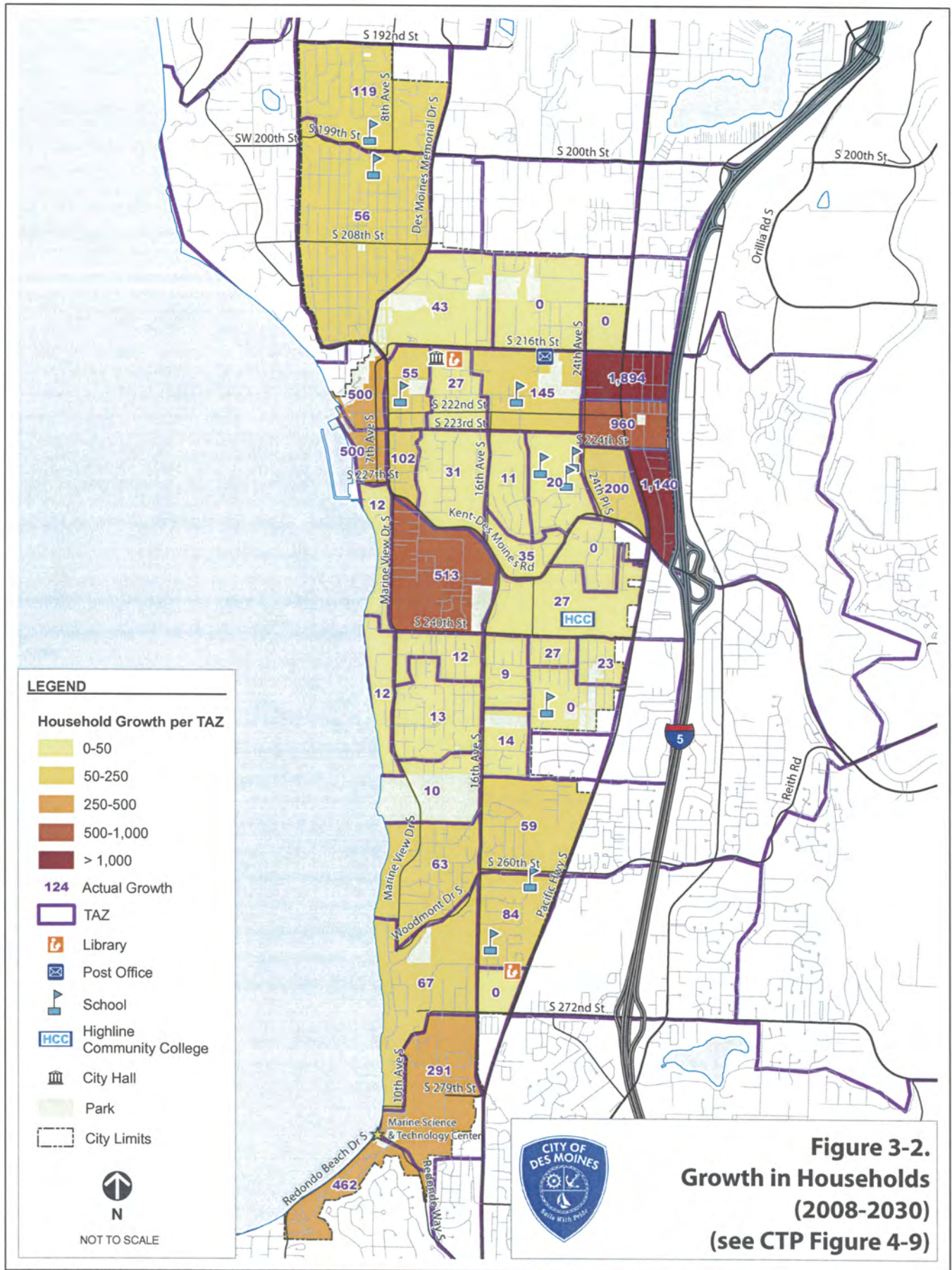
Transportation Strategies for Sustainability

- TR 9.1 Use transportation demand management (TDM) strategies to reduce single-occupant vehicle travel and encourage alternative modes of travel. These strategies include parking management, individualized marketing, ridesharing and support of non-motorized travel. *(CTP TR 9.1)*
 - TR 9.1.1 Work with employers to provide commute trip reduction (CTR) measures in the work place that promote alternatives to driving alone. Encourage businesses to minimize peak hour commuting through the use of strategies such as flextime and telecommuting. *(CTP TR 9.2)*
 - TR 9.1.2 Encourage new commercial development to implement measures that promote greater use of transit, carpools, van pools, and bicycles, and increase opportunities for physical activity. *(CTP TR 9.3)*
 - TR 9.1.3 Encourage employers in commercial zones to sponsor, co-sponsor or provide shuttles to enhance connectivity with Sound Transit Link Light Rail stations at S. 200th Street and in the vicinity of Highline College, with BRT facilities on Pacific Highway S., as well as provide routes that would circulate through Des Moines to bring people to and from the Marina District.
 - TR 9.1.4 Coordinate and optimize traffic signal systems to minimize delay and congestion, and maximize the use of existing transportation system capacity.

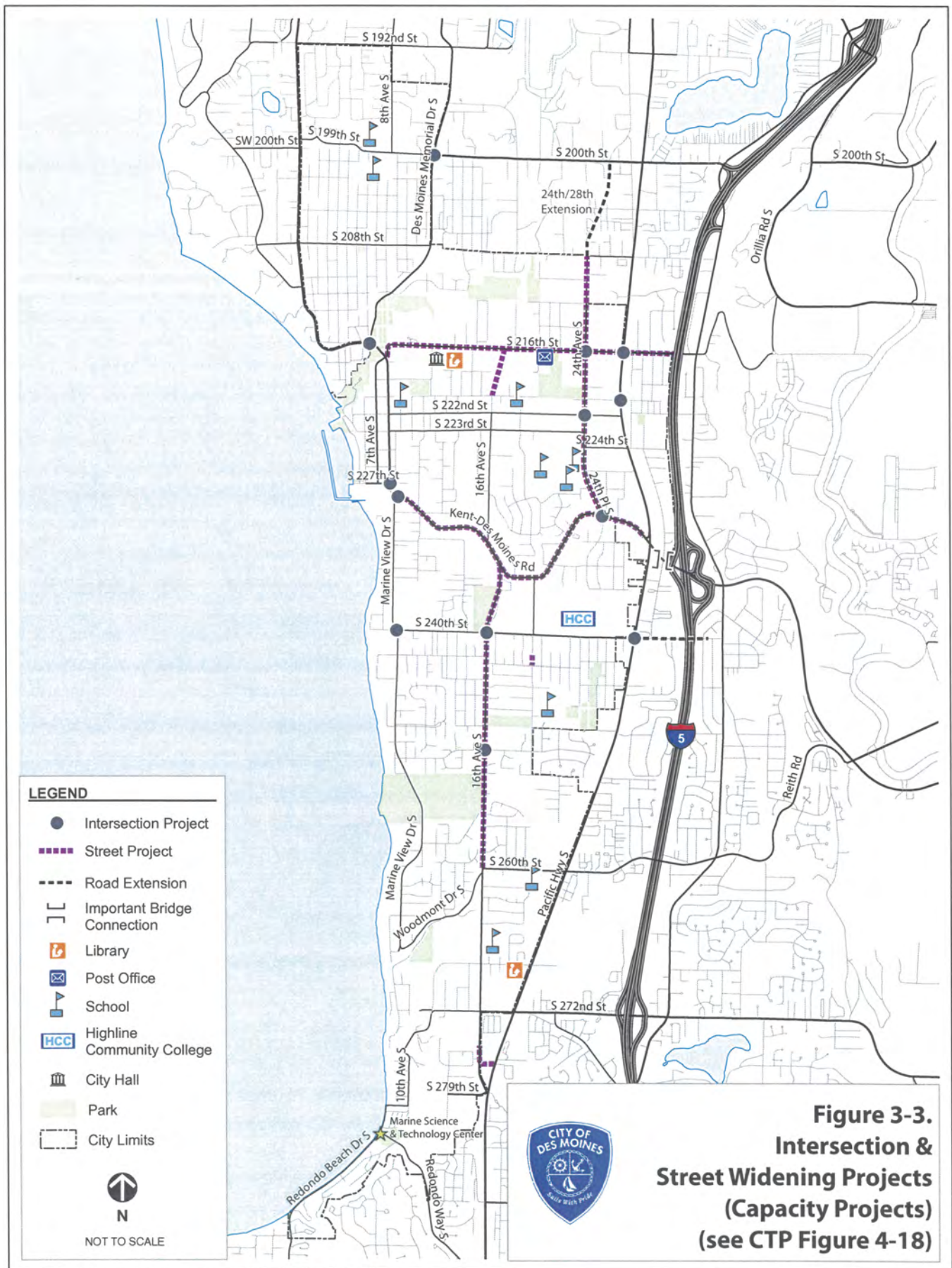
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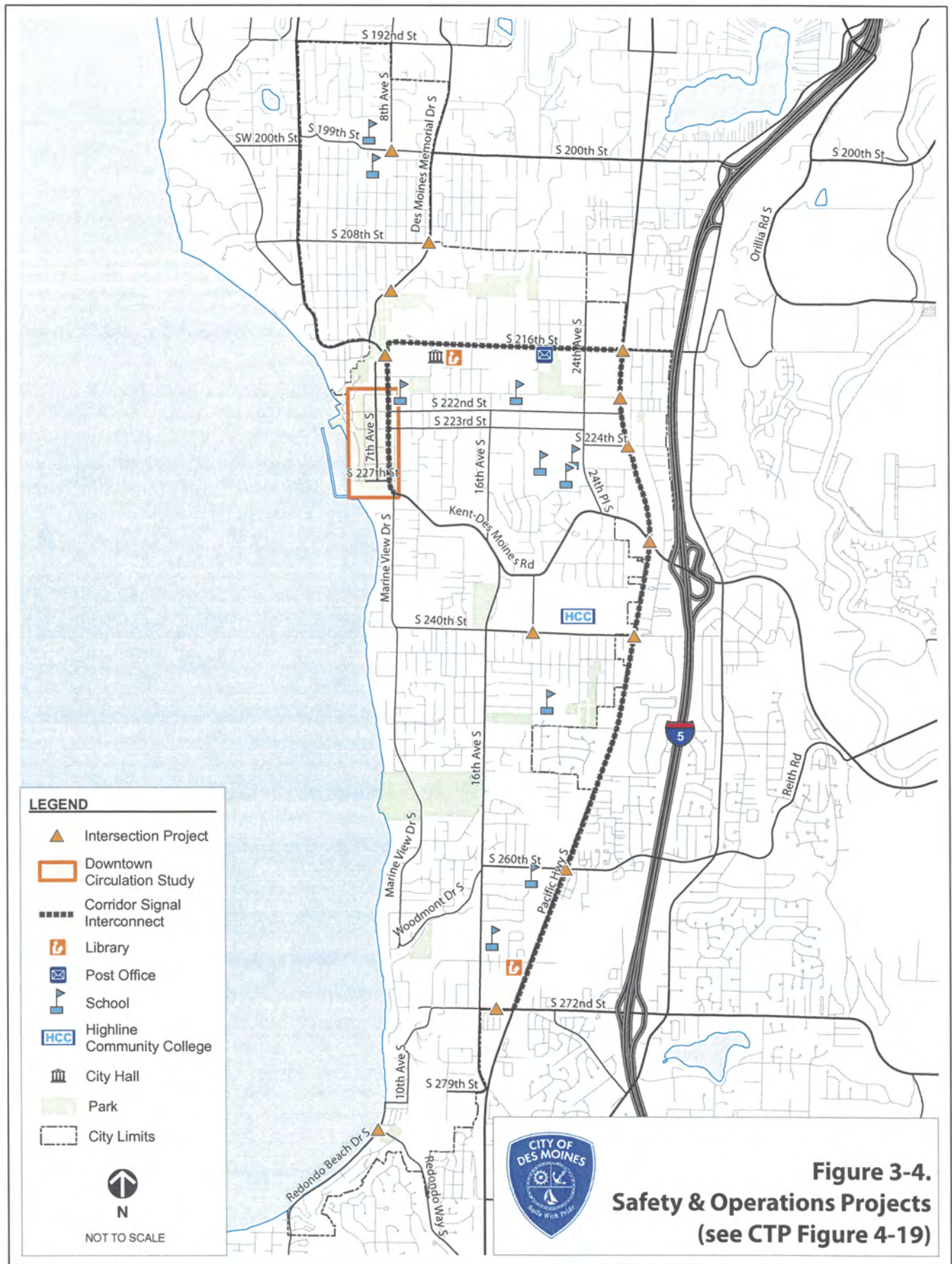


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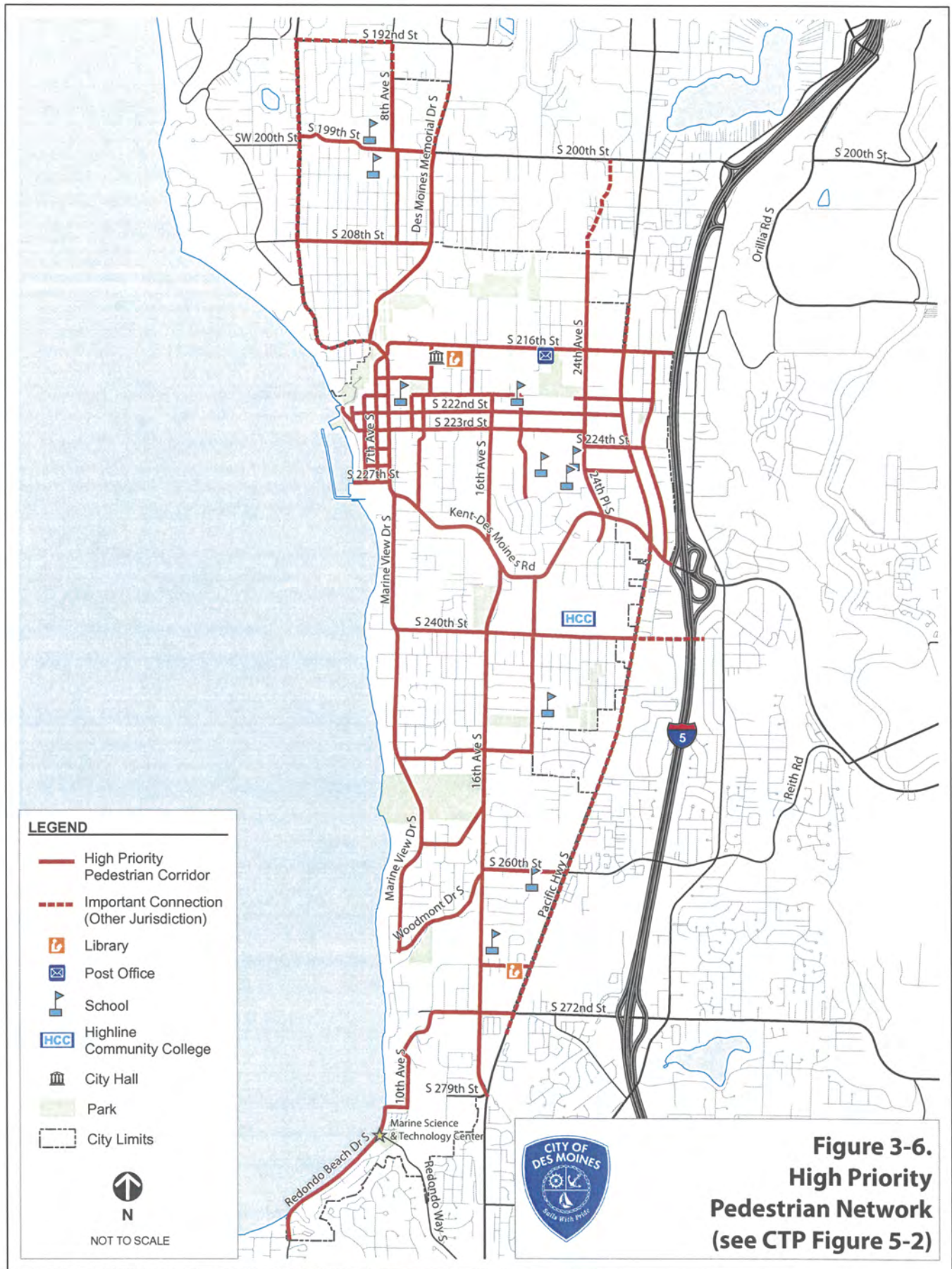
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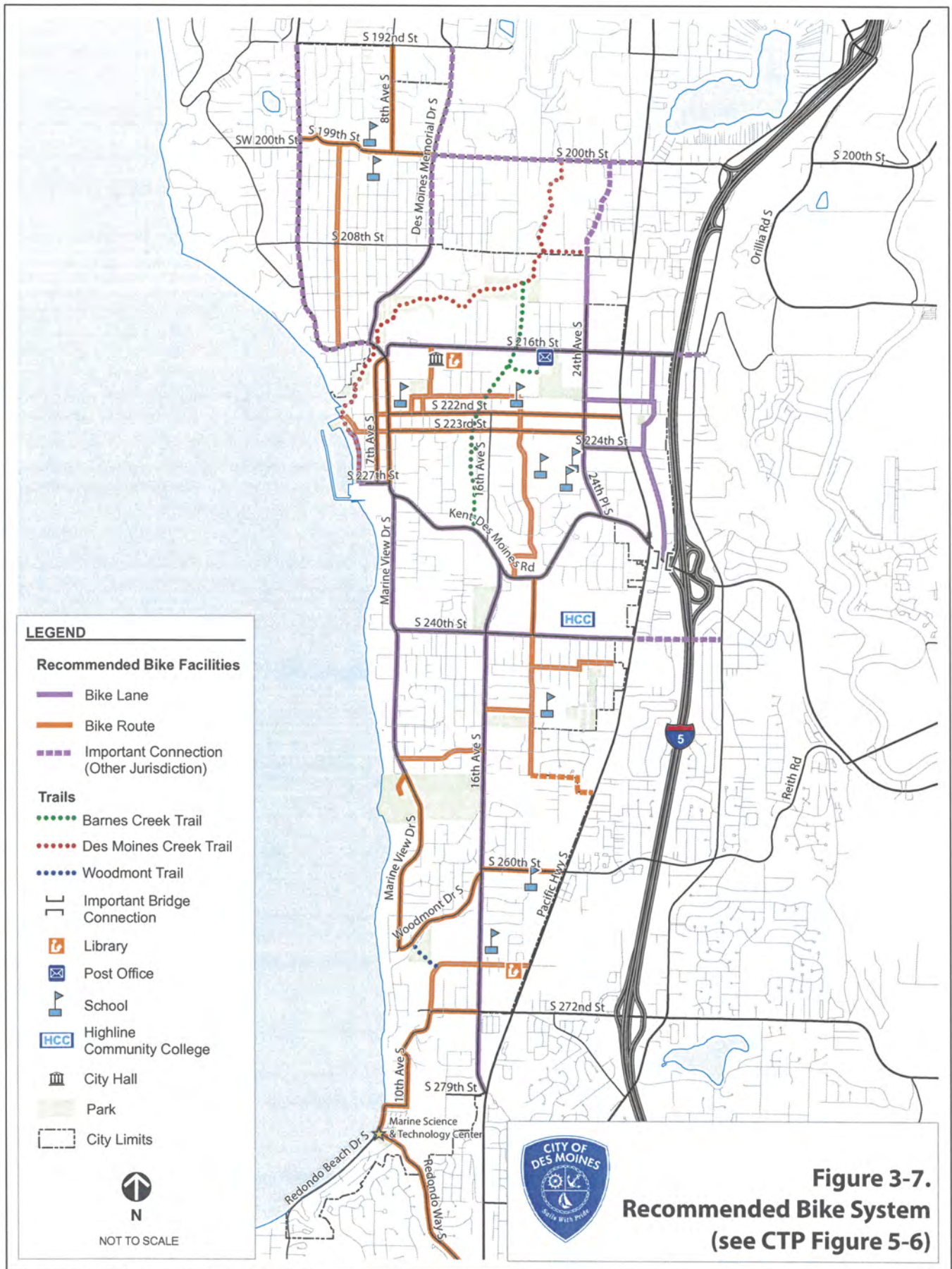


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CHAPTER 4: CONSERVATION AND ENVIRONMENT ELEMENT

BACKGROUND AND CONTEXT

Des Moines is rich in beauty and natural resources that include the Puget Sound shoreline, hillsides and bluffs, urban forests, diverse streams and wetlands, fish, wildlife and open space. These are defining features of our City that are valued by our citizens and are important for us to protect for generations to come. Both individually and interacting as a whole, these resources provide valuable functions to the City's ecosystem including:

- Control of flooding, surface water runoff, erosion, and sedimentation;
- Groundwater and aquifer recharge;
- Soil and geologic stability;
- Air and water quality; and
- Habitat for animals and marine life.

The Conservation and Environment Element contains goals, policies and implementation strategies aimed at environmental stewardship and protecting the City's environmental assets, with particular emphasis on environmentally critical areas, shorelines, surface and groundwater quality, and climate change. The Washington State Growth Management Act mandates the protection of aquifer recharge areas, fish and wildlife habitat conservation areas, flood hazard areas, geologically hazardous areas, wetlands, stream corridors while the Shoreline Management Act provides for the protection of shorelines. Recognizing that a substantial portion of the City is located in geologic hazard areas, this element also addresses the health of ecological functions, public safety, and protection from natural dangers, including erosion, landslides and seismic hazards.

Scientific research has determined that unstable slopes are best protected by undisturbed buffer areas. Landslides on such slopes can result in enormous public and private costs, and severe threats to public safety and natural resources.

Critical areas within the City of Des Moines include wetlands, streams, areas with a critical recharging effect on aquifers, frequently flooded areas, geologically hazardous areas, and fish and wildlife habitat conservation areas. The locations of critical areas within the City of Des Moines are shown in the following figures:

Figure 4-1 Slope and Topography

Figure 4-2 Drainage Basins

Figure 4-3 Wetlands and Surface Water

Figure 4-4 Geologically Hazardous Areas

Figure 4-5 Fish and Wildlife Habitat Conservation Areas

Figure 4-6 Critical Aquifer Recharge Areas

Figure 4-7 Frequently Flooded Areas



The GMA requires that the City of Des Moines designate its critical areas and develop policies and development regulations to protect the functions and values of critical areas using “best available science” (BAS). As defined in WAC 365-195-905, BAS is information that (1) state or federal natural resource agencies have determined represents the best available science, (2) was derived from consultation with qualified scientific expert(s), or (3) was produced through a

valid scientific process. A valid scientific process should have the following characteristics: peer review, methods, logical conclusions and reasonable inferences, quantitative analysis, context, and references.

The *City of Des Moines Critical Areas Inventory: Wetland, Stream and Habitat Elements* (2006) and map folio, along with the *Shoreline Master Program* (2011) and *Surface Water Management Comprehensive Plan* (2015) provide the background data for this element. The City’s natural resource inventory is supplemented on an ongoing basis by technical information that is provided through individual project reviews or special studies.

GOALS

- Goal CE 1** *Protect, improve, and sustain environmental quality through best management practices and the use of best available science.*
- Goal CE 2** *Protect environmentally critical areas from damage caused by encroachment and development.*
- Goal CE 3** *Maintain and monitor a shoreline master program, consistent with state law, to enhance and protect the quality of the shoreline environment consistent with the best available science.*
- Goal CE 4** *Prevent flooding, erosion, sedimentation, water quality, and habitat degradation, and to protect, restore, and enhance water quality of all surface waters (streams and shorelines).*
- Goal CE 5** *Protect fish and wildlife species and habitats with emphasis on those identified by the State and Federal governments as endangered, threatened, or sensitive resources.*
- Goal CE 6** *Maintain a solid waste system that bases its primary means of solid waste disposal on the principles of reduction, reuse, and recycling.*
- Goal CE 7** *Promote the conservation of energy in the location and design of public and private development.*

Goal CE 8 *Protect air quality to maintain a healthy environment for current and future generations.*

Goal CE 9 *Educate the community on how to improve Des Moines's natural environment.*

POLICIES AND IMPLEMENTATION STRATEGIES

Conservation Best Management Practices

- CE 1.1 Plan and encourage sound management of natural resources – land, air, water, vegetation, fish, wildlife, and energy – considering entire watersheds and regional influences.
 - CE 1.1.1 Prepare studies of Des Moines area watersheds, identifying environmental problems and short-term and long-term means for solving identified problems.
 - CE 1.1.2 Identify and rank capital improvement and land acquisition projects that can prevent or reduce flooding, protect surface and ground water quality, stabilize hillsides, and protect, restore, and enhance fish and wildlife habitat.
 - CE 1.1.3 Regulate public and private development proposals in ways to insure that the valuable functions of natural resources are preserved, restored, or improved.
 - CE 1.1.4 Explore approaches to regulations and procedures that streamline the permit review process for development in or near shorelines and critical areas.
 - CE 1.1.5 Balance social, economic, and environmental goals to land use planning activities.
- CE 1.2 Include “best available science” when reviewing, revising, or developing policies and regulations to protect the functions and values of critical areas, giving special consideration to the protection of anadromous fish.
 - CE 1.2.1 Document the use of BAS and instances when non-scientific information is used in-lieu-of BAS during the process of developing policies and regulations to protect critical areas and anadromous fisheries. Documentation should include relevant sources of BAS. Documentation should also include the rationale for using information that departs from BAS, and identify potential risks to the functions and values of the critical areas, and any additional measures to mitigate such risk.

Environmentally Critical Areas

- CE 2.1 Review and revise the City's Critical Areas Ordinance, on or before June 30, 2015, and every eight years thereafter to ensure protection of the ecological functions and values of critical areas from cumulative adverse environmental impacts, and to ensure compliance with the requirements of the Growth Management Act.
 - CE 2.1.1 Designate and protect critical areas using “best available science” (BAS) pursuant to RCW 36.70A.172 and WAC 365-195-900 through 365-195-925.
- CE 2.2 Prevent the destruction of critical areas including wetlands, areas with a critical recharging affect on aquifers used for potable water, fish and wildlife habitat conservation areas, frequently flooded areas, and geologically hazardous areas.

- CE 2.2.1 Regulate development on bluffs and ravine sidewalls to insure human safety, health and welfare, and to restore and preserve other functions served by bluffs and ravines.
- CE 2.2.2 Limit development proposals and land disturbance on potentially unstable land, such as erosion, landslide, and seismic hazard areas, to insure safety and conformity with existing natural constraints.
- CE 2.2.3 Seek public acquisition of environmentally critical areas that have outstanding valuable natural functions and aesthetic assets.
- CE 2.2.4 Require the issuance of a permit and critical area review by the City prior to any construction or land disturbing activity that would occur in or adjacent to, or would likely affect a critical area.
- CE 2.2.5 Where valid or complete scientific information is not available, the City shall take a precautionary or no risk approach, in which development and land use activities are strictly limited until the uncertainty is sufficiently resolved (as stated in WAC 365-195-920). As an interim approach the City should take an effective adaptive management approach, where the results of land use decisions are scientifically evaluated as to their impacts on critical areas.
- CE 2.3 Ensure that stream and wetland buffers are of adequate size to protect critical wildlife species and habitat.
 - CE 2.3.1 Identify and delineate wetlands and their boundaries pursuant to in accordance with the approved federal wetland delineation manual and applicable regional supplements (WAC 173-22-035).
- CE 2.4 Promote the preservation of native vegetation and mature trees, revegetation, and appropriate landscaping to improve air and water quality and fish and wildlife habitat.
 - CE 2.4.1 Regulate and plan land use and condition development proposals in ways that protect mature trees, native vegetation, stream flow, fish and wildlife habitat, groundwater recharge, and air quality, as well as natural topographic, geologic, and hydrologic features.
- CE 2.5 Balance the City's goals of protecting environmentally critical areas with the other social, cultural, and economic goals of the City of Des Moines Comprehensive Plan.
 - CE 2.5.1 Identify environmentally critical areas and implement performance standards and development regulations for any proposed developments within or adjacent to them.

Shorelines

- CE 3.1 Provide protections for environmentally critical areas within shorelines, as designated by the City's Shoreline Management Program. Review and revise the City's Shoreline Management Program, at least every five years to ensure protection of the ecological functions and values

of shorelines from cumulative adverse environmental impacts, and to ensure compliance with the requirements of the Growth Management Act.

- CE 3.1.1 The *Des Moines Shoreline Master Program* (SMP) update was provisionally passed by the City Council Resolution No. 1122 on April 8, 2011. As provided by Chapter 18.90 DMMC, the SMP is incorporated as one chapter of the Des Moines Environment Code (Title 16 DMMC).
- CE 3.1.2 Maintain and monitor the Shoreline Master Program to control and regulate development in the shoreline area.

Water Management

- CE 4.1 Analyze the chain of environmental impacts from public and private development proposals in context of the whole watershed. Approve, condition, restrict or deny development proposals based upon accurate and well-documented environmental information.
 - CE 4.1.1 Implement the surface water management program to:
 1. Enhance water quality and control flooding;
 2. Effectively use and maintain existing drainage facilities that provide fish and wildlife habitat;
 3. Satisfy all regulatory requirements and compliance schedules; and
 4. Identify and fund capital improvements.
 - CE 4.1.2 Require that development proposals maintain surface water runoff rate, volume, and quality at pre-development levels.
 - CE 4.1.3 Protect and improve surface and ground water quality by requiring development proposals to implement best management practices and other available technology for controlling point and non-point sources of pollution.
 - CE 4.1.4 Promote ground water infiltration and minimize surface water runoff by requiring development proposals to mitigate impervious surfaces.
 - CE 4.1.5 Grading and construction activities shall implement erosion control Best Management Practices and other development controls as necessary to reduce sediment and pollution discharge from construction sites to minimal levels.
 - CE 4.1.6 Work with the Washington State Department of Ecology to implement the programs of the Puget Sound Water Quality Management Plan.
 - CE 4.1.7 Study and consider incentives for residential and commercial property owners to maintain and enhance water quality.
- CE 4.2 Regulate significant land clearing, grading, and filling to minimize the area, time, and slope length of exposed soils, and to reduce on-site erosion and off-site sediment transport.

- CE 4.2.1 Limit significant clearing, grading, or filling operations prior to drainage and erosion/sedimentation plan approval and implementation.
- CE 4.3 Undertake all necessary actions to protect the quality of surface water bodies located in the city.
 - CE 4.3.1 To ensure the quality of surface water and protect the health and welfare of citizens:
 1. Establish a program to monitor surface water quality within its boundaries and encourage neighboring jurisdictions to implement similar monitoring programs.
 2. Develop plans, programs and regulations, in cooperation with other jurisdictions, to manage the surface waters of the City.
 3. Work with other jurisdictions to develop a watershed approach to surface water management that includes implementation of Best Management Practices and public education initiatives.
 4. Establish and/or maintain enforcement mechanisms that may be used to prevent or stop contamination to surface water quality
- CE 4.4 Reduce flooding, erosion, and sedimentation; prevent and mitigate habitat loss; enhance ground water recharge; and prevent water quality degradation.
 - CE 4.4.1 The surface waters of the City of Des Moines should be managed through plans, programs and regulations developed by the City of Des Moines in cooperation with affected jurisdictions.
 - CE 4.4.2 Take action to reduce the risk of flood loss, to minimize the impact of floods on human safety, health and welfare, and to restore and preserve the natural and beneficial values served by floodplains.
- CE 4.5 Protect, improve, and sustain ground water quality and quantity through best management practices, and sound innovative environmental management.
 - CE 4.5.1 Protect the quality and quantity of groundwater by:
 1. Assist with the implementation of the South King County Groundwater Management Plan.
 2. Implement, as appropriate, Wellhead Protection Programs in conjunction with adjacent jurisdictions and ground water purveyors.
 3. Require use of Best Management Practices for new development recommended by the South King County Groundwater Management Plan.
 4. Refine land use and critical areas regulations, as appropriate, to protect critical aquifer recharge areas.
 5. Identify innovative stormwater techniques that protect groundwater from contamination and pollution.

Fish and Wildlife

- CE 5.1 Strive to maintain the existing diversity of species and habitat in the City and maintain a quality environment that includes fish and wildlife habitats that support the greatest diversity of native species.
 - CE 5.1.1 Continue to designate, map, and protect habitat networks throughout the City of Des Moines from significant adverse environmental impacts.
- CE 5.2 Work with adjacent jurisdictions and state federal and tribal governments during land use plan development review to identify and protect habitat networks at jurisdictional boundaries.
 - CE 5.2.1 Protect and preserve habitat for species that have been identified as endangered, threatened, or sensitive by the state or federal government, or as priority species or priority habitats by the County.
 - CE 5.2.2 Conservation or protection measures necessary to preserve or enhance anadromous fisheries include measures that protect habitat important for all life stages of anadromous fish, including, but not limited to, spawning and incubation, juvenile rearing and adult residence, juvenile migration downstream to the sea, and adult migration upstream to spawning areas. Special consideration should be given to habitat protection measures based on the best available science relevant to stream flows, water quality and temperature, spawning substrates, instream structural diversity, migratory access, estuary and nearshore marine habitat quality, and the maintenance of salmon prey species. Conservation or protection measures can include the adoption of interim actions and long-term strategies to protect and enhance fisheries resources.
 - CE 5.2.3 Encourage the integration of native plant communities and wildlife habitats with other land uses where possible. Encourage or require that development protect wildlife habitat through site design and landscaping.
 - CE 5.2.4 Provide technical assistance, education, and information to citizens and groups wishing to install wildlife enhancement projects. Encourage public demonstration projects that show the range of possibilities for integration of wildlife into a variety of land uses. Consider demonstration projects done jointly by the City and a private landowner or organization.
 - CE 5.2.5 Be a good steward of public lands and integrate fish and wildlife habitat into capital improvement projects when practicable.
 - CE 5.2.6 Preserve native vegetation in parks and other publicly owned lands in the design and construction of new public facilities.
- CE 5.3 Protect salmonid habitat by ensuring that land use and facility plans (transportation, water, sewer, power, gas) include riparian habitat conservation measures. Ensure that development within basins that contain fish enhancement facilities consider impacts to those facilities.

- CE 5.3.1 Designate and protect fish and wildlife habitat conservation areas including:
1. Priority species of local importance and their habitat as listed by the most current King County Comprehensive Plan and/or the Washington Department of Fish and Wildlife;
 2. Commercial and recreational shellfish areas;
 3. Kelp and eel grass beds;
 4. Herring and smelt spawning areas, and
 5. Wildlife habitat networks designated by the City of Des Moines.
- CE 5.3.2 The City of Des Moines shall evaluate programs and regulations to determine their effectiveness in contributing to Endangered Species Act listed species conservation and recovery, and shall update and enhance programs and plans where appropriate including evaluation of the Zoning Code, the Critical Areas Ordinance, the Shoreline Master Program, the clearing and grading regulations, the landscaping regulations, best management practices for vegetation management and use of insecticides, herbicides and fungicides. The City of Des Moines shall amend these regulations, plans and best management practices to enhance their effectiveness in protecting and restoring salmonid habitat.

Solid and Hazardous Waste Management

- CE 6.1 Manage solid and hazardous wastes in a manner that results in waste reduction, prevents land, air, and water pollution, and conserves natural resources.
- CE 6.1.1 Prepare, implement, and monitor a waste reduction and recycling plan consistent with State of Washington law and the King County Comprehensive Solid Waste Management Plan.
- CE 6.1.2 Prepare, implement, and monitor a hazardous waste management plan consistent with State of Washington law and the Local Hazardous Waste Management Plan for Seattle-King County.

Energy

- CE 7.1 Regulate land uses to conserve all forms of energy.
- CE 7.1.1 Establish construction and site planning standards that result in energy conservation, or utilize alternative energy sources.
- CE 7.1.2 Seek to stimulate a land use pattern that encourages an efficient transportation system.
- CE 7.1.3 Implement measures to improve bicycle and pedestrian circulation systems.
- CE 7.1.4 Support regional efforts to develop electric vehicle infrastructure, such as charging stations.

Air

- CE 8.1 Protect clean air for present and future generations.
- CE 8.1.1 Support federal, state and regional clean air policies in cooperation with the Puget Sound Clean Air Agency and the Puget Sound Regional Council.
 - CE 8.1.2 Strive for high air quality through coordinated land use and transportation planning and management.
 - CE 8.1.3 Support regional efforts to develop electric vehicle infrastructure, such as charging stations.
 - CE 8.1.4 Implement measures to reduce the amount of air-borne particulates such as:
 1. Continuing street sweeping.
 2. Encouraging dust abatement at construction sites.
 3. Promoting low-emission construction practices.
 4. Transitioning to a low-emission municipal vehicle fleet.
 - CE 8.1.5 Require that trees be an integral part of City street development standards.
 - CE 8.1.6 Require all developments to include landscaping improvements using trees, shrubs, and ground covers. Undertake measures to ensure the survival and good health of trees and plants.
 - CE 8.1.7 Study and consider incentives for residential and commercial property owners to maintain and enhance air quality.

Education and Outreach

- CE 9.1 Encourage and support education and public involvement programs aimed at protecting environmental quality. These programs should: (1) inform, educate, and involve individuals, groups, businesses, industry, and government; (2) increase understanding; and (3) encourage commitment.
- CD 9.1.1 Promote public involvement in restoring, protecting, and enhancing natural resources through such programs as Adopt-A-Stream and the Backyard Wildlife Sanctuary Program, by working with local educational institutions, and by integrally involving citizens in developing, implementing, and monitoring environmental programs.
 - CE 9.1.2 Work with citizens, land owners, businesses, neighboring cities, King County, special purpose districts, and private and public agencies to protect and improve environmental quality, seeking shared responsibility and uniform environmental management.
 - CE 9.1.3 Manage surface water using a watershed approach, with responsibility shared among the City of Des Moines and affected jurisdictions. Emphasize educational programs and implementation of Best Management Practices to reduce pollution entering surface waters.

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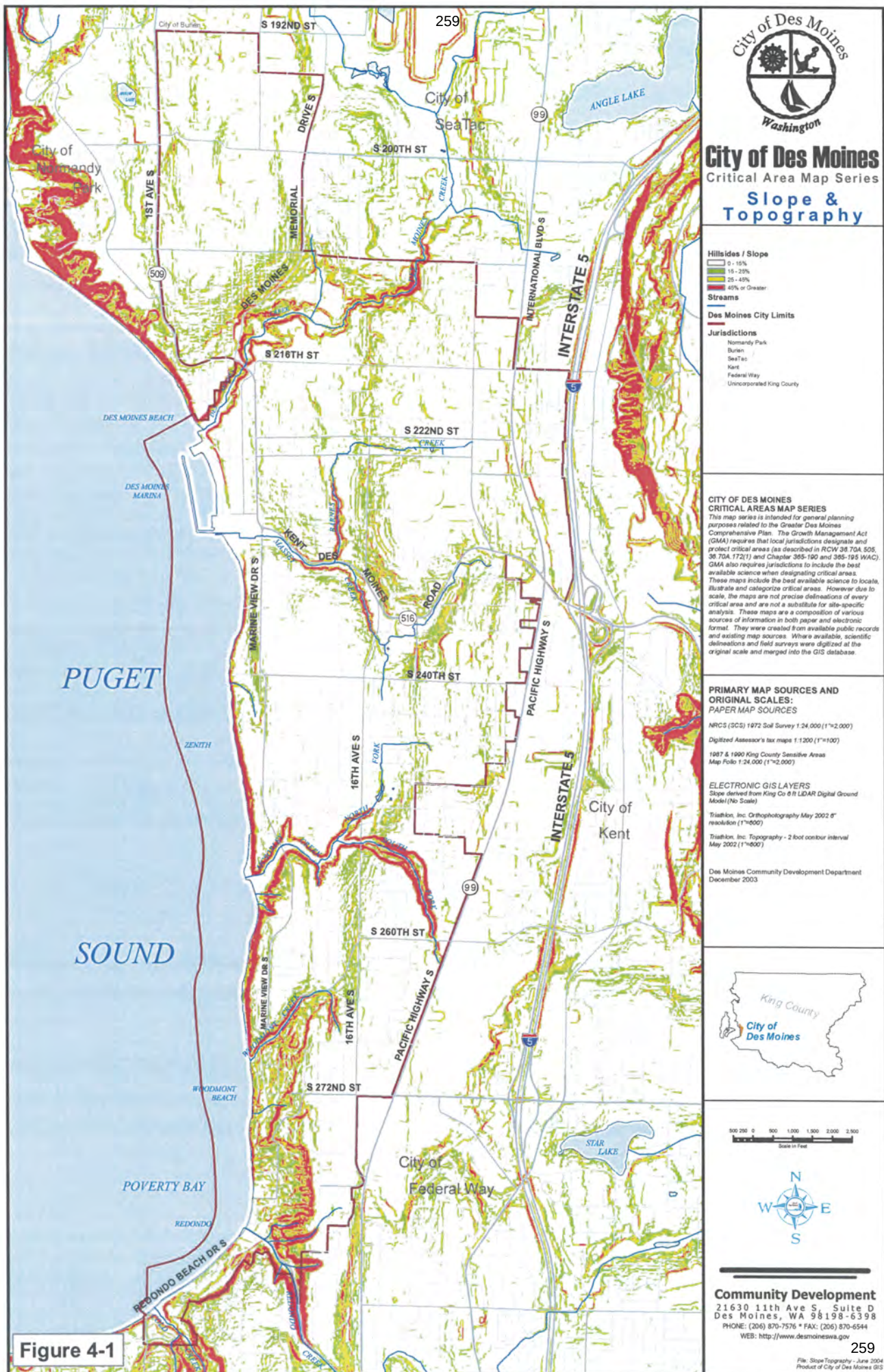
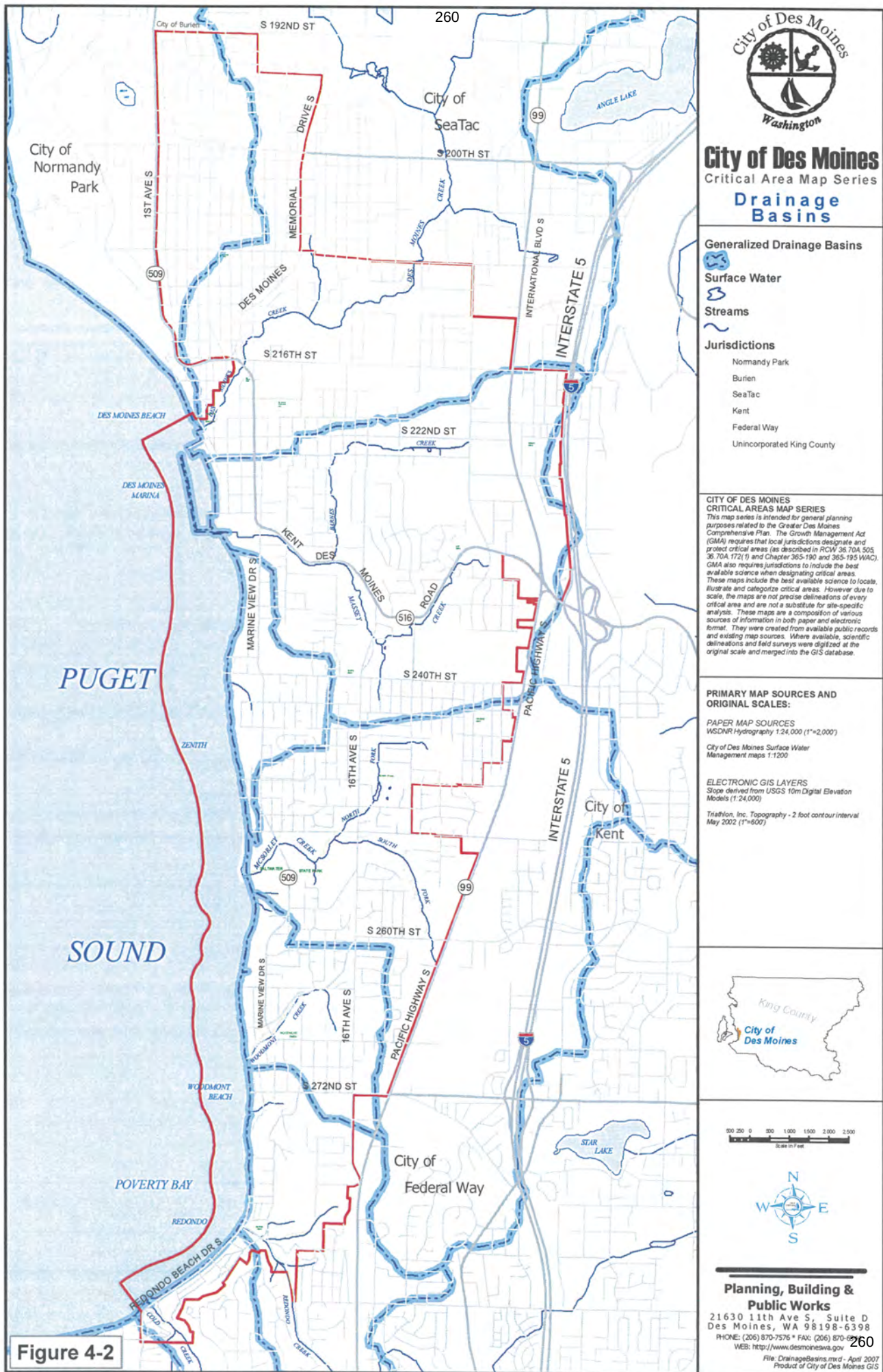
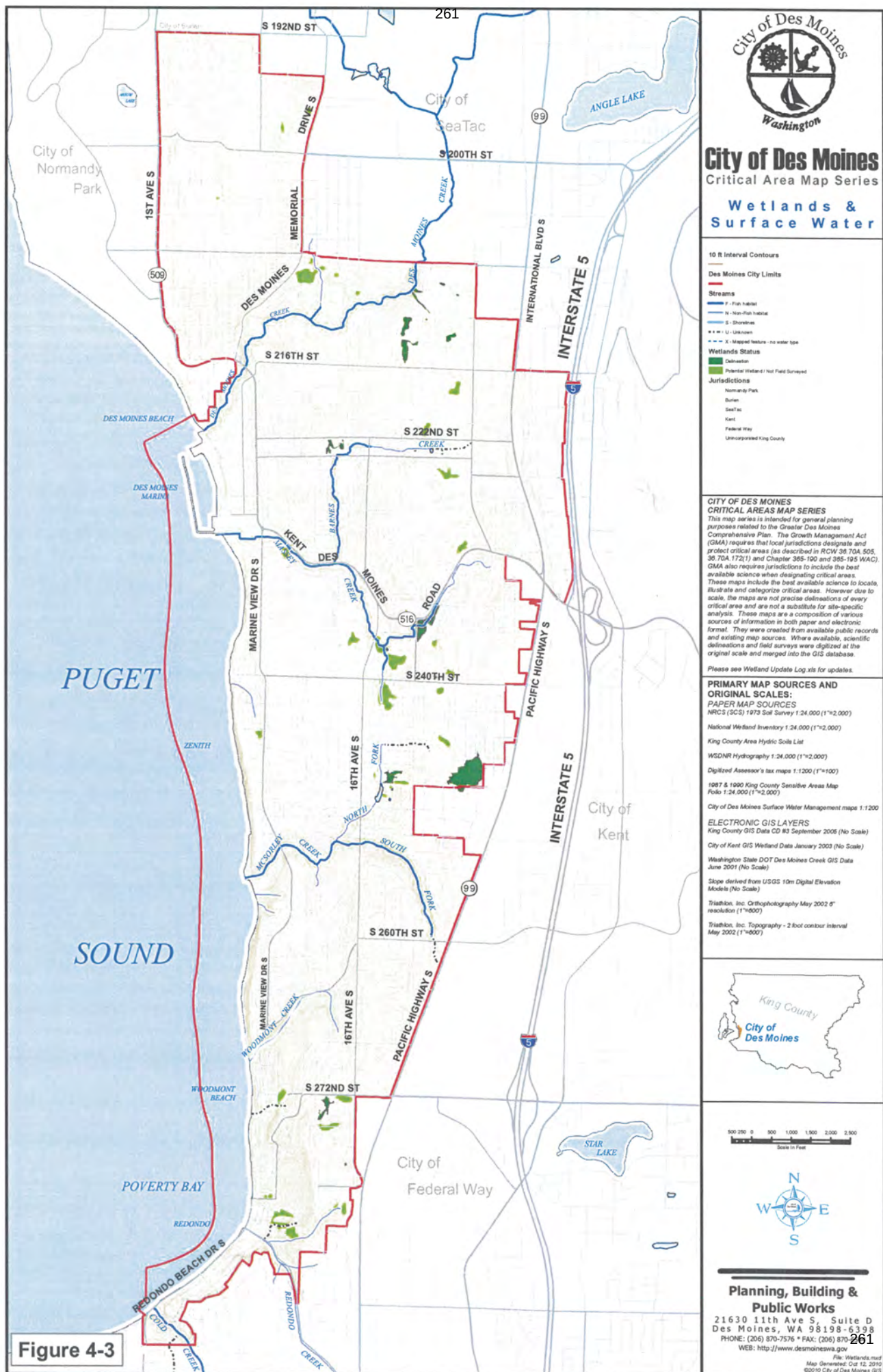
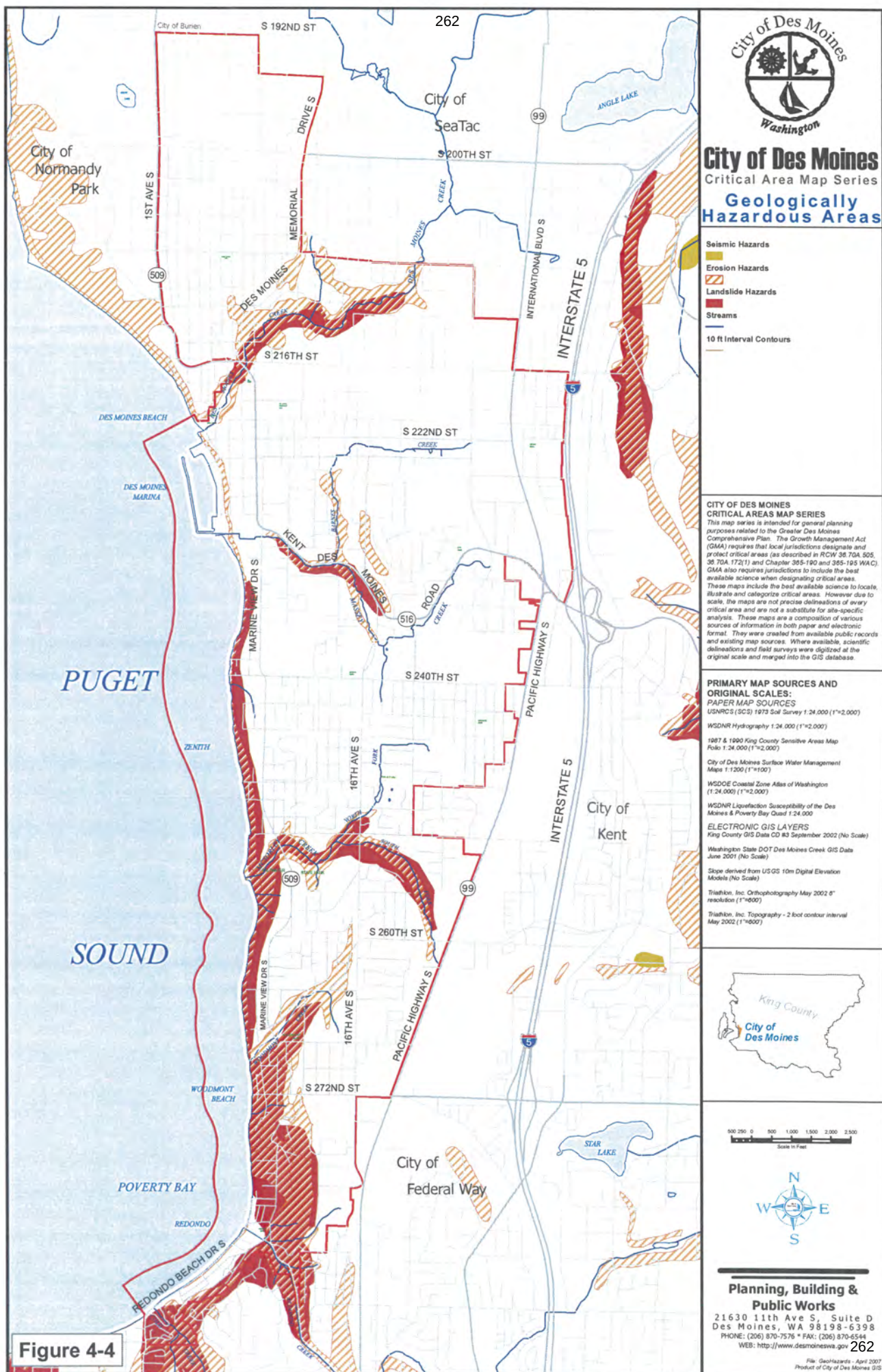
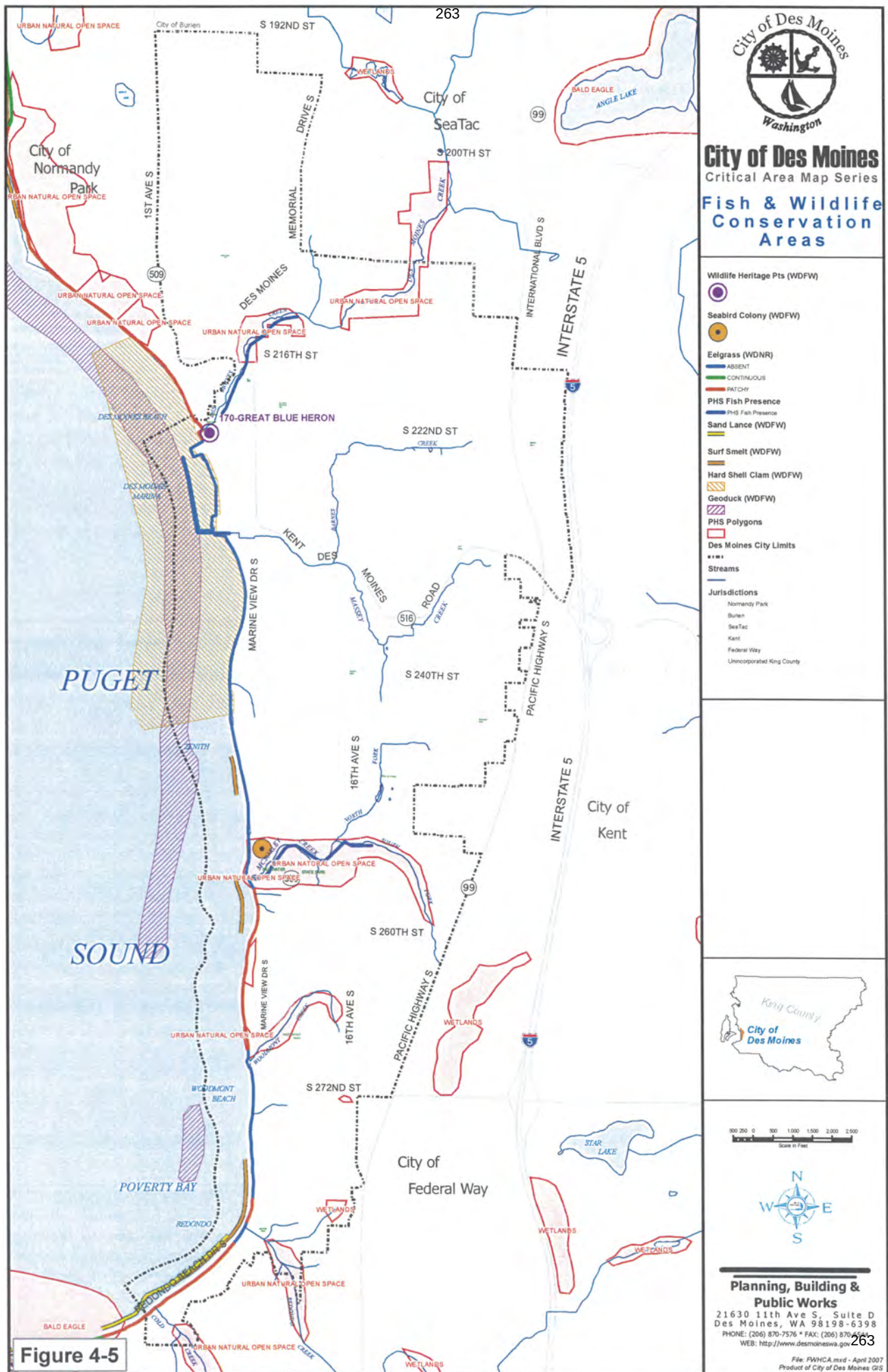


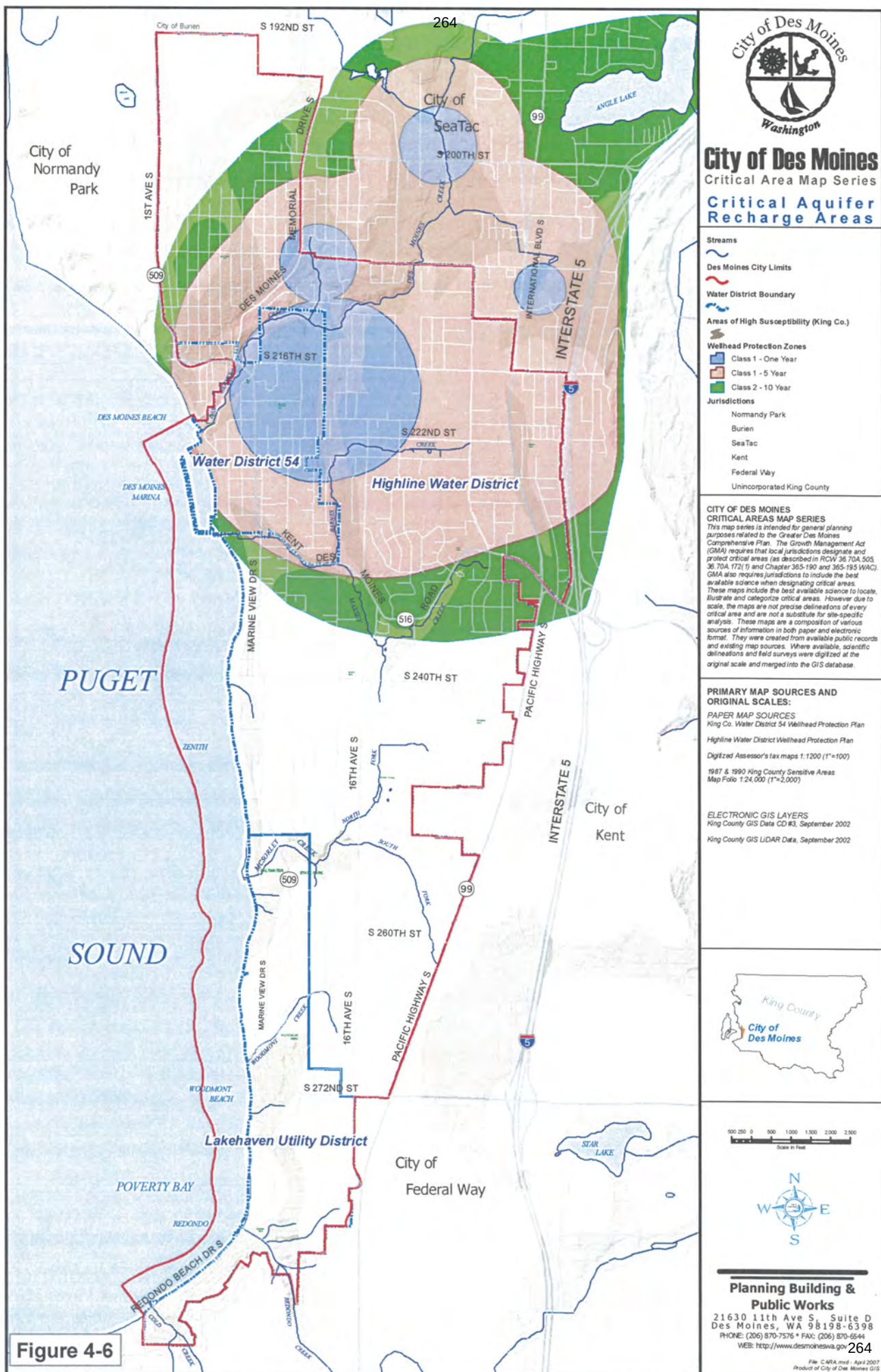
Figure 4-1

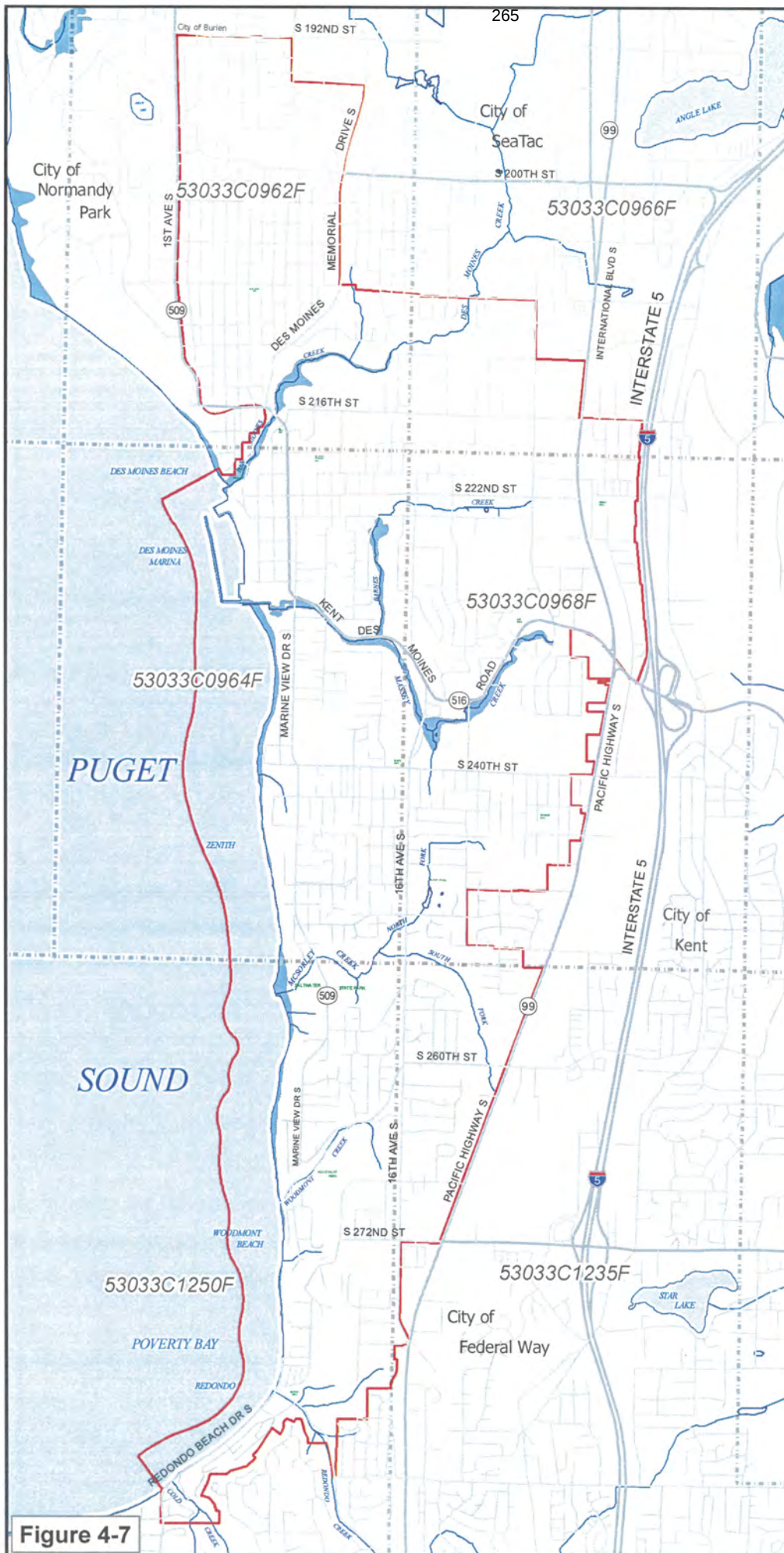












City of Des Moines Critical Area Map Series Frequently Flooded Areas

Frequently Flooded Areas
 A
 AE
 VE
FIRM Map Boundary
 1/8" = 1' = 100'
Streams
Des Moines City Limits

**CITY OF DES MOINES
CRITICAL AREAS MAP SERIES**
 This map series is intended for general planning purposes related to the Greater Des Moines Comprehensive Plan. The Growth Management Act (GMA) requires that local jurisdictions designate and protect critical areas (as described in RCW 36.70A.505, 36.70A.172(1) and Chapter 365-190 and 365-195 WAC). GMA also requires jurisdictions to include the best available science when designating critical areas. These maps include the best available science to locate, illustrate and categorize critical areas. However due to scale, the maps are not precise delineations of every critical area and are not a substitute for site-specific analysis. These maps are a composition of various sources of information in both paper and electronic format. They were created from available public records and existing map sources. Where available, scientific delineations and field surveys were digitized at the original scale and merged into the GIS database.

PRIMARY MAP SOURCES AND ORIGINAL SCALES:

PAPER MAP SOURCES
 WSDNR Hydrography 1:24,000 (1"=2,000')
 FEMA Flood Insurance Rate Maps - Panels 962, 964 & 968 1:24,000 (1"=2,000')
 Digitized Assessor's tax maps 1:1200 (1"=100')
 1987 & 1990 King County Sensitive Areas Map Folio 1:24,000 (1"=2,000')
 City of Des Moines Surface Water Management maps 1:1200
ELECTRONIC GIS LAYERS
 FEMA National Flood Insurance Program Q3 Flood Data (1:24,000)
 King County GIS Data CD #3 September 2002 (No Scale)
 Washington State DOT Des Moines Creek GIS Data June 2001 (No Scale)
 Slope derived from USGS 10m Digital Elevation Models (No Scale)
 Trishon, Inc. Orthophotography May 2002 6" resolution (1"=600')
 Trishon, Inc. Topography - 2 foot contour interval May 2002 (1"=600')



500 250 0 500 1000 1500 2000 2500
 Scale in Feet



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File: FreqFloodedAreas.mxd - April 2007
 Product of City of Des Moines GIS

Figure 4-7

CHAPTER 5: CAPITAL FACILITIES, UTILITIES AND PUBLIC SERVICES ELEMENT

BACKGROUND AND CONTEXT

The Capital Facilities, Utilities and Public Services Element discusses facilities needed for public services that will support planned population and employment growth. This element helps the City to ensure that the right facilities are in the right place to support the development that is planned in the Land Use Element. It also supports other plan elements, such as Transportation and Parks, Recreation, and Open Space, which drive the policy for capital facilities on those topics. By planning ahead to identify which facilities will be needed, the City is better able to ensure that expectations for quality of service (the “adopted Level of Service”) can be met. Consistent with this direction, goals, policies and implementation strategies in this element guide the City to ensure facilities adequately support new development, address any system deficiencies, and maintain their stated Level of Service.

Capital facilities, utilities, and public services include a variety of properties, improvements and services often administered by governmental agencies for the general public. Examples of capital facilities include City administration buildings, libraries, parks and recreational facilities, and public schools. Utilities include electric, telecommunication, natural gas lines, water, sewer, and solid waste collection. Selected public facilities located within the City of Des Moines are shown on Figure 5-1.

Certain facilities and utilities are owned/offered by the City of Des Moines while others are owned/offered by other agencies, special purpose districts, or companies. Public services provided by the City include police protection, public works, transportation, and surface water management.

Transportation and circulation-related facilities are addressed in the Transportation Element and the Comprehensive Transportation Plan. Parks, recreation, and open space are addressed in the Parks, Recreation, and Open Space Element and Parks, Recreation, and Senior Services Master Plan.

The population of the City of Des Moines has increased with the development and redevelopment of City land. The City of Des Moines also has grown in size and population by annexation of unincorporated lands, and is now entirely surrounded by other incorporated cities and water. There is little room left for expansion except by infill. It is expected that the number of persons within the City will continue to increase through the 2035 year planning horizon of this Plan.



Image Source: www.pcs-structural.com



Image Source: www.kcls.org



Image Source: Carmen Scott

The availability of capital facilities, utilities, and public services directly influences the quality of life in Des Moines. Adequate facilities, utilities, and services are needed to ensure that those who reside and work in Des Moines are reasonably free of safety and environmental hazards, and provided with adequate public services.

The increase in population within the City has and will continue to create a corresponding increase in the demand for capital facilities, utilities, and public services. The demand for, and the delivery of facilities, utilities, and services is influenced by regional factors, such as regional population densities, and the services provided by other jurisdictions. These regional factors must be considered in the planning for adequate facilities and utilities.

The siting, construction, and operation of capital facilities and utilities, including essential public facilities, has sometimes resulted in adverse impacts upon nearby properties and the natural environment. The City currently receives more than its fair share of adverse impacts associated with air transportation. Therefore, as permitted by state and federal law, before permitting the siting or expansion of any capital facilities or utilities it is extremely important that comprehensive environmental review of such proposals be completed so that decision makers are fully informed of the proposal's adverse impacts and whether adequate mitigation measures can be implemented to mitigate such impacts.

Comprehensive plans and capital improvement plans have been prepared by many of the providers of public facilities, utilities, and services within Des Moines. Such plans are applicable to Des Moines' Comprehensive Plan in that they contain detailed inventories of existing improvements, projected demand for services in the future, and funding strategies for capital improvements. The City adopts by reference, the following Capital Facilities, Utilities, and Public Services Plans:

- (1) City of Des Moines Comprehensive Marina Master Plan (2007)
- (2) City of Des Moines Surface Water Management Comprehensive Plan (2015, as amended)
- (3) City of Des Moines Comprehensive Transportation Plan (2009, as amended)
- (4) City of Des Moines Six-Year Capital Improvement Plan (updated annually)
- (5) City of Des Moines Parks, Recreation and Senior Services Master Plan (2009, as amended)
- (6) King County Water District #54 Capital Facilities Plan (2011)
- (7) Highline Water District Water Facilities Plan (2006)
- (8) Lakehaven Utility District Water Facilities Plan (2015)
- (9) Midway Sewer District CFP (2008)
- (10) Southwest Suburban Sewer District Sewer Plan (2015)
- (11) Lakehaven Utility District Sewer Facility Plan (2009)
- (12) Highline School District 2014-2018 Capital Facilities Plan (2014)
- (13) Federal Way Public Schools 2015 Capital Facilities Plan (2014)
- (14) Highline College Master Plan (2014)

An inventory and analysis of the publicly owned capital facilities, and public/private utilities within the City of Des Moines are summarized below.

- (1) **City Administration:** The City of Des Moines owns several properties and buildings that are used for the administration of City services. The maintenance, improvement and expansion of City facilities is guided by a six-year capital improvement plan and an annual budget approved by the City Council. The capital improvement plan prioritizes projects, establishes improvement schedules, and identifies revenue sources.
- (2) **Electricity and Natural Gas:** The transmission of electricity and natural gas to the City is provided by Puget Sound Energy (PSE), a private electric utility whose operation and rates are governed by the Washington Utilities and Transportation Commission, the National Electric Reliability Corporation (NERC), and Federal Energy Regulatory Commission (FERC). PSE provides to approximately 12,700 electric customers and 6,350 natural gas customers in Des Moines. Bulk electrical power is distributed via 115 kilovolt (kV) high-voltage transmission lines from transmission stations in Kent and Renton to switching stations in Des Moines, Kent and Renton. Natural gas is distributed regional supply stations to district regulators (Doug Corbin - PSE, Personal Communication, 2/03/15).
- (3) **Fire Protection:** Fire protection and other emergency services within the City are provided by South King County Fire and Rescue. These services are guided by the comprehensive plans of the districts/departments.
- (4) **Hazardous Waste Collection and Disposal:** The collection and disposal of hazardous waste within the City is provided for through an Interlocal Agreement between King County and the municipalities within the City. The Local Hazardous Waste Management Plan for Seattle-King County provides for regional coordination and funding of this program.
- (5) **Library:** Library services in the City are provided by King County Library District. Adopted level of service guidelines direct the construction and expansion of library facilities. The Highline College also operates a library that is utilized by many residents of the City.
- (6) **Marina:** An 840-slip marina along Des Moines' shoreline is owned and operated by the City of Des Moines. The City's capital improvement program and annual budget guide the expenditure of funds for the operation of the facility. The 2007 Comprehensive Marina Master Plan identifies near-term and long-term capital improvements, funding strategies and project schedules for the existing marina.
- (7) **Parks and Recreation:** Publicly owned recreational facilities within the City are operated by the City of Des Moines, the State of Washington, and the Highline and Federal Way School Districts. A regional dog park is located in the City of SeaTac. City, County and State Parks and Recreation Plans guide the administration of recreational programs of the respective jurisdictions. Various services, such as the Des Moines Senior Center, are provided at one or more of Des Moines' recreational

facilities. The Parks, Recreation and Senior Services Master Plan guides the scheduling and funding of future capital and programmatic improvements (See Chapter 6).

- (8) **Police:** Police services are provided by the City of Des Moines. The City of Des Moines also has interlocal agreements with the Cities of SeaTac, Kent and Normandy Park; King County, the State of Washington, and the Port of Seattle. Des Moines Police Department is accredited through the Washington Association of Sheriffs and Police Chiefs. The purpose of law enforcement agency accreditation is to professionalize the law enforcement industry by providing a review process for agencies to be certified as operating under industry best practices and standards.
- (9) **Postal Service:** The US Postal Service operates one facility and one contract station within the City.
- (10) **Sanitary Sewer:** The Midway, Southwest Suburban, and Lakehaven Utility Districts provide for the collection, treatment, and disposal of effluent. These services are directed by the comprehensive plans adopted by these districts. A portion of the City is still served by septic systems.
- (11) **Schools:** Publicly owned educational facilities are operated by the Highline School District and Federal Way Public Schools, Highline College, Central Washington University and Heritage College. Several private schools are also located within the City.

Highline and Federal Way School Districts provide K-12 educational programs to all students who live in the respective service areas.

Highline School District has four elementary schools (Des Moines, Parkside, Midway, and North Hill), one middle school (Pacific), and one high school (Mount Rainier) located in Des Moines. The 2014-2018 Capital Facilities Plan identifies the District's prioritized projects, funding, and construction schedule for facility improvements. Three of the four elementary schools (Parkside, Midway, and North Hill) and Mount Rainier High School have been replaced over the past decade, resulting modern facilities equipped with technology required for today's education.

Federal Way Public Schools serve the southern part of Des Moines (south of South 252nd Street). Woodmont Elementary is the District's only school located in Des Moines. The District's 2015 *Capital Facilities Plan*, sets forth the capital improvement projects and services to be implemented over the next several years. The plan includes new school construction, purchasing and siting of temporary facilities, and services operation.

Highline College (HC) provides post secondary education and degree programs. Founded in 1961 as the first community college in King County, HC is nationally and internationally recognized as a premier community college and is one of 34 community and technical colleges in Washington State. The college's main campus is location on an 80-acre wooded site in the South Des Moines Neighborhood. Classes are also provided at the Marine Science and Technology Center (MAST) at Redondo Beach. The MAST facility was completed reconstructed 2008 and is home to the third

largest salt water aquarium in Washington State. HC provides to branch campuses located in Burien and White Center.

Central Washington University (CWU) and Heritage University both operate branch campuses at HC. Each offer baccalaureate and master's degree programs at the Highline College campus.

- (12) **Solid Waste Collection and Disposal:** Recology CleanScapes provides for the collection and disposal of solid waste within the City. These services are regulated by the Cities of Des Moines and the Washington Utilities and Transportation Commission. Recyclables collection service of specified materials is available to households and businesses through solid waste haulers.
- (13) **Surface Water Management:** The collection and disposal of stormwater in the City is provided by the City of Des Moines.
- (14) **Telecommunication:** Telecommunication services (wired and wireless) for the City are regulated by the Washington Utilities and Transportation Commission. Cable Television and internet service is provided by Comcast Cable Services, XFINITY, and CenturyLink. Cellular telephone services are provided by numerous companies including but not limited to: AT&T, Cingular, Nextel, CenturyLink, Sprint PCS, T-Mobile, Verizon Wireless, and Vonage.
- (15) **Transportation Facilities:** State and Regionally owned transportation facilities are listed in the GMA as essential public facilities to be sited. Details of transportation facilities inventories, future needs and plans are provided in the City of Des Moines Comprehensive Transportation Plan.
- (16) **Water:** Domestic water within the City is provided by King County Water District 54, Highline Water District, and Lakehaven Utility District. Each of these districts' operations is guided by a water system plan. A significant portion of the water available in the City is purchased from the Seattle and Tacoma Water Departments.
- (17) **South County Correctional Entity (SCORE) Jail:** Pursuant to an interlocal agreement, the Cities of Auburn, Burien, Des Moines, Federal Way, Renton, SeaTac, and Tukwila jointly operate a consolidated misdemeanor correctional facility in the City of Des Moines. As part of this agreement, an autonomous public agency, SCORE was formed and represents almost 340,000 citizens in South King County. Located at 20817 17th Avenue South, the 137,000 square foot facility employs approximately 120 individuals and has capacity to house up to 820 inmates.

GOALS

- Goal CF 1** *Ensure adequate public facilities appropriate for the delivery of public services and utilities to accommodate the demand associated with current and future land uses. Such services and utilities should be provided in a manner that maximizes public safety and minimizes adverse environmental impacts.*

POLICIES AND IMPLEMENTATION STRATEGIES

- CF 1.1 To the extent permitted by law, Des Moines should require that the plans of the agencies identified in this Plan be consistent with the City of Des Moines Comprehensive Plan.
 - CF 1.1.1 Utilize the plans of providers of facilities and utilities within the City to supplement this Comprehensive Plan Element. For City of Des Moines planning purposes, this Comprehensive Plan should take precedence when such facility/utility plans may conflict.
- CF 1.2 Planning for utilities and public facilities should be recognized as the primary responsibility of the government or private agency providing the corresponding services. Des Moines should participate in the development of, and rely upon, plans prepared by each agency undertaking facility and capital improvement planning.
 - CF 1.2.1 Coordinate Des Moines' land use planning with the facility/utility planning activities of agencies and utilities identified in this Comprehensive Plan Element. Encourage, and to the extent permitted by law, require providers of public services and private utilities to utilize the Land Use Element of the City of Des Moines Comprehensive Plan along with housing and job forecasts in planning for future facilities. Encourage, and to the extent permitted by law, require providers of public facilities and utilities update their comprehensive plans on a regular basis and in a timely manner.
- CF 1.3 Ensure essential capital facilities/utilities (i.e., domestic water, fire protection, sanitary and storm sewer, transportation, etc.) are available at the time of development.
 - CF 1.3.1 Adopt procedures that encourage mutual review of, and comment on, proposed actions and policies between Des Moines and other providers of public services. Review of development proposals by providers of public facilities and utilities should ensure that there will be sufficient capacity at the time of development.
- CF 1.4 City plans and development regulations should identify, and provide a process for consideration of, the siting of essential public facilities. Essential public facilities should include: A) domestic water, sanitary sewer, public schools, and fire protection; B) difficult-to-site facilities such as those identified by RCW 36.70A.200 and County-wide Planning Policies; and C) essential state facilities specified by the office of financial management. Des Moines should not accept a disproportionate share of the adverse impacts resulting from the siting of essential public facilities.
 - CF 1.4.1 Utilize the plans of public facility and utility providers, and the Des Moines Capital Improvement Plan, to identify lands useful for public facility or utility purposes. Essential Public Facilities as defined by RCW 36.70A.200 are processed as Unclassified Use Permits (UUP) unless the use is permitted outright in a given zoning classification.
 - CF 1.4.2 Work cooperatively with surrounding municipalities and King County during the siting and development of facilities of regional significance.
 - CF 1.4.3 As permitted by state and federal law, including the lawful exercise by the City of its SEPA authority pursuant to RCW 43.21C.060, City approvals related to essential public facilities,

operations and activities within the City of Des Moines, including but not limited to, necessary support activities, connected-actions and projects, require a Conditional Use Permit and may include conditions that are necessary to mitigate specific adverse environmental impacts on the City of Des Moines identified in environmental documents prepared pursuant to SEPA.

CF 1.5 Des Moines should generally rely on the level-of-service standards/guidelines used by public facility and utility providers for determining adequacy and concurrency.

CF 1.5.1 Implement the following level-of-service standards, unless other LOS standards are adopted elsewhere:

- (1) **Collection and Disposal of Solid and Hazardous Wastes:** Require that collection service for garbage, recyclable materials, and yard waste be available to all properties within the City. Include level-of-service provisions in contract/franchise/license agreements. Cooperatively work with King County and related agencies for collection and disposal of hazardous wastes, and public education regarding hazardous wastes.
- (2) **Electrical Service:** Coordinate land use and facility planning to allow for siting and construction of distribution facilities that provide electrical power with minimal periods of service interruption. Carefully evaluate proposed high-voltage distribution facilities for adverse EMF impacts. Include level-of-service provisions in contract/franchise/license agreements.
- (3) **Fire Protection:** Coordinate land use planning, development review, and fire protection facility planning to ensure that: a) adequate fire protection and emergency medical service can be provided; and b) project designs minimize the potential for fire hazard.
- (4) **Libraries:** Continue to receive library services from the King County Library System as long as King County continues to provide a variety of library services from centrally located facilities with convenient hours of operation. Include level-of-service provisions in contract/annexation agreements. Patronage privileges for Des Moines residents are available at the Highline College Library.
- (5) **Marina:** Implement capital improvement projects identified in the Marina Master Plan to help the Marina maintain a competitive advantage in attracting moorage tenants and guests, support in-water activities and make the Marina more attractive and pedestrian friendly. Continue to serve as a boating facility while simultaneously promoting the Marina as a premier destination for those arriving by automobile, bicycle, or on foot.
- (6) **Natural Gas:** Promote the extension of distribution lines to unserved areas. Coordinate land use and facility planning to allow for siting and construction of natural gas distribution facilities that provide natural gas with minimal periods of service interruption. Include level-of-service provisions in contract/franchise/license agreements.

- (7) **Parks and Recreation:** Level of service standards for parks and recreation facilities are provided in the Parks, Recreation and Open Space Element.
- (8) **Police Protection:** Coordinate land use planning, development review and police protection facility planning to ensure that: a) adequate police protection can be provided; and b) project designs discourage criminal activity.
- (9) **Postal Service:** Encourage improvements to US Postal Services as necessary for residents and businesses.
- (10) **Public Education:** Coordinate land use planning, development review and school facility planning to ensure that: a) adequate school facilities will be available to accommodate anticipated increases in students; and b) project designs include safe pedestrian paths for school-age children.
- (11) **Sanitary Sewer:** Require that all new developments have sanitary sewer. Encourage or require the extension of sewer service to unserved developed areas. Priority for such extension should be given to areas where septic failures are common, or where the number or "density" of septic facilities exceeds the filtering capacity of the underlying soils. Allow new development to utilize septic drain fields as an interim sewer system only when all of the following conditions are present:
 - (a) Underlying soils allow for proper percolation without undue adverse impact; and
 - (b) Sanitary sewer is not within reasonable proximity of the development site; and
 - (c) A binding "no protest" agreement is provided requiring contribution toward extension of, and connection with, the sanitary sewer system when it is available; and
 - (d) The development site represents a small, isolated, vacant or under-developed parcel in an area of developed properties not served by sanitary sewer.
- (12) **Stormwater Management:** Require new development and redevelopment to install on-site stormwater detention and treatment as needed in a manner consistent with the City's National Pollution Discharge Elimination System (NPDES) permit, the standards of the King County Surface Water Design Manual, and the best management practices of the King County Stormwater Pollution Prevention Manual. Adopt maximum lot coverage policies or standards with respect to impervious surfaces. Require all multifamily development to provide a designated area for vehicle washing in a manner to control rinse water runoff.
- (13) **Telecommunications:** Advocate the development/maintenance of facilities necessary to provide telecommunication services (wired and wireless) as needed to accommodate population growth and advancements in technology. Include level-of-service provisions in franchise/license agreements. Advocate local regulation of telecommunication services and support state legislation that provides for optimal service from

monopolistic providers and ensures that ethnic, minority and limited income populations are not disadvantaged.

- (14) **Transportation Facilities:** Level of Service standards for transportation facilities are provided in the Transportation Element.
- (15) **Water:** Require that new development have adequate water supply for consumption and fire flow. Advocate the upgrading of existing lines, supply sources, and storage facilities as necessary in areas where fire flow is inadequate. Include level-of-service provisions in contract/franchise/license agreements.

CF 1.5.2 Require new development to contribute to the construction, renovation, or expansion of necessary public facilities. Support the establishment of late-comer agreements to ensure that adequate public facilities and utilities will be provided and equitably funded. Establish processes whereby impact fees can be collected for facility and utility improvements as permitted by State Law.

CF 1.6 New or expanded facilities/utilities should be compatible with surrounding land uses; such facilities should minimally impact the natural or built environment.

CF 1.6.1 Limit new development until necessary public facilities and/or utilities are available. If necessary, reassess the Land Use Element if probable funding or land for public facilities or utilities will not be available to accommodate demand.

CF 1.6.2 Require the undergrounding of utility lines as specified by the DMMC to minimize public safety hazards, visual clutter, and the obstruction of views. Encourage the undergrounding of utilities throughout Des Moines. Encourage the use of shared corridors and joint trenches for several utilities.

CF 1.6.3 Adopt ordinances as necessary to ensure that new public facilities and utilities include all improvements needed during use of the facility/utility, such as adequate on-site parking, appropriate signs, and lighting.

CF 1.6.4 Require adequate screened space in multifamily and commercial developments for on-site recycling containers.

CF 1.6.5 Identify facility needs for the provision of City services; explore funding options to accommodate those needs. Ensure that City facilities are sufficient in quantity and quality to allow for superior public service.

CF 1.7 Encourage, and to the extent permitted by law, require implementation of resource conservation practices to extend the useful life and capacity of existing and planned facilities.

CF 1.7.1 Prohibit or limit the construction of facilities/utilities where such construction would result in severely adverse environmental or public health impacts, or where such construction would encourage land development inconsistent with adopted City policies. Adverse impacts may include, but are not limited to: excessive noise or traffic, the discharge of pollutants into the air or water, or harmful electromagnetic fields. Ensure that such

improvements will not result in significant adverse impacts upon the surrounding land uses or the natural environment. Utilize the permitting authority and processes provided by the Des Moines Municipal Code during review of proposed facilities.

CF 1.7.2 Encourage, and to the extent permitted by law, require the implementation of resource conservation measures through various means, such as public education, energy-conserving construction techniques, and alternative landscaping provisions. Encourage, and to the extent permitted by law, require providers of public facilities and utilities to implement public education and information programs that describe the benefits of conservation.

CF 1.8 Provide for the siting of electrical vehicle infrastructure as required by HB 1481. Electrical vehicle infrastructure includes structures, machinery and equipment necessary and integral to support an electrical vehicle including battery charging stations; rapid charging stations and battery exchange stations.

CF 1.8.1 Support regional efforts to develop electric vehicle infrastructure.

CF 1.8.2 Encourage new development to include electric vehicle charging stations within or adjacent to their projects.

Chapter 6: Parks, Recreation and Open Space Element

BACKGROUND AND CONTEXT

The Parks, Recreation, and Open Space Element contains goals and policies regarding how Des Moines parks, recreational facilities and open space will be acquired, designed, managed, and programmed. These include open space, athletic fields, areas for informal play and recreation, and indoor recreation and rental facilities.

Consistent with the Comprehensive Plan's framework for sustainability and healthy communities, this element plays an important role in promoting good public health. Parks and recreation facilities provide opportunities for physical activity through the use of trails and athletic fields and participation in recreation programs, countering national trends toward physical inactivity and obesity. Studies have also shown that parks can provide mental health benefits, including reduction of depression and anxiety.

The goals and policies in this element are taken from, and must be consistent with, the City's *Parks, Recreation, and Senior Services Master Plan*, which is required by the Washington State Recreation and Conservation Office (RCO) to remain eligible for grant funding. This element also connects and supports other comprehensive plan elements, such as the Land Use Element (through discussion of quality of life and public health), Transportation Element (through the discussion of trails, bikeways, and paths), the Environment and Conservation Element (through the objectives on water conservation and recycling), and the Healthy Des Moines Element (through the discussion of healthy eating and active living).

An adequate open space, park, and recreation program provides personal, social, economic and environmental opportunities to:

- (1) Enrich each person's life by providing opportunities for self-expression; self esteem and character enhancement, skill development, healthy lifestyles; wellness and physical fitness, mental stimulation and growth; social belonging; and provide a lifeline for older citizens; and
- (2) Enrich the community by providing leadership opportunities, social interaction, community involvement, leadership, and cultural awareness and tolerance; community pride; and
- (3) Enrich the economy by providing opportunities to enhance land values and support business by providing public resources that beautify business areas and neighborhoods, generate revenue through self supporting recreation programs, reduce crime and vandalism through community involvement, and increase tourism through quality recreation facilities, community events and programs; and
- (4) Enrich the environment by protecting open spaces, wildlife habitat, tidal life and near shore ecosystems; thereby reducing pollution and enhancing natural beauty.

Parks and conservancy areas can preserve and protect critical areas and wildlife habitat, provide natural areas in urban areas, and allow for certain low impact recreational opportunities.

The unimproved right-of-way of State Route 509 represents a valuable part of the region's open space and transportation system to connect neighborhoods and recreation facilities. The right-of-way would provide opportunities for recreational facilities for activities suited to linear parks, such as walking and bicycling.

The Port of Seattle buy-out area in the North Central Neighborhood, along with the Pacific Ridge Neighborhood, Pacific Highway Business Districts in Midway, East Woodmont and Redondo and the Marina District represent opportunities for interconnections between economic and recreational expansion and for the establishment of other recreational facilities for Des Moines citizens.

The Des Moines Parks, Recreation and Senior Services Master Plan (Adopted November 5, 2009) evaluates and inventories existing public and private park and recreation facilities and programs. It forecasts the demand and need for future park and recreation services, estimates the costs for improving and maintaining existing recreation facilities, and developing new facilities, and establishes a long-range program of system-wide capital acquisitions, renovations, development improvements and Interlocal projects.

The City of Des Moines has a variety of parks and recreational areas. These recreation facilities are utilized by local residents and workers, and visitors from other areas.

The majority of Des Moines' recreational areas are owned or leased and operated by the City. Other public agencies such as Highline School District, Federal Way School District, Highline Community College and the State Park System provide additional recreational facilities that are heavily used and are necessary to provide adequate recreational opportunities for Des Moines citizens. A small number of recreation facilities are privately owned and many are not available to the general public.

Respondents to the Parks, Recreation and Senior Services Master Plan surveys (2009) identified the following recreation facilities as being of primary importance:

- Community Centers; Mount Rainier Pool;
- Community/Sports Parks, Neighborhood and Waterfront Parks; and
- Marina and Trails.

It is in the public interest for the City of Des Moines to preserve, protect and maintain park and recreation areas and conservancy resources within its jurisdictional boundaries.

It is in the public interest to integrate sustainable design and construction strategies in park and facilities capital investments.

Background information and system inventories for this element can be found in the *Parks, Recreation and Senior Services Master Plan* (2009) which is hereby adopted by reference and includes estimates of demand for parks, a needs assessment, as well as a discussion about opportunities to coordinate with other jurisdictions to provide parks. Refer to Section 1 of the Plan for this information. The Master Plan is currently being updated and is intended for adoption in Fall 2015. This Parks, Recreation and Open Space Element will be amended to reflect the adopted Master Plan.

GOALS

6-01-01 Provide adequate and accessible recreational facilities and programs that are responsive to the diverse interests and needs of people of all ages, income levels, cultural or educational backgrounds, or physical abilities. Such recreational facilities and programs should satisfy outdoor and indoor, active and passive recreational needs and be appropriately distributed throughout the community.

6-01-02 Ensure that existing and planned park and recreation areas are protected from adverse impacts associated with incompatible land uses and/or transportation activities. Such adverse impacts may include traffic congestion, inadequate parking, surface water runoff, vibration, air and water pollution, noise, among others.

6-01-03 Ensure that park and recreation areas of local significance (cultural, historical, environmental, natural, wildlife, waterfront, tidal, special use or other) are identified and protected.

6-01-04 Maintain existing recreation facilities and sustain recreation programs. Actively seek funding to provide adequate recreation facilities and programs for underserved neighborhoods. Pursue joint-use and shared-cost opportunities such as: Interlocal agreements with other governmental agencies, collaborative opportunities with interdepartmental projects, public/private partnerships and volunteerism to develop new parks and facilities and maintain existing parks and facilities. Encourage the State of Washington to maintain and preserve in a sustainable manner its park land located within Des Moines in perpetuity.

6-01-05 Support economic development through an aesthetically pleasing environment by providing: city gateways and signage to include directional road signs to recreational facilities; well maintained streetscapes; adequate parking at recreational facilities; and improving and maintaining waterfront facilities.

6-01-06 Utilize a ratio of 6.5 acres per 1,000 population combined park land (including mini, neighborhood, community, special use, sports fields/complexes, trails and pathways, conservancy and open space areas which are typically undeveloped) as a general guide in the acquisition of park lands.

6-01-07 Ensure community recreational needs are considered during planning stages of all single family, multi-family, subdivisions and planned unit residential developments; retail, commercial and business park development; educational institutions, utilities and other governmental facilities development.

6-01-08 Combine new recreational facilities with adjacent recreational, open space, municipal facility, pedestrian/bicycle transportation system or other appropriate areas as feasible. Joint use of such recreation areas should be encouraged. Design and development of such projects should be coordinated with the Parks, Recreation and Senior Services Department as part of the building permit process..

6-01-09 Implement Parks and Recreational Facilities Impact Fees for "park and facilities system improvements" necessary due to growth based on the development's proportionate share of system improvements that are reasonably related to the new development.

6-01-10 Utilize Park Impact Fees for "park and facilities system improvements" and/or "project improvements" which are "on-site" and provide service for a particular new development.

6-01-11 Implement as required by State law, improvements for pedestrian and bicycle facilities and corridors that address and encourage enhanced community access and promote healthy lifestyles.

6-01-12 Implement sustainable park and facility design and construction practices that result in facilities that are high-performing, good for the environment, healthy, and enriching for our park visitors and building occupants.

POLICIES

6-03-01 Park Land Acquisition

- (1) Develop and maintain procedures and priorities for the selection, classification and acquisition of park lands and the use of such lands for recreation purposes. All lands designated for recreation purposes shall be suitable for the intended recreation activity.
- (2) Work with other entities and public agencies (Highline and Federal Way School Districts, Highline Community College, State Parks and Utility and Jr. Taxing Districts) to maximize opportunities for acquisition of land that qualifies for the City's park system through Interlocal agreements for "right-of-use" and/or joint development agreements, land transfers, lease, property exchange, dedication and surplus or easement land acquisition procedures.
- (3) Utilize the resources of national, regional and local conservation organizations, corporations, non-profit associations and benevolent entities to identify and acquire environmentally sensitive land, urban wildlife habitat or preservation areas.
- (4) Identify lands that enhance the appearance and character of the City. Such lands may serve as community or neighborhood separators, create gateway features into Des Moines, enhance the park system, or link existing natural or built amenities.
- (5) Preserve significant critical areas as passive open space. Where appropriate, the City may construct improvements that enhance the public's awareness of, and appreciation for, natural areas..
- (6) Ensure that the quantity and quality of park land increases proportionately with population growth. Des Moines should use a variety of means to provide recreational opportunities.
- (7) Establish a Park Impact Fee program to replace the current park in-lieu provisions that address the long term need to provide park space for future population growth.

6-03-04 Park & Facility Improvement

- (1) Provide for the orderly and comprehensive planning of park lands and recreation resources through design standards, specific site planning and Master Plan procedures. Such

procedures should respond to public need and service area requirements for park and recreation services. Actively seek joint- development and programming opportunities with intergovernmental and private partners and the application of reasonable standards and conditions for such use.

- (2) Park and facility design shall conform to local ordinance or recognized Standards for access, safety, environmental sustainability, health and protection of humans, domestic animals, wildlife and tidal life. Park development shall be of high quality and aesthetically pleasing, sensitive to the opportunities or constraints of the natural, physical or architectural environment.
- (3) Encourage and support development of local neighborhood and community-based programs for park improvements, including participation of civic clubs, non-profit organizations, neighborhoods, schools, churches, businesses, and other organized volunteer groups.
- (4) Provide barrier-free access by modifying existing facilities when designing and/or constructing new recreation and open space facilities and services.
- (5) Provide basic amenities at recreation and open space facilities such as lighting, seating, drinking fountains, trash receptacles, bicycle racks, shelters, signage and parking whenever possible and appropriate.
- (6) Recreational facilities should be connected by linear open spaces, pedestrian paths, or bicycle routes. Linkages between Des Moines' waterfront facilities along Puget Sound connecting from Des Moines Creek Trail (North Hill) to Redondo are a priority for the park system.

6-03-05 Recreation, Senior, Social and Cultural Programs & Services

- (1) Provide recreation programs that are responsive to population age group and economic demographics and area growth needs. Provide programs and services which are both non-fee and user-fee based as appropriate to achieve a balance within a variety of recreational programs and services offered throughout the community.
- (2) Promote or sponsor community events, family programs and other social activities that serve special populations of the community in terms of age groups, ethnic groups or cultural heritage and youth at risk.
- (3) Develop and participate in joint recreation programs and services with school districts, law enforcement, arts and heritage agencies, human services agencies, tourism agencies, social agencies and other community groups and associations, as well as surrounding communities or neighborhoods within the local or sub-regional area.

6-03-06 Park Operations & Maintenance

- (1) Develop and maintain a maintenance management schedule using best management practices that identifies preventative maintenance, remedial maintenance and deferred maintenance

programs for park lands and facilities including all structures, site improvements and tool or equipment resources.

- (2) Establish maintenance service programs that protect public property; preserve its value; ensure its intended use, life expectancy, safety, cleanliness, security and appearance; and promotes community pride.
- (3) Establish maintenance service programs that encourage sustainability to: protect natural resources, reduce waste and recycle resources, minimize dependence on water and fertilizers, and include integrated pest management.
- (4) Develop and maintain the appropriate park rules and regulations that serve the continuing need to ensure access, safety, law enforcement, environmental protection and protection of park sites and recreational resources as public assets.

6-03-07 Economic Development

- (1) Identify and increase opportunities for public access to the public shoreline of Puget Sound and the number and variety of recreational opportunities provided at waterfront parks and the Marina.
- (2) Identify and participate in growth management related public services fees, Hotel/Motel tax and tourist related revenues and/or voted levy assessments in order to fund projects that are identified by the public as needed. Both public and private revenue sources will be employed to achieve a balance of equity and cost to the taxpayer through increased private and non-profit participation in recreation service activity.
- (3) Identify alternative funding programs administered by local, state and federal agencies or other public or private sources which are in the form of grants, loans or other funding mechanism.
- (4) Make pedestrian-friendly improvements to downtown, Pacific Ridge, Midway, East Woodmont and Redondo for all citizens regardless of ability. Enhance business district rights-of-way with enhanced landscaping, way finding directional signs, and pedestrian pathways and areas in a manner that encourages pedestrian interaction between neighborhoods, recreation facilities, schools, business areas, waterfront parks, and the Marina and transportation links.

6-03-08 Healthy Community

- (1) Provide fresh food and beverage options in City-sponsored meetings and recreational programs to promote healthy eating habits.
- (2) Identify City park lands as possible locations for community gardens, fruit/vegetable stands, mini farmers markets, and Community Supported Agricultural (CSA) distribution sites to improve access to fresh food.

- (3) Support joint-use agreements for publicly-owned property, schools or church properties, to increase opportunities for active living.

IMPLEMENTATION STRATEGIES

6-04-01 Conserve Open Space Land for Natural, Cultural & Recreation Values:

- Coordinate and maintain procedures for conservation of open space through mechanisms such as zoning, donation, purchase of easements, conservation easements with coordinated planning, taxing and management actions.
- Ensure that proposed land-use and transportation facilities that would subject locally significant parks, golf courses, ball fields, outdoor spectator sports areas, amusements areas, riding stables, nature trails and wildlife refuges to exterior noise exposure levels which exceed limits identified in the DMMC are opposed or include mitigation measures commensurate with the magnitude of adverse impact anticipated.
- Where appropriate for recreation or open-space purposes, transfer derelict land, easements, tax delinquent land, surplus roadway/highway rights-of-way, and other land not presently in productive use where such land can be used for land exchange, purchase or long-term leases.
- Make maximum use of lands associated with surface water management and other public utilities to meet recreation needs.
- Enforce regulations for new residential, business, commercial or industrial development and redevelopment which require either the dedication of park lands, provision of recreation facilities and/or payment of impact fees or fees in-lieu of land to a park and recreation trust fund.
- Work with conservation groups and the private sector to encourage donations, bargain sales of land or recreation or conservation easements through equitable incentives and to identify, acquire and conserve or manage natural open space areas and other recreational land.

6-04-02 Encourage Joint Use of Existing Physical Resources:

- Where appropriate, establish joint-use recreational facilities while ensuring recreation services to the entire community. Utilize school sites and public buildings for recreation and service programs through establishing joint purchase and/or use agreements.
- Develop specific agreements and reciprocal no-fee policies which encourage park use by school groups and school use by recreation user-groups of all ages.

- Encourage joint use for recreation wherever lands and facilities are suitable and committed to other private and public purposes, including City, county/state properties, utilities rights-of-way, and the property of institutions and private corporations.
- Encourage use of local park and recreation facilities for a wider range of human services delivery (i.e., health information, consumer protection, nutrition, seniors, child care, bookmobiles, playmobiles, etc.).

6-04-03 Encourage the Planning, Development and Full Utilization of Trails as Recreation Facilities:

- Plan urban trail systems for maximum pedestrian and bicycle access to parks, schools, transit centers, business districts and employment areas as an alternative to automobile access. Also, plan trail systems that link adjoining communities and urban areas leading to rural or natural areas.
- Develop specific plans for trails to be used as guides in creating coordinated recreation and transportation systems for pedestrian and all non-motorized vehicles or forms of transportation.
- Key pedestrian and bicycle routes should be those identified by the 2009 Des Moines Comprehensive Transportation Plan- Chapter 5 Pedestrians and Bicyclists.

6-04-04 Provide Appropriate & Responsive Recreation Services through Specific Planning:

- Coordinate recreation planning with other human services planning, including schools and law enforcement; coordinate park and facility planning with land-use planning in the City and sphere areas and surrounding communities or neighborhoods.
- Provide for the needs of special populations including those who are economically disadvantaged, physically challenged and developmentally disabled in park facility planning, design and program services.
- Participate in Federal and State bonds and grants programs to ensure that the City is taking full advantage of all appropriate local and non-local sources of financial assistance.
- Conduct a demographics analysis and citizen participation and recreation preference surveys every 1-3 years to determine and/or adjust recreation needs data.
- Encourage ongoing community input into the development and management of park facilities, programs and services through citizens committees working alongside the Parks, Recreation & Senior Services Department.
- Promote environmental education through guided nature trails, environmental education programs and environmental improvement programs sponsored by the City and local educational institutions and non-profit organizations.

- Promote historical and cultural education through the preservation of historical sites and promotion of performing, literary and visual arts, community festivals and special events that extol and promote the cultural and historical heritage of the City of Des Moines.

6-04-05

Park and recreation areas that exhibit one or more of the following characteristics may be designated by the City to be of local significance:

- The park or recreation area contains significant recreation or cultural opportunities or facilities, such as waterfront access, historic district, amphitheaters, museums, public art, community centers, sports complexes, regional trails, marinas, etc.
- The location, geography, configuration or facilities of the park or recreation area is/are especially appropriate for use by particular population groups (e.g., the elderly, pre-school children, the disabled).
- Because of its location, age, or scale, it is an easily identifiable visual feature and contributes to the distinctive quality or identity of the community or city.
- The park or recreation area contains unusual or special botanical or wildlife resources.
- The park or recreation area contains critical areas as defined in the Zoning Code that serves a significant role or provides a significant function in the natural systems within Des Moines.
- It is associated in a significant way with a historic event, structure, or person with a significant effect upon the community, city, state, or nation.
- It is associated in a significant way with a significant aspect of cultural heritage of the community, city, state, or nation.

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City of Des Moines

2003 Parks, Recreation & Senior Services Master Plan

Parks & Recreation Facilities



Figure 6-1



City of Des Moines

2003 Parks, Recreation & Senior Services
Master Plan

Trails & Bicycle Facilities



Existing Pedestrian And Bicycle Facilities

- Cement Concrete Sidewalk
- Marked Asphalt Path
- On Street Bicycle Lane
- Multi Purpose Trail
- Other Agency Trail
- Boardwalk

Proposed Pedestrian And Bike Facilities

- Multi Purpose Trail
- On Street Bike Lane
- Widened Shoulder
- Widened Shoulder One Dir

Des Moines Parks By Class

- Mini
- Neighborhood
- Community
- Conservancy
- ROW
- Regional
- School
- Trail
- Waterfront
- Des Moines City Limits
- Planning Area Boundary



File: MP_Trails.mxd February 2003
Product of City of Des Moines GIS

Chapter No 7: Housing Element

BACKGROUND AND CONTEXT

This Housing Element contains the goals and policies that identify steps the City of Des Moines can take in response to housing issues found within the community. These steps are intended to ensure the vitality of the existing residential stock, estimate current and future housing needs, and provide direction to implement programs that satisfy those needs consistent with the goals and requirements of the Growth Management Act (GMA). Specifically, the housing goal stated in the GMA is to:

“Encourage the availability of affordable housing to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock.”

The Puget Sound Regional Council’s (PSRCs) VISION 2040 contains multi-county planning policies that provide a policy framework and numeric guidance for local growth management planning and target setting. One of the overarching goals of VISION 2040 is for the region to preserve, improve, and expand its housing stock to provide a range of affordable, healthy, and safe housing choices to every resident, with fair and equal access to housing for all people.

The King County Countywide Planning Policies (CPPs) require all cities to share the responsibility for achieving a rational and equitable distribution of affordable housing and provide for a variety of housing types and opportunities for all economic segments in King County.

In conjunction with the 2011 King County Countywide Planning Policies on housing, each jurisdiction within the County was assigned a set of targets for future accommodation of affordable housing. The targets are assigned in accordance with the regional geographies established per PSRC’s Regional Growth Strategy and represent a proportion of the City’s overall housing growth target (see Exhibit 7-1). These targets are intended for planning purposes and as broad quantitative guidance to the County and cities in:

1. Establishing a mix of future land use and zoning designations sufficient to accommodate housing affordable to low- and moderate-income households, and



Accessory Dwelling Unit



Cottage Housing



Townhomes



Mixed Use



Senior Housing

2. Implementing a range of regulations and programs designed to achieve the targets over the planning period.

The affordable housing targets shown in Exhibit 1 assume a 2035 planning horizon versus year 2031 established in the CPPs. This is not expected to result in significant differences in housing supply or demand given Des Moines has experienced minimal growth over the past 10 years.

Exhibit 7-1: City of Des Moines Affordable Housing Targets 2015-2035	
Moderate Income Housing Growth Target	Low Income Housing Growth Target
16% (557units)	24% (835 units)
Source: Table H-2: King County Jurisdiction Affordable Housing Targets 2006-2031	

Affordable housing is a significant need that shapes the quality of life for our community. Current and future residents of Des Moines, like people throughout the region, need housing affordable at a variety of income levels. The U.S. Census 2009-2013 American Community Survey data indicate that 15.2 percent of Des Moines' population lives at or below the poverty level (very-low income). The per capita income was reported at \$27,056 while the median household income was \$59,799. In 2013, the U.S. Census defined the poverty level as households earning 30 percent or less of the median income which was \$23,707 for a family of four.

The City of Des Moines Buildable Lands Report (Appendix A) provides an inventory and analysis of existing and projected housing needs in the City and identifies developed and undeveloped land appropriate for housing. The Housing Inventory and Needs Assessment (Appendix C) documents the City's housing supply and provides an assessment of housing affordability by "Area Median Income (AMI)" and demonstrates that the City has existing housing stock that meets the vast majority of housing that is affordable to low- and moderate-income families in Des Moines.

Though nearly all of the City's supply of housing is priced below the top of the moderate (middle) income rental range (81-100% AMI), there is a deficiency in rental and ownership housing that is affordable to very-low income households. In addition, nearly half of the city's renters, and especially those with low and very low incomes, now pay more than 35 percent of their incomes for rent. To meet the housing needs, higher density housing and affordable housing will be targeted near transit stations/stops and in areas that provide a range of public services.

The higher percentage of income paid toward housing, the more vulnerable a household is to actually losing their housing if someone in the household loses a job, suffers a medical emergency, or incurs some other major expense. As a result, these households may become homeless, displaced or reside in overcrowded or substandard housing.

The availability of diverse housing choices and affordable housing for all income groups is essential to a stable, healthy, and thriving community. Demographic trends indicate a shift in future market demand towards smaller housing units, rental housing units, and mixed-use housing in a lively, amenity-rich environment. The City must adapt to these market trends and preferences to be successful.

While the City does not control private sector investment, which is necessary for the development of quality housing and neighborhoods, the City should take the steps within its power to facilitate development of the types of housing that will create the best opportunity for success. Steps that can be taken (and in most cases

already have) include creating development regulations that allow these types of products, establishment of incentives for certain development types, evaluation of current codes for barriers to certain housing types, and creation of public-private partnerships.

GOALS

- Goal HOU 1** *Encourage the development, preservation, or replacement of housing stock that is affordable to all economic segments of the community.*
- Goal HOU 2** *Encourage and support a variety of housing opportunities for those with special-needs, particularly those with challenges related to age, health or disability.*
- Goal HOU 3** *Protect existing and planned residential areas from adverse impacts associated with incompatible land uses.*
- Goal HOU 4** *Encourage the development of an appropriate mix of housing choices through innovative land use and well-crafted regulations.*

POLICIES AND IMPLEMENTATION STRATEGIES

Housing Supply

- HOU 1.1 Zone sufficient buildable land, create adequate usable development capacity and allow for an appropriate mix of housing types to accommodate Des Moines' projected share of King County population growth over the next 20 years.
 - HOU 1.1.1 Continue to provide opportunities and incentives through the Planned Unit Development (PUD) process for a variety of housing types and site planning techniques that can achieve the maximum housing potential of the site.
 - HOU 1.1.2 Promote and foster, where appropriate, innovative and non-traditional housing types such as live/work housing and attached and detached accessory dwelling units, as alternative means of accommodating residential growth and providing affordable housing options.
 - HOU 1.1.3 Encourage infill development on vacant or underutilized sites.

Mixed Income Housing

- HOU 1.2 Continue to assist regional, multi-jurisdictional efforts to address the region's need for low and moderate income housing, and special-needs housing.
 - HOU 1.2.1 Work cooperatively with other King County cities/agencies to address regional housing issues.
 - HOU 1.2.2 Encourage affordable housing availability in all neighborhoods throughout the city, particularly in proximity to transit, employment, and/or educational opportunities.
 - HOU 1.2.3 Consider mandating an affordability component in Light Rail Station Areas or other Transit-Oriented Communities.

- HOU 1.2.4 Support programs and strategies aimed at providing housing that is affordable to all income groups, such as regional, state and federal housing programs, housing trust fund, inclusionary zoning, development incentives, fee waivers, fast-track processing or assistance to housing agencies.
- HOU 1.2.5 Review all requirements related to construction of single family homes to identify where the cost of construction may be reduced, in an effort to make housing more affordable.

Housing Preservation

- HOU 1.3 Promote the preservation, repair and maintenance of existing housing stock in Des Moines to retain the availability of healthy, safe, sanitary, and affordable units.
 - HOU 1.3.1 Coordinate with neighborhood-based groups and other organizations to promote preservation and rehabilitation of existing residential areas.
 - HOU 1.3.2 Publicize King County's Minor Home Repair Program available to low and moderate income residents of Des Moines.

Special Needs Housing

- HOU 2.1 Assist the private sector, non-profit agencies, and public entities in the planning and development of special-needs housing within and near Des Moines.
 - HOU 2.1.1 Assist social service organizations that provide housing for low income and special needs populations, operate emergency shelters, or provide other housing-related services available to Des Moines residents.
 - HOU 2.1.2 As required by state law, remove regulatory barriers to the siting of group homes, foster care facilities, and facilities for other special populations. Strive for equitable distribution of special-needs housing within the City of Des Moines and among neighboring jurisdictions.
- HOU 2.2 Encourage equitable distribution of low-income and special-needs housing throughout King County.
 - HOU 2.2.1 Promote compatible residential development that is affordable to all economic segments of the Des Moines community. Ensure City codes and development regulations do not create unnecessary barriers to affordable housing.
 - HOU 2.2.2 Encourage the development of mixed-income projects and communities.

Land Use

- HOU 3.1 Protect residential areas from adverse impacts associated with incompatible land uses or nearby transportation facilities/activities.
 - HOU 3.1.1 Protect existing and planned residential areas from unmitigated adverse impacts that may be generated by nearby incompatible land uses or transportation facilities or activities.
 - HOU 3.1.2 Ensure that the Port of Seattle (POS) and the Federal Aviation Administration (FAA) mitigate the impacts of environmental noise upon Des Moines' residential areas.

- HOU 3.1.3 Avoid siting future housing in close proximity to Sea-Tac Airport pursuant to RCW 36.70.547 and the Washington State Department of Transportation Airports and Compatible Land Use Guidebook, M3074.00 (January 2011, as amended).
- HOU 4.1 Promote consistency with the Land Use Element's residential policies regarding density, population, housing mix, and siting criteria.
 - HOU 4.1.1 Implement the residential policies of the Land Use Element regarding dispersion of housing types, unit mix, and future population.
 - HOU 4.1.2 Maintain a strong code enforcement program to maintain neighborhood quality and reduce the potential for nuisance properties and housing.
 - HOU 4.1.3 Consider regulations that would allow cottage housing in single family and multifamily zones when appropriate criteria can be met.
 - HOU 4.1.4 Allow mobile/manufactured and modular homes within Des Moines when such structures satisfy all applicable health and safety codes.
 - HOU 4.1.5 Continue to allow accessory housing units within single-family neighborhoods in a way that protects residential character, maintains specific design standards, and complies with all applicable laws.
- HOU 4.2 Initiate and encourage equitable and inclusive community involvement that fosters civic pride and positive neighborhood image.
 - HOU 4.2.1 Establish regulations and procedures that provide a high degree of certainty and predictability to applicants and the community at-large and minimize unnecessary time delays in the review of residential permit applications, while still maintaining opportunities for public involvement and review.
 - HOU 4.2.2 Encourage the establishment of Block Watch programs in all residential areas.
- HOU 4.3 Integrate and coordinate construction of public infrastructure with private development to minimize housing costs wherever possible or practicable.
 - HOU 4.3.1 Use funds from local Capital Improvement Program, grants, and other sources to provide needed capital improvements, such as sidewalks, street lighting, and neighborhood parks in existing residential neighborhoods.
 - HOU 4.3.2 Continue to require on-site recreation areas within new single family subdivisions and multifamily developments.
- HOU 4.4 Provide design guidelines that encourage flexibility in housing types while ensuring compatibility of housing with the surrounding neighborhood.
 - HOU 4.4.1 Encourage site and building designs that promote the safety and security of residents, and visitors and create effective transitions between substantially different land uses and densities.

- HOU 4.4.2 Use design guidelines to ensure that new and infill developments have aesthetic appeal and minimize impacts on surrounding development.
- HOU 4.4.3 Encourage accessible design that provides seniors the opportunity to remain in their own neighborhood as their housing needs change.

Chapter No 8: Economic Development Element

BACKGROUND AND CONTEXT

The Washington Growth Management Act (GMA) emphasizes county-wide coordination of economic development planning, and economic development is one of the elements of a growth management comprehensive plan (see RCW 36.70A.070 (7)). The requirement for an economic development element was conditioned on the availability of state funds, which have not been provided to date. Many jurisdictions have, however, prepared an economic development element of their comprehensive plan. Local governments have prepared other types of economic development plans, including strategic action plans and plans targeted at downtown areas (MRSC, 2014).

The purpose of the Economic Development Element is to establish the goals, policies and strategies for economic growth and vitality that will enhance the City's character and quality of life. A healthy economy plays an important role in ensuring that Des Moines is a vibrant and sustainable community for living and working. The Economic Development Element can be utilized as the basis for an Economic Development Strategic Plan identifying a specific set of actions and strategies to achieve the policies established in the Economic Development Element. This element describes Des Moines' economic role locally and identifies appropriate partnerships within the South King County and the Central Puget Sound regional economy. It discusses the importance of economic development to address priorities and needs of the community while accommodating employment growth targets for the year 2035.

Economic development can be defined as actions taken to increase local economic activity resulting in a stronger more diverse economic base. This element identifies policies that promote economic development including an expansion of the City's economic base to promote job creation and expand the local tax base, increase revenue for the public sector, increase goods, and services to residents and businesses, and establish appropriate public/private partnerships, all of which contribute to a strong, sustainable, and resilient economy. The following goals and policies provide the framework for growing the Des Moines economy. The mission is to provide a climate that maintains a healthy economy for jobs and businesses without sacrificing the qualities that make Des Moines a great place to live.

GOAL

Goal ED 1 *Promote economic stability, growth, and vitality*

POLICIES AND IMPLEMENTATION STRATEGIES

- ED 1.1 Increase the self-reliance of the City by diversifying revenue streams, reducing dependence on property tax, and increasing revenues generated from retail sales and commercial economic activity.
 - ED 1.1.1 Identify ways the City can designate appropriate entitlements to property to encourage quality development; including land use, zoning, expedited permitting and infrastructure investment where feasible to define development patterns.

- ED 1.1.2 Expand utilization of design guidelines to accomplish quality development.
- ED 1.1.3 Incorporate in all aspects of economic development efforts to support and retain local businesses and expansion of opportunities for new businesses; to some degree these can be enhanced by a focus on understanding Des Moines competitive advantages and underserved retail components.
- ED 1.2 Reduce retail leakage within the City by identifying those sectors where the City is underserved by retail business and increasing our competitive advantage to attract new retail development and customers.
 - ED 1.2.1 Conduct an analysis of retail consumption patterns in the City in order to:
 - (1) Establish metrics to determine success in recapturing retail leakage, and
 - (2) Attract businesses in sectors where the City is underserved, thereby increasing the City's retail business activity and increasing retail sales tax.
- ED 1.3 Increase opportunities for higher density, urbanized development focusing on mixed-use projects.
 - ED 1.3.1 Utilize principles from Congress on New Urbanism and Urban Land Institute, and others to establish appropriate mixed-use targets for Des Moines, taking advantage of increasing public amenities associated with urban development.
- ED 1.4 Encourage and leverage the value of public/private partnerships.
 - ED 1.4.1 Explore ways in which the City, and other public agencies, can partner with the private sector to achieve development objectives while at the same time providing public benefits.
- ED 1.5 Continue to provide expedited review and streamlined permitting services to foster confidence in the development community and assure the City is known as a good business partner.
 - ED 1.5.1 Maintain and improve (where possible) the development review process to encourage project applicants to take advantage of pre-application meetings that identify critical project dynamics. The private sector (and public projects) can take advantage of the City's emphasis to front load project review resulting in fewer iterations in the submission process, providing for cost savings and speed-to-market opportunities for development projects.
- ED 1.6 Continue to coordinate economic development efforts within our region to increase the value of regional integration and assets including Sea-Tac Airport and the Port of Seattle.
 - ED 1.6.1 Continue participation and collaboration with regional partners, for example, Soundside Alliance, Port of Seattle, and Economic Development Council of Seattle and King County.
- ED 1.7 Focus on strategies to integrate sustainable development through design, energy efficiency, environmental mitigation and project development.
 - ED 1.7.1 Identify sustainable approaches to project development that encourage energy efficiency, and sustainable environmental design as a means to mitigate potential impacts of development.

- ED 1.8 Foster strategies to support local small business, and retention and expansion of local businesses, in addition to business attraction activities.
 - ED 1.8.1 Work with Highline College Small Business Development Center and other organizations to foster the success of small business.
- ED 1.9 Invest in infrastructure improvements to foster economic development and increase opportunities for walkability, recreation, and define economic development district boundaries (for example, the Marina District).
 - ED 1.9.1 Establish a Marina District Economic Development Plan that incorporates all development elements and objectives to help guide development patterns in these key areas. Elements of the Plan can include the following (some of which already exist): design elements, infrastructure improvements, landscaping, recreation, parking, land use and zoning that will define and distinguish the Downtown/Marina area.
- ED 1.10 Invest in public amenities that help create a vibrant, recreation-oriented, healthy destination city, and that include quality education facilities, and activities for the community.
 - ED 1.10.1 Build on the strong amenities that exist in the city, in terms of parks, beachfront, recreational opportunities, view corridors to assure development of new and maintenance of exiting amenities.
- ED 1.11 Collaborate with schools, colleges and local companies to foster a well-trained and educated workforce.
 - ED 1.11.1 Evaluate on an ongoing basis the types of jobs being created in Des Moines and coordinate information with our local schools and the college to assure workforce programs that address local employment needs.
- ED 1.12 Establish destination branding and economic development for the Marina, Redondo, Pacific Highway South corridor and the Marina District, maximizing our current assets to generate economic activity.
 - ED 1.12.1 Develop materials that summarize the Des Moines “story” and work with developers and investors to further the development of projects and uses that support the destination brand.
 - ED 1.12.2 Work with the private sector to reinforce the brand and articulate Des Moines’ value as a destination site, maximizing existing resources.

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Chapter No 9: North Central Neighborhood Element

BACKGROUND AND CONTEXT

The North Central Neighborhood is Des Moines primary location dedicated for office, research and development, manufacturing, distribution and large-scale industrial development. It is envisioned as a thriving center for trade-related activity that generates new family wage jobs and revenue for the City and advances the region's vitality by linking businesses to world markets via Sea-Tac Airport.

To date, Des Moines, the Port of Seattle (Port), City of SeaTac, Washington State Department of Transportation (WSDOT) and other public agencies have made significant investments in the transportation infrastructure to improve access and freight mobility to serve future development:

- **Transportation Gateway Project** which entails upgrading two city arterials: S. 216th Street between SR 99 and 19th Avenue S., and 24th Avenue S. north of S. 216th Street. Improvements include 5 lane cross sections with pedestrian, bicycle and urban design elements and a new signal at 20th Avenue S. The 24th Avenue S. and S. 216th Street, Segment 2 (18th Avenue S. to 24th Avenue S.) improvements are complete. The City expects to secure remaining funds so construction of Segment 1A can begin in 2016.
- **28th/24th Avenue S. Connection** in the City of SeaTac that will complete a new south access to SeaTac Airport with a 5 lane, principal arterial that parallels SR99. Construction of the corridor is expected to be complete in 2016. The multi modal corridor accommodates pedestrians, bicycles and vehicles and completed the connection to the new Sound Transit light rail station and park and ride lot opening in 2016 at S. 200th Street.

Although all of Des Moines is adversely impacted by aircraft noise related to Seattle-Tacoma International Airport (STIA), the area between 16th Avenue S. and 24th Avenues S. is directly within the aircraft flight path and is particularly heavily impacted.

The area north of S. 216th Street is so severely affected that the Port of Seattle (POS) purchased and removed what was once a well developed single family neighborhood. This process was completed in 1993. This neighborhood buyout has left the area substantially cleared of structures. Because the Port of Seattle did not expand its acquisition and removal program, the area south of S. 216th Street remains in private and City ownership.

The North Central Neighborhood contains four Subareas, each with its own distinct characteristics, opportunities, and limitations. The Subareas are shown in Figure 9-1 and described below:

- (1) **Des Moines Creek Subarea.** This Subarea includes approximately 38 acres in the northwest corner of the North Central Neighborhood. As its name implies, this area includes land within and adjacent to Des Moines Creek and its ravine. Also included is land north and west of the ravine that is separated from the remainder of the North Central Neighborhood by Des Moines Creek. Most of this Subarea area is heavily vegetated with native growth. A large portion of the

area is publicly owned (Des Moines Creek Park) and a pedestrian/bicycle paved trail (Des Moines Creek Trail) has been completed.

- (2) **North Subarea:** This Subarea is the largest in the North Central Neighborhood, containing approximately 89 acres. It is bounded by S. 208th Street to the north, 24th Avenue S. to the east, S. 216th Street to the south, and undeveloped State Route 509 right-of-way and Des Moines Creek Park to the west. The bulk of the area contains Port-owned properties.
- (3) **South Subarea:** The South Subarea contains approximately 55 acres and is bounded by S. 216th Street to the north, 24th Avenue S. to the east, S. 220 Street to the south, and undeveloped State Route 509 right-of-way to the west. A variety of business and recreation uses are found in this Subarea. A small cluster of single family homes on smaller lots are located in the northeast corner and a large apartment complex is located in the northwest corner.
- (4) **West Subarea:** This Subarea contains most of the undeveloped State Route 509 right-of-way and undeveloped Port property to the west of the right-of way. The area comprises approximately 54 acres. Except for several single family homes, the area is largely undeveloped.

The North Central Neighborhood provides opportunities for developing park and recreation facilities to serve the public and future employees who work in the area.

The West Subarea represents a potential resource for recreational amenities for the public and employees who use the area, such as completing the connection of the Barnes Creek Trail to the Des Moines Creek Trail.

GOALS

- Goal NCN 1** *Catalyze economic opportunity and investment in the North Central Neighborhood by strengthening and supporting business growth and vitality and the creation of family wage jobs.*
- Goal NCN 2** *Ensure transportation and other public infrastructure and services are provided concurrent with development.*
- Goal NCN 3** *Ensure compatibility between business park uses and the surrounding areas, including the Des Moines Creek basin, through careful planning and the mitigation of potential adverse environmental impacts.*

POLICIES AND IMPLEMENTATION STRATEGIES

Land Use

- NCN 1.1 Allow business park-type land uses and recreational facilities within the North and South Subareas.
 - NCN 1.1.1 Require City Council approval of a master plan prior to any business park development within the North Subarea.

- NCN 1.1.2 Upon Council approval of master plans, authorize administrative approval of development upon individual sites when such development conforms to the approved master plan.
- NCN 1.1.3 Promote a mixture of uses within business parks, including offices, wholesale trade, light manufacturing, research and other related uses. Permit recreational facilities, including sport facilities with related retail uses.

Transportation

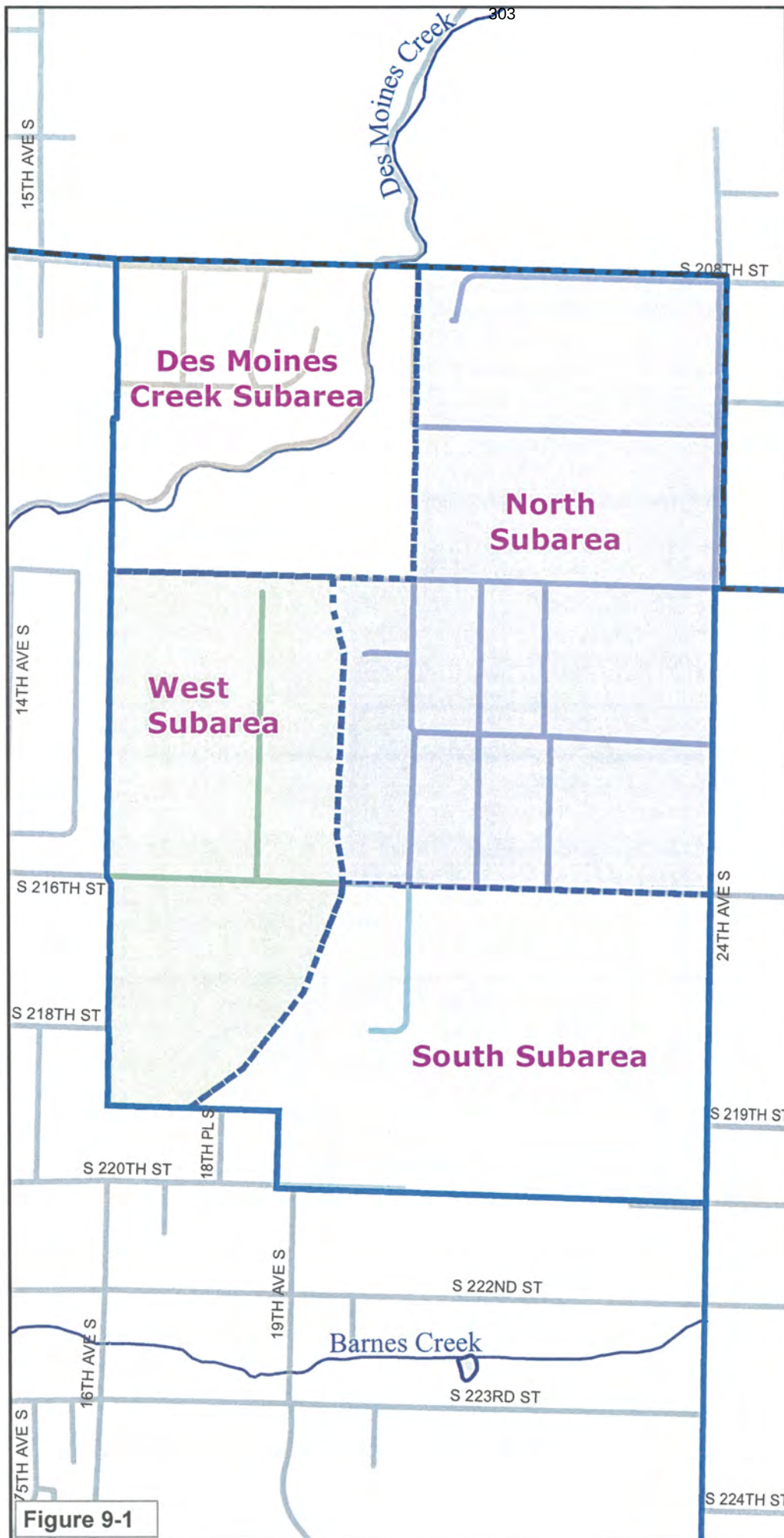
- NCN 2.1 Facilitate improved vehicular access prior to or concurrent with new development.
 - NCN 2.1.1 Work cooperatively with other affected agencies during the evaluation, siting, and construction of new roadway improvements.
 - NCN 2.1.2 When appropriate, ensure business park developments contribute funds toward the cost of the off-site roadway improvements based on the proportionate share of future vehicle trips, or the added property value created by the roadway improvement.
 - NCN 2.1.3 Ensure that traffic reports identify the potential impacts to the surrounding arterial street network and the appropriate mitigating measures.
 - NCN 2.1.4 Require that business park developments include transportation demand management (TDM) measures, such as bus pass subsidies, preferential parking for car and van pools, flextime, bicycle parking, and ride match services.
 - NCN 2.1.5 Encourage employers in the North Central Neighborhood to sponsor, co-sponsor or provide shuttles to enhance connectivity with the Sound Transit Link Light Rail station at S. 200th Street and transit facilities on Pacific Highway S., as well as routes that would circulate through Des Moines to bring people to and from the Marina District. The City will advocate with King County Metro to provide such services.
 - NCN 2.1.6 Ensure that new development within the North Subarea is served by an internal system of public rights-of-way that minimize the impact upon surrounding arterials and residential areas. Require that access to individual developments be exclusively from the internal street systems.
 - NCN 2.1.7 Design ingress and egress for each Subarea to minimize additional traffic on S. 216th Street, west of the North Central Neighborhood, and on 24th Avenue S., south of S. 216th Street. Limit developments that will generate excessive amounts of traffic on S. 216th Street, west of the North Central Neighborhood, or on 24th Avenue S., south of S. 216th Street.
 - NCN 2.1.8 Design new arterial streets within or adjacent to the North Central Neighborhood so that access to internal, local-access streets within each Subarea will be from the new arterial(s).
 - NCN 2.1.9 Locate and design SR 509 and 24th Avenue interchanges that extend through or are adjacent to the North Central Neighborhood to: 1) provide direct access to and from the

neighborhood; 2) alleviate existing traffic problems in the vicinity; 3) provide improved access for the greater community; and 4) not serve as the sole south access to SeaTac International Airport.

- NCN 2.1.10 Ensure that new developments provide for convenient pedestrian access to exterior arterials, particularly those with transit routes.
- NCN 2.1.11 Require that the planned street and development pattern include relocation and undergrounding of existing utilities. Ensure that master plans include an analysis of all utility needs, including on and off-site improvements. At the time of development, require the undergrounding of existing and new utility lines, including those on adjacent streets. Promote an equitable distribution of utility improvement costs among all business park developments.
- NCN 2.1.12 Require that drainage systems be designed consistent with the King County Surface Water Manual, the Des Moines Creek Basin Plan, the Massey Creek Flood Control Management Study and other applicable drainage plans. Require that development maintain the existing direction of surface water flow within existing basin boundaries. Ensure that all surface water runoff be collected and detained to prevent any off-site flooding or adverse water quality impacts. Require drainage systems that utilize biofiltration to maintain water quality and that incorporate drainage features into on-site water amenities.
- NCN 2.1.13 Closely regulate extensive outdoor storage areas through the master plan process. Allow small areas for outdoor storage when the area is well screened from adjacent residential properties and public rights-of-way. Recommend or require that loading areas be oriented away from adjacent residential areas and perimeter arterials. Encourage indoor storage areas.

Park and Open Space

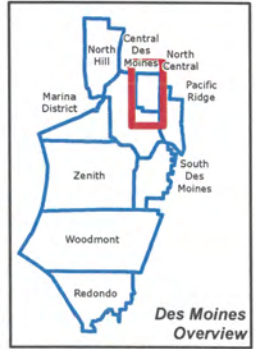
- NCN 3.1 Ensure that new business park uses include the development of park and recreational facilities.
 - NCN 3.1.1 Acquire lands within Des Moines Creek Subarea, the West Subarea, and the South Subarea for future park development.



City of Des Moines
Comprehensive Plan
North Central Planning Area

- Des Moines City Limits
- Streams
- Planning Area Boundary
- North Central Subareas

CITY OF DES MOINES
COMPREHENSIVE PLAN MAP SERIES
This map series is intended for general planning purposes related to the City of Des Moines Comprehensive Plan.



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Figure 9-1

Chapter No 10: Marina District Element

BACKGROUND AND CONTEXT

Vision Statement for the Downtown Marina District

The Marina District – the Downtown, Marina and Beach Park – is the historic and cultural center for Des Moines. A revitalized Downtown with a small-town charm reflecting the City's rich history invites new businesses, development, shoppers and residents. A quality mix of services in the District encourages residents to shop locally and creates a destination for visitors. Improved pedestrian access to and from the Marina and Beach Park and pedestrian amenities along South 223rd Street and South 227th Street enhance the image of Des Moines as a special Puget Sound waterfront community. The Marina District Design Guidelines encourage private participation and public art to reflect and celebrate the City's unique location and maritime heritage.



Des Moines Marina District is located along the shoreline of Puget Sound. This waterfront location provides a unique geographic setting for the City's primary commercial district. This area is one of few low-bank shoreline areas between Seattle and Tacoma. The Des Moines Marina occupies much of the shoreline within the neighborhood. The Marina provides limited recreational opportunities for non-boaters.

The Marina District is generally bounded by Puget Sound on the west, the City of Normandy Park and South 216th Street to the north, 8th Avenue South and Kent-Des Moines Road to the east, and South 230th Street to the south (Figure 1-1). Single family residential neighborhoods abut the Marina District to the north, south, and east. As the topography of the area generally slopes down from east to west, many properties within and near the Marina District currently have views of Puget Sound and the Olympic Mountains.

The Marina District is developed with a variety of land uses, including commercial, professional office, single family, multifamily, mixed-use, and recreational uses. Some buildings in the neighborhood are in a state of disrepair. Several properties are vacant or have minimal physical improvements, such as those properties fenced for boat storage.

The Preferred Land Use Map (Figure 2-1) shows the current uses planned for the Marina District neighborhood. Other policies within the adopted Land Use Element that relate to the Marina District include:

- (1) Multiple family dwellings should also be encouraged in conjunction with commercial developments within the Downtown Commercial Zone (D-C Zone), provided that such dwellings are designed to provide a quality residential environment while enhancing the appearance and commercial function of the business district.
- (2) Promote new development and redevelopment within the commercial district to reflect and enhance its ties to the waterfront, pedestrian orientation, and role in serving local shopping and service requirements.

- (3) Within the Des Moines Marina property, allow commercial uses that are water dependent or related, serve marina users or promote public access to the shoreline.

GOALS

Goal MD 1 *Ensure that Marina District will be:*

1. *The civic and cultural center for the City.*
2. *A revitalized neighborhood with a small-town charm reflecting the City's rich history and inviting new businesses, development shoppers and residents.*
3. *Characterized by a quality mix of businesses that encourages residents to shop locally and creates a destination for visitors.*
4. *Aesthetically pleasing with design standards and public art to reflect and celebrate the City's unique location and maritime heritage.*
5. *Pedestrian-friendly with improved access to and from the Marina and Beach Park and pedestrian amenities along South 223rd Street and South 227th Street.*
6. *A residential as well as commercial neighborhood.*
7. *A neighborhood that takes advantage of its waterfront location.*
8. *A neighborhood with numerous opportunities for passive outdoor recreation.*
9. *An area with views of Puget Sound and the Olympic Mountains.*
10. *A neighborhood where redevelopment and the introduction of new businesses is encouraged when such activities compliment and implement adopted goals and policies.*

Goal MD 2 *Strengthen community sustainability, pedestrian accessibility, livability and downtown business vitality.*

POLICIES AND IMPLEMENTATION STRATEGIES

Land Use

MD 1.1 Encourage a variety of commercial and retail uses that will enliven the Marina District, including:

- (1) Specialty retail and restaurants;
- (2) Professional office;
- (3) Innovative design and mixed use development opportunities;
- (4) Diverse housing opportunities;
- (5) Pedestrian oriented design; and
- (6) Civic, community service, community gathering and recreational areas.

MD 1.1.1 Allow dwellings above street-level commercial uses as a permitted use when specific conditions can be satisfied.

MD 1.1.2 Allow light manufacturing uses in the commercial zones when: 1) products are sold on site at retail; and 2) manufacturing activities will not adversely impact surrounding properties.

- MD 1.1.3 Continue to allow residential uses in the areas west and south of the business district. Ensure that new development at the edge of the D-C Downtown Commercial Zone has minimal impact upon nearby residences.
- MD 1.1.4 Allow automobile service and maritime uses as well as outdoor storage of product inventory where a pedestrian-friendly environment can be maintained or enhanced.
- MD 1.2 Optimize Des Moines' prime waterfront location and City views through the enhancement of cultural opportunities and experiences.
 - MD 1.2.1 Provide for civic, community service, community gathering and recreational areas.

Design

- MD 2.1 Encourage the development of gateway features and focal points that contribute to the identity of the Marina District of Des Moines.
 - MD 2.1.1 Investigate the possibility of creating specific subarea plans for the Marina District.
- MD 2.2 Building height should not adversely impact the adjacent street environment or nearby land uses.
 - MD 2.2.1 Encourage new construction to incorporate design elements that provide view corridors, visual interest, and pedestrian scale.
 - MD 2.2.2 Require the terracing and modulation of upper floors of buildings.
- MD 2.3 Encourage new development to include public benefit features such as water fountains, bicycle racks, public rest rooms, outdoor seating, art, etc.
 - MD 2.3.1 Ensure that new development or redevelopment in the Marina District exhibits design excellence by paying particular attention to site design, building form, architecture and public space as described in the *Marina District Design Guidelines* (2009).

Transportation

- MD 2.4 Enhance the relationship between the commercial district and the shoreline through improved access to the Marina and Puget Sound.
 - MD 2.4.1 Attract people to and through the Marina District with attractive signing and wayfinding programs.
- MD 2.5 Promote a pedestrian-friendly sidewalk environment throughout the Marina District. Within the commercial zones, the sidewalk environment may include storefronts near the sidewalk, minimal interruption by vehicular driveways, awnings for weather protection, public open space, attractive landscaping, and integrated signs and lighting.
 - MD 2.5.1 Ensure that street trees are planted throughout Marina District.
 - MD 2.5.2 Encourage use of shared driveways in order to minimize the number of locations where the sidewalk is interrupted by vehicular traffic.

- MD 2.6 Maintain 8th Avenue South as a local access street.
 - MD 2.6.1 Discourage commercial traffic from using 8th Avenue through project design and roadway improvements.
- MD 2.7 Encourage use of alternative modes of transportation, including walking, bicycling, carpooling, and use of mass transit.
 - MD 2.7.1 Create an integrated transportation system that includes a comprehensive parking strategy, pedestrian and bicycle network, and streetscape improvements.
 - MD 2.7.2 Continue to allow uses and facilities that promote transit ridership, such as bus stop shelters, ticket offices, transit information kiosks, etc.
 - MD 2.7.3 Encourage employers in the Marina District to sponsor, co-sponsor or provide shuttles to enhance connectivity with the Sound Transit Link Light Rail station at S. 200th Street and transit facilities on Pacific Highway S., as well as routes that would circulate through Des Moines to bring people to and from the Marina District. The City will advocate with King County Metro to provide such services.
- MD 2.8 Ensure that off-street parking regulations reflect anticipated future demand.
 - MD 2.8.1 Continue to allow shared and off-site parking when no adverse parking impacts will result.
 - MD 2.8.2 Ensure that off-site parking is available at the time new uses are authorized.

Chapter No 11: Pacific Ridge Element

BACKGROUND AND CONTEXT

The Pacific Ridge area is located along Pacific Highway South and between 24th Avenue South to the west, Interstate 5 to the east, South 212th Street to the north, and Kent-Des Moines Road to the south (see Figure 1-1). Nearby regional transportation facilities (existing and planned) provide excellent access to the area. Pacific Ridge's topography and elevation provide excellent opportunities for views of Mount Rainier, Puget Sound, and the Olympic Mountains.

Many Pacific Ridge properties are not improved to the extent presently allowed by the City of Des Moines Comprehensive Plan and the Zoning Code. Many properties are improved with older buildings and are likely to be redeveloped in the near future.

Due to its location and proximity to several major transportation linkages, age of buildings, other social and economic factors, Pacific Ridge represents an opportunity to increase density without the adverse impacts that may occur elsewhere in the City.

GOALS

Goal PR 1 *The City of Des Moines intends to transform Pacific Ridge into a new urban community that takes advantage of its geographic location, local and regional transportation linkages, stable soils, and view potential. The transformation of Pacific Ridge will include replacement of lower-scale, existing buildings with new structures that will dramatically enhance the appearance, character, economics, and safety of the area. Pacific Ridge will contain buildings and open spaces designed for pedestrians as well as the motorist. Pacific Ridge will be an area of businesses and residences. New buildings may be five to eight stories in height along Pacific Highway emphasizing retail and office uses. Between the development along Pacific Highway and Interstate 5, buildings may be 8 or more stories in height emphasizing residential high-rise home ownership with green open spaces and view corridors. This new community will exhibit superior design features that make Pacific Ridge inviting to residents and businesses, complement other areas of Des Moines, and foster community pride.*



POLICIES AND IMPLEMENTATION STRATEGIES

Land Use and Housing

- PR 1.1 Ensure new land uses are consistent with the Pacific Ridge Neighborhood Improvement Plan and Vision.
 - PR 1.1.1 For commercial properties south of South 216th Street, encourage retail and employment uses, but also allow multifamily development (with minor and incidental commercial uses) on properties that do not front upon Pacific Highway South. Do not allow residential uses north of South 216th Street.
 - PR 1.1.2 Allow a limited number of gasoline stations, automobile repair uses, and retail tire sales.
 - PR 1.1.3 Encourage land uses that promote long-term residency and activity during both daytime and nighttime hours, such as mixed-use buildings and condominium dwellings.
- PR 1.2 Ensure that new construction does not result in undue adverse impacts to the natural and built environment and adjacent land use, and that infrastructure and municipal services are available to serve new land uses.
 - PR 1.2.1 Ensure new development includes mitigation measures to offset adverse impacts to the natural and built environment, adjacent land use, infrastructure and municipal services.
 - PR 1.2.2 Require that the comprehensive plans and capital improvement plans of the special purpose districts that serve Pacific Ridge reflect the build-out conditions specified by this Element and all implementing policies/regulations.
- PR 1.3 Promote and maintain a range of housing choices that are affordable to all income levels, including those living at or below the Federally defined poverty level.
 - PR 1.3.1 Encourage affordable homeownership and rental housing, within the Pacific Ridge Neighborhood.
 - PR 1.3.2 Ensure that new development includes measures to mitigate displacement of affordable housing.

Economic Development

- PR 1.4 Promote redevelopment of Pacific Ridge properties to enhance land value, expand view opportunities, and to accommodate household and job growth targets specified by the Countywide Planning Policies for King County.
 - PR 1.4.1 Ensure that development requirements, land use review procedures, and mitigation measures do not unnecessarily hinder redevelopment.
 - PR 1.4.2 Utilize innovative land use review techniques/procedures to minimize timeframes and uncertainty during permit review. Examples of such techniques/procedures include: streamlined environmental review; optional DNS; impact fees, etc.

PR 1.4.3 Encourage land assemblage to facilitate larger-scale development proposals, and to minimize instances where “hold-out” properties do not contribute to the emerging character of the area. When new construction is proposed, encourage or require that internal property lines within building sites be removed. Discourage further division of parcels when such proposals are inconsistent with Pacific Ridge policies and/or regulations.

PR 1.5 Attract new or expanded businesses and commercial development to Pacific Ridge.

PR 1.5.1 Coordinate with other agencies/businesses/organizations to:

- 1) Attract new businesses in Pacific Ridge;
- 2) Promote development and redevelopment opportunities in Pacific Ridge; and
- 3) Encourage new construction that is consistent with this Element.

Transportation

PR 1.6 Ensure that public and private development continues the pedestrian-friendly environment envisioned by the Pacific Highway South Roadway Improvement Project.

PR 1.6.1 Ensure compliance with the state Barrier-Free Regulations.

PR 1.7 Encourage use of alternative modes of transportation, including walking, bicycling, carpooling, and mass transit. Coordinate City-sponsored transportation improvements via the Comprehensive Transportation Plan and the Capital Improvement Program.

PR 1.7.1 Encourage transit service to Pacific Ridge, such as nearby park-and-ride lots, direct bus service to light and heavy rail transit stops, bicycle corridors, to and from transit nodes, etc.

PR 1.8 Coordinate with Sound Transit, the Cities of Kent, SeaTac and Federal Way, and Highline College on the extension of light rail through Des Moines.

PR 1.8.1 Support a light rail alignment on the west margin of the proposed State Route 509 and Interstate 5 as the light rail corridor through Pacific Ridge. Support a station east of Pacific Highway S (SR 99) in the vicinity of Highline College, and consider a light rail station in the vicinity of S 216th Street along the SR 509/I-5 alignment only.

PR 1.9 Promote a pedestrian-friendly sidewalk environment throughout Pacific Ridge. The sidewalk environment may include storefronts near the sidewalk, consolidated and/or shared vehicular access, public open space, attractive landscaping, and integrated signs and lighting. Promote safe and direct pedestrian access between Pacific Highway South and nearby properties.

PR 1.9.1 Encourage or require use of shared driveways in order to minimize the number of locations where the sidewalk is interrupted by vehicular traffic. Ensure that land use policies and regulations are consistent with the controlled-access requirements of the Washington State Department of Transportation (WSDOT).

PR 1.10 Ensure that off-street parking regulations reflect anticipated future demand.

PR 1.10.1 Require off-street guest parking for multifamily developments.

PR 1.10.2 Continue to allow shared and off-site parking when no adverse parking impacts will result.

PR 1.10.3 Ensure that off-site parking is available at the time new uses are authorized.

Design

PR 1.11 Encourage the development and use of gateway features, focal points, and unique design features that contribute to the identity of Des Moines and Pacific Ridge.

PR 1.11.1 Ensure that street trees are planted throughout the Pacific Ridge.

PR 1.12 Require that new construction contain and exhibit high-quality design elements and building materials as outlined by the Pacific Ridge Design Guidelines.

PR 1.12.1 Enhance personal and property safety through development regulation, including use of crime prevention through environmental design (CPTED) guidelines or regulations.

PR 1.12.2 Encourage new construction to incorporate design elements that provide view corridors, visual interest, pedestrian scale, and features which minimize impacts associated with building height, bulk, and scale. Require the terracing of upper floors of buildings.

PR 1.12.3 Encourage new development to include public benefit features such as plazas and courtyards with outdoor seating, hill-climbs, overhead weather protection, public art, etc.

Parks and Open Space

PR 1.13 Expand recreational opportunities in or near Pacific Ridge.

PR 1.13.1 Extend Midway Park to the east, and to the west to Pacific Highway South. Provide pedestrian connections between Midway Park, Pacific Highway South, and the Steven J. Underwood Park.

PR 1.13.2 Align City and outside resources, including in-lieu multifamily recreation fees, to improve and/or expand recreation opportunities and open space in and near Pacific Ridge. Examples of potential improvements include: 1) enlarging Midway Park; 2) improving the Sports Park complex adjacent to Pacific Ridge; and 3) improving pedestrian connections between these facilities.

Chapter No 12: Healthy Des Moines Element

BACKGROUND AND CONTEXT

In the past decade, there has been an overall increase of obesity and chronic diseases in King County. Data show that people living in South King County bear a disproportionate burden of poor health and poverty compared to other parts of the County.¹

In 2010, the City of Des Moines received an 18-month Communities Putting Prevention to Work (CPPW) grant from the U.S. Centers for Disease Control and Prevention (CDC) and Public Health Seattle King County (PHSKC) to develop a new Healthy Eating and Active Living (HEAL) Initiative. The City partnered with the cities of Burien, SeaTac and Normandy Park, and the Highline School District, to form the Healthy Highline Communities Coalition (now Highline Community Coalition or HCC). The HCC coordinates healthy resources available in our communities to help our citizens take the necessary steps to become healthier by consuming more nutritious foods and engaging in more physical activity.

"Des Moines is making a HUGE difference in helping its youth stay healthy – by making where they live, learn and play places that make the healthy choice the easy choice."

James Krieger, MD, MPH
Public Health – Seattle & King County

In 2013, the City of Des Moines received a follow-on Community Transformation Grant (CTG) from the CDC in partnership with Seattle Children's Hospital and PHSKC to develop and implement standards to improve physical activity in City-run programs. The City collaborated with Highline School District to develop new Physical Activity Standards; a NEW Des Moines K-FIT program for the City's Club KHAOS (Kids Having an Outrageous School Year) and Camp KHAOS (Kids Having an Outrageous Summer) programs. These programs are aligned with Highline School District's Enhanced Physical Education Program and with Washington State health and National fitness standards for physical activity curricula.

Des Moines Healthy Community Gaps

Poor nutrition and lack of physical activity are primary risk factors for obesity and chronic diseases like diabetes, heart disease and certain cancers. While people's health is influenced by personal decisions, it is also shaped by



Source: Scott Schaefer, Waterland Blog at <http://waterlandblog.com/2015>

how our community is designed and built, such as land use, the transportation systems, and the location of parks, recreation facilities, public buildings, and other services. National research has shown that in communities where healthy food options like fresh fruits and vegetables are available, residents have better diets and lower rates of obesity and diet-related chronic disease. Similarly, people tend to be more active when they can easily access walking and biking.

¹Public Health – Seattle & King County website, Burien/Des Moines Health Planning Area data and maps available at: <http://www.kingcounty.gov/healthservices/health/partnerships/cppw/kcprofile.aspx> (last accessed 8/22/11)



Assessment data show that Des Moines has an “unbalanced food environment” – that is, there are far more opportunities to buy junk food and fast food than “healthy food.” From a public health perspective, this means that Des Moines residents have a higher exposure to unhealthy foods than to nutritious foods.² In addition, there are low income areas that are not within reasonable walking distance (i.e., > one-half mile) of a grocery store or market that provides fresh food.

A current conditions assessment for Safe Routes to School near Des Moines’ elementary schools (Midway, Des Moines, North Hill, Woodmont, and Parkside) shows that some improvements along the roadside, such as sidewalks or even widened shoulders are needed to make it easier and more comfortable for children and their families to safely walk and bike to school.³

Bridging the Gaps through Policy, Systems and Environment Changes

The City of Des Moines’ policies relating to land use, food access and the transportation system have a strong influence on people’s lifestyles and in promoting a healthy community. Goals, policies and strategies within the Healthy Des Moines Element as well as those within Chapter 2 – Land Use Element, Chapter 3 – Transportation Element, and Chapter 6: Parks, Recreation, and Open Space Element provide a framework and identify the actions for making the necessary changes to build a healthy, vibrant Des Moines that fosters an environment for healthy eating and active living within our community. Through the Healthy Des Moines Initiative, the City of Des Moines created the *Outcomes and Partners Report*, *Nutritional Standards Implementation Guide*, *Physical Activity Standards Implementation Guide* and the *K-FIT Program* as tools to ensure success and sustainability for healthy living in our community.



² Martin, Kara E., et al., *The Food Landscape in Des Moines, Washington*. September 2011.

³ SvR Design Company and Alta Planning and Design, *Safe Routes to School Project Lists/Communities Putting Prevention to Work* August 2011.

GOALS

- Goal HD 1** *Participate in the Healthy Highline Communities Coalition to coordinate with surrounding communities to improve access to physical activity and healthy foods, and facilitate the long-term implementation of the Healthy Des Moines Initiative.*
- Goal HD 2** *Develop public, private and non-profit partnerships to support the goals of and sustain the Healthy Des Moines Initiative.*

POLICIES AND IMPLEMENTATION STRATEGIES

- HD 1.1 Support policy, systems, and environmental changes that result in increased access to healthy foods and beverages and opportunities for physical activity, with an emphasis on school-age children.
- HD 1.1.1 Adopt a Healthy Food Resolution and create a long-term action plan.
 - HD 1.1.2 Continue to support the Des Moines Food Bank, Farmers Market and other organizations that help provide food assistance to low-income residents so that all families, seniors, schools, and community-based organizations are able to access, purchase, and increase intake of fresh fruits, vegetables, and other non-processed food.
- HD 1.2 Provide healthy food and beverages in City-sponsored meetings and programs and at City facilities to promote balanced food choices.
- HD 1.2.1 Implement nutritional standards and healthy food procurement policies in City owned and operated facilities and across departments.
- HD 1.3 Sustain the Des Moines K-FIT program that teaches fitness, nutrition, and health to youth in City-sponsored early childhood and school-age clubs and camps.
- HD 1.3.1 Continue to implement Des Moines K-FIT Physical Activity Standards at City-sponsored recreation programs.
 - HD 1.3.2 Provide ongoing training, support and resources for K-FIT Activity Leaders so they can competently facilitate youth health and fitness education and activities.
- HD 2.1 Work with public, private and non-profit partnerships such as the Public Health Seattle & King County, School Districts, Seattle Children's Hospital, HealthPoint and Sea Mar Community Health Center to advocate the goals and outcomes Healthy Des Moines Initiative.
- HD 2.1.1 Collaborate with schools and community partners to identify and implement best practices to achieve a reduction in childhood obesity.
 - HD 2.1.2 Continue to work with the Federal Way and Highline School Districts to align programs and share spaces and resources to support youth health and learning.

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CITY OF DES MOINES

1. RESIDENTIAL DEVELOPMENT

Between 2006 and 2012 the City of Des Moines issued 80 permits for single family houses, and no multifamily permits.

- The 2010 Census counted about 500 more housing units than had been estimated previously, so that adjustment was made. The City now has about 12,600 housing units, about 60% single family (including mobile homes).
- The updated residential growth target for Des Moines is for the City to plan for about 2,900 additional housing units by 2031.

Residential Development Activity: 2001-2005

Zoned Density (max. du/acre)	Gross Area (acres)	Critical Areas (acres)	ROWS (acres)	Public Purpose (acres)	Net Area (acres)	# Lots or Units	Net Density (units/ac)
Plats Recorded							
0 - 3 du/acre	38.9	15.1	4.4	2.9	16.5	51	3.1
3 - 5 du/acre	10.1		1.3	0.2	8.6	39	4.5
5 - 7 du/acre	243.0	41.1	42.4	17.5	142.1	959	6.7
7 - 9 du/acre	14.2	6.3	1.4	1.7	4.7	48	10.2
> 9 du/acre	4.8	0.8	0.9	0.2	3.0	20	6.7
Plats Total	311.0	63.3	50.4	22.5	174.9	1,117	6.4

Single-Family Permits Issued

0 - 3 du/acre	Not Applicable				31.8	67	2.1
3 - 5 du/acre					14.4	59	4.1
5 - 7 du/acre					154.5	933	6.0
7 - 9 du/acre					5.7	57	9.9
> 9 du/acre					5.1	37	7.2
SF Pmts Total	n/a	n/a	n/a	n/a	211.5	1,153	5.5

Multifamily Permits Issued

< 9 du/acre	97.4	45.6	4.3	3.0	44.5	477	10.7
9 - 13 du/acre	10.7	7.0	0.5	0.0	3.2	36	11.2
13 - 19 du/acre	9.6	0.2	0.4	0.3	8.8	101	11.5
19 - 31 du/acre	4.3	0.0	0.0	0.0	4.3	92	21.6
31 - 48 du/acre							
48 + du/acre							
Other zones							
MF Pmts Total	122.0	52.8	5.2	3.2	60.7	706	11.6

Housing Unit Update, 2006 to 2012				
	Single Family*	Multi- family	Total	
2006 Base Year	7,563	4,396	11,959	
+ 2006-12 Permits	80	0	80	
= 2012 HU (unadjusted)	7,643	4,396	12,039	
Plus adjustmt (Census)	230	320	550	
= 2012 Adj. H. Units	7,873	4,716	12,589	

* single family includes mobile homes

Growth Target Update, 2006 to 2012

Housing Growth Target (2006-2031)	3,000
Housing Unit Change: 2006-2012	
Net New SF Units Permitted	-80
Net New MF Units Permitted	0
Net New Units, Annex Area	0
Net New Units (2006-2012)	-80
Plus Annexat'n Area Target	
Net Adjustment to Target	-80
Net Adjustment to Target	(80)
Remaining Target (2012-2031)	2,920

2. RESIDENTIAL LAND SUPPLY AND CAPACITY

CITY OF DES MOINES

Residential Land Supply and Dwelling Unit Capacity (2012)

Residential Capacity	Gross acres	Critical Areas	ROW & Public Purpose Discount	Market Factor	Net Available Acres	Assumed Density	Net Capacity
Single Family							
Vacant Subtotal	209.2	87.1	36.6	10%	76.9	2.50 / 6.50	368
Redev Subtotal	381.0	161.8	65.8	15%	130.4	2.50 / 6.50	437
Total	590.1	248.8	24%		207.3		805
Multifamily							
Vacant Subtotal	15.8	1.3	1.5	10%	11.80	12.7 / 50.0	169
Redev Subtotal	52.5	5.9	4.7	15%	35.67	12.7 / 50.0	1,410
Total	68.3	7.1	5%		47.47		1,579
Neighborhood Total	658.4	256.0			254.8		2,876
Mixed Use							
Multifamily in Mixed Use							
Vacant Subtotal	14.9	1.2	1.4	10%	11.1	30.0 / 34.0	255
Redev Subtotal	65.8	3.2	6.3	15%	47.8	30.0 / 34.0	979
Mixed Use Total	80.7	4.4	3%		58.9		1,570
All Housing							
Vacant Total	239.9	89.5	39.5	10%	99.8		792
Redev Total	499.2	170.9	76.7	25%	213.9		2,826
Total	739.1	260.4	116.1		313.7		4,446

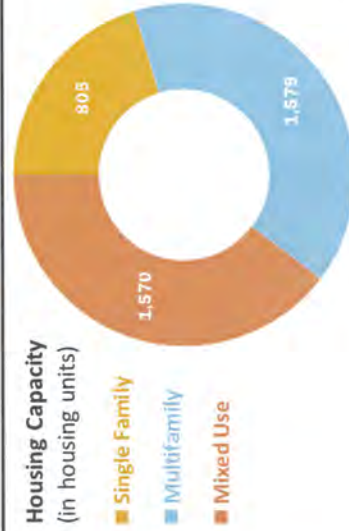
Note: data above include housing units in the pipeline.

Capacity (2012) vs Housing Growth Target (2012 - 2031)

Capacity (units)	
Single-Family Zones	805
Single-Family Capacity in Pipeline	424
Multifamily Zones	1,579
Multifamily Capacity in Pipeline	68
Mixed-Use Zones - CBD + Pac.Ridge	1,234
Mixed-Use Capacity in Pipeline	336
Other Adjustments	0
Total Capacity (units)	4,446
Remaining Housing Target (2012-2031)	2,920
Surplus/Deficit Capacity	1,526

Housing Capacity
(in housing units)

Des Moines's residential capacity exceeds its remaining target by 1,500 units. The City's capacity is evenly split among neighborhood single family / multifamily and mixed-use areas.



3. COMMERCIAL-INDUSTRIAL DEVELOPMENT AND EMPLOYMENT

There have been changes since the 2007 Buildable Lands Report. Points include:

- Des Moines had a small loss of jobs between 2006 and 2012, but the City's job base is fundamentally sound.
- The City's job growth target is to plan for 5,000 additional jobs by 2031, almost doubling the number of jobs in the city.
- Des Moines has capacity to accommodate 15,000 jobs, almost triple the target.
- Des Moines has job capacity in commercial, industrial and mixed-use zones. The City's strongest potential for job growth is in the Pacific Ridge development near Pacific Highway South, with growth planned in both commercial and mixed-use zones.

Non-Residential Land Supply (Acres)

Zoned Density (max. du/acre)	Gross Area (acres)	Critical Areas (acres)	ROWS (acres)	Public Purpose (acres)	Net Area (acres)	Market Factor	Net-net Area (acres)
Vacant / Redev.							
Commercial	61.2	0.7	3	3.0	54.4	10%/15%	47.5
Mixed-Use	80.7	4.4	4	3.8	68.6	10%/15%	58.9
Industrial	169.1	13.4	8	7.8	140.1	10%/15%	122.7
Non-Res Land Total	310.9	18.5	15	14.6	263.2		229.1

Employment Capacity (2012)

	Net Land (mil.sq.ft.)	Assumed FAR	Existing Floor (s.f.)	Floor Area Capac (million sq.ft.)	Sq. ft. per Employee	Job Capacity
Neighborhoods						
Commercial	2.07	0.15 / 4.0	0.13	3.17	350 / 450	7,148
Industrial	5.34	0.27	0.00	1.44	450	3,208
Neighborhood Total						10,356

Mixed-Use / Urban Center						
Mixed Use Vacant	0.21	3.0 / 4.0		0.81	450	1,797
Mixed Use Redev'able	0.46	3.0 / 4.0	0.31	1.43	450	3,175
Mixed-Use Total	0.67	3.0 / 4.0	0.31	2.24	450	4,972
City Total						
Commercial	2.07	3.0 / 4.0	0.13	3.17	350 / 450	7,148
Mixed-Use	0.67	3.0 / 4.0	0.31	2.24	450	4,972
Industrial	5.34	3.0 / 4.0	0.00	1.44	450	3,208
Jobs in Pipeline						0
City Total	8.09		0.44	6.85		15,328

CITY OF DES MOINES

Employment Update, 2006 to 2012				
	Comm'l Jobs	Indust. Jobs*	Total Employment	
2006 Base Year	5,120	597	5,717	
2006-12 Change	-101	-58	-159	
= 2012 Jobs	5,019	539	5,558	
Adjustments			0	
= 2012 Job Total	5,019	539	5,558	

* industrial = manufacturing, construction, wholesale, transp.

Growth Target Update, 2006 to 2012		
Jobs Growth Target (2006-2031)		5,000
Jobs Changes, 2006-2012:		
Plus Annexath Area Target	0	
Plus Job Loss, 2006-2012	159	
Net Adjustment to Target	159	
Net Adjustment to Target		159
Remaining Target (2012-2031)		5,159
2012 Job Capacity [from table to left]		15,328
Adjustment to capacity**		159
Final 2012 Job Capacity		15,487
Surplus/Deficit Capacity		10,328

**capacity created by job loss; empty cubicles can be refilled.

Appendix B: Transportation Capacity & Growth Assumptions – 2009 CTP

Prepared by: R. Brandon Carver, P.E. – Engineering Services Manager

Overview

This memo is intended to demonstrate that the City of Des Moines has identified capacity needs for roadway and transportation infrastructure based on the households and employment growth assumptions made with the 2009 Comprehensive Transportation Plan Update (CTP) and to validate the assumptions made in light of revised growth targets for 2035. The CTP used a future target year of 2030 while conservatively assuming a more than double in Employment growth and a 58 percent increase in housing growth. Using these numbers, the City's transportation network was analyzed for impacts and capacity needs to accommodate the planned growth.

Policy Framework

The Growth Management Act (RCW 36.70A.070 and WAC 365-195-325) requires that transportation planning be directly tied to the City's land use decisions and financial planning. This is traditionally accomplished through the adoption of the Transportation Element portion of the Comprehensive Plan. Des Moines fulfills this mandate by adopting the Comprehensive Transportation Plan as the Transportation Element of the City's Comprehensive Plan.

Key Information to Update

Inventory of Existing Facilities

The City is currently working on a minor update to the 2009 CTP which will include updates to the inventory of existing facilities based on completed projects since 2009. Updates to the services including but not limited to transit will be included as well. The major projects completed since 2009 are South 216th Street Segment 2 (20th Ave to 24th Ave), 24th Ave South (South 208th Street to South 216th Street), and scheduled completion of South 216th Street Segment 1a (24th Ave South to SR-99) in early 2017. These 3 projects accounted for significant additional capacity of the City's infrastructure, providing vehicle, transit, bike, and pedestrian facilities. These 3 projects are directly adjacent to the planned high growth areas in employment land use assumptions identified in the Comprehensive Plan and CTP.

Land Use Assumptions (Households and Employment)

The 2009 CTP made growth assumptions for total Households and Employment out to 2030. Those numbers were 17,192 and 11,236 respectively. The 2035 revised growth targets being shown in the Comprehensive Plan (3,480 housing units and 5,800 jobs) show a slower growth trend, and in fact yield nearly the same numbers modeled for CTP assumptions for 2030. The 2035 projections for Households are 16,145 (1,047 less than 2030 target), and for Employment 11,360 (only 124 more than 2030 target). It is very reasonable to assume the project needs identified in the 2009 CTP are still adequate for the growth targets revised to 2035. Table 1 provides updates to the population and employment growth shown in Table 2-2 from the CTP.

Table 1. Population and Employment Growth 2006 to 2035

Year	Households	Employment
2006	10,856	4,820
2035	16,145	11,360
Increase	5,289	6,540
% Increase	+ 49%	+ 136%

Source: City of Des Moines, 2015

Financing Plan Assumptions

As a part of the minor update to the 2009 CTP, the City will update the Financing Plan described on page 8-9 of the current CTP and revise Table 8-3 so that the plan remains fiscally true to available funds and sources.

Transit Updates

As a part of the minor update to the 2009 CTP, the City will update the Transit data, specifically Figures 6-1 and 6-2. This will provide an opportunity to show the current BRT line (Rapid Ride A-line) which was implemented after the 2009 CTP was completed and the recent work with Sound Transit to identify a preferred alignment and station location for the Federal Way Link Extension through the City.

Appendix C: City of Des Moines Housing Inventory and Needs Assessment

PREPARED BY: DENISE LATHROP, AICP – COMMUNITY DEVELOPMENT MANAGER

OVERVIEW

This Housing Inventory and Needs Assessment is intended to demonstrate that the City of Des Moines has adequate land capacity to accommodate future housing needs, including but not limited to, government-assisted housing, housing for low-income families, manufactured housing, multifamily housing, group homes and foster care facilities pursuant to RCW 36.70A.070(2)(c). Data sources used to document the housing inventory and needs for the City of Des Moines for this analysis include: U.S. Census, Washington State Office of Financial Management population and housing units data, King County Countywide Planning Policies, 2014 King County Buildable Lands Report, Puget Sound Regional Council Comprehensive Housing Affordability Strategy (CHAS) data, and Communities County – Social and Health Indicators for King County, as referenced throughout this report.

Policy Framework

Growth Management Act

The Growth Management Act (RCW 36.70A) requires a housing inventory and needs analysis as part of the housing element of each jurisdiction's comprehensive plan. Development of effective housing policies and programs requires adequate information on current and future conditions, local and countywide housing needs, and available resources. Assessing local housing needs includes reviewing the needs of a full range of income groups, for both current and expected future residents.

King County Countywide Planning Policies

The Growth Management Planning Council (GMPC) sets household and employment growth targets for cities in King County in the Countywide Planning Policies (CPPs). The current targets established by the GMPC are for the period 2006-2031. For purposes of the 2015 Comprehensive Plan update, these targets have been extended to the 2035 planning horizon through extrapolation.

Des Moines needs to plan for an additional 3,480 housing units by 2035.

The CPPs state that "Adequate housing, for all economic segments of the population, is a basic need of King County's residents and an issue of Countywide concern. Affordable housing needs must be addressed by local governments working in cooperation with the private sector and nonprofit housing agencies." **CPP H-1** states that each jurisdiction's comprehensive plan should include an inventory and analysis of housing needs of all economic and demographic segments of the population, including individuals and families. At a minimum, the inventory should include relevant characteristics of housing supply and housing need, especially the needs of very-low, low- and moderate-income households, and special needs populations, and changing demographic needs of the community. In addition, the analysis should address existing housing needs as well as the jurisdiction's responsibility to accommodate a fair share of the projected future demand for affordable housing countywide over the planning period (**CPP H-2**).

Benchmarks for Affordable Housing

In conjunction with the 2011 King County Countywide Planning Policies on housing, each jurisdiction within the County was assigned a set of targets for future accommodation of affordable housing. The targets are assigned in accordance with the regional geographies established in the Puget Sound Regional Council Regional Growth Strategy and represent a proportion of the City's overall housing growth target (see Exhibit 1). These targets are intended for planning purposes and as broad quantitative guidance to the County and cities in:

1. Establishing a mix of future land use and zoning designations sufficient to accommodate housing affordable to low- and moderate-income households, and
2. Implementing a range of regulations and programs designed to achieve the targets over the planning period.

Des Moines falls within the "Larger Cities" geography. The affordable housing goals shown in Exhibit 1 assume a 2035 planning horizon versus year 2031 established in the CPPs. This is not expected to result in significant differences in housing supply or demand given Des Moines has experienced minimal growth over the past 10 years.

Exhibit 1: City of Des Moines Affordable Housing Targets 2015-2035	
Moderate Income Housing Growth Target	Low Income Housing Growth Target
16% (557 units)	24% (835 units) (12% for 0-30% AMI plus 12% for 30-50% AMI)
Source: Table H-2: King County Jurisdiction Affordable Housing Targets 2006-2031	

The 2012 King County Comprehensive Plan provides a detailed analysis of affordable housing by city and unincorporated King County. The following excerpt from Technical Appendix B provides context on how "affordable housing" is defined in conjunction with "Area Median Income" (AMI) as well as the methodology and assumptions use in the Affordable Housing Analysis.

Affordable Housing is housing affordable at 30 percent or less of a household's monthly income. This is a general term that may include housing affordable to a wide range of income levels. There are some differences in how this is calculated for rental housing and ownership housing. Affordable Rental Housing means a housing unit for which the monthly rent including basic utilities amount to 30 percent or less of a household's monthly income, and which matches or exceeds the size designated for the number of persons in the household.

Affordable Ownership Housing means a housing unit for which the monthly mortgage payment (principal and interest) and other costs including property taxes and if applicable, homeowners dues or insurance, amount to no more than 30 percent of the household income, and which matches or exceeds the size designated for the number of persons in the household.

Area Median Income (AMI) or "Median income" means annual household income for the Seattle-Bellevue, WA Metro Area as published on approximately an annual basis by the U.S. Department of Housing and Urban Development (HUD). The AMI includes adjustments in income level and affordable rent according to household size, and based on a presumed correspondence between household size and the size of the

housing unit, and on the likelihood that larger households may have more than one wage-earner. "Area" means the Seattle-Bellevue HUD Metropolitan Fair Market Rent (FMR) Area (HMFA) which in 2011 included King and Snohomish Counties.

Median income is also reported by the annual American Community Survey. It is different than HUD's AMI. However, the HUD area median income (100 percent AMI) for a two-person household in 2010, at \$68,500, was within the margin of error of the 2009 ACS median income for King County (\$67,800).

Household income included the following groupings:

- **Very low-income households** are households earning 30 percent AMI or less for their household size.
- **Low-income households** are households earning 31 percent to 50 percent AMI for their household size.
- **Moderate-income households** are households earning 51 percent to 80 percent AMI for their household size.
- **Middle-income households** are households earning 81 percent to 120 percent AMI for their household size.

Affordable rent or sales price assume that a household will generally need one less bedroom than the number of persons in the household, for example a two person household would need a one bedroom unit while a three person household needs a two bedroom unit. However, HUD assumes a correspondence between household size and income and the size of the housing unit in setting maximum rents. In 2011 the assumptions were:

- Studio Units One person household
- One bedroom Units One and a half (1.5) person household
- Two bedroom Units Three person household
- Three bedroom Units Four and a half person household

Generally, estimates of sales price in this analysis assume a 10 percent down payment with a 30-year fixed mortgage at 5 percent interest. However, these factors, particularly the interest rate, will vary over time and economic conditions. Typically, affordable housing costs for an ownership unit include payments for principal, interest, taxes, and insurance. For condominiums, homeowner dues increase monthly housing expenses. As a result, condominium sales prices must be about 10 percent lower than that of a single family home to have similar affordability.

For rental units, affordable housing costs typically assume inclusion of basic utilities. These assumptions are not consistent in all data used in this analysis and therefore some figures may not be directly comparable. However, it is anticipated that these differences are minor enough to allow for general comparisons and will not significantly affect the conclusions of this analysis.

HOUSING INVENTORY AND NEEDS

Housing Supply

At the time of the 2010 U.S. Census, the City of Des Moines had 12,588 housing units, 11,664 households, an average household size of 2.57 persons, and a resident population of approximately 29,673.

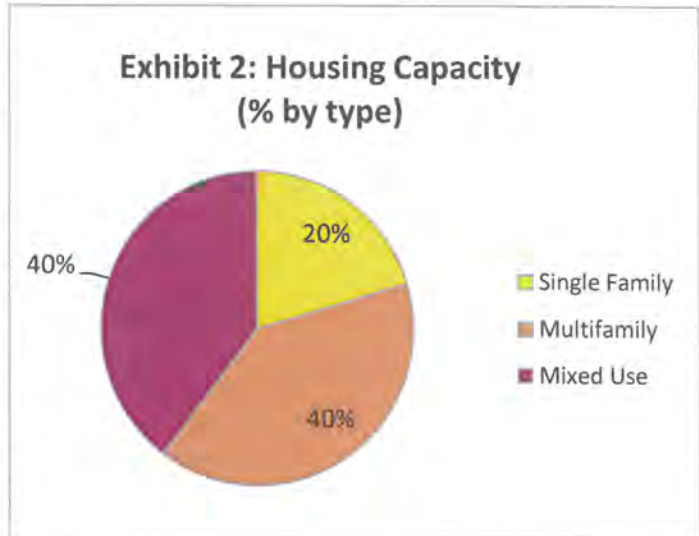
Single family detached homes make up about half of the housing units (57 percent) while multifamily units such as duplexes, townhomes, apartments, and condominiums make up about 25 percent and mobile homes comprise about two percent. Less than one percent of the housing (29 units) are classified as “other” which includes boats, campers, vans, and hotel/motel units used as permanent residences.

Compared with 2000 census data, the total housing units for the City increased by 6.9% (811 units), some of which may be attributable to the Redondo Rivera annexation in 2000. Most of this growth occurred in single family homes (519 units) followed by multi-family units (316 units). The number of mobile homes within the City declined by 5.3 percent (24 units) over the ten-year period.

In 2014, the City of Des Moines had 12,665 housing units and capacity for an additional 4,370 units which is adequate to meet the 2035 housing target of 3,480 units.

During the past several years, the City has amended the zoning in the Marina District, Pacific Ridge, South Des Moines and Woodmont neighborhoods that in effect have increased both the housing and job capacity in these areas. As it relates to housing, the zoning allows for increased densities several neighborhoods which will facilitate the creation of a variety of housing options and housing price points. As shown on Exhibit 2 and documented in the 2014

King County Buildable Lands Report, the City’s housing capacity is evenly split among multifamily and mixed use areas with a slightly lower percentage of single family housing stock.



Housing Affordability

The U.S. Census 2009-2013 American Community Survey data indicate that 15.2 percent of Des Moines’ population lives at or below the poverty level. The per capita income was reported at \$27, 056 while the median household income was \$59,799.

Affordable housing is a significant need that shapes the quality of life for our community. Current and future residents of Des Moines, like people throughout the region, need housing affordable at a variety of income levels. Thirteen percent of the City’s population lives at or below the poverty level.

The most pressing unmet need for affordable housing is for households earning less than 80 percent of area median income. Households that fall below this threshold include:

- Low-wage workers in services and other industries;
- Persons on fixed incomes including many disabled and elderly residents;
- Homeless individuals and families; and
- Many other community members.

King County and its cities (including Des Moines) share in the responsibility to increase the supply of housing that is affordable to these households. The CPPs along with Affordable Housing Targets help to focus local plans, regulations, and programs on increasing housing choice and opportunity for households at the lower end of the income range, increasing the housing stock affordable to those households in areas of higher cost housing, and increasing the range of housing choices and affordability levels in areas with existing concentrations of low-cost housing. While neither the county nor the cities can guarantee that a given number of units at a given price level will be produced during the planning period, setting planning goals makes explicit the scope of the effort required in each jurisdiction. Progress toward affordable housing targets may be accomplished through the addition of newly constructed affordable units or existing units newly preserved or acquired and rehabilitated with a regulatory agreement for long-term affordability. Local governments may also achieve targets through the efforts of multijurisdictional organizations.

CPP H-2 recommends that each jurisdiction's comprehensive plan adopt policies and strategies that accommodate at a minimum, progress toward achieving following targets, measured as a percentage of overall housing growth within each jurisdiction and the county as a whole:

- Housing affordable to moderate income households, with incomes between 50 and 80 percent of the AMI, which is equal to 16 percent of the jurisdiction's overall housing target; and
- Housing affordable to low-income and very-low-income households, with incomes at or below 50 percent of AMI.

Table 1 compares Des Moines household incomes in relation to housing affordability. Household and affordable housing counts within each of the defined income groups are based on King County's median income for an average household (2-4 persons) in 2011. Data on housing affordability is based King County's 2012 Comprehensive Plan Technical Appendix B that used 2006-2012 ACS data, and the HUD's Comprehensive Housing Affordability Strategy (CHAS) that used 2007-2011 ACS data.

Income or Affordability Level for an Average Household (\$ in 2011)¹	Percent of Des Moines' Households by Income²	Percent of Des Moines Housing Units by Affordability²
Very Low-Income (< 30% AMI; \$21,890)	13	3
Low-Income (31-50% AMI; \$21,890-\$36,490)	11	19
Moderate-Income (51-80% AMI; \$36,490-\$53,960 ³)	17	32
Middle-Income (81-100% AMI; \$53,960-\$84,700)	13	25
Above Middle Income (>100% AMI; >\$84,700)	46	21
Notes: 1. 2012 King Comprehensive Plan, Technical Appendix B – 2011 HUD Income Levels by Household Size. 2. HUD Comprehensive Housing Affordability Strategy (CHAS) data (2007-2011 ACS) 3. HUD caps the 80% category at the national level, so it represents less than 80% of median income in the King County area. Many federal programs use this capped level.		

**Exhibit 3: City of Des Moines
Overall Housing Affordability**

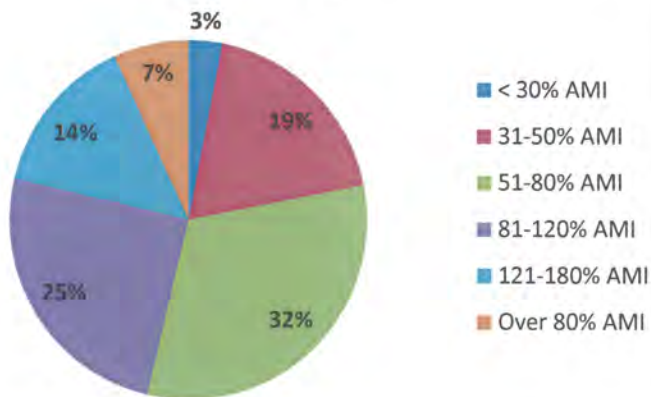


Exhibit 3 shows the overall housing affordability by AMI within the City of Des Moines. Approximately 22 percent of the housing stock is affordable to very-low-income households (three percent) and low-income (19 percent) and 32 percent of the housing stock is affordable to moderate-income households. While the housing that affordable to the very low-income households is limited, housing meeting the affordability for the low- to moderate-income households is above the targets that King County has assigned to these incomes groups for future planning (20.5 percent and 16 percent respectively).

Rental Housing

The vast majority of housing affordable to low- and moderate- income families in Des Moines, as in most communities, is rental housing, typically multi-family. Housing affordability data show that of the 11,470 occupied housing units 4,005 are renter occupied. Table 2 compares Des Moines affordability of rental housing in relation to cost burdened households.

Table 2. Des Moines Income and Rental Housing Affordability

Income or Affordability Level for an Average Household (\$ in 2011) ¹	Percent of Des Moines' Renters by Income ²	Percent of Des Moines Rental Housing Units by Affordability ³	Des Moines Renters by Income that are Cost-Burdened ¹	
			>30%	>50%
Very Low-Income (< 30% AMI; \$21,890)	26	9	20	18
Low-Income (31-50% AMI; \$21,890-\$36,490)	16	38	14	3
Moderate-Income (51-80% AMI; \$36,490-\$53,960 ³)	24	36	9	1
Middle-Income (81-100% AMI; \$53,960-\$84,700)	13	14	1	0
Above Middle Income (>100% AMI; >\$84,700)	21	3	0	0

Notes:

1. HUD Comprehensive Housing Affordability Strategy (CHAS) data (2007-2011 ACS)

2. 2012 King Comprehensive Plan, Technical Appendix B – 2011 HUD Income Levels by Household Size.

3. HUD caps the 80% category at the national level, so it represents less than 80% of median income in the King County area. Many federal programs use this capped level.

Nearly 75 percent of the City's rental housing is affordable to low- to moderate-income families; however, there is a deficiency in rental housing that is affordable to very-low income. In addition, about 38 percent of very low-income renters are cost burdened, meaning they pay a higher percentage of their incomes toward housing costs. The higher percentage of income paid toward housing, the more vulnerable a household is to actually losing their housing if someone in the household loses a job, suffers a medical emergency, or incurs some other major expense. As a result, these households may become homeless, displaced or reside in overcrowded or substandard housing.

Home Ownership Housing

Housing stock that provides for affordable home ownership is more limited in the City of Des Moines. Data show that of the 11,470 occupied housing units, 7,465 are owner occupied. Table 3 compares Des Moines affordability of ownership housing in relation to cost burdened households.

Table 3. Des Moines Income and Home Ownership Affordability			
Income or Affordability Level for an Average Household (\$ in 2011) ¹	Percent of Owners by Income ²	Des Moines Owners by Income that are Cost-Burdened ^{2,3}	
		>30%	>50%
Very Low-Income (< 30% AMI; \$21,890)	6	5	3
Low-Income (31-50% AMI; \$21,890-\$36,490)	8	5	3
Moderate-Income (51-80% AMI; \$36,490-\$53,960 ³)	12	7	4
Middle-Income (81-100% AMI; \$53,960-\$84,700)	14	8	2
Above Middle Income (>100% AMI; >\$84,700)	60	10	1

Notes:
 1. 2012 King Comprehensive Plan, Technical Appendix B – 2011 HUD Income Levels by Household Size.
 2. HUD Comprehensive Housing Affordability Strategy (CHAS) data (2007-2011 ACS)
 3. HUD caps the 80% category at the national level, so it represents less than 80% of median income in the King County area. Many federal programs use this capped level.

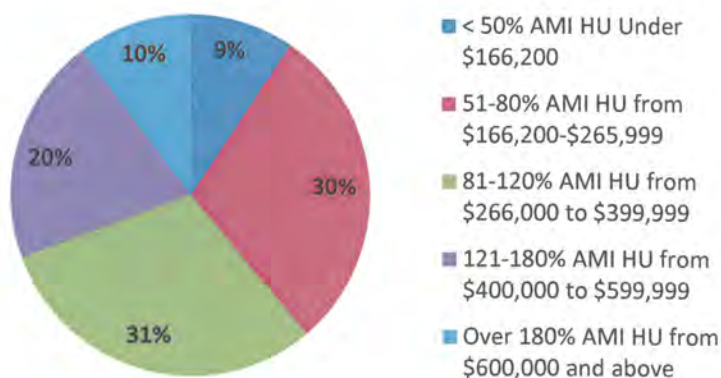
Data indicated that about 20 percent of ownership housing is affordable to low- to moderate-income families while only 6 percent is affordable to very low-income families. Nearly 50 percent of home owners are cost burdened meaning that about 35 percent pay more than 30 percent of their income for housing, and another 12 percent pay more than 50 percent of their income towards housing.

Exhibit 4 shows the ownership housing unit (HU) affordability by home value for those income groups earning less than 50 percent to over 180 percent AMI. As indicated, only 9 percent of ownership housing is valued at or below \$166,200 and meets the affordability needs of households earning 50 percent or less AMI.

Condos provide more affordable ownership than single family homes. In King County, the 2010 median condo price (\$260,000) was about two-thirds of the median price of a single family home (\$394,000). Twenty-one percent of condominiums were affordable to two-person households earning 60 percent AMI, while nearly 43 percent were affordable to two-person households earning 80 percent AMI. As with all homes, more condominiums are

affordable in the South, Southeast and North King County urban areas, and fewer are affordable in the Seattle and Eastside regions. For comparison, the median condo price in Des Moines was \$129,664, of which 70 percent is affordable at 60 percent AMI and 78 percent is affordable at 80 percent AMI.

Exhibit 4: Percent of Ownership Units by Income Group and Home Value (\$ in 2010)



STRATEGIES TO MEET HOUSING NEEDS

Vision 2040

VISION 2040 encourages local jurisdictions to adopt best housing practices and innovative techniques to advance the provision of affordable, healthy, sustainable, and safe housing for all residents. No single tool is likely to be sufficient to meet the full range of needs in a given jurisdiction, and the county and cities are encouraged to adopt a range of housing tools, supported by land use, transportation, and other policies, regulations, and investments. Sufficient capacity for housing to meet targeted needs, provided in a variety of unit types and sizes, is the foundation for implementing the housing policies.

King County Partnerships

King County partners with virtually all of the cities in the county to further our goals to create decent, affordable housing and a suitable living environment, and to end homelessness in the region. King County and its cities (with the exception of Seattle) jointly cooperate in an urban county consortium – the King County Urban County Consortium – to administer federal housing and community development funds regionally.

The King County Housing and Community Development Program (HCD) is the official applicant to the federal Department of Housing and Urban Development (HUD) for housing and community development funds and ultimately assumes all the obligations required for receiving such funds.

The Joint Recommendations Committee (JRC) is an inter-jurisdictional body that provides specific funding recommendations and advice on guidelines and procedures for King County and its consortia city partners on a wide range of housing and community development issues. The JRC is made up of three King County representatives appointed by the King County Executive, and eight representatives of cities outside the City of Seattle that participate in the King County Consortia.

The JRC was created through the interlocal cooperation agreements that formed the King County Community Development Block Grant (CDBG) Consortium, the King County HOME Investment Partnerships (HOME) Consortium and the King County Regional Affordable Housing Program (RAHP) Consortium, and is now codified in the King County Code in Title 24, Chapter 24.13.

Currently the City participates in the Minor Home Repair Program that utilizes CDBG funds to support qualifying low income and senior households.

REFERENCES:

- King County. 2012. *2012 King County Comprehensive Plan 2012, Appendix B: Housing Technical Appendix*. September 2012.
- King County Interjurisdictional Team. 2013. *Technical Memo on Growth Targets Extension*. October 16, 2013
- King County Office of Performance, Strategy and Budget – Benchmark Program. 2009. *Distribution of Market Rate Rental Units in King County Affordable to Moderate- and Low-Income Households*. Spring 2009. Available at: <http://www.kingcounty.gov/exec/PSB/BenchmarkProgram/AffordableHousing/AH21>
- U.S. Department of Housing and Urban Development. 2015. *Comprehensive Housing Affordability Strategy (CHAS) data (2007-2011 ACS)*. May 20, 2015.
- U.S. Census. 2013. *American Community Survey 5-Year Estimates, 2009-2013 (Selected Housing Characteristics)*. Available at: <http://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?src=CF>



City of Des Moines

Comprehensive Plan

Preferred Land Use

Designations

- RESIDENTIAL**
- MF - Multifamily
 - PR-R - Pacific Ridge Residential
 - SF - Single Family
 - T - Townhome
 - TC-R - Transit Community Residential
 - TC-T - Transit Community Townhome
- COMMERCIAL/NON RES**
- BP - Business Park
 - COM - Commercial
 - IC - Institutional Campus
 - PARK - Park
 - PF - Public Facility
 - PR-C - Pacific Ridge Commercial
 - PR-M - Pacific Ridge Mixed
 - TC-M - Transit Community Mixed
- Des Moines City Limits
- Streams
- Neighborhood Planning Areas
- PUD See Plan For Density

**CITY OF DES MOINES
COMPREHENSIVE PLAN MAP SERIES**
This map series is intended for general planning purposes related to the City of Des Moines Comprehensive Plan.

Enacting Ordinances

ORDINANCE, YEAR

- Ord. 1551, 2012
- Ord. 1528, 2011
- Ord. 1499, 2010
- Ord. 1469, 2009
- Ord. 1425, 2008
- Ord. 1376, 2006
- Ord. 1232, 2003
- Ord. 1265, 2000
- Ord. 1238, 1999
- Ord. 1176, 1996
- Ord. 1160, 1995



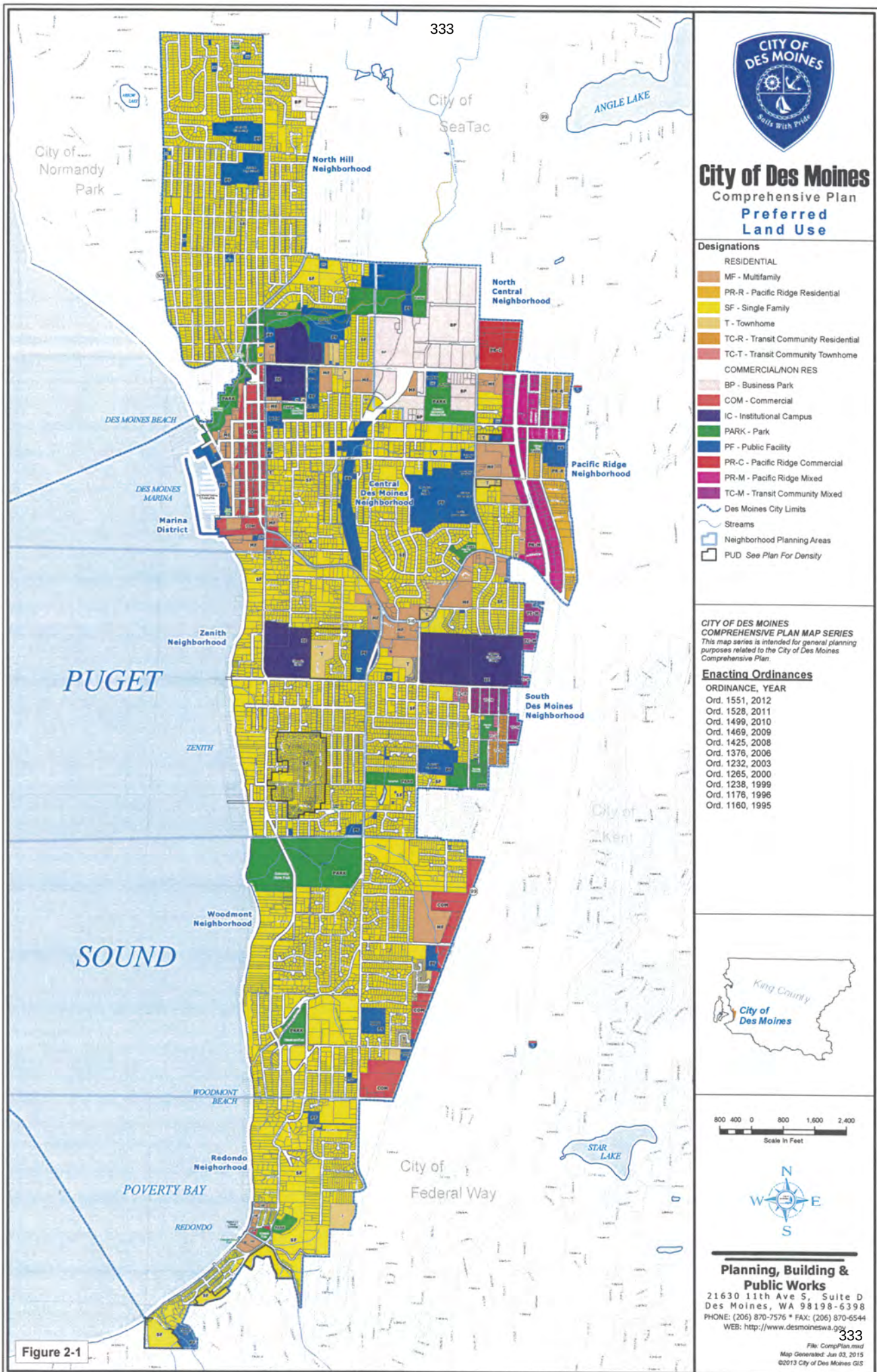
800 400 0 800 1,600 2,400
Scale In Feet



Planning, Building & Public Works

21630 11th Ave S, Suite D
Des Moines, WA 98198-6398
PHONE: (206) 870-7576 * FAX: (206) 870-6544
WEB: <http://www.desmoineswa.gov>

Figure 2-1



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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 to consider Draft Ordinance No 15-066 relating the City of Des Moines 2015 Comprehensive Plan Update

ATTACHMENTS:

1. Draft Ordinance No. 15-066
2. Mayor Kaplan's Comments on the 5/8/2015 Council Review Draft Document
3. Washington Department of Commerce Comments (Checklist)
4. Puget Sound Regional Council Comment Letter

FOR AGENDA OF: June 11, 2015

DEPT. OF ORIGIN: Planning, Building and Public Works

DATE SUBMITTED: June 4, 2015

CLEARANCES:

[X] Legal 6
 [N/A] Finance _____
 [N/A] Economic Development _____
 [N/A] Marina _____
 [N/A] Parks, Recreation & Senior Services _____
 [X] Planning, Building & Public Works DOB
 [N/A] Police _____
 [N/A] Courts _____

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

Purpose and Recommendation

The purpose of this public hearing is to review the proposed City of Des Moines 2015 Comprehensive Plan Update. At this hearing, the focus of the City Council efforts will be to hear public testimony and consider Draft Ordinance No. 15-066 (Attachment 1) amending the 2009 Des Moines Comprehensive Plan and Chapters 18.05 and 18.25 DMMC.

Staff continues to work on plan amendments to respond to review comments from the Washington State Department of Commerce and the Puget Sound Regional Council. As such, staff recommends that City Council continue the public hearing by passing the following motion:

Suggested Motion

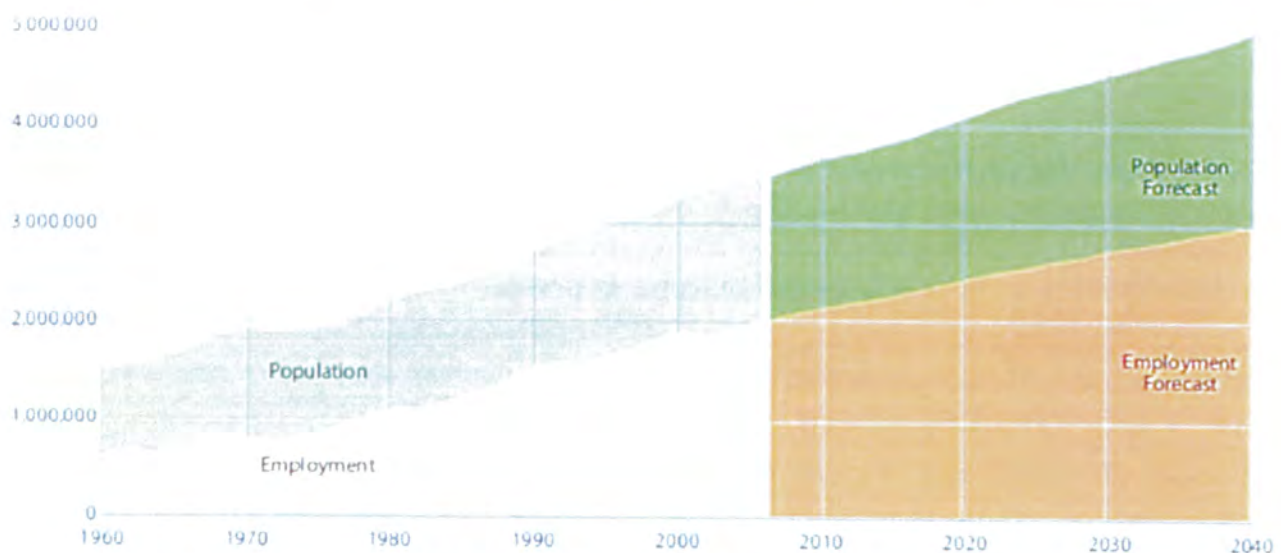
Motion: "I move to continue the public hearing on Draft Resolution No. 15-066 amending the 2009 Des Moines Comprehensive Plan and Chapters 18.05 and 18.25 DMMC to June 25, 2015."

Background

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

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

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



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

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

The Growth Management Planning Council (GMPC) sets household and employment growth targets for cities in King County in the Countywide Planning Policies (CPPs). The current targets established by the GMPC are for the period 2006-2031. For purposes of the 2015 Comprehensive Plan update, these

targets have been extended to the 2035 planning horizon through extrapolation. By 2035, Des Moines is expected to add another 3,480 households and 5,800 jobs to the City.

Cities and counties fully planning under the GMA must complete period update for their entire comprehensive plan and development regulations. Under the GMA, the Legislature established a schedule for when the periodic update is required to be complete. King County and its cities must complete their update by June 30, 2015.

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

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

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

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

Proposed amendments to each of the Comprehensive Plan elements have been discussed with the respective Council Committees as well as the full Council (seven meetings). All of these meetings were open to the public. City Council was also briefed on the proposed format and structure for the 2015 Comprehensive Plan that included the following:

- Formatting: update text and layout, add color and pictures, remove numbered paragraph format, and make text more concise and reader friendly (e.g., Healthy Des Moines Element).
- Background Sections: update to clarify purpose, streamline text, remove numbered paragraph format.

- Goals/Policies: remove duplicative language, combine like policies, improve layout, make goal/policy/strategy numbering consistent between plan elements.
- Strategies: rename "Implementation Strategies," remove duplicative language, streamline.
- Overall: create a positive tone and remove negative language.
- Replacing the General Planning Element with a Vision Statement for the City and general introduction to the Comprehensive Plan.
- Removing the Community Character Element and adding relevant goals, policies and implementation strategies to the Land Use Element.
- Adding an Economic Development Element or Economic policies to the Land Use Element.

On May 8, 2015 City Council was provided a review draft of the proposed 2015 Comprehensive Plan Update document. This document was also made available to the public on the city's website. One Councilmember submitted comments which are provided as Attachment 2.

Discussion

Consistent with the provisions of DMMC 18.20.080, the Comprehensive Plan amendments are considered Type VI land use actions and require a public hearing with the City Council.

Attachment 1 contains Draft Ordinance No. 15-066, Exhibit A – 06/03/15 working draft of the 2015 Comprehensive Plan Update document shown in track changes, and Exhibit B – Preferred Land Use Map. Following is a summary of the of the changes that have been made to the document since the 05/08/15 review draft:

1. Councilmember comments (see Attachment 2) were incorporated into this document as noted by green highlights in the comment boxes along the right hand margin.
2. The document includes additional analysis conducted by staff as well as text edits and formatting. Any major changes by staff are noted by blue highlights in the comment boxes. Most of these changes are in response to review comments provided by the Washington State Department of Commerce and the Puget Sound Regional Council and new information provided in conjunction with the Parks, Recreation and Senior Services Master Plan Update. Substantive changes include:
 - Updates to the housing and employment growth targets to extend from year 2031 to year 2035 which is the current planning horizon for the 2015 Comprehensive Plan Update.
 - Appendix B: Transportation Technical Memorandum documents how the assumptions used for the 2009 Comprehensive Transportation Plan capture the growth that is forecast for the 2035 planning horizon assumed in the 2015 Comprehensive Plan Update.
 - Appendix C: City of Des Moines Housing Inventory and Needs Assessment documents the city's housing supply and demonstrates that the City currently provides housing that is affordable to a range of incomes, including low-income households.
 - Chapter 6: Parks, Recreation and Open Space Element incorporates updates in conjunction with work being done on the Parks, Recreation and Senior Services Master Plan Update. Additional work is needed on this chapter to better align implementation strategies with the stated goals.

Note

Because the document is shown in track changes it is very difficult to capture all of the formatting edits until the changes are accepted. As such, Staff suggests that all changes shown on the working draft be accepted (as amended by Council) so that a final camera ready document can be provided with Draft Ordinance 15-066 at the time of adoption.

Alternatives

The City Council may:

1. Continue the public hearing to June 25, 2015, as recommended by staff.
2. Adopt Draft Ordinance No. 15-066 and 2015 Comprehensive Plan Update as written.
3. Adopt the Draft Ordinance No. 15-066 and 2015 Comprehensive Plan Update with amendments by the City Council.

Periodic review of the City's comprehensive plan and development regulations is a requirement of the GMA (Chapter 36.70A RCW). A jurisdiction that has missed an update by the June 30, 2015 deadline is also vulnerable to a "failure to act" petition for review to a Growth Management Hearings Board (or for partially-planning jurisdictions, to Superior Court).

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

Financial Impact

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

Recommendation or Conclusion

Staff recommends that the City Council continue the public hearing on Draft Ordinance No. 15-066 to June 25, 2015 as recommended by Alternative 1.

Concurrence

N/A

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June 25, 2015

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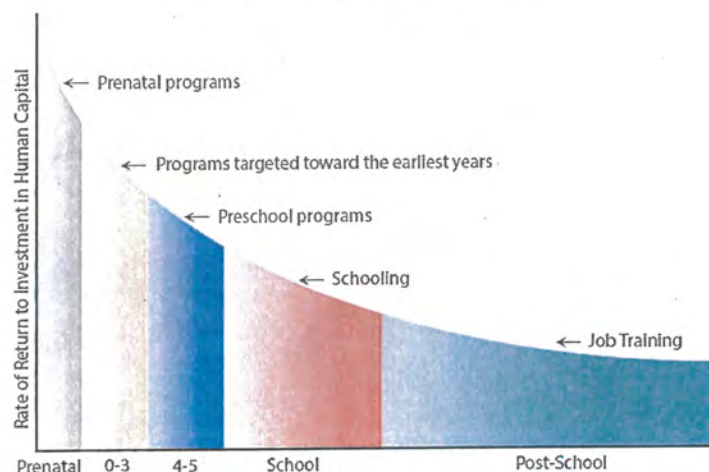


"An Ounce of Prevention Is Worth A Pound of Cure"

- Science tells us **prevention and early intervention** are most effective and least expensive approach
- Yet, much of the County's funding is responding to negative outcomes
 - 75% of the County's general fund pays for the law and justice system



The Earlier the Investment, The Greater the Return



Source: Heckman (2008)

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Achieving a Positive Return

Approach	Return on Investment
Early childhood development's return on investment	\$3 to \$17 for every dollar invested
Investment in early treatment and prevention programs for addictions and mental illness	\$2 to \$10 savings in health costs, criminal and juvenile justice costs, educational costs, and lost productivity for every dollar invested
Investment in proven community-based programs to increase physical activity, improve nutrition, and prevent smoking	\$10 per person could save the country more than \$16 billion annually within five years; That's a return of \$5.60 for every dollar invested

4

Prevent Crises Before They Begin

- Start early and invest heavily before age 5
- Then, make strategic investments at the critical points in a young person's development
- Invest at the community level to reinforce a child's progress



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What is Best Starts for Kids?

- 6-year countywide levy for Nov. 2015 ballot
- Outcomes-based investment in kids, families and communities
 - Babies are healthy
 - Children are safe, healthy thriving community members
 - Communities are safe, welcoming and healthy

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Funding Details

Amount:

- \$58.3 million in 2016
- \$392.3 million over six years (avg. of \$65.4 million/year)
- \$0.14 per \$1,000 of assessed value
 - costing the average homeowner about \$56 per year

Distribution:

- 50% (\$32.7 million annual average) for age 0-5
- 35% (\$22.7 million annual average) for age 5-24
- 9% (\$6.0 million annual average) for community
- 6% (\$4.0 million annual average) for data, evaluation and infrastructure

Initial Collection: Family & Youth Homelessness Prevention Initiative; scientific research for prevention; levy reserves

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Implementation

- County will lead a comprehensive community planning process after levy passes
- Assumptions:
 - Majority of funding out to the community
 - Contracts will be competitive, outcomes-focused
- Governance:
 - Creation of an advisory body for investment strategies for 0-5 age and 5-24 age (*Youth Action Plan recommendation*)
 - Use of existing Communities of Opportunity Interim Governance Group for community investment

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Investment Strategies: Before Age 5

Strategies

- Supporting parents and caregivers
 - Maternity Support Services, WIC, and family planning
 - Home-based visiting for new moms and babies (for example, Nurse Family Partnership)
- Providing training & tools for childcare providers
- Identification and early intervention for kids experiencing trauma



Outcomes

- **Stabilize MCH public health services**
- Reduce low birth weight
- Reduce unintended pregnancies
- Reduce suspensions & expulsions from child care, etc.

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Investment Strategies: School Age (5-24)

Strategies

- Screening, early intervention and treatment for mental, behavioral and substance abuse
- Improving school nutrition and physical activity environments
- Expanding School Based Health Centers
- Helping to provide a successful transition to adulthood



Outcomes

- Reduce psychiatric hospitalizations
- Reduce youth at an unhealthy weight
- Reduce use of alcohol or drugs
- Reduce chance of entering justice system

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Investment Strategies: Community

Strategies

- Homeless prevention
 - Communities of Opportunity
- Examples:*
- *Improve opportunities for physical activities*
 - *Increase access to healthy and affordable food*
 - *Creating safe places to live*



Outcomes

- Reduce family & youth homelessness
- Address inequities based on place
- Improve quality of life index in communities

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Timeline

- Executive transmitted Ordinance to County Council on April 29th
- Council to vote on legislation by July 20th for November 2015 ballot



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Questions?

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www.kingcounty.gov/beststarts

