

AGENDA

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

January 8, 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

- EMERGING ISSUES

CONSENT AGENDA

- Page 1 Item 1: APPROVAL OF MINUTES
Motion is to approve the minutes from the November 6, November 13, December 4th Regular City Council meetings, the minutes from the November 15, 2014 City Council Retreat and the minutes from the December 4 and December 9, 2014 City Council Executive Sessions.
- Page 27 Item 2: 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: \$4,318,564.82
Payroll Fund Transfers: \$1,406,247.81
Total Certified Wire Transfers, Voids, A/P and Payroll Vouchers: \$5,724,812.63
- Page 29 Item 3: CONSULTANT CONTRACT AMENDMENT: TRANSPORTATION PROJECT MANAGER, LEONARD D. MADSEN
Motion is to approve Amendment 9 to the Contract with Leonard D. Madsen, continuing professional project management services for the Transportation Gateway Project from February 1 through December 31, 2015 not to exceed \$77,500, and authorize the City Manager to sign the contract amendment substantially in the form submitted.
- Page 47 Item 4: CONSULTANT CONTRACT AMENDMENT, GRANT FREDRICKS
Motion is to approve Amendment/Addendum 3 to the Contract with Grant Fredricks, continuing professional consulting services through December 31, 2015 with a total not to exceed \$50,000 for 2015 services, and authorize the City Manager to sign the contract amendment substantially in the form submitted.

- Page 63 Item 5: DRAFT RESOLUTION NO. 14-249 AUTHORIZING DEPOSIT AND WITHDRAWAL OF FUNDS IN THE LOCAL GOVERNMENT INVESTMENT POOL (LGIP), SUPERSEDING RESOLUTION NO. 1256
Motion is to adopt Draft Resolution No. 14-249, authorizing deposit or withdrawal of funds in the Local Government Investment Pool in accordance with the provisions of the Washington Administrative Code for the purpose of investment as stated in the Washington Administrative Code, acknowledging that the City Council and City staff responsible for overseeing or making investment decisions has received, read and understands the prospectus, and superseding Resolution No. 1256.
- Page 83 Item 6: STAFF REQUEST FOR ADDITIONAL FUNDING TO COMPLETE THE MARINA SHORT PLAT PROJECT
Motion is to approve the request for \$13,150 in additional funding for the Marina Short Plat Project bringing the total contract amount to \$60,147 and to authorize the City Manager to sign the change order, substantially in the form as attached.
- Page 97 Item 7: INTERLOCAL AGREEMENT BETWEEN NORMANDY PARK AND DES MOINES FOR SENIOR SERVICES FOR 2015 AND 2016
Motion is to approve the Interlocal Agreement between the City of Normandy Park and the City of Des Moines for the provision of Senior Services in fiscal years 2015 and 2016 whereby Normandy Park will pay Des Moines for Senior Services in an amount equal to Normandy Park's pro-rata share of costs per year for services based on participation levels and authorize the City Manager to sign the Agreement substantially in the form as submitted.
- Page 107 Item 8: ARTS COMMISSION APPOINTMENT
Motion is to confirm the Mayoral Appointment of Lisa Maddry to a two year term on the City of Des Moines Arts Commission effective immediately and expiring on December 31, 2016.
- Page 111 Item 9: CITY MANAGER'S COMPENSATION AND EMPLOYMENT CONTRACT AMENDMENT
Motion is to approve the amendment to the City Manager's contract suspending the Cost of Living (COLA) provision for 2015 and 2015, providing a COLA of 1.4% for 2014 and 2.0% for 2015, and to authorize the Mayor to sign the amendment to the City Manager's employment contract in the form as submitted.
- Page 115 Item 10: 2015-2016 RECYCLING PROGRAM GRANT FUNDING
Motion is to authorize the City Manager to sign the 2015 LHWMP Grant No. EHS3673 between the City of Des Moines and the Seattle-King County Department of Public Health and the 2015-2016 WR/R Grant No. 5728395 between the City of Des Moines and the King County Solid Waste Division.
- Page 149 Item 11: INTERAGENCY AGREEMENT WITH HIGHLINE COMMUNITY COLLEGE FOR THE SMALL BUSINESS DEVELOPMENT CENTER
Motion is to approve the Interagency Agreement with Highline College for support of the Small Business Development Center and authorize the City Manager to sign the agreement substantially in the form a submitted.
- Page 155 Item 12: NORMANDY PARK ILA FOR MONITORING COMPLIANCE WITH PUBLIC DEFENSE STANDARDS
Motion is to approve the Interlocal Agreement between the City of Normandy Park and the City of Des Moines for monitoring and ensuring the compliance of Normandy Park contract Public Defense Attorneys with the Supreme Court's numeric caseload standards and to authorize the City Manager to sign the Agreement substantially in the form as submitted.

Page 163 Item 13: NORMANDY PARK ILA FOR FINANCE SERVICES
Motion is to approve the Interlocal Agreement between the City of Normandy Park and the City of Des Moines to provide financial department services to the other party as needed and to authorize the City Manager to sign the Agreement substantially in the form as submitted.

OLD BUSINESS

Page 173 Item 1: 2015 COMPREHENSIVE PLAN PERIODIC UPDATE – ECONOMIC DEVELOPMENT ELEMENT
Staff Presentation: Assistant City Manager/Economic Development Director Michael Matthias

NEW BUSINESS

Page 185 Item 1: DRAFT RESOLUTION NO. 14-241 ACCEPTING FINDINGS OF FACT THAT AN EMERGENCY EXISTED
Staff Presentation: Planning, Building and Public Works Director Dan Brewer

Page 221 Item 2: RESOLUTION NO. 14-240, SETTING 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: Planning Building and Public Works Director Dan Brewer

NEXT MEETING DATE

January 22, 2015

ADJOURNMENT

THIS PAGE LEFT INTENTIONALLY BLANK

MINUTES

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

November 6, 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 Councilmember Sheckler.

ROLL CALL

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

Mayor Pro Tem Pina was absent.

Motion made by Councilmember Burrage to excuse Mayor Pro Tem Pina; seconded by Councilmember Pennington.
The motion passed 6-0.

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

CORRESPONDENCE

There were no correspondences.

COMMENTS FROM THE PUBLIC

Paul Grove, 22501 Dock Avenue S; Spoke in favor of Capital Improvements for the Marina and in favor of remodeling E Dock to allow moorage of larger boats.

Doug Andrews, 27211 7th Place S; Spoke in favor of Capital Improvements for the Marina.

Ben Stewart, 22515 6th Avenue S; Concerned about the future of the Marina and suggested forming a Steering Committee so the public can help be part of a solution to fund Capital Improvements.

James Payne, 807 S 194th Street; Supports funding and sustaining Police Officer's.

Rick Johnson, 28624 Redondo Beach Drive S; Objects to using Wooton Park for part of any parking plan.

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Councilmember Pennington:

- Federal Way Representative Roger Freeman passed away:
 - Services November 22nd at Our Savior's Baptist Church at 1:00 p.m.

Councilmember Sheckler:

- No Report.

Councilmember Burrage:

- No Report.

Councilmember Musser

- Congratulated Jeanette Burrage on her State Representative race.

Councilmember Nutting:

- Thanked Legacy Foundation for the Bayside Brunch:
 - Proceeds go for Senior and Youth scholarships.
- Squid-A-Rama:
 - Saturday, November 8, 2014.
 - At the MAsT Center in Redondo.

PRESIDING OFFICER'S REPORT

- Sound Side Alliance Breakfast:
 - Museum of Flight.
 - Highline Forum and Sound Side Alliance meeting.
 - Legislative policies and agendas for next year.
- Environment Committee Meeting:
 - Tree Ordinance.
 - On November 13th Agenda.
- Celebrated November birthdays:
 - Councilmembers Burrage and Nutting.
 - Mayor Kaplan.

ADMINISTRATION REPORT

Item 1: EMERGING ISSUES

- SALTWATER STATE PARK BRIDGE CLOSURE:
 - Received large grant from the State to do the repairs.
 - Bridge will be closed to traffic for 6 months.
- 251st Street Slide Repair:
 - Project to take 2-3 weeks.
 - Flaggers out 24 hours/day.
- Pacific Ridge Crime Issues:
 - Tenants moved out of a bank owned duplex.
 - Other properties getting cleaned up.

CONSENT AGENDA

Item 1: UTILITY TAX INCREASE

Draft Ordinance No. 14-226:

First Motion is to suspend Rule 26(a) in order to enact Draft Ordinance No. 14-226 on first reading.

Second Motion is to enact Draft Ordinance No. 14-226 relating to surface water management utility tax increase on gross surface water management utility rates as assessed by the Surface Water Management Utility in the amount of two percent (2%) for a total utility tax of eight percent (8%) on first reading.

Draft Ordinance No. 14-228:

First Motion is to suspend Rule 26(a) in order to enact Draft Ordinance No. 14-228 on first reading.

Second Motion is to enact Draft Ordinance No. 14-228 relating to the utility occupation tax increase for cable providers assessed on the gross income received in the amount of two percent (2%) for a total utility occupation tax of eight percent (8%) on first reading.

Draft Ordinance No. 14-229:

First Motion is to suspend Rule 26(a) in order to enact Draft Ordinance No. 14-229 on first reading.

Second Motion is to enact Draft Ordinance No. 14-229 relating to utility occupation tax increase for solid waste collection providers assessed on the gross income received in the amount of two percent (2%) for a total utility occupation tax of eight percent (8%) on first reading.

Item 2: ONE-TIME REVENUES - PHASED-IN EXPENDITURE REQUIREMENTS
First Motion is to suspend Rule 26(a) in order to enact Draft Ordinance No. 14-227 on first reading.

Second Motion is to enact Draft Ordinance No. 14-227 amending DMMC 3.100.020 to allow for the waiver of DMMC provisions regarding the phasing in and expenditure of one-time revenues.

Item 3: COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF DES MOINES AND THE PUBLIC, PROFESSIONAL AND OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763 (TEAMSTERS)
Motion is to approve the 2014-2016 Collective Bargaining Agreement between the City of Des Moines and the Public, Professional and Office-Clerical employees and Drivers Local Union No. 763 (Teamsters), representing the City's Public Works, Parks, Surface Water, and Marina maintenance employees, substantially in form as submitted.

Direction/Action

Motion made by Councilmember Nutting to approve the consent agenda; seconded by Councilmember Musser.

Councilmember Sheckler pulled Consent Agenda Item #2,
Mayor Kaplan pulled Consent Agenda Item #1.

The remainder of the Consent Agenda passed 6-0.

Motion made by Councilmember Sheckler to repeal the proposed Draft Ordinance No. 14-227 and pass to a Resolution; seconded by Councilmember Burrage.
The motion failed 2-4.

For: Councilmember Burrage and Sheckler.

Against: Mayor Kaplan; Councilmembers Nutting, Musser and Pennington

Motion made by Mayor Kaplan to enact Draft Ordinance No. 14-227 amending DMMC 3.100.020 to allow for the waiver of DMMC provisions regarding the phasing in and expenditure of one-time revenues; seconded by Councilmember Nutting.
The motion passed 6-0.

At 7:36 p.m. Councilmember Sheckler left the dais.

Motion made by Mayor Kaplan to suspend Rule 26(a) in order to enact Draft Ordinance No. 14-226 on first reading; seconded by Councilmember Nutting. The motion passed 5-0.

Motion made by Mayor Kaplan to enact Draft Ordinance No. 14-226 relating to surface water management utility tax increase on gross surface water management utility rates as assessed by the Surface Water Management Utility in the amount of two percent (2%) for a total utility tax of eight percent (8%) on first reading; seconded by Councilmember Nutting. The motion passed 4-1.

For: Mayor Kaplan; Councilmembers Nutting, Musser and Pennington.
Against: Councilmember Burrage.

Motion made by Mayor Kaplan to suspend Rule 26(a) in order to enact Draft Ordinance No. 14-228 and No. 14-229 on first reading; seconded by Councilmember Musser. The motion passed 5-0.

At 7:40 p.m. Councilmember Sheckler returned to the dais.

Motion made by Mayor Kaplan to enact Draft Ordinance No. 14-228 and No. 14-229 on first reading to become effective in 30 days; seconded by Councilmember Nutting. The motion passed 6-0.

Mayor Kaplan read Draft Ordinance No. 14-226, No. 14-228 and No. 14-229 into the record.

At 7:43 p.m. Council recessed to discuss labor negotiations pursuant to RCW 42.30.140(4)(a). At 7:52 p.m. Council resumed the regular scheduled meeting.

OLD BUSINESS

Item 1:

REDONDO PARKING MANAGEMENT PLAN-OCTOBER 15TH OPEN HOUSE BRIEFING

Staff Presentation: Associate Transportation Engineer Andrew Merges

Associate Transportation Engineer Merges gave Council a brief power point presentation on the Redondo Parking Management Plan.

No formal action was taken.

At 7:52 p.m. Councilmember Sheckler left the meeting

Item 2:

2015 BUDGET – GENERAL AND STREET FUNDS BUDGET BALANCING STRATEGIES, CONTINUED

Staff Presentation: Finance Director Paula Henderson

Finance Director Henderson passed out an updated 2015 Budget Balancing Strategies worksheet.

No formal action was taken.

NEW BUSINESS

Item 1: 2015-2020 DRAFT MUNICIPAL CAPITAL IMPROVEMENT PLAN (MCI)
Staff Presentation: Parks, Recreation & Senior Services Director
Patrice Thorell

Parks, Recreation & Senior Services Director Thorell gave a power point presentation to Council on the CIP.

No formal action was taken.

NEXT MEETING DATE

November 13, 2014 Regular City Council Meeting

ADJOURNMENT

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

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

Respectfully Submitted,
Bonnie Wilkins
City Clerk

THIS PAGE LEFT INTENTIONALLY BLANK

7

MINUTES

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

November 13, 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 Councilmember Burrage.

ROLL CALL

Council present: Mayor Kaplan; Mayor Pro Tem Matt 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; Assistant City Attorney Tim George; Chief of Police George Delgado; Commander Bob Bohl; Planning, Building and Public Works Director Dan Brewer; Transportation Manager Brandon Carver; Community Development Manager Denise Lathrop; Senior Planner Laura Techico; Finance Director Paula Henderson; Budget Manager Cecilia Pollock; New Finance Director Dunyele Mason; Harbormaster Joe Dusenbury; Marina Maintenance Manager Scott Wilkins; Court Administrator Jennefer Johnson; Parks, Recreation & Senior Services Director Patrice Thorell; City Clerk Bonnie Wilkins.

CORRESPONDENCE

There were no correspondences.

COMMENTS FROM THE PUBLIC

James Seymour, 800 S 249th Street; Proponent of proposed Tree Ordinance.
James Payne, 807 S 194th Street; Fund 10 more Police Officers in the 2015 Budget.
Bud Bohrer, 908 S Marine Hills Way, Federal Way; Proponent of proposed Tree Ordinance.
Oscar Haynes, 26207 21st Place S; Landmarque Home Issues.

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Councilmember Pennington:

- No Report.

Councilmember Sheckler:

- Veteran's Day (Destination Des Moines/Rotary to celebrate in the future).
- Would like the City to fly the MIA/POW Flag during the year.

Councilmember Burrage:

- Took a Veteran to lunch.

Mayor Pro Tem Pina

- No Report.

Councilmember Musser

- No Report.

Councilmember Nutting:

- Attended Squid-A-Rama at the MaST Center.

PRESIDING OFFICER'S REPORT

- Spoke to a Political Science Class @ Highline Community College.
- Attended the Landmark on the Sound Auction.
- Attended Sound Side Alliance & Highline Forum.
- Green Schools Award Presentation:
 - Dan Bridges and Erika Melroy, from Recology, Honored North Hill and Midway Elementary Schools with \$2,500 each for their efforts in making their school green.

ADMINISTRATION REPORT

1. City Manager Piasecki introduced Dunyele Mason, the new Finance Director who will replace current Finance Director, Paula Henderson, who will be retiring December 31, 2014.
2. Windstorm Activity: Low hanging wire between S 270th & 272nd.
3. Chief Delgado briefed Council on the latest two incidents in the City.

CONSENT AGENDA

- Item 1: APPROVAL OF MINUTES
Motion is to approve the minutes from the September 11th, September 25th and October 2, 2014 Regular City Council meetings and the minutes from the September 11th and September 25th City Council Special meetings.
- Item 2: 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: \$1,317,319.44
Payroll Fund Transfers: \$876,128.51
Total Certified Wire Transfers, Voids, A/P and Payroll Vouchers: \$2,193,447.95
- Item 3: AGREEMENT WITH CITY OF DES MOINES EXEMPT EMPLOYEES
Motion is to approve the 2014-2016 Agreement between the City of Des Moines and the Exempt Employees, substantially in form as submitted.

Direction/Action

Motion made by Councilmember Nutting to approve the consent agenda; seconded by Councilmember Musser.
The motion passed 7-0.

OLD BUSINESS

- Item 1: SUBSTITUTE DRAFT ORDINANCE NO. 14-043-A RELATED TO TREE REGULATIONS
Staff Presentation: Community Development Manager Denise Lathrop
- Planning Building and Public Works Director Brewer gave a power point presentation to Council.

Direction/Action

Motion made by Councilmember Musser to enact Substitute Draft Ordinance No. 14-043-A relating to the cutting 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; seconded by Councilmember Nutting.

Motion made by Councilmember Pennington to add Amendment 1A as presented by staff; seconded by Mayor Pro Tem Pina.

Motion made by Councilmember Pennington to add Amendment 1B as presented by staff; seconded by Mayor Pro Tem Pina.

Motion made by Councilmember Pennington to add Amendment 1C as presented by staff; seconded by Mayor Pro Tem Pina.

Motion made by Mayor Kaplan to add Amendment 2 as presented by staff; seconded by Mayor Pro Tem Pina.

Motion made by Mayor Kaplan to add Amendment 3 as presented by staff; seconded by Mayor Pro Tem Pina.

Motion made by Councilmember Burrage to amend Section 13, at page 53 to read, "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 or belongs to the American Society of Consulting Arborists;" motion died for a lack of a second.

Motion made by Councilmember Burrage to amend 18.195.130, Landscape design and maintenance. Landscaping required by this chapter shall be designed, installed and thereafter maintained in such a manner which preserves scenic views and vistas of neighborhood and upland properties. Under no circumstances shall species of trees be planted which by virtue of their height and/or breadth at maturity impinge upon the views of other properties; motion died for a lack of a second.

Motion made by Councilmember Burrage to amend Section 5(d) to read, "An exemption from a tree permit does not exempt a property owner from complying with criteria and standards contained in this chapter or other applicable local, state or federal regulations or permit requirements;" motion died for a lack of a second.

Motion made by Councilmember Burrage to amend Section 7 to delete and replace with, "Tree coppicing is deemed an acceptable method of tree maintenance;" motion died for a lack of a second.

Motion made by Councilmember Burrage to amend the language of Amendment 2 (4) to read, "The applicant shall have an option to get a tree permit or to sign a hold harmless agreement;" motion died for a lack of a second.

The motion, as amended, passed 6-1.

For: Mayor Kaplan; Mayor Pro Tem Pina; Councilmembers Nutting, Musser, Sheckler and Pennington.

Against: Councilmember Burrage.

Mayor Kaplan read Substitute Draft Ordinance No. 14-143-A into the record.

At 8:14 p.m. Councilmember Sheckler left the meeting.

PUBLIC HEARING

Item 1:

YEAR 2015 GENERAL PROPERTY TAX LEVIES

Staff Presentation: Finance Director Paula Henderson

Mayor Kaplan opened the Public Hearing at 8:15 p.m.

Finance Director Henderson 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.

Mayor Kaplan closed the Public Hearing at 8:20 p.m.

Direction/Action

First Motion made by Mayor Pro Tem Pina to suspend Rule 26(a) in order to enact Draft Ordinance No. 14-213 and Draft Ordinance No. 14-216 on first reading; seconded by Councilmember Nutting.
The motion passed 6-0.

Second Motion made by Mayor Pro Tem Pina to enact Draft Ordinance No. 14-213, determining the amount of funds to be raised by ad valorem taxes for the year 2015 for general City expenditures; seconded by Councilmember Nutting.
The motion passed 6-0.

Third motion made by Mayor Pro Tem Pina to enact Draft Ordinance No. 14-216, authorizing the increase in ad valorem taxes for the year 2015 for general City expenditures; seconded by Councilmember Nutting.
The motion passed 6-0.

Mayor Kaplan read Draft Ordinance No. 14-213 and Draft Ordinance No. 14-216 into the record.

Item 2:

ADOPTION OF YEAR 2015 BUDGET, 1ST READING

Staff Presentation: Finance Director Paula Henderson

Mayor Kaplan opened the Public Hearing at 8:23 p.m.

Finance Director Henderson gave an updated budget spreadsheet to Council.

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

Mayor Kaplan closed the Public Hearing at 8:33 p.m.

Direction/Action

Motion made by Councilmember Nutting to pass Draft Ordinance No. 14-216 to a second reading for enactment at the December 4, 2014 City Council meeting; seconded by Councilmember Musser.
The motion passed 6-0.

NEW BUSINESS

Item 1:

YEARS 2015-2020 DRAFT CAPITAL IMPROVEMENT PLAN
Staff Presentation: Finance Director Paula Henderson

Finance Director Henderson gave a presentation to Council.

Direction/Action

Motion made by Mayor Kaplan to reduce the amount of the transfer from the General Fund to MCI by \$150,000; seconded by Mayor Pro Tem Pina.
The motion passed 6-0.

Motion made by Councilmember Nutting to adopt Draft Resolution No. 14-215, as amended, approving the City of Des Moines 2015-2020 Capital Improvement Plan; seconded by Mayor Pro Tem Pina.
The motion passed 6-0.

Item 2:

2014 BUDGET AMENDMENTS, 1ST READING
Staff Presentation: Finance Director Paula Henderson

Finance Director Henderson gave a power point presentation to Council.

Direction/Action

Motion made by Councilmember Nutting to pass Draft Ordinance No. 14-225, relating to municipal finance, amending the 2014 budget adopted in Ordinance No. 1589 to a second reading for enactment on December 4, 2014; seconded by Councilmember Burrage.
The motion passed 6-0.

NEXT MEETING DATE

November 15, 2014-City Council Retreat, Des Moines Activity Center

ADJOURNMENT

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

The meeting was adjourned at 9:00 p.m.

Respectfully Submitted,
Bonnie Wilkins
City Clerk

THIS PAGE LEFT INTENTIONALLY BLANK

MINUTES

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

December 4, 2014 – 7:00 p.m.

CALL TO ORDER

Mayor Kaplan called the meeting to order at 7:37 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Mayor Pro Tem Pina.

ROLL CALL

Council present: Mayor Kaplan; Mayor Pro Tem Matt 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; Assistant City Attorney Tim George; Chief of Police George Delgado; Commander Bob Bohl; Commander Barry Sellers; Planning, Building and Public Works Director Dan Brewer; Transportation Manager Brandon Carver; Community Development Manager Denise Lathrop; Public Works Superintendant John Blackburn; Finance Director Paula Henderson; Budget Manager Cecilia Pollock; Co-Finance Director Dunyele Mason; Harbormaster Joe Dusenbury; Marina Maintenance Manager Scott Wilkins; Municipal Court Judge Veronica Alicea-Galvan; Parks, Recreation & Senior Services Director Patrice Thorell; City Clerk Bonnie Wilkins.

CORRESPONDENCE

There were no correspondences.

Mayor Kaplan asked for a moment of silence for former Councilmember Carmen Scott who passed away last week.

COMMENTS FROM THE PUBLIC

- James Payne, 807 S 194th Street; asks Council to vote no on the budget and to fund more police officers.
- Oscar Haynes, 26207 21st Place S; Drainage issues in the Landmarque Development.
- Veronica Walvatne, 2051 S 263rd Street; Drainage and warranty issues in the Landmarque Development.
- Ronald Shoup, 26171 21st Place S; Landscape issues in the Landmarque Development.
- Stephanie Slaughter, 26164 21st Place S; Concerned about protocol in the Landmarque Development.
- Rick Johnson, 28624 Redondo Beach Drive S; Gave Council an article from the Daily Journal of Commerce on the Redondo Boardwalk and would like to know what the City's thoughts are for repair/replacement.

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Councilmember Pennington:

- Process of 2015 Budget.
- Thanked the Community for attending the meeting.

Councilmember Sheckler:

- Spoke about the 2015 budget.

Councilmember Burrage:

- City's short term goals:
 - Sales tax equalization.

Mayor Pro Tem Pina:

- Thanked staff for all their hard work on the Redondo Boardwalk during the storm.
- Addressed the need for additional police officers and the 2015 budget.

Police Chief Delgado addressed Council and the public on police safety.

Councilmember Musser

- Pacific Middle School's Future City Program:
 - Council invited to Pacific on December 12th to meet with students.

Councilmember Nutting:

- Invited the Community to the Big Catch Plaza for the Annual Tree Lighting Ceremony.
- Federal Way Symphony Performing Handles Messiah:
 - Des Moines Beach Park.

PRESIDING OFFICER'S REPORT

- Thanked the homeowners of Landmarque Homes for coming to the meeting to express their concerns.
- Thanked staff for their response to Redondo and other issues where staff has been very responsive.
- Computer Science Education Week:
 - Hour of Code.
 - Pacific Middle School receiving a \$10,000 Technology Award
- Puget Sound Regional Council & Washington State Transportation Improvement Board:
 - Combined \$3,800,000 received to complete the Gateway Project.
- Addressed budget misinterpretations.
- Financial Audit Clean:
 - Accountability Audit:
 - Audit Finding.

ADMINISTRATION REPORT

- EMERGING ISSUES
 - Planning, Building and Public Works Director Brewer thanked Public Works and Marina staff for all their hard work during the Redondo storm and showed a U-Tube video of the storm. Harbormaster Dusenbury showed Council a power point presentation of the Boardwalk damage.

CONSENT AGENDA

- Item 1: APPROVAL OF MINUTES
Motion is to approve the minutes from the October 9th and October 23rd Regular City Council meetings.

- Item 2: SHORT TERM LEASE WITH BJORNSON MOTORS FOR THE USE OF DOCK SPACE IN THE MARINA GUEST MOORAGE AREA
Motion is for Council to ratify and confirm the short-term lease agreement between the City and Bjornson Motors for the use of 150 feet of the North Float in the Guest Moorage area for the rate of \$1,125.00 dollars per month and authorize the City Manager to sign the agreement substantially in the form as attached.
- Item 3: PUBLIC WORKS AND PARKS LANDSCAPE MAINTENANCE CONTRACT EXTENSION WITH NORTHWEST LANDSCAPE SERVICES (NLS)
Motion is to approve the Amendment to the Contract with Northwest Landscape Services for City Parks and Streetscape Maintenance Services in the amount of \$18,899.71, bringing the total amount for 2015 to \$112,322.49, and authorize the City Manager to sign said Contract Amendment substantially in the form as submitted.
- Item 4: ARTS COMMISSION RE-APPOINTMENTS
Motion is to confirm the Mayoral re-appointment of M. Luisa Bangs to an unexpired term on the City of Des Moines Arts Commission effective January 1, 2015 and expiring on December 31, 2015 and the re-appointment of Kristy Dunn, Kathy Isaac and Jean Munro to three year terms effective January 1, 2015 and expiring December 31, 2017.

Direction/Action

Motion made by Mayor Pro Tem Pina to approve the consent agenda; seconded by Councilmember Nutting.
The motion passed 7-0.

Mayor Kaplan moved New Business Item #1 ahead of the rest of the Agenda items.

NEW BUSINESS

- Item 1: UNIVERSITY OF WASHINGTON COMMUNITY ENVIRONMENT & PLANNING STUDENT PRESENTATION
Staff Presentation: Community Development Manager Denise Lathrop

Community Manager Lathrop introduced students from the University of Washington to present their Environment & Planning Student Presentation to Council.

No formal action was taken.

Mayor Kaplan took Old Business Item #2 before Old Business Item #1

OLD BUSINESS

- Item 2: 2014 BUDGET AMENDMENTS, SECOND READING
Staff Presentation: Finance Director Paula Henderson

Direction/Action

Motion made by Councilmember Musser to enact Draft Ordinance No. 14-225, as amended in the attached November 20, 2014 Finance Director's Second Draft relating to municipal finance, amending the 2014 budget adopted in Ordinance No. 1589; seconded by Councilmember Nutting.
The motion passed 7-0.

Mayor Kaplan Read Draft Ordinance No. 14-225 into the record.

- Item 1: ADOPTION OF YEAR 2015 BUDGET, SECOND READING
Staff Presentation: Finance Director Paula Henderson

Direction/Action

Motion made by Mayor Pro Tem Pina to enact Draft Ordinance No. 14-214 adopting the final budget for the City of Des Moines, Washington, for the fiscal year ending December 31, 2015; seconded by Councilmember Burrage.

Amendment made by Councilmember Sheckler to increase the Arts Commission budget by an additional \$2,500 for the fiscal year 2015; acceptable to the maker and the seconder of the motion.

Amendment made by Councilmember Burrage to reduce the Parks, Recreation & Senior Services Master Plan from \$50,000 to \$30,000 and to create a Code Abatement Fund with the remaining \$20,000; not acceptable to the maker of the motion.

Motion dies for a lack of a second.

Councilmember Nutting caps the number of Council meetings for 2015 to 23.

The original motion, as amended, passed 6-1.

For: Mayor Kaplan; Mayor Pro Tem Pina; Councilmembers Nutting, Musser, Sheckler and Pennington.

Against: Councilmember Burrage.

Mayor Kaplan read Draft Ordinance No. 14-214 into the record.

At 9:28 p.m. Councilmember Sheckler left the meeting.

NEW BUSINESS

- Item 2: PACIFIC HIGHWAY SOUTH LAND USE DESIGNATIONS (240TH NODE)
Staff Presentation: Community Development Manager Denise Lathrop

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

Motion made by Councilmember Nutting to extend the meeting to 10:20 p.m.; seconded by Councilmember Pennington.
The motion passed 6-0.

No formal action was taken.

- Item 4: DRAFT RESOLUTION NO. 14-211 PARKS, RECREATION & SENIOR SERVICES
NON-PROFIT FACILITY RATES
Staff Presentation: Parks, Recreation & Senior Services Director Patrice
Thorell

Direction/Action

Motion made by Councilmember Musser to approve Draft Resolution No. 14-211, authorizing reduced resident, governmental entity and non-profit rental rates and listing conditions under which such permission is granted, effective immediately; seconded by Councilmember Nutting.

The motion passed 5-1.

For: Mayor Kaplan; Mayor Pro Tem Pina; Councilmembers Nutting, Musser and Pennington.

Against: Councilmember Burrage.

- Item 5: 2015 DES MOINES CITY COUNCIL VISION, MISSION STATEMENT, GOALS AND
STRATEGIC OBJECTIVES
Staff Presentation: City Manager Tony Piasecki

Direction/Action

Motion made by Mayor Kaplan to adopt the Vision, Mission Statement, Goals and Strategic Objectives as amended by the City Council at the November 15, 2014 Council goal setting retreat; seconded by Councilmember Nutting.

Motion made by Mayor Kaplan to add work with our neighboring cities and Sound Transit to develop the best link light rail alternative for Des Moines to the short term objectives; acceptable to the maker and seconder of the motion.

Motion made by Mayor Kaplan to add continue to educate the business and development community through city process improvements and innovations; agreeable to the maker and the seconder of the motion.

The motion passed 6-0.

- Item 3: 2015 INTERGOVERNMENTAL POLICIES AND POSITIONS
Staff Presentation: City Manager Tony Piasecki

Direction/Action

Motion made by Mayor Pro Tem Pina to adopt the 2015 Intergovernmental Policies and Positions as submitted; seconded by Councilmember Nutting.

Motion made by Councilmember Burrage to change the wording of State of Washington Intergovernmental Positions Item #1 to read, "Des Moines supports legislation that distributes a portion of the local sales taxes on a per capita basis to more fairly distribute sales taxes to support services for low income and all City residents"

Amendment made by Councilmember Musser to change the wording of Item #1 to read "Des Moines supports legislation that distributes sales tax paid by our residents in effort to provide services that support social equity; agreeable to the maker and the seconder of the motion.

Motion made by Councilmember Pennington to move Item #14 to Item #5 and Item #17 to Item #9; agreeable to the maker and the seconder of the motion.

Motion made by Councilmember Musser to extend the meeting until 10:30 p.m.; seconded by Mayor Kaplan.
The motion passed 6-0.

Motion made by Mayor Kaplan to add an item to read, "City supports legislation that allows cities to impose moorage fees without incurring liability."

Motion made by Councilmember Musser to change the wording of Item #36 to read, "Continue implementation of court mandated K-12 funding reforms to provide adequate and equitable educational opportunities that prepare all students for college, career and citizenship, support the unique demographic needs of Southwest King County and the state's long-term economic vitality, and do so without negatively impacting existing funding levels for higher education or health and human services programs;" agreeable to the maker and the seconder of the motion.

Amendment made by Mayor Pro Tem Pina to move Item #17 to Item #10; agreeable with the maker and seconder of the motion.

Motion made by Councilmember Pennington to move Interjurisdictional and Regional Intergovernmental Positions Item #7 to Item #6.

The original motion, as amended, passed 6-0.

NEXT MEETING DATE

December 9, 2014 – Council Executive Session

ADJOURNMENT

Motion made by Mayor Pro Tem Pina to adjourn; seconded by Councilmember Nutting.
The motion passed 6-0.

The meeting was adjourned at 10:21 p.m.

Respectfully Submitted,
Bonnie Wilkins
City Clerk

MINUTES

DES MOINES CITY COUNCIL COUNCIL RETREAT Des Moines Activity Center 2045 S 216th Street, Des Moines

November 15, 2014 – 9:00 a.m. to 2:00 p.m.

CALL TO ORDER

Mayor Kaplan called the retreat to order at 9:05 a.m.

ROLL CALL

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

Councilmember Burrage arrived at 9:12 a.m.

Staff present: City Manager Tony Piasecki; Assistant City Manager Michael Matthias; Commander Bob Bohl, Commander Barry Sellers; Police Chief George Delgado; Parks, Recreation & Senior Services Director Patrice Thorell; Court Administrator Jennefer Johnson; Municipal Court Judge Veronica Alicea-Galvan; Co-Finance Director Paula Henderson; Co-Finance Director Dunyele Mason; Planning, Building and Public Works Director Dan Brewer; City Attorney Pat Bosmans; Marina Maintenance Manager Scott Wilkins; Harbormaster Joe Dusenbury; City Clerk Bonnie Wilkins

REVIEW OF 2014 STRATEGIC OBJECTIVES AND COUNCIL/CITY SUCCESSES

City Manager Piasecki initiated discussion and spoke on the achievements and successes of Council's short term strategic objectives.

REVIEW, DISCUSS AND MODIFY AS NEEDED THE CITY COUNCIL VISION AND MISSION STATEMENTS AND GOALS

2015 Des Moines City Council

Vision (No change)

An inviting, livable, safe waterfront community embracing change for the future while preserving our past.

Mission Statement (No change)

We protect, preserve, promote and improve the community by providing leadership and services reflecting the pride and values of Des Moines citizens.

Goals (No change)

The City Council reviewed, discussed and revised Council goals as follows:

1. Protect people and property
2. Promote economic growth, stability and vitality
3. Maintain the City's infrastructure
4. Enhance the City's infrastructure
5. Provide efficient and effective customer-oriented City services
6. Improve and enhance community communication
7. Preserve and celebrate the historic elements of the City
8. Encourage community involvement

9. Preserve livability for all generations
10. Participate in regional and state issues and decisions
11. Protect the natural environment

COUNCILMEMBERS PRESENT THEIR SHORT AND LONG TERM GOALS FOR THE CITY TO ADDRESS:

Councilmember Burrage:

- Sales Tax Equalization.

Councilmember Musser:

- Adopt a Marina Financial Sustainability Plan,

Councilmember Pennington:

- Public Safety.
- Marina Support.
- Overall Market Review.
- Retention and Attraction Plan.

Mayor Pro Tem Pina:

- Combine Marina/Parks & Recreation/Redondo.
- Support for Programs to Increase Public Safety.

Councilmember Nutting:

- Support Ongoing Efforts for Police Accreditation.
- Continue to Support the Development Efforts of the Des Moines Business Park.

Councilmember Sheckler:

- Support the Police Department Accreditation Efforts.
- Continue to support the Des Moines Business Park.

Mayor Kaplan:

- Continue to Remediate Nuisance Properties.
- Financial Sustainability Plan for the Marina.
- Aggressively Pursue Alternative Revenue Sources.
- Develop and Implement a Written Measurable Communication Plan.
- Develop and Implement an Economic Development Strategic Plan Including Business Retention and Attraction and Marketing and Branding.

Council revised the Strategic Objectives as follows:

Short Term

- Aggressively remediate nuisance properties.
- Implement and practice the City's Emergency Management Plan.
- Finalize and begin implementation of a Marina, Beach Park and Redondo Business Plan.
- Create and implement a financial sustainability plan for the Marina, including a public input process.
- Ensure that infrastructure is in place to support Marina District development.
- Aggressively pursue alternative revenue sources, including restoration of the state's Sales Tax Equalization program.
- Increase opportunities to recognize community members/organizations and City staff.
- Review and modify as needed regulations along commercial corridors.
- Develop and implement a written, measurable communications plan.

- Continue and enhance the City's collaborations with the educational communities.
- Pursue new transportation funding both legislative and local options.
- Develop and implement an economic development strategic plan, to include business retention and attraction and a marketing/branding program for the City.
- Maintain the Police Department's accreditation.
- Work with our neighboring cities and Sound Transit to develop the best Link Light Rail alternative for Des Moines.

Long Term

- Support on-going programs to improve public safety.
- Aggressively remediate nuisance properties.
- Implement an economic development strategic plan, to include business retention and attraction and a marketing/branding program for the City.
- Continue and enhance the City's collaborations with the educational communities.
- Develop a comprehensive facilities, infrastructure, and technology replacement and maintenance plan to include collaboration with other community partners/entities.
- Continue to educate the business and development community to City process improvements and innovations.
- Continue to support development opportunities on Port of Seattle-owned property in Des Moines.

At 11:15 a.m. Council took a break and the meeting resumed at 11:30 a.m.

The second half of the

Harbormaster Dusenbury started the second half of the retreat discussing Marina issues.

Study Session Topics for 2015:

- Internet/Telecommunications/Cable.
- Education Communities.
- Marina.
- Communications/User Interactions.
- Public Safety.

WRAP UP AND SUMMARY

Mayor Kaplan thanked Council and staff for their participation in retreat discussion.

The meeting was adjourned at 12:45 p.m.

Respectfully Submitted,
Bonnie Wilkins
City Clerk

THIS PAGE LEFT INTENTIONALLY BLANK

MINUTES
SPECIAL MEETING TO HOLD EXECUTIVE SESSION
December 4, 2014

CALL MEETING TO ORDER

The Special Meeting was called to order at 5:31 p.m. by Mayor Kaplan in Council Chambers.

ROLL CALL

Present were: Mayor Dave Kaplan; Mayor Pro Tem Matt 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; Assistant City Attorney Tim George; Human Resources Manager Maureen Murphy.

PURPOSE

The purpose of the Special Meeting was to hold an Executive Session to discuss labor negotiations under RCW 42.30.140(4)(a) and the performance of a public employee under RCW 42.30.110(1)(g).

At 6:10 p.m. Councilmember Sheckler joined the meeting and Assistant City Manager Matthias, City Attorney Bosmans, Assistant City Attorney George and Human Resources Manager Murphy left the meeting.

At 6:49 p.m. Mayor Kaplan extended the meeting until 7:15 p.m. At 7:07 p.m. Mayor Kaplan extended the Executive Session until 7:30 p.m. At 7:30 p.m. Mayor Kaplan extended the Executive Session until 7:40 p.m.

No formal action was taken.

ADJOURNMENT

The Special Meeting was adjourned at 7:36 p.m.

Respectfully submitted,
Tony Piasecki
City Manager

THIS PAGE LEFT INTENTIONALLY BLANK

MINUTES
SPECIAL MEETING TO HOLD EXECUTIVE SESSION
December 9, 2014

CALL MEETING TO ORDER

The Special Meeting was called to order at 5:29 p.m. by Mayor Kaplan in Council Chambers.

ROLL CALL

Present were: Mayor Dave Kaplan; Mayor Pro Tem Matt Pina; Councilmembers Jeremy Nutting, Melissa Musser, Jeanette Burrage, Bob Sheckler and Vic Pennington.

PURPOSE

The purpose of the Special Meeting was to hold an Executive Session to discuss the performance of a public employee under RCW 42.30.110(1)(g).

No formal action was taken.

ADJOURNMENT

Motion made, in Council Chambers, by Councilmember Nutting to adjourn; seconded by Councilmember Pennington.

The motion passed 6-0.

Councilmember Sheckler was not present in Council Chambers at the time of the vote.

The Special Meeting was adjourned at 5:50 p.m.

Respectfully submitted,
Bonnie Wilkins
City Clerk

THIS PAGE LEFT INTENTIONALLY BLANK

CITY OF DES MOINES
Voucher Certification Approval

8-Jan-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 **Jan 08, 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.

Claims Vouchers:		Numbers				Amounts	
Total A/P Checks/Vouchers		141197	-	141710	514	3,331,039.58	
Electronic Wire Transfers	9	Meritain Health, WA Dep of Rev, BOA Visa, Bank of NY, Dept Lic/Firearms				989,057.74	
Subtotal for this Council Packet						4,320,097.32	
Voided Claim Checks this check run:		141597			1	(160.00)	
Voided Claim Checks from previous check runs		140794	140890		2	(1,372.50)	
Total Claims/Wire Transfers/Voids						526	4,318,564.82
Payroll Vouchers:		DISBURSED 11/20/14				Amounts	
Payroll Checks		18566	-	18571	=	6	9,668.01
Direct Deposit		470001	-	470145	=	145	278,765.47
Payroll Taxes							60,998.31
Wage/Garnishments							688.80
Voids						0	0.00
Electronic Wire Transfers							76,465.51
ICMA 401 Forfeitures							0.00
Total Claims							426,586.10
Payroll Vouchers:		DISBURSED 12/05/14				Amounts	
Payroll Checks		18572	-	18580	=	9	12,809.82
Direct Deposit		490001	-	490156	=	156	348,408.29
Payroll Taxes							85,254.65
Wage/Garnishments							572.07
Voids						0	0.00
Electronic Wire Transfers							94,527.65
ICMA 401 Forfeitures							0.00
Total Claims							541,572.48
Payroll Vouchers:		DISBURSED 12/19/14				Amounts	
Payroll Checks		18581	-	18584	=	4	7,019.04
Direct Deposit		510001	-	510156	=	156	292,244.68
Payroll Taxes							65,021.43
Wage/Garnishments							572.07
Voids						0	0.00
Electronic Wire Transfers							73,232.01
ICMA 401 Forfeitures							0.00
Total Claims							438,089.23
Total certified Wire Transfers,Voids, A/P & Payroll vouchers for Jan 08, 2015							5,724,812.63

THIS PAGE LEFT INTENTIONALLY BLANK

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Consultant Contract Amendment:
Transportation Project Manager – Leonard D.
Madsen

FOR AGENDA OF: January 8, 2015

DEPT. OF ORIGIN: Planning, Building & Public
Works

ATTACHMENTS:

DATE SUBMITTED: December 16, 2014

1. Proposed Amendment 9: Madsen Contract (2015)
2. Contract for Project Management Services between the City of Des Moines and Leonard D. Madsen, January 12, 2009
3. Amendment #8: Madsen Contract (2014)
4. 2015-2020 CIP

CLEARANCES:

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

APPROVED BY CITY MANAGER
FOR SUBMITTAL: AI

Purpose and Recommendation

The purpose of this agenda item is to request Council's approval of a contract amendment (refer to Attachment 1) with Leonard D. Madsen for professional transportation management services thru December 31, 2015. The following motion will appear on the consent calendar.

Suggested Motion

Motion: "I move to approve Amendment 9 to the Contract with Leonard D. Madsen, continuing professional project management services for the Transportation Gateway Project from February 1 through December 31, 2015 not to exceed \$77,500, and authorize the City Manager to sign the contract amendment substantially in the form submitted."

Background

Mr. Madsen has assisted the City in implementing specific transportation improvements since 2005. Recently he serves as the transportation project manager for the three major capital improvements collectively referred to as Transportation Gateway Project. The original contract (refer to attachment 2) was approved in 2009. Since that time, he has been assisting the City in design, right-of-way acquisition and construction of improvements for the three project phases. The term of that contract, via Amendment #8 (refer to Attachment 3), was extended thru January 31, 2015. Acting as a Special Project Manager, he has intimate knowledge of the project, including finalizing the design process,

clearing title to right-of-way, developing agreements with property owners, coordinating with local utilities and securing funding with the Puget Sound Regional Council, the Washington State Transportation Improvement Board, the Washington State Public Works Trust Board, the Port of Seattle, the Federal Highway Administration (FHWA) and the Washington State Freight Mobility Strategic Investment Board. He coordinates design and right of way work for the City including the engineering contract with KPG.

The three Transportation Gateway Project phases managed by Mr. Madsen in the City's CIP include: S. 216th Street Segment 1- A (SR99 to 24th Avenue S); S. 216th Street Segment 2 (18th Avenue S. to 24th Avenue S); and 24th Avenue S. Improvements (S. 216th St to S. 208th St). Accomplishments in 2014 included:

1. **S. 216th Street Segment 1-A:** Mr. Madsen assisted the City in managing design and engineering to expedite right of way and construction phases. He helped gain WSDOT approval of revised right of way plans and the related project funding estimate as required under state guidelines for federally funded projects to acquire right of way. He assisted the city in shifting the boundaries, and preparing/presenting the following funding applications:
 - The Puget Sound Council of Governments Project Evaluation Committee (ROW phase; \$1million – status: awarded, subject to FHWA approval, January, 2015)
 - The Washington State Freight Mobility Investment Board (construction phase ; \$892,000 or 10.9% of project costs - status: awarded)
 - The Public Works Trust Fund (construction phase ; \$3 million; - status: recommended pending, 2015 Washington legislative appropriation)
 - The Washington State Transportation Improvement Board (construction phase, \$2.8 million - status: awarded)
2. **S. 216th Street Segment 2:** Mr. Madsen Assisted the City in closing out the project including the TIB grant and utility agreements. Mr. Madsen assisted a Washington State special audit of the project. Mr. Madsen assisted with ribbon cutting preparations, in collaboration with the Port of Seattle, to celebrate progress on the Transportation Gateway Project and the Des Moines Creek Business Park groundbreaking
3. **24th Avenue S (Connecting 24th/28th Avenue S):** A Construction and construction engineering contract was awarded in August, 2013 and this federally funding project is nearing completion. Mr. Madsen provided oversight of engineering, construction and utility agreements. He helped coordinate the project with the City of SeaTac who are scheduled to begin construction of improvements between S. 208th Street and S. 200th Street in 2015 creating a 5 (five) lane arterial to SeaTac International Airport as well as a direct connection to the new Sound Transit light rail station at S. 200th Street. He assisted in a Washington State special audit of the project.

Discussion

Subject to Council approval of this agreement, Mr. Madsen will continue to assist the City to implement the Transportation Gateway Project. He will help advance right-of-way acquisition on S. 216th Street, Segment 1-A corridor, the last major link for the Transportation Gateway Project. The ROW phase of the project has been programmed for adoption in the Washington State Transportation Improvement Program (STIP) in January, 2015. Thereafter, he will assist in federal obligation of ROW funds and manage the associated grant and activities. He will provide oversight of the City's consultants in the procurement process. He will also manage the City's engineering contract to prepare final bid documents in preparing the project for advertizing and construction in 2016. Mr. Madsen will continue to assist in the management of grant and contract funds for this project.

Mr. Madsen will also assist the City in closing out the 24th Avenue S. project. While the project is nearing completion, some work is weather dependent and may slide into 2015. Underground utility agreements will require oversight and administration during closeout. Coordination with the Port of Seattle developer and City of SeaTac regarding the project's transition at S. 208th Street will continue as SeaTac prepares to advertize and begin construction in 2015 (SeaTac Connecting 28th/24th Avenue Project).

Mr. Madsen's work has been exemplary including coordination of work with staff, the community, technical agencies and the City Council to advance these capital projects through design, right-of-way acquisition, construction engineering and construction. Broad public and agency involvement is required to design and construct these improvements. The City Council modified the engineering services agreement with KPG to proceed with ROW acquisition and finalize bid documents on S. 216th Street Segment 1-A. Modification of plans for S. 216th St Segment 1-A is underway and being reviewed by WSDOT. Madsen will concurrently coordinate this work with the consultant, utilities, technical review agencies, and landowners to expedite project implementation.

The level of effort is estimated to be 16 to 20 hours per week to perform this work.

Financial Impact

The costs for this contract extension and continued project management of the Transportation Gateway project can be accommodated from the current capital budgets for S. 216th Street, Segment 1-A and the 24th Avenue South Improvements. This work is exclusively funded by CIP monies dedicated for transportation improvements.

Recommendation

Staff requests that Council approve the proposed motion.

Concurrence

Legal, Finance and Planning, Building and Public Works Departments are in agreement.

THIS PAGE LEFT INTENTIONALLY BLANK

**AMENDMENT #9 TO THE CONTRACT FOR PROFESSIONAL
TRANSPORTATION MANAGEMENT SERVICES**

This is an addendum/amendment to the Contract for Professional Transportation Management Services executed between the CITY OF DES MOINES, hereinafter referred to as the "City" and LEONARD D. MADSEN (Mr. Madsen) on January 12, 2009, as last amended on December 9, 2014. This addendum/amendment will amend the Compensation for the term of the current phase of the Contract.

Paragraph 5 of said Contract is amended to add the following:

4. Compensation.

Compensation for extension of this contract for the period described in paragraph 5 shall not exceed \$77,500, payable at a rate of \$74.50 per hour for direct and indirect costs.

Paragraph 5 of said Contract is amended to read, in pertinent part as follows:

5. Term.

The term of this Contract shall be from February 1, 2015 to December 31, 2015.

Except as modified hereby, all terms and conditions of said contract shall remain in full force and effect.

IN WITNESS WHEREOF, four (4) identical counterparts of this Contract Addendum/Amendment, each of which shall be deemed an original, have been executed by the parties this _____ day of _____, 2015.

CITY OF DES MOINES

LEONARD D. MADSEN

By _____
Anthony A. Piasecki, City Manager

By _____

Dated _____

Dated _____

By Direction of the Des Moines City Council in Open Public Meeting on January 8, 2015.

APPROVED AS TO FORM:

City Attorney

THIS PAGE LEFT INTENTIONALLY BLANK

CONTRACT FOR PROFESSIONAL TRANSPORTATION MANAGEMENT SERVICES
Between
THE CITY OF DES MOINES
and
LEONARD D. MADSEN

THIS CONTRACT is made and entered into between the CITY OF DES MOINES, a Washington Municipal Corporation ("the City") and Leonard D. Madsen ("Mr. Madsen").

WHEREAS, the City has adopted the 2009 Capital Improvement Program and desires to advance engineering and eventually construction of improvements commonly known as the City of Des Moines Transportation Gateway Project including S. 216th Street Improvements (Segments 1 and 2) as well as improvements to 24th Avenue South north of South 216th Street;

WHEREAS, it is necessary for the City to secure project management services to assist in overseeing potential professional services for planning, pre-design, engineering, right of way, construction and construction management;

WHEREAS, Mr. Madsen, has adequately demonstrated the ability to provide management services functioning in the recent past as the interim City Transportation Engineer and 16th Avenue South Project Manager;

THEREFORE, in consideration of the mutual promises and covenants herein contained, to be kept, performed, and fulfilled by the parties, and other good and valuable consideration, it is mutually agreed as follows:

1. Scope of Service. Mr. Madsen shall serve as Special Transportation Project Manager for the Des Moines Gateway Project. Coordination of ongoing work related to the Gateway capital improvement projects and agreements including work of staff and consulting engineers. The project may be phased dependent upon the outcome Council approval of the following tasks:

- Draft a request for qualifications and assist the City in selection of professional engineering services for all phases of the project including design, PS&E, right of way plans and construction management. It is intended that this work proceed incrementally to scope and manage the work consistent with Council contract approval.
- Pending approval of a design contract, oversee work of consulting engineers to develop a design report, including a physical survey of the right of way. The design report shall be presented to the City Council including recommendations for phased design and/or construction of the Gateway project. Said work will include technical coordination with agencies and a community meeting during predesign process culminating in a recommended plan for approval the City Council.

- o Manage ongoing design work consistent with the Design Report recommendations and direction of the City's Assistant Planning, Building, and Public Works Director.
- b. Assist the City in drafting and managing agreements with property owners, funding partners and utilities to advance the project as necessary during design and construction phases.
- c. Assist the City in drafting and managing a communications strategy for the project.
- d. Assist the City in forming and managing a technical stakeholders advisory group to provide input on the design report prepared for the project.
- e. Provide recommendations for payment of invoices in excess of the signing authority provided herein.
- f. Provide monthly updates on the status of the project.
- g. Obligate City funds and reimburse expenditures not to exceed \$5,000 as provided above and consistent with the adopted 2009 budget.
- h. Coordinate work under the direction of Dan Brewer, PE, Assistant Public Works Director.

2. Contractor's Obligations. All labor, materials, tools, software, equipment, utilities, services, and all other things necessary or required in the satisfactory performance of the work shall be furnished by the Mr. Madsen. The Contract will be performed and completed under the supervision of and subject to the approval of the City or its authorized representatives, except that the City shall provide Mr. Madsen with access to the City's computer systems, support staff including, but not limited to a civil engineer, engineering technician, right of way inspector and clerical assistance and office/work space when appropriate; and certain resources such as a City code book, files pertaining to the projects listed in Section 1 of this agreement, and a "door fob" for after hours access to City Hall, all of which shall be returned to the City at the end of the Contract term noted in Section 5, unless extended by mutual written agreement.

3. Records and Documents. All data, documents, and files created by Contractor under this Agreement may be stored at City facilities, or at Mr. Madsen's residence until such time as this contract expires or is terminated, at which time they will be turned over to the City. Mr. Madsen shall make such data, documents, and files available to the City upon its request at all reasonable times for the purpose of editing, modifying, and updating as necessary. Duplicate copies of this information shall be provided to the City upon its request, and at reasonable cost.

4. Compensation. In consideration for the complete and faithful performance of the Contract, Mr. Madsen shall be paid as follows: Excepting changes and modifications agreed upon, Contractor shall be paid sixty five dollars (\$65.00) per hour for direct and indirect costs

and fees. The consultant is expected to work on average about 26 hours per week, although it is recognized that the work effort may fluctuate, unless modified by mutual agreement with the Assistant Planning, Building, and Public Works Director. The total compensation paid under this contract shall not exceed \$90,000.00 without prior written approval. Mr. Madsen shall submit monthly detailed invoices in a timely manner, in a form acceptable to the City's authorized representative(s), describing dates of service, services performed, and time expended. Invoices shall be paid within thirty (30) days of receipt.

5. **Term.** The term of this Contract shall be from January 9, 2009 to December 31, 2009. . This Contract may be extended upon written agreement of both parties. Performance of the consulting services under this contract may be terminated for any cause deemed sufficient by either the City or Mr. Madsen, in whole or in part, at any time, by either party giving the other written notice of such termination, specifying the extent and effective date thereof, but not sooner than fourteen (14) days from date of such notice, providing that the Mr. Madsen shall complete and be compensated for any projects or duties previously assigned and accepted, and shall be compensated for all expenses incurred or committed to, that cannot be canceled.

6. **Performance Standards.** The services, and all duties incidental or necessary thereto, shall be conducted and performed diligently and competently and in accordance with professional standards of conduct and performance.

7. **Record Keeping.** All records or papers of any sort relating to the City and the project will at all times be the property of the City and shall be surrendered to the City upon request. All information concerning the City and said services, which is not otherwise a matter of public record or required by law to be made public, is confidential, and Mr. Madsen will not, in whole or in part, now or at any time, disclose that information without the express written consent of the City Attorney.

8. **Assignment.** Mr. Madsen shall not assign this contract or any interest herein, nor any money due or to become due hereunder without first obtaining the written consent of the City, nor shall Mr. Madsen subcontract any part of the consulting services to be performed hereunder, without first obtaining the consent of the City.

9. **Modification.** No change, alteration, modification, or addition to this Contract will be effective unless it is in writing and properly signed by both parties.

10. **Independent Contractor.** The services provided by Mr. Madsen under this Contract are provided as an independent Contractor. Nothing in this Contract shall be considered to create the relationship of employer and employee between the parties. Neither Mr. Madsen nor any employee of Mr. Madsen shall be entitled to any benefits accorded City employees by virtue of the services provided under this Contract. The City will not be responsible for withholding or otherwise deducting federal income tax or social security payments, or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor.

11. Indemnification. The City releases and agrees to indemnify, defend, and hold harmless Mr. Madsen from any and all actions, errors or omissions, claims, damages, or injuries to persons or property, penalties, obligations or liabilities arising out of or related to services performed by Mr. Madsen that are within the course and scope of work performed for the City under this contract. Mr. Madsen releases and agrees to indemnify, defend, and hold harmless the City, its officers, employees, and consultants, from any and all actions, claims damages or injuries arising out of or related to the acts or omissions of Mr. Madsen, up to \$1 million, that are not under control of the City and are not within the scope of this contract.

12. Liability Insurance. Mr. Madsen shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors as follows:

- a) Automobile Liability insurance with limits no less than \$500,000 combined single limit per accident for bodily injury, and property damage \$100,000 each accident, with the City added an additional insured for all driving that is required to perform the services outlined in Section 1. of this agreement. Mr. Madsen shall provide proof of such insurance prior to performing; and
- b) Mr. Madsen will be responsible for paying for Workers' Compensation coverage required by the Industrial Insurance laws of the State of Washington.

13. Dispute Resolution Procedures.

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

b) **Venue, Applicable Law and Personal Jurisdiction.** All questions related to this Contract shall be resolved under the laws of the State of Washington. In the event that either party deems it necessary to institute legal action arising from this Contract, such action shall be instituted in the King County Superior Court. The parties each consent to the personal jurisdiction of such court. Except as otherwise provided by law, it is expressly understood that

Professional Services Contract
 Leonard D. Madsen
 Page 5 of 5

neither party can institute any legal action against the other based on this Contract until the parties have exhausted the mediation procedures required by the previous paragraph.

14. Severability. If any term, provision, covenant, or condition of this Contract is held by a court of competent 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.

15. Waiver. The waiver by either party of any breach of any term, condition, or provision of the Contract 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 Contract.

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

17. Time of Essence. Time is of the essence for each and all of the terms, covenants, and conditions of this Contract.

18. Concurrent Originals. This Contract may be signed in counterpart originals.

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

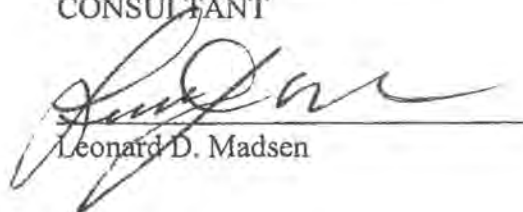
IN WITNESS THEREOF, three (3) identical counterparts of this Contract, each of which shall be deemed an original thereof, have been duly executed by the parties herein named, on the day and year first above written.

CITY OF DES MOINES

By 
 Anthony A. Plasecki
 Its City Manager

As authorized by the Des Moines City Council
 in open public session on January 8, 2009

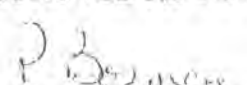
CONSULTANT


 Leonard D. Madsen

Dated 1/12/09

Dated 1/12/09

APPROVED AS TO FORM:


 City Attorney

THIS PAGE LEFT INTENTIONALLY BLANK

**AMENDMENT #8 TO THE CONTRACT FOR PROFESSIONAL
TRANSPORTATION MANAGEMENT SERVICES**

This is an addendum/amendment to the Contract for Professional Transportation Management Services executed between the CITY OF DES MOINES, hereinafter referred to as the "City" and LEONARD D. MADSEN (Mr. Madsen) on January 12, 2009, as last amended on June 30, 2014. This addendum/amendment will amend the term of the current phase of the Contract.

Paragraph 5 of said Contract is amended to add the following:

5. Term.

The term of this Contract shall be from January 1, 2015 to January 31, 2015.

Except as modified hereby, all terms and conditions of said contract shall remain in full force and effect.

IN WITNESS WHEREOF, four (4) identical counterparts of this Contract Addendum/Amendment, each of which shall be deemed an original, have been executed by the parties this 9th day of Dec., 2014.

CITY OF DES MOINES

By 
Anthony A. Piasecki, City Manager

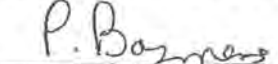
Dated 12-9-2014

LEONARD D. MADSEN

By 

Dated 12/5/14

APPROVED AS TO FORM:


City Attorney

THIS PAGE LEFT INTENTIONALLY BLANK



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					43
IMPROVEMENTS	3,923,553				-			3,500,000	423,553			
INSPECTION	511,271				-			350,000	161,271			
CONTINGENCY	475,000				50,000			275,000	200,000			
Utility Undergrounding	104,400								104,400			
Highline Water District	39,500								39,500			
OTHER	-											
TOTAL	\$ 7,459,113	\$ 670,551	\$ 31,120	\$ 63,718	\$ 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	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		

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 activity. With pending 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.

44

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.



2015 - 2020 CAPITAL IMPROVEMENT PLAN

Transportation CIP Fund

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Transportation	PROJECT NO.	319.300
PROGRAM	Des Moines Transportation Gateway	Project Type:	Capacity
PROJECT	24th Avenue South Improvement Project	Council Goals met:	1, 2, 3
		Council Objectives met:	
		Project Status	Adopted
LOCATION	24th Avenue South - South 216th Street to South 208th Street		
DESCRIPTION:	Reconstruct roadway to five-lane cross section.		

EXPENDITURE SCHEDULE													
COST ELEMENTS	TOTAL*	Prior Years	FY 12 Act	FY 13 Act	FY 14 Amend	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20	
ADMIN (CITY STAFF)	\$ 204,825	\$ 79,065	\$ 31,811	\$ 38,949	\$ 51,051	\$ 40,000	\$ 15,000						
CIP PROJ MANAGEMENT	63,066			13,066	41,935	30,000	20,000						
DESIGN / ENGINEERING	1,036,918	875,413	101,365	30,140	64,860	30,000							
LAND	322,460	322,460			-								
LAND - Prologis	208,390	208,390			-								
LAND - Port of Seattle	488,370	488,370			-								
ROW SERVICES	157,498	72,113	84,903	482	(482)								
IMPROVEMENTS	4,305,756			946,853	3,077,182	3,058,903	300,000						
INSPECTION	796,323			223,500	464,500	472,823	100,000						
CONTINGENCY	150,000				700,000	50,000	100,000						
Underground PSE Utilities	145,770		-		134,197	145,770							
PSE Sch. 74 Construction Agreement	250,000				250,000	250,000							
Comcast	59,676		-		74,158	59,676							
CenturyLink (Qwest)	70,291		-		85,979	70,291							
Midway Sewer	-		-		-	-							
Highline Water District	557,660		-		540,580	557,660							
Miscellaneous	-		-		-	-							
TOTAL	\$ 8,817,003	\$ 2,045,811	\$ 218,079	\$ 1,252,990	\$ 5,483,959	\$ 4,765,123	\$ 535,000						

FUNDING SOURCES	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	
PWTF Loan - Design (Confirmed)	\$ 330,000	\$ 330,000	\$ -	\$ -	\$ -	\$ -							
PWTF Loan - Construction (Unconfirmed)	-	-											
WSDOT Ped & Bike Program (Unconfirmed)	-	-											
FHWA - STP (Confirmed)	3,000,000	-		\$ 817,284	2,182,716	2,182,716							
POS D.A. FEES (Confirmed)	3,500,000	-		3,500,000	-								
POS ROW Agreement	488,370	488,370			-								
ROW In-Lieu - Prologis (Received)	208,390	208,390			-								
IN-LIEU FEES - Prologis (Received)	820,000	820,000			-								
TIB (Unconfirmed)	-	-	-		-								
Traffic Impact Fees	330,593	27,952	-		152,641	152,641	150,000						
King County Metro (Confirmed)	-	-			-								
Comcast	134,240	-	-		134,240	134,240							
CenturyLink (Qwest)	30,805	-	-		30,805	30,805							
PSE Gas	50,218	-	5,280		44,938	44,938							
Midway Sewer District	-	-	-		-								
Highline Water District	617,660	-	-	60,000	540,580	557,660							
Transportation CIP Fund	(693,273)	171,099	212,799	(3,124,294)	2,398,039	1,662,123	385,000						
TOTAL	\$ 8,817,003	\$ 2,045,811	\$ 218,079	\$ 1,252,990	\$ 5,483,959	\$ 4,765,123	\$ 535,000						



2015 - 2020 CAPITAL IMPROVEMENT PLAN Transportation CIP Fund

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Transportation	PROJECT NO.	319.300
PROGRAM	Des Moines Transportation Gateway	Project Type:	Capacity
PROJECT	24th Avenue South Improvement Project	Council Goals met:	1, 2, 3
		Council Objectives met:	
		Project Status	Adopted
LOCATION	24th Avenue South - South 216th Street to South 208th Street		

*Excludes FY 14 Amd

JUSTIFICATION:

The need for five-lane roadway with pedestrian and bicycle facilities along 24th Avenue South is identified in the City's Comprehensive Transportation Plan and the six-year Transportation Improvement Plan. Numerous development projects are planned along this corridor, including the Des Moines Creek Business Park and aviation logistics facilities in the City of SeaTac. 24th Avenue South is part of a planned corridor connection to a future SR509 interchange via the 24th/28th Avenue alignment planned by the City of SeaTac.

This project includes improvements that will be required when the Des Moines Creek Business Park and other business projects develop. These improvements include, but are not limited to, frontage and access improvements on 24th Avenue South. It is anticipated that in-lieu fees will be collected for these development-related improvements. The in-lieu fees indicated should be considered a place holder, and the actual in-lieu fee amount is subject to change as determined during plan review.

With the development of the Des Moines Creek Business Park and other potential developments in the immediate area, planning and design for the 24th Avenue South corridor cannot be delayed. The City secured a PWTf planning loan to design improvements for this corridor.

SCOPE OF WORK:

An 85% design level estimate of probable costs are included in this budget including revisions to the S. 216th St/24th Avenue S. intersection with roadway transitions and median improvements. A design report (December 2010) includes design recommendations for this project including final engineering, environmental analysis, and permit documents. Preparation of final plans specifications and estimates to be completed by a consultant in March 2011. The project includes construction by a contractor of the following improvements: installation of curbs, gutters, sidewalks, planters, and bicycle lanes on both sides of the street, widening the road with asphalt pavement, installing center medians where feasible, constructing a new street lighting system, undergrounding storm water, overhead communications, and electrical distribution lines. Midway Sewer District may request and fund additional improvements. Right-of-way is scheduled to be acquired and cleared in 2011 allowing construction to proceed in 2012 if funding becomes available. Construction engineering and inspection will be done by a consultant.

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Consultant Contract Amendment –
Grant Fredricks

AGENDA OF: January 8, 2015

DEPT. OF ORIGIN: Planning, Building &
Public Works

ATTACHMENTS:

DATE SUBMITTED: December 29, 2014

1. Proposed Amendment/Addendum 3 to Services Agreement with Grant Fredricks
2. Services Agreement with Grant Fredricks dated January 2, 2014 with 1st Addendum dated October 13, 2014 and 2nd Addendum dated December 23, 2014.

CLEARANCES:

☒ Legal 16

☐ Finance

☐ Marina N/A

☐ Parks, Recreation & Senior Services N/A

☒ Planning, Building & Public Works 136

☐ Police N/A

**APPROVED BY CITY MANAGER
FOR SUBMITTAL:** 

Purpose and Recommendation:

The purpose of this item is for the City Council to approve a contract amendment/addendum with Grant Fredricks for 2015 consulting services in the areas of priority policy and economic development identified by the City Council and City Manager including but not limited to the Federal Way Link Extension, Zoning and Subdivision Code changes, and other economic development. The proposed amendment/addendum is provided for in the 2015 adopted budget. The following motion will appear on the Consent Calendar:

Suggested Motion:

Motion: “I move to approve Amendment/Addendum 3 to the Contract with Grant Fredricks, continuing professional consulting services through December 31, 2015 with a total not to exceed \$50,000 for 2015 services, and authorize the City Manager to sign the contract amendment substantially in the form submitted.”

Background:

Mr. Fredricks has been providing management consulting services under contract since January 2013 following his retirement from the City in November 2012. As a State Personnel System (PERS) 2 retiree, he may work up to 867 hours a year (approximately 17 hours a week on average) for employers covered by PERS such as the City. In 2013 he worked a total of 800 hours and in 2014 he is contracted to work 500 hours for the City.

Most of his 2014 time has been spent on economic development, the Link Light Rail extension to Federal Way (FWLE) with a stop at Highline College/Kent-Des Moines Road, development of the Des Moines Creek Business Park, updating the City's development regulations to make the City more attractive for development and better serve the community, and budget and organizational development. These activities were all identified as priorities in the January 2014 City Council retreat.

Discussion

Mr. Fredricks has been generally working in Des Moines five days a month and also working from his home office when it's not necessary to commute to City Hall. He occasionally participates in City Council meetings and sometimes represents the City on working groups and committees.

Mr. Fredricks is currently working under a \$60,000 (500 hour) City Council-approved contract for 2014.

In 2015, he will be working on FWLE analysis and official City response to the Draft EIS, expected to be publicly released in March or April 2015. Once the 45-day public comment period is closed, he will represent the City on the FWLE Interagency Work Group as it prepares its recommendations for the Sound Transit Board on a Preferred Alternative. Once selected, Sound Transit will complete its environmental analysis and publish a Final EIS for the project. He will also be working on Council-directed changes to the Zoning Code and other development regulations.

Alternatives

Council may chose not to approve the contract amendment in which case Mr. Fredricks will wrap up and hand off his ongoing efforts to the Planning Building & Public Works Director, who may be forced to scale back his Department's planning and policy development work because of the current level of staffing and current activity.

Financial Impact

The adopted 2015 Budget was developed to accommodate up to \$50,000 in services provided by contract as proposed.

Recommendation/Conclusion:

Staff recommends that Council approve the proposed contract Addendum.

THIRD CONTRACT AMENDMENT/ADDENDUM
CONTRACT FOR SERVICES BETWEEN
THE CITY OF DES MOINES AND GRANT FREDRICKS

THIS AMENDMENT/ADDENDUM is entered into on this ____ day of January 2015, pursuant to that certain Contract entered into on the 2nd day of January, 2014 and as amended on October 13, 2014 and December 23, 2014, between the **CITY OF DES MOINES, WASHINGTON** (hereinafter "City"), and **GRANT FREDRICKS** (hereinafter "VENDOR").

The parties herein agree that the Contract dated January 2, 2014, shall remain in full force and effect, except for the amendments/addendums set forth as follows:

I) **SECTION II** of Contract dated January 2, 2014, is hereby amended to read as follows:

II. **TIME OF COMPLETION.** Upon the effective date of this Amendment/Addendum, Vendor shall complete the work and provide all goods, materials, and services by December 31, 2015.

II) **SECTION III** of Contract dated January 2, 2014 and as amended October 13, 2014 and December 23, 2014, is hereby amended to read as follows:

III. **COMPENSATION.** The City shall pay the Vendor an amount not to exceed \$50,000 for services performed in 2015, at a rate of \$120.00 per hour, for the goods materials, and services contemplated in this Agreement. Vendor shall invoice the City not later than the 5th of the following month. The invoice will include an itemized work summary.

Except as modified hereby, all other terms and conditions of contract dated January 2, 2014, remain in full force and effect.

Page 2 of 2

SERVICES AGREEMENT
between the City of Des Moines and Grant Fredricks

THIS AGREEMENT is made by and between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and Grant Fredricks dba Fredricks Management Consulting (hereinafter the "Vendor") as a personal services contract not to exceed \$50,000 in value and expiring December 31, 2014.

AGREEMENT

I. DESCRIPTION OF WORK.

Vendor shall provide the following goods and materials and/or perform the following services for the City. Working with other City staff, assist in:

1. Planning for the extension of light rail through Des Moines.
2. Developing the Des Moines Creek Business Park.
3. Updating the Zoning Code along the Pacific Highway South corridor and in other commercial zones in the City.
4. Helping promote economic development.
5. Commercially developing the Marina.
6. Advising the City Council on policy and other matters.
7. Working on other City Manager assignments as directed.

Vendor acknowledges and understands that it is not the City's exclusive provider of these goods, materials, or services and that the City maintains its unqualified right to obtain these goods, materials, and services through other sources.

II. TIME OF COMPLETION. Upon the effective date of this Agreement, Vendor shall complete the work and provide all goods, materials, and services by December, 31, 2014.

III. COMPENSATION. The City shall pay the Vendor an amount not to exceed \$50,000, at a rate of \$120.00 per hour, for the goods, materials, and services contemplated in this Agreement. Vendor shall invoice the City not later than the 5th of the following month. The invoice will include an itemized work summary.

If the City objects to all or any portion of an invoice, it shall notify Vendor and reserves the option to only pay that portion of the invoice not in dispute. In that event, the parties will immediately make every effort to settle the disputed portion.

- A. **Defective or Unauthorized Work.** The City reserves its right to withhold payment from Vendor for any defective or unauthorized goods, materials or services. If Vendor is unable, for any reason, to complete any part of this Agreement, the City may obtain the goods, materials or services from other sources, and Vendor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Agreement price specified above. The City further reserves its right to deduct these additional costs incurred to complete this Agreement with other sources, from any and all amounts due or to become due the Vendor.
- B. **Final Payment: Waiver of Claims.** VENDOR'S ACCEPTANCE OF FINAL PAYMENT SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY VENDOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

IV. INDEPENDENT CONTRACTOR. The parties intend that an Independent Contractor-Employer Relationship will be created by this Agreement and that the Vendor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement.

V. TERMINATION. Either party may terminate this Agreement, with or without cause, upon providing the other party thirty (30) days written notice at its address set forth on the signature block of this Agreement.

VI. CHANGES. The City may issue a written amendment for any change in the goods, materials or services to be provided during the performance of this Agreement. If the Vendor determines, for any reason, that an amendment is necessary, Vendor must submit a written amendment request to the person listed in the notice provision section of this Agreement, section XIV(D), within fourteen (14) calendar days of the date Vendor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Vendor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Vendor on all equitable adjustment. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Vendor shall proceed with the amended work upon receiving either a written amendment from the City or an oral order from the City before actually receiving the written amendment. If the Vendor fails to require an amendment within the time allowed, the Vendor waives its right to make any claim or submit subsequent amendment requests for that portion of the contract work. If the Vendor disagrees with the

equitable adjustment, the Vendor must complete the amended work; however, the Vendor may elect to protest the adjustment as provided in subsections A through E of Section VII, Claims, below.

The Vendor accepts all requirements of an amendment by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. An amendment that is accepted by Vendor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.

VII. CLAIMS. If the Vendor disagrees with anything required by an amendment, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Vendor may file a claim as provided in this section. The Vendor shall give written notice to the City of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date the Vendor knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Agreement or otherwise, shall be conclusively deemed to have been waived by the Vendor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement.

At a minimum, a Vendor's written claim shall include the information set forth in subsections A, items 1 through 5 below.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY.

A. Notice of Claim. Provide a signed written notice of claim that provides the following information:

1. The date of the Vendor's claim;
2. The nature and circumstances that caused the claim;
3. The provisions in this Agreement that support the claim;
4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
5. An analysis of the progress schedule showing the schedule change or disruption if the Vendor is asserting a schedule change or disruption.

B. Records. The Vendor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall

have access to any of the Vendor's records needed for evaluating the protest.

The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

- C. Vendor's Duty to Complete Protested Work. In spite of any claim, the Vendor shall proceed promptly to provide the goods, materials and services required by the City under this Agreement.
- D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Vendor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).
- E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Vendor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

VIII. LIMITATION OF ACTIONS. VENDOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS AGREEMENT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR VENDOR'S ABILITY TO FILE THAT SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

IX. WARRANTY. This Agreement is subject to all warranty provisions established under the Uniform Commercial Code, Title 62A, Revised Code of Washington. Vendor warrants goods are merchantable, are fit for the particular purpose for which they were obtained, and will perform in accordance with their specifications and Vendor's representations to City. The Vendor shall correct all defects in workmanship and materials within one (1) year from the date of the City's acceptance of the Contract work. In the event any part of the goods are repaired, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) year from the date such correction is completed and accepted by the City. The Vendor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Vendor does not accomplish the corrections within a reasonable time as determined by the City, the City May complete the corrections and the vendor or shall pay all costs incurred by the City in order to accomplish the correction.

X. DISCRIMINATION. In the hiring of employees for the performance of work under this Agreement or any sub-contract, the Vendor, its sub-contractors, or any person acting on behalf of the Vendor or sub-contractor shall not, by reason of race, religion, color, sex, age,

sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

XI. **INDEMNIFICATION.** Vendor shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the Vendor's performance of this Agreement, except for that portion of the injuries and damages caused by the City's negligence.

The City's inspection or acceptance of any of Vendor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE VENDOR'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

The provisions of this section shall survive the expiration or termination of this Agreement.

XII. **WORK PERFORMED AT VENDOR'S RISK.** Vendor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Vendor's own risk, and Vendor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

XIII. MISCELLANEOUS PROVISIONS.

A. Recyclable Materials. The city recommends that its contractors and consultants use recycled and recyclable products whenever practicable.

B. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

C. Resolution of Disputes and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the King County Superior Court,

King County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section XI of this Agreement.

D. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

E. Assignment. Any assignment of this Agreement by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

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 the City and Vendor.

G. Entire Agreement. The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the above documents are hereby made a part of this Agreement. However, should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

H. Compliance with Laws. The Vendor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Vendor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

I. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement:

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

VENDOR: By: <u></u> (signature) Print Name: Grant L. Fredricks DATE: <u>1/2/14</u>	CITY OF DES MOINES: By: <u></u> (signature) Print Name: Anthony A. Piasecki Its: City Manager DATE: <u>12/24/13</u>
NOTICES TO BE SENT TO: VENDOR: Grant L. Fredricks 9020 Valley Green Dr. SE Olympia, WA 98513 (360) 584-3164 (cell phone) grantita@ix.netcom.com	NOTICES TO BE SENT TO: CITY OF DES MOINES: Tony Piasecki, City Manager City of Des Moines 21630 11th Ave. So., Suite A (206) 870-6541 (telephone) (206) 870-6540 (facsimile)

APPROVED AS TO FORM

(City Attorney)

FIRST CONTRACT AMENDMENT/ADDENDUM
CONTRACT FOR SERVICES BETWEEN
THE CITY OF DES MOINES AND GRANT FREDRICKS

THIS AMENDMENT/ADDENDUM is entered into on this 13th day of October 2014, pursuant to that certain Contract entered into on the 2nd day of January, 2014, between the **CITY OF DES MOINES, WASHINGTON** (hereinafter "City"), and **GRANT FREDRICKS** (hereinafter "VENDOR").

The parties herein agree that the Contract dated January 2, 2014, shall remain in full force and effect, except for the amendments/addendums set forth as follows:

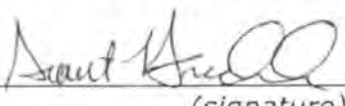
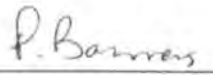
I) **SECTION III** of Contract dated January 2, 2014, is hereby amended to read as follows:

III. **COMPENSATION.** The City shall pay the Vendor an amount not to exceed \$60,000 in 2014, at a rate of \$120.00 per hour, for the goods materials, and services contemplated in this Agreement. Vendor shall invoice the City not later than the 5th of the following month. The invoice will include an itemized work summary.

Except as modified hereby, all other terms and conditions of contract dated January 2, 2014, remain in full force and effect.

//
 //
 //
 //
 //
 //
 //

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

GRANT L. FREDRICKS: By: <u></u> (signature) Print Name: <u>Grant L. Fredricks</u> Vendor DATE: <u>10/9/14</u>	CITY OF DES MOINES: By: <u></u> (signature) Print Name: <u>Anthony A. Piasecki</u> Its <u>City Manager</u> DATE: <u>10/13/14</u> BY DIRECTION OF CITY COUNCIL ON 10/2/14 Attest: _____ Approved as to form: _____ <u></u> <u></u> City Clerk City Attorney DATE: <u>10/13/2014</u> DATE: <u>10/13/2014</u>
NOTICES TO BE SENT TO: Grant L. Fredricks: DbA Fredricks Management Consulting 9020 Valley Green Dr SE Olympia, WA 98513 (360) 584-3164 (cell phone) granita.fredricks@gmail.com	NOTICES TO BE SENT TO: CITY OF DES MOINES: Anthony A. Piasecki City of Des Moines 21630 11th Avenue S., Suite A Des Moines, WA 98198 206-870-6541 (telephone) 206-870-6540 (facsimile)

SECOND CONTRACT AMENDMENT/ADDENDUM
CONTRACT FOR SERVICES BETWEEN
THE CITY OF DES MOINES AND GRANT FREDRICKS

THIS AMENDMENT/ADDENDUM is entered into on this 23rd day of December 2014, pursuant to that certain Contract entered into on the 2nd day of January, 2014 and as amended on October 13, 2014, between the **CITY OF DES MOINES, WASHINGTON** (hereinafter "City"), and **GRANT FREDRICKS** (hereinafter "VENDOR").

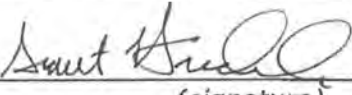
The parties herein agree that the Contract dated January 2, 2014, shall remain in full force and effect, except for the amendments/addendums set forth as follows:

I) **SECTION II** of Contract dated January 2, 2014, is hereby amended to read as follows:

II. **TIME OF COMPLETION.** Upon the effective date of this Amendment/Addendum, Vendor shall complete the work and provide all goods, materials, and services by January 31, 2015.

Except as modified hereby, all other terms and conditions of contract dated January 2, 2014 as amended on October 31, 2014, remain in full force and effect.

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

GRANT L. FREDRICKS: By: <u></u> (signature) Print Name: <u>Grant L. Fredricks</u> Vendor DATE: <u>12/29/14</u>	CITY OF DES MOINES: By: <u></u> (signature) Print Name: <u>Anthony A. Piasecki</u> Its <u>City Manager</u> DATE: <u>12/23/14</u> Attest: _____ Approved as to form: _____ _____ City Clerk City Attorney DATE: _____ DATE: <u>12/17/2014</u>
NOTICES TO BE SENT TO: Grant L. Fredricks: dba Fredricks Management Consulting 9020 Valley Green Dr SE Olympia, WA 98513 (360) 584-3164 (cell phone) granita.fredricks@gmail.com	NOTICES TO BE SENT TO: CITY OF DES MOINES: Anthony A. Piasecki City of Des Moines 21630 11th Avenue S., Suite A Des Moines, WA 98198 206-870-6541 (telephone) 206-870-6540 (facsimile)

THIS PAGE LEFT INTENTIONALLY BLANK

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Draft Resolution 14-249 Authorizing Deposit and Withdrawal of Funds in the Local Government Investment Pool (LGIP), Superseding Resolution No. 1256

FOR AGENDA OF: January 8, 2015

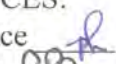
DEPT. OF ORIGIN: Finance

DATE SUBMITTED: December 10, 2014

ATTACHMENTS:

1. Draft Resolution No. 14-249
2. Resolution No. 1256
3. LGIP Prospectus

CLEARANCES:

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

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this report is to request Council's adoption of Draft Resolution No. 14-249 that supersedes Resolution No. 1256 authorizing deposit or withdrawal of funds in the Local Government Investment Pool (LGIP). The updated Draft Resolution No. 14-249 replaces the 'designated individual' from former Finance Director, Paula A. Henderson, to Donyele Mason, the new Finance Director, appointed November 10, 2014, and provides an acknowledgment that the City Council and City staff responsible for overseeing or making investment decisions has received, read, and understands the prospectus.

Suggested Motions:

"I move to adopt Draft Resolution No. 14-249, authorizing deposit or withdrawal of funds in the Local Government Investment Pool in accordance with the provisions of the Washington Administrative Code for the purpose of investment as stated in the Washington Administrative Code, acknowledging that the City Council and City staff responsible for overseeing or making investment decisions has received, read, and understands the prospectus, and superseding Resolution No. 1256."

Background

Resolution No. 1256 was adopted by the City Council on March 27, 2014 updating City officials authorized to invest in the Local Government Investment Pool and to acknowledge that the City Council and City Staff have received, read, and understand the prospectus.

Recommendation

Staff recommends that the City Council adopt Draft Resolution 14-249.

CITY ATTORNEY'S FIRST DRAFT 12/10/2014

DRAFT RESOLUTION NO. 14-249

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, authorizing deposit or withdrawal of funds in the Local Government Investment Pool in accordance with the provisions of the Washington Administrative Code for the purpose of investment as stated in the Washington Administrative Code, acknowledging that it has received, read, and understood the Local Government Investment Pool prospectus as provided by the Office of the State Treasurer, and superseding Resolution No. 1256.

WHEREAS, pursuant to chapter 43.250 RCW, the Legislature created a trust fund to be known as the public funds investment account (commonly referred to as the Local Government Investment Pool (LGIP) for the deposit and withdrawal of money by an authorized governmental entity for purposes of investment by the Office of the State Treasurer, and

WHEREAS, from time to time it may be advantageous to the authorized governmental entity, the City of Des Moines, the "governmental entity", to deposit funds available for investment in the LGIP, and

WHEREAS, the investment strategy for the LGIP is set forth in its policies and procedures, and

WHEREAS, any deposits or withdrawals to or from the LGIP made on behalf of the City of Des Moines shall be first duly authorized by the City Council of the City of Des Moines, the "governing body" or any designee of the City Council, pursuant to this resolution, or a subsequent resolution, and

WHEREAS, the City of Des Moines will cause to be filed a certified copy of said Resolution with the Office of the State Treasurer, and

WHEREAS, the City Council of the City of Des Moines and any designee appointed by the City Council with authority to deposit or withdraw funds of the City of Des Moines has received and read a copy of the prospectus and understands the risks and limitations of investing in the LGIP, and

Resolution No. ____
Page 2 of 3

WHEREAS, the City Council of the City of Des Moines attests by the signature of its members that it is duly authorized and empowered to enter into this agreement, to direct the deposit or withdrawal of City of Des Moines monies, and to delegate certain authority to make adjustments to the incorporated transactional forms, to the individuals designated herein; now therefore,

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

Sec. 1. The City Council does hereby authorize the deposit and withdrawal of the City of Des Moines's monies in the LGIP in the manner prescribed by law, rule, and prospectus.

Sec. 2. The City Council has approved the Local Government Investment Pool Transaction Form ("Form") as completed by the Finance Director and incorporates said form into this resolution by reference and does hereby attest to its accuracy.

Sec. 3. The City Council designates the Finance Director, Dunyele M. Mason, the "authorized individual" to authorize all amendments, changes, or alterations to the Form or any other documentation including the designation of other individuals to make deposits and withdrawals on behalf of the City of Des Moines.

Sec. 4. This delegation ends upon the written notice, by any method set forth in the prospectus, of the City Council that the authorized individual has been terminated or that his or her delegation has been revoked. The Office of the State Treasurer will rely solely on the City Council to provide notice of such revocation and is entitled to rely on the authorized individual's instructions until such time as said notice has been provided.

Sec. 5. The Form as incorporated into this Resolution or hereafter amended by delegated authority or any other documentation signed or otherwise approved by the authorized

Resolution No. _____
 Page 3 of 3

individual shall remain in effect after revocation of the authorized individual's delegated authority, except to the extent that the authorized individual whose delegation has been terminated shall not be permitted to make further withdrawals or deposits to the LGIP on behalf of the City of Des Moines. No amendments, changes, or alterations shall be made to the Form or any other documentation until the City Council passes a new resolution naming a new authorized individual.

Sec. 6. The City Council acknowledges that it has received, read, and understood the prospectus as provided by the Office of the State Treasurer. In addition, the City Council agrees that a copy of the prospectus will be provided to any person delegated or otherwise authorized to make deposits or withdrawals into or out of the LGIP and that said individuals will be required to read the prospectus prior to making any withdrawals or deposits or any further withdrawals or deposits if authorizations are already in place.

Sec. 7. This Resolution supersedes Resolution No. 1256.

ADOPTED BY the City Council of the City of Des Moines, Washington this 8th day of January, 2015 and signed in authentication thereof this 8th day of January, 2015.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

Resolution No. _____
Page 4 of 3

City Clerk

RESOLUTION NO. 1256

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, authorizing deposit or withdrawal of funds in the Local Government Investment Pool in accordance with the provisions of the Washington Administrative Code for the purpose of investment as stated in the Washington Administrative Code, acknowledging that it has received, read, and understood the Local Government Investment Pool prospectus as provided by the Office of the State Treasurer, and superseding Resolution No. 1143.

WHEREAS, pursuant to chapter 294, Laws of 1986, the Legislature created a trust fund to be known as the public funds investment account (commonly referred to as the Local Government Investment Pool (LGIP) for the deposit and withdrawal of money by an authorized governmental entity for purposes of investment by the Office of the State Treasurer, and

WHEREAS, from time to time it may be advantageous to the authorized governmental entity, the City of Des Moines, the "governmental entity", to deposit funds available for investment in the LGIP, and

WHEREAS, the investment strategy for the LGIP is set forth in its policies and procedures, and

WHEREAS, any deposits or withdrawals to or from the LGIP made on behalf of the City of Des Moines shall be first duly authorized by the City Council of the City of Des Moines, the "governing body" or any designee of the City Council, pursuant to this resolution, or a subsequent resolution, and

WHEREAS, the City of Des Moines will cause to be filed a certified copy of said resolution with the Office of the State Treasurer, and

WHEREAS, the City Council of the City of Des Moines and any designee appointed by the City Council with authority to deposit or withdraw funds of the City of Des Moines has received and read a copy of the prospectus and understands the risks and limitations of investing in the LGIP, and

WHEREAS, the City Council of the City of Des Moines attests by the signature of its members that it is duly authorized and empowered to enter into this agreement, to direct

Resolution No. 1256
Page 2 of 3

the deposit or withdrawal of City of Des Moines monies, and to delegate certain authority to make adjustments to the incorporated transactional forms, to the individuals designated herein; now therefore,

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

Sec. 1. The City Council does hereby authorize the deposit and withdrawal of the City of Des Moines's monies in the LGIP in the manner prescribed by law, rule, and prospectus.

Sec. 2. The City Council has approved the Local Government Investment Pool Transaction Form (Form) as completed by the Finance Director and incorporates said form into this resolution by reference and does hereby attest to its accuracy.

Sec. 3. The City Council designates the Finance Director, Paula A. Henderson, the "authorized individual" to authorize all amendments, changes, or alterations to the Form or any other documentation including the designation of other individuals to make deposits and withdrawals on behalf of the City of Des Moines.

Sec. 4. This delegation ends upon the written notice, by any method set forth in the prospectus, of the City Council that the authorized individual has been terminated or that his or her delegation has been revoked. The Office of the State Treasurer will rely solely on the City Council to provide notice of such revocation and is entitled to rely on the authorized individual's instructions until such time as said notice has been provided.

Sec. 5. The Form as incorporated into this resolution or hereafter amended by delegated authority or any other documentation signed or otherwise approved by the authorized individual shall remain in effect after revocation of the authorized individual's delegated authority, except to the extent that the authorized individual whose delegation has been terminated shall not be permitted to make further withdrawals or deposits to the LGIP on behalf of the City of Des Moines. No amendments, changes, or alterations shall be made to the Form or any other documentation until the City Council passes a new resolution naming a new authorized individual.

Resolution No. 1256
Page 3 of 3

Sec. 6. The City Council acknowledges that it has received, read, and understood the prospectus as provided by the Office of the State Treasurer. In addition, the City Council agrees that a copy of the prospectus will be provided to any person delegated or otherwise authorized to make deposits or withdrawals into or out of the LGIP and that said individuals will be required to read the prospectus prior to making any withdrawals or deposits or any further withdrawals or deposits if authorizations are already in place.

Sec. 7. This Resolution supersedes Resolution No. 1143.

ADOPTED BY the City Council of the City of Des Moines, Washington this 27th day of March, 2014 and signed in authentication thereof this 27th day of March, 2014.


MAYOR

APPROVED AS TO FORM:


City Attorney

ATTEST:


City Clerk

THIS PAGE LEFT INTENTIONALLY BLANK

LOCAL GOVERNMENT
INVESTMENT POOL

Prospectus

January 2014



James L. McIntire
Washington State Treasurer

Contents

I.	The LGIP	3-4
II.	Local Government Investment Pool – Money Market Fund	4-9
III.	Management	9
IV.	Miscellaneous	9-10

I. The LGIP

The Local Government Investment Pool (the "LGIP") is an investment pool of public funds placed in the custody of the Office of the Washington State Treasurer (the "State Treasurer") for investment and reinvestment as defined by RCW 43.250.020. The purpose of the LGIP is to allow eligible governmental entities to participate with the state in the investment of surplus public funds, in a manner that optimizes liquidity and return on such funds. In establishing the LGIP, the legislature recognized that not all eligible governmental entities are able to maximize the return on their temporary surplus funds, and therefore it provided a mechanism whereby they may, at their option, utilize the resources of the State Treasurer to maximize the potential of their surplus funds while ensuring the liquidity of those funds.

The State Treasurer has established a sub-pool within the LGIP whose shares are offered by means of this Prospectus: The LGIP-Money Market Fund (the "LGIP-MMF" or the "Fund"). The State Treasurer has the authority to establish additional sub-pools in the future.

The Fund offered in this Prospectus seeks to provide current income by investing in high-quality, short term money market instruments. These standards are specific to the Fund, as illustrated in the following table. The LGIP-MMF offers daily contributions and withdrawals.

FUND SNAPSHOT

The table below provides a summary comparison of the Fund's investment types and sensitivity to interest rate risk. This current snapshot can be expected to vary over time.

Fund	Investment Types	Maximum Dollar-Weighted Average Maturity for LGIP-MMF
LGIP-Money Market Fund	Cash	60 days
Current Investments (as of November 1, 2013)	Bank Deposits US Treasury bills Repurchase agreements US Government agency obligations	

Fees and Expenses

Administrative Fee. The State Treasurer charges pool participants a fee representing administration and recovery costs associated with the operation of the Fund. The administrative fee accrues daily from pool participants' earnings prior to the earnings being posted to their account. The administrative fee will be paid monthly. In the event that there are no earnings, the administrative fee will be deducted from principal.

The chart below illustrates the operating expenses of the LGIP-MMF for past years, expressed in basis points as a percentage of fund assets.

Local Government Investment Pool-MMF
Operating Expenses by Fiscal Year (in Basis Points)

	2006	2007	2008	2009	2010	2011	2012	2013
<i>Total Operating Expenses</i>	<i>1.12</i>	<i>0.96</i>	<i>0.84</i>	<i>0.88</i>	<i>0.64</i>	<i>0.81</i>	<i>0.68</i>	<i>0.87</i>

(1 basis point = 0.01%)

Because most of the expenses of the LGIP-MMF are fixed costs, the fee (expressed as a percentage of fund assets) will be affected by: (i) the amount of operating expenses; and (ii) the assets of the LGIP-MMF. The table below shows how the fee (expressed as a percentage of fund assets) would change as the fund assets change, assuming an annual fund operating expenses amount of \$800,000.

Fund Assets	\$6.0 bn	\$8.0 bn	\$10.0 bn
Total Operating Expenses (in Basis Points)	1.33	1.0	.80

Portfolio Turnover: The Fund does not pay a commission or fee when it buys or sells securities (or “turns over” its portfolio). However, debt securities often trade with a bid/ask spread. Consequently, a higher portfolio turnover rate may generate higher transaction costs that could affect the Fund’s performance.

II. Local Government Investment Pool – Money Market Fund

Investment Objective

The LGIP-MMF will seek to effectively maximize the yield while maintaining liquidity and a stable share price of \$1.

Principal Investment Strategies

The LGIP-MMF will seek to invest primarily in high-quality, short term money market instruments. Typically, at least 55% of the Fund’s assets will be invested in US government securities and repurchase agreements collateralized by those securities. The LGIP-MMF means a sub-pool of the LGIP whose investments will primarily be money market instruments. The LGIP-MMF will only invest in eligible investments permitted by state law. The LGIP-MMF will not be an SEC-registered money market fund and will not be required to follow SEC Rule 2a-7. Investments of the LGIP-MMF will conform to the LGIP Investment Policy, the most recent version of which will be posted on the LGIP website and will be available upon request.

Principal Risks of Investing in the LGIP-Money Market Fund

Counterparty Credit Risk. A party to a transaction involving the Fund may fail to meet its obligations. This could cause the Fund to lose the benefit of the transaction or prevent the Fund from selling or buying other securities to implement its investment strategies.

Interest Rate Risk. The LGIP-MMF’s income may decline when interest rates fall. Because the Fund’s income is based on short-term interest rates, which can fluctuate significantly over short periods, income risk is expected to be high. In addition, interest rate increases can cause the price of a debt security to decrease and even lead to a loss of principal.

Liquidity Risk. Liquidity risk is the risk that the Fund will experience significant net withdrawals of Fund shares at a time when it cannot find willing buyers for its portfolio securities or can only sell its portfolio securities at a material loss.

Management Risk. Poor security selection or an ineffective investment strategy could cause the LGIP-MMF to underperform relevant benchmarks or other funds with a similar investment objective.

Issuer Risk. The LGIP-MMF is subject to the risk that debt issuers and other counterparties may not honor their obligations. Changes in an issuer's credit rating (e.g., a rating downgrade) or the market's perception of an issuer's creditworthiness could also affect the value of the Fund's investment in that issuer. The degree of credit risk depends on both the financial condition of the issuer and the terms of the obligation. Also, a decline in the credit quality of an issuer can cause the price of a money market security to decrease.

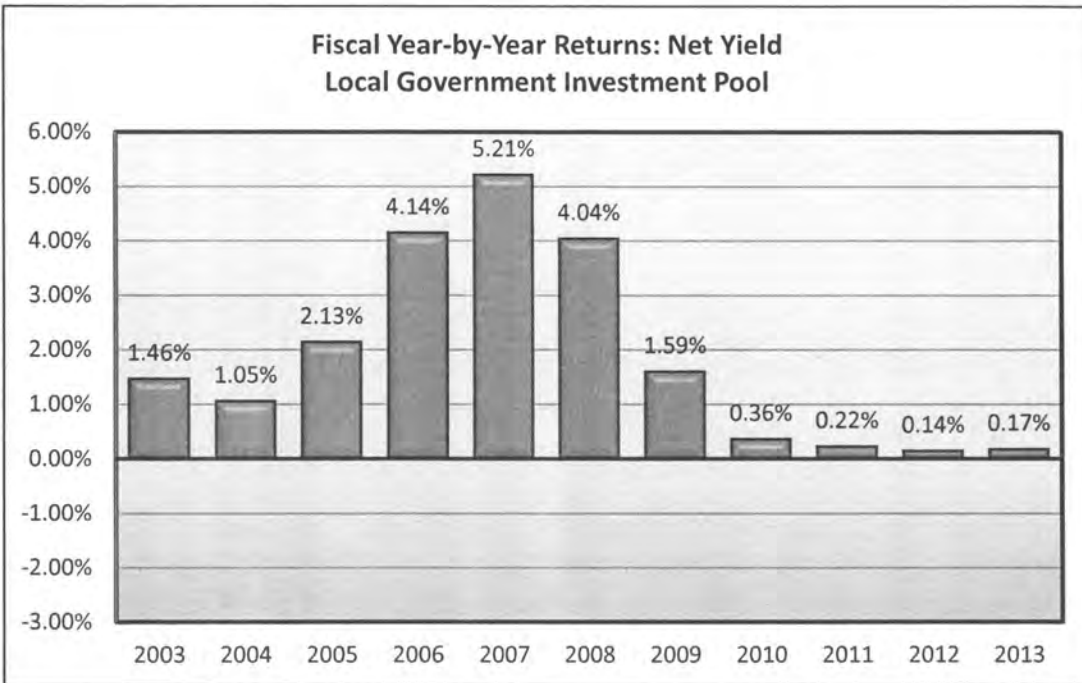
Securities Lending Risk and Reverse Repurchase Agreement Risk. The LGIP-MMF may engage in securities lending or in reverse repurchase agreements. Securities lending and reverse repurchase agreements involve the risk that the Fund may lose money because the borrower of the Fund's securities fails to return the securities in a timely manner or at all or the Fund's lending agent defaults on its obligations to indemnify the Fund, or such obligations prove unenforceable. The Fund could also lose money in the event of a decline in the value of the collateral provided for loaned securities or a decline in the value of any investments made with cash collateral.

Risks Associated with use of Amortized Cost. The use of amortized cost valuation means that the LGIP-MMF's share price may vary from its market value NAV per share. In the unlikely event that the State Treasurer were to determine that the extent of the deviation between the Fund's amortized cost per share and its market-based NAV per share may result in material dilution or other unfair results to shareholders, the State Treasurer may cause the Fund to take such action as it deems appropriate to eliminate or reduce to the extent practicable such dilution or unfair results.

An investment in the LGIP-MMF is not a bank deposit and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the Fund seeks to preserve the value of investments at \$1 per share, pool participants could lose money by investing in the LGIP-MMF. There is no assurance that the LGIP-MMF will achieve its investment objective.

Performance

The following information is intended to address the risks of investing in the LGIP-MMF. The information illustrates changes in the performance of the LGIP-MMF's shares from year to year. Returns are based on past results and are not an indication of future performance. Updated performance information may be obtained on our website at www.tre.wa.gov or by calling the LGIP toll-free at 800-331-3284.



<u>Local Government Investment Pool-Money Market Fund</u>			
<u>Average Accrued Net Yield</u>			
<u>1 Year</u>	<u>3 years</u>	<u>5 years</u>	<u>10 years</u>
0.17%	0.19%	.52%	1.94%

Transactions: LGIP-MMF

General Information

The minimum transaction size (contributions or withdrawals) for the LGIP-MMF will be five thousand dollars. The State Treasurer may, in its sole discretion, allow for transactions of less than five thousand dollars.

Valuing Shares

The LGIP-MMF will be operated using a net asset value (NAV) calculation based on the amortized cost of all securities held such that the securities will be valued at their acquisition cost, plus accrued income, amortized daily.

The Fund's NAV will be the value of a single share. NAV will normally be calculated as of the close of business of the NYSE, usually 4:00 p.m. Eastern time. If the NYSE is closed on a particular day, the Fund will be priced on the next day the NYSE is open.

NAV will not be calculated and the Fund will not process contributions and withdrawals submitted on days when the Fund is not open for business. The time at which shares are priced and until which contributions and withdrawals are accepted is specified below and may be changed as permitted by the State Treasurer.

To the extent that the LGIP-MMF's assets are traded in other markets on days when the Fund is not open for business, the value of the Fund's assets may be affected on those days. In addition, trading in some of the Fund's assets may not occur on days when the Fund is open for business.

Transaction Limitation

The State Treasurer reserves the right at its sole discretion to set a minimum and/or maximum transaction amount from the LGIP-MMF and to limit the number of transactions, whether contribution, withdrawal, or transfer permitted in a day or any other given period of time.

The State Treasurer also reserves the right at its sole discretion to reject any proposed contribution, and in particular to reject any proposed contribution made by a pool participant engaged in behavior deemed by the State Treasurer to be abusive of the LGIP-MMF.

A pool participant may transfer funds from one LGIP-MMF account to another subject to the same time and contribution limits as set forth in WAC 210.10.060.

Contributions

Pool participants may make contributions to the LGIP-MMF on any business day. All contributions will be effected by electronic funds transfer to the account of the LGIP-MMF designated by the State Treasurer. It is the responsibility of each pool participant to pay any bank charges associated with such electronic transfers to the State Treasurer. Failure to wire funds by a pool participant after notification to the State Treasurer of an intended transfer will result in penalties. Penalties for failure to timely wire will be assessed to the account of the pool participant responsible.

Notice. To ensure same day credit, a pool participant must inform the State Treasurer of any contribution over one million dollars no later than 9 a.m. on the same day the contribution is made. Contributions for one million dollars or less can be requested at any time prior to 10 a.m. on the day of contribution. For all other contributions over one million dollars that are requested prior to 10 a.m., a pool participant may receive same day credit at the sole discretion of the State Treasurer. Contributions that receive same day credit will count, for earnings rate purposes, as of the day in which the contribution was made. Contributions for which no notice is received prior to 10:00 a.m. will be credited as of the following business day.

Notice of contributions may be given by calling the Local Government Investment Pool (800-331-3284) OR by logging on to State Treasurer's Treasury Management System ("TMS"). Please refer to the [LGIP-MMF Operations Manual](#) for specific instructions regarding contributions to the LGIP-MMF.

Direct deposits from the State of Washington will be credited on the same business day.

Pricing. Contribution requests received in good order will receive the NAV per unit of the LGIP-MMF next determined after the order is accepted by the State Treasurer on that contribution date.

Withdrawals

Pool participants may withdraw funds from the LGIP-MMF on any business day. Each pool participant shall file with the State Treasurer a letter designating the financial institution at which funds withdrawn from the LGIP-MMF shall be deposited (the "Letter"). This Letter shall contain the name of the financial institution, the location of the financial institution, the account name, and the account number to which funds will be deposited. This Letter shall be signed by local officials authorized to receive and disburse funds, as described in WAC 210-10-020.

Disbursements from the LGIP-MMF will be effected by electronic funds transfer. Failure by the State Treasurer to wire funds to a pool participant after proper notification to the State Treasurer to disburse funds to a pool participant may result in a bank overdraft in the pool participant's bank account. The State Treasurer will reimburse a pool participant for such bank overdraft penalties charged to the pool participant's bank account.

Notice. In order to withdraw funds from the LGIP-MMF, a pool participant must notify the State Treasurer of any withdrawal over one million dollars no later than 9 a.m. on the same day the withdrawal is made. Withdrawals for one million dollars or less can be requested at any time prior to 10 a.m. on the day of withdrawal. For all other withdrawals from the LGIP-MMF over one million dollars that are requested prior to 10 a.m., a pool participant may receive such withdrawal on the same day it is requested at the sole discretion of the State Treasurer. No earnings will be credited on the date of withdrawal for the amounts withdrawn. Notice of withdrawals may be given by calling the Local Government Investment Pool (800-331-3284) OR by logging on to TMS. Please refer to the LGIP-MMF Operations Manual for specific instructions regarding withdrawals from the Fund.

Pricing. Withdrawal requests with respect to the LGIP-MMF received in good order will receive the NAV per unit of the LGIP-MMF next determined after the order is accepted by the State Treasurer on that withdrawal date.

Suspension of Withdrawals. If the State Treasurer has determined that the deviation between the Fund's amortized cost price per share and the current net asset value per share calculated using available market quotations (or an appropriate substitute that reflects current market conditions) may result in material dilution or other unfair results, the State Treasurer may, if it has determined irrevocably to liquidate the Fund, suspend withdrawals and payments of withdrawal proceeds in order to facilitate the permanent termination of the Fund in an orderly manner. The State Treasurer will distribute proceeds in liquidation as soon as practicable, subject to the possibility that certain assets may be illiquid, and subject to subsequent distribution, and the possibility that the State Treasurer may need to hold back a reserve to pay expenses.

The State Treasurer also may suspend redemptions if the New York Stock Exchange suspends trading or closes, if US bond markets are closed, or if the Securities and Exchange Commission declares an emergency. If any of these events were to occur, it would likely result in a delay in the pool participants' redemption proceeds.

The State Treasurer will notify pool participants within five business days of making a determination to suspend withdrawals and/or irrevocably liquidate the fund and the reason for such action.

Earnings and Distribution

LGIP-MMF Daily Factor

The LGIP-MMF daily factor is a net earnings figure that is calculated daily using the investment income earned (excluding realized gains or losses) each day, assuming daily amortization and/or accretion of income of all fixed income securities held by the Fund, less the administrative fee. The daily factor is reported on an annualized 7-day basis, using the daily factors from the previous 7 calendar days. The reporting of a 7-day annualized yield based solely on investment income which excludes realized gains or losses is an industry standard practice that allows for the fair comparison of funds that seek to maintain a constant NAV of \$1.00.

LGIP-MMF Actual Yield Factor

The LGIP-MMF actual yield factor is a net daily earnings figure that is calculated using the total net earnings including realized gains and losses occurring each day, less the administrative fee.

Dividends

The LGIP-MMF's dividends include any net realized capital gains or losses, as well as any other capital changes other than investment income, and are declared daily and distributed monthly.

Distribution

The total net earnings of the LGIP-MMF will be declared daily and paid monthly to each pool participant's account in which the income was earned on a per-share basis. These funds will remain in the pool and earn additional interest unless withdrawn and sent to the pool participant's designated bank account as specified on the Authorization Form. Interest earned will be distributed monthly on the first business day of the following month.

Monthly Statements and Reporting

On the first business day of every calendar month, each pool participant will be sent a monthly statement which includes the pool participant's beginning balance, contributions, withdrawals, transfers, administrative charges, earnings rate, earnings, and ending balance for the preceding calendar month. Also included with the statement will be the monthly enclosure. This report will contain information regarding the maturity structure of the portfolio and balances broken down by security type.

III. Management

The State Treasurer is the manager of the LGIP-MMF and has overall responsibility for the general management and administration of the Fund. The State Treasurer has the authority to offer additional sub-pools within the LGIP at such times as the State Treasurer deems appropriate in its sole discretion.

Administrator and Transfer Agent. The State Treasurer will serve as the administrator and transfer agent for the Fund.

Custodian. A custodian for the Fund will be appointed in accordance with the terms of the LGIP Investment Policy.

IV. Miscellaneous

Limitation of Liability

All persons extending credit to, contracting with or having any claim against the Fund offered in this Prospectus shall look only to the assets of the Fund that such person extended credit to, contracted with or has a claim against, and none of (i) the State Treasurer, (ii) any subsequent sub-pool, (iii) any pool participant, (iv) the LGIP, or (v) the State Treasurer's officers, employees or agents (whether past, present or future), shall be liable therefor. The determination of the State Treasurer that assets, debts, liabilities, obligations, or expenses are allocable to the Fund shall be binding on all pool participants and on any person extending credit to or contracting with or having any claim against the LGIP or the Fund offered in this Prospectus. There is a remote risk that a court may not enforce these limitation of liability provisions.

Amendments

This Prospectus and the attached Investment Policy may be amended from time to time. Pool participants shall receive notice of changes to the Prospectus and the Investment Policy. The amended and restated documents will be posted on the State Treasurer website: www.tre.wa.gov.

Should the State Treasurer deem appropriate to offer additional sub-pools within the LGIP, said sub-pools will be offered by means of an amendment to this prospectus.

LGIP-MMF Contact Information

Internet: www.tre.wa.gov Treasury Management System/TMS

Phone: 1-800-331-3284 (within Washington State)

Mail:

Office of the State Treasurer
Local Government Investment Pool
PO Box 40200
Olympia, Washington 98504
FAX: 360-902-9044

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Staff Request for Additional Funding
to Complete the Marina Short Plat Project.

ATTACHMENTS:

1. Agreement with Hansen Surveying
2. Change Order to Agreement

FOR AGENDA OF: January 8, 2015

DEPT. OF ORIGIN: Marina

DATE SUBMITTED: December 12, 2014

CLEARANCES:

☒ Legal 

☐ Finance

☒ Marina 

☐ 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

The purpose of this agenda item is to request an additional \$13,150 dollars for the Marina Short Plat Project and to authorize the City Manager to sign a change order to the agreement with Hansen Surveying. The original project budget was \$40,508 and the amount spent to-date is \$47,997. This change order will bring the total to \$60,147 which is above the City Manager's signature authority.

Suggested Motion: "I move that the Council approve the request for \$13,150 in additional funding for the Marina Short Plat Project bringing the total contract amount to \$60,147 and to authorize the City Manager to sign the change order, substantially in the form as attached."

Background

The Marina Short Plat Project is the solution to a very complex issue that has been studied and discussed at the staff level since the first Marina Master Plan was adopted in 2002. The root of the problem extends back to before the Marina was built when the City was assembling the land for the project. At that time, in addition to the rights-of-way for the street ends that extended out into the Sound, there were about fifteen single-family homes located on the beach along the foot of the bluff. In most cases the home owners also owned the tidelands in front of their homes and King County was the owner of record for at least two of the tideland parcels. In total there were over thirty separate parcels, many of them

with sewer and other utility easements. The assembly of the land was further complicated when the Des Moines Yacht Club and the owners of the parcel where Anthony's Restaurant is located approached the City at the eleventh hour and negotiated an extension of the Marina across the front of their properties in return for giving the City their tidelands which added several more parcels to the problem.

Although the City probably intended to move quickly to abandon rights-of-way, consolidate the parcels, extinguish the unnecessary easements and clear up any ownership issues, nothing was done. By 2000, when the first comprehensive master plan process for the Marina was underway, the staff recognized that some type of process would be needed to consolidate the parcels and clean up all the problems. At that time a comprehensive title report was ordered but nothing more was done until the Marina Master Plan was updated in 2007. During that process there were discussions about some level of commercial development on the Marina floor and the staff realized that any land leases that were necessary for commercial development would not be possible unless all the parcels were consolidated and ownership and easement issues were resolved.

The project got started in mid-2008 when the City signed an agreement with Hansen Surveying from Renton, WA. Hansen's scope was to do the research and to create the maps and legal descriptions showing the consolidation of the lots and to get the new documents ready to record with King County

Discussion

The project ran into trouble immediately over the ownership of two tideland parcels. The owner of the parcels was listed as King County but the County was not able to find any documentation on the parcels. It took almost two years to find the documents that had been archived in an old County storage location. In the mean time, the surveying company continued to work on researching the other parcels, rights-of-way and easements. In 2010, about the time the ownership of the County parcels was resolved, the Department of Natural Resources, (DNR) returned after an absence of eight years to renegotiate the aquatic lands lease the City has with them. The first demand put on the table by the DNR was that the City provide them with a new, complete survey of the three parcels that make up the leased area. Because of the large over-lap in the DNR lease survey and the Short Plat Project, the City retained Hansen Surveying to do the DNR lease survey and recording also.

From that time until the new DNR lease was signed in 2012, Hansen did some work on the Short Plat Project, but the City's staff was focused on completing the new lease and not much was accomplished on the Short Plat Project. Shortly after the staff and the surveyor returned to the Short Plat Project, it was decided that the project should also include the tidelands adjacent to the north and south ends of the Marina because they are also part of the Marina Fund assets. Also the staff hoped to clear up an obvious conflict in ownership of part of the tideland parcel immediately adjacent to the north end of the Marina that was discovered during the DNR Survey process. A significant piece of that parcel is included in the DNR lease area but the Surveyor believes it should be part of the tideland parcel. While this is a good idea that will make it very clear what tidelands the City owns, it will be necessary to re-draft most of the maps to make the whole project ready to record which will result in some extra expenses.

Financial Impact

If approved, the extra expenditures will increase this project to \$60,147; almost \$20,000 more than originally budgeted. While it is hard to quantify the value that this effort will have to future staff and Council members, it will make it easier to move ahead with any development project in the Marina

because any future land leases could be set up as another lot in the Short Plat that would have its own legal description, which should make financing projects possible. The project should also result in more accurate assessments by King County. In the past, much of the Marina floor was assessed as "right-of-way" which resulted in lower values for the assessment. Having more accurate values for the land should also benefit the City in future development projects. Also, having more information about the conflict between the surveys in the northwest corner of the Marina may help in future dealings with the DNR.

Conclusion

This has been a long and difficult project with many unanticipated problems but it should prevent problems in the future. The staff recommends that the Council approve the additional expenditures and finish the project because in the final analysis, this short plat brings the Marina project into conformity with what a private developer would be expected to do for a large project like the Marina.

Concurrence

The City Attorney's office concurs with this recommendation.

THIS PAGE LEFT INTENTIONALLY BLANK

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF DES MOINES AND HANSEN SURVEYING**

THIS CONTRACT is made and entered into by and between the CITY OF DES MOINES, Washington, hereinafter called the "City", and HANSEN SURVEYING, hereinafter called the "Contractor".

WHEREAS, the City has requested assistance in providing professional services for a nine lot short plat of the Marina, hereinafter called the "Short Plat Project" or "Project", including but not limited to charges for, payments received by, and work products prepared by the Contractor, and;

WHEREAS, the Contractor has agreed to provide professional services and is qualified to provide and perform the services described in this Agreement;

THEREFORE, in consideration of the mutual promises and covenants herein contained, to be kept, performed, and fulfilled by the parties, and other good and valuable consideration, it is mutually agreed as follows:

1. **Scope of Service.** The Contractor shall provide the services identified in the proposal titled "Des Moines Marina 9 Lot Short Plat Estimate" prepared by the Contractor and attached to this document as "Exhibit A" and shall be considered part of this contract.

All work is to be done in accordance with City of Des Moines, County and State laws, which are by this reference incorporated herein and made part hereof, and the Contractor shall perform any additions, as negotiated, to the work provided under this Contract and every part thereof.

2. **Contractor's Obligations.** That all labor, materials, tools, software, equipment, utilities, services, and all other things necessary or required in the satisfactory performance of the work shall be furnished by the Contractor and the Contract performed and completed under the supervision of and subject to the approval of the City or its authorized representatives.

3. **Ownership and Use of Records and Documents.** The Contractor shall provide the City with IBM compatible, compact disc copies of all original text documents and reports using Microsoft Word, drawings and survey documents using AutoCAD and cost estimates using Microsoft Excel developed under this Agreement, which shall belong to and become the property of the City. All written information submitted by the City to the Contractor in connection with the services performed by the Contractor under this Agreement will be safeguarded by the Contractor to at least the same extent as the Contractor safeguards like information relating to its own business. If such information is publicly available or is already in the Contractor's possession or known to it, or is rightfully obtained by the Contractor from third parties, the Contractor shall bear no responsibility for its disclosure, inadvertent, or otherwise.

All data, documents, and files created by the Contractor under this Agreement may be stored at the Contractor's office in Renton, Washington. The Contractor shall make such data, documents, and files available for review by the City upon its request at all reasonable times for the purpose of editing, modifying, and updating as necessary until such time as the City is capable of storing such information in

the City's offices. Duplicate copies of this information shall be provided to the City upon its request, and at reasonable cost.

Any use or reuse of the documents, data, and files created by the Contractor for the City on this project by anyone other than the Contractor on any other project shall be without liability or legal exposure to Contractor.

4. Compensation. In consideration for the complete and faithful performance of the Contract, the Contractor shall be paid as follows: Excepting reimbursables, additional services pre-approved by the City, and/or changes and modifications necessitated or agreed upon as provided in the Contract, the City has authorized payment to the Contractor of \$40,508.

The Contractor shall submit monthly invoices in the amounts set forth in the fee summary table found in Exhibit A for tasks accomplished, in a form as directed by the City's authorized representative(s). Invoices shall be paid within thirty (30) days of receipt. Invoices left unpaid beyond 30 days of receipt of invoice shall be subject to a monthly interest rate of 1 %. Reimbursables, standard hourly rates, and additional services shall be as outlined in the fee proposal.

5. Term. The term of this Contract shall be one hundred and twenty, (120), days from the date of execution. This Contract may be extended upon written agreement of both parties. Within 10 days of execution of this contract the City and Contractor will jointly establish and abide by a schedule, under which the work and services described in this Contract will be performed and completed. It is the responsibility of both City and Contractor to maintain the schedule, unless changes are agreed upon by both parties. This Contract may be terminated by the City on thirty (30) days notice for the Contractor's failure to perform services outlined in the schedule.

6. Performance Standards. Contractor's services, and all duties incidental or necessary thereto, shall be conducted and performed diligently and competently and in accordance with professional standards of conduct and performance.

7. Record Keeping. All records or papers of any sort relating to the City and the project will at all times be the property of the City and shall be surrendered to the City upon demand. All information concerning the City and said project, which is not otherwise a matter of public record or required by law to be made public, is confidential, and the Contractor will not, in whole or in part, now or at any time, disclose that information without the express written consent of the City Attorney.

8. Assignment. This Contract may not be assigned or otherwise transferred by either party hereto.

9. Modification. No change, alteration, modification, or addition to this Contract will be effective unless it is in writing and properly signed by both parties.

10. Independent Consultant. The services provided by the Contractor under this Contract are provided as an independent Consultant. Nothing in this Contract shall be considered to create the relationship of employer and employee between the parties. Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Contract. The City will not be responsible for withholding or otherwise deducting federal income tax or social security payments, or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Consultant.

11. Indemnification / Hold Harmless. Contractor shall indemnify and hold the City, officials, employees and volunteers harmless from any and all damages, including attorney fees, caused by the negligent acts, errors or omissions of the Contractor in performance of the professional services of this Agreement. The City shall hold the Contractor harmless from any and all damages caused by the negligence of the City.

12. Insurance. The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

a) Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned non-owned, hired and leased vehicles. Coverage shall be written on the Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors personal injury and advertising injury. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage required by the Industrial Insurance laws of the state of Washington.
4. Professional Liability insurance appropriate to the Contractor.

b) Minimum Amount of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$100,000 per claim and \$1,000,000 policy aggregate limit.

c) Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Contractor's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor's Insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

d) Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

e) Verification of Coverage

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

13. Dispute Resolution Procedures.

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

b) **Venue, Applicable Law and Personal Jurisdiction.** All questions related to this Contract shall be resolved under the laws of the State of Washington. In the event that either party deems it necessary to institute legal action arising from this Contract, such action shall be instituted in the King County Superior Court. The parties each consent to the personal jurisdiction of such court. Except as

otherwise provided by law, it is expressly understood that neither party can institute any legal action against the other based on this Contract until the parties have exhausted the mediation and arbitration procedures required by the previous paragraph.

14. Severability. If any term, provision, covenant, or condition of this Contract 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.

15. Waiver. The waiver by either party of any breach of any term, condition, or provision of the Contract 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 Contract.

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

17. Time of Essence. Time is of the essence for each and all of the terms, covenants, and conditions of this Contract.

18. Concurrent Originals. This Contract may be signed in counterpart originals, each of which shall constitute an original, and all of which will together constitute this one Agreement.

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

IN WITNESS THEREOF, the parties below execute this Agreement, in four counterpart originals, which shall become effective on the last date entered below.

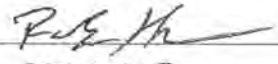
CITY OF DES MOINES

HANSEN SURVEYING

By 
Its City Manager

21630 11th Ave. So., Suite A
Des Moines, WA 98198

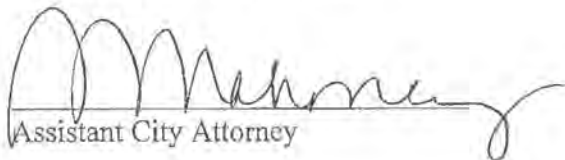
Dated 5/13/08

By 
Its WARRANT

17420 116 Ave. SE
Renton, WA 98058

Dated 5-19-08

APPROVED AS TO FORM:


Assistant City Attorney

Joe Dusenbury

From: hansensurvey@comcast.net
Sent: Tuesday, April 22, 2008 8:21 AM
To: Joe Dusenbury
Subject: Des Moines Marina 9 Lot Short Plat Estimate

Good Morning Joe:

I've worked up an estimate to prepare the base survey map and short plat maps for the Marina site. You have 23 base parcels and about 30 easements of record, which is a bit of a bear. We could perform the field work as early as next week.

Let me know what you think,

Thanks, Rodney 425-235-8440

Survey Service	Field Crew Time	Surveyor's Office Time	Office Tech's Time	Estimated Fee
Research boundaries and easements		16		\$ 1,792.00
Run boundary control survey	12	8		\$ 2,624.00
Calculate boundaries "A through W" (3 hours per parcel)		69		\$ 7,728.00
Calculate approx 30 easements (3 hours per esmt)		12	90	\$ 10,074.00
Field survey site improvements & prepare base survey map	48		40	\$ 10,792.00
Prepare draft short plat map		4	24	\$ 2,776.00
Prepare short plat mylars for recording		4	16	\$ 2,000.00
Set new lot corners	16	2	2	\$ 2,722.00
Prints and materials:				\$ 320.00
Total Estimated Fee:				\$ 40,508.00
Our 2008 billing rates are:				
Surveyor's Office Time: \$112/hr				
Field Crew Time: \$144/hr				
Office Tech's Time: \$97/hr				
Joe:				
I think the base survey needs to include each of the underlying parcel boundaries, easements of record, existing buildings, fences, retaining walls, rock breakwater, bulk heads, walkways, curbing and pier. We will need to locate the utilities in order to determine the locations of the existing utility easements. This should give us sufficient information to make logical decisions as to where the new lot lines should be placed.				
We could start the field work as early as next week.				
Let me know what you think.				
Thanks, Rodney Hansen 425-235-8440				

THIS PAGE LEFT INTENTIONALLY BLANK

Change Order

Project Number: (N/A)

Project Name: Des Moines Marina Short Plat Project

Change Order Number: 001

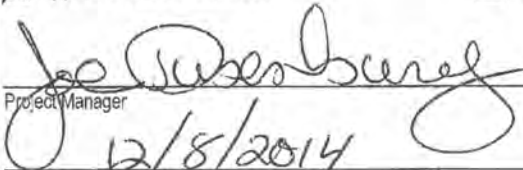
Prime Contractor: Hansen Surveying

☒ Ordered by the City

☐ Change proposed by Contractor

Endorsed by	Surety Consent (if required) N/A
Contractor	Attorney on Fact
Date	Date

Original Contract Amount	\$40,508.00
Current Contract Amount	\$47,997.00
Estimated Net Change This Order	\$13,150.00
Estimated Contract Total After Change	\$60,147.00
Original Contract Duration	
Current Contract Duration	
Additional Contract Days This Order	
Proposed Contract Duration	

☒ Approval Recommended ☐ Approved	
 Project Manager Date 12/8/2014	
☐ Approval Recommended ☐ Approved	Other Approval When Required
City Manager	Signature
Date	Date
	Representing - Surety

THIS PAGE LEFT INTENTIONALLY BLANK

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Interlocal Agreement between
Normandy Park and Des Moines for Senior
Services for 2015 and 2016

FOR AGENDA OF: January 8, 2015

DEPT. OF ORIGIN: Parks, Rec, & Sr. Services

DATE SUBMITTED: December 11, 2014

ATTACHMENTS:

1. Interlocal Agreement
2. Reimbursement Calculation

CLEARANCES:

☒ Legal PB

☒ Finance DM

☐ Marina N/A

☒ Parks, Recreation & Senior Services GO

☐ Planning, Building & Public Works N/A

☐ Police N/A

☐ Courts N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL [Signature]

Purpose and Recommendation

The purpose of this Agenda Item is to seek Council authorization to enter into an Interlocal Agreement between the City of Des Moines and the City of Normandy Park for fiscal years 2015 and 2016, whereby Normandy Park will contract for Senior Services from Des Moines in the amount of \$28,211 (for calendar year 2015) which has been determined as the pro-rata cost of direct services to Normandy Park residents.

Suggested Motion

Motion: "I move to approve the Interlocal Agreement between the City of Normandy Park and the City of Des Moines for the provision of Senior Services in fiscal years 2015 and 2016 whereby Normandy Park will pay Des Moines for Senior Services in an amount equal to Normandy Park's pro-rata share of costs per year for services based on participation levels and authorize the City Manager to sign the Agreement substantially in the form as submitted".

Background

The City of Des Moines has provided Senior Services to the residents of Normandy Park since 1992. In October 2014, the City of Normandy Park was presented with the 2015 Senior Services funding request in the amount of \$28,211 based on the January through September 2014 Normandy Park average participation at 10%.

The proposed 2015-2016 Interlocal Agreement defines the scope of senior services to be provided by Des Moines and the details for compensation for senior services to be rendered for the next two years based on the pro-rata cost of senior services provided to Normandy Park residents.

Discussion

The proposed 2015-2016 Interlocal Agreement between the City of Normandy Park and the City of Des Moines is for two years. The methodology and funding amount identified in the Interlocal Agreement was reviewed with Normandy Park City Manager Glenn Akramoff in late September. Normandy Park's City Council approved the Interlocal Agreement as well as the 2015 funding amount of \$28,211 at its December 9, 2014 meeting.

As in 2013, the 2014 formula used to assess the cost of providing senior services to Normandy Park is based on: i) the percentage of Normandy Park residents served by the Des Moines Senior Activity Center for 2014; and ii) the net budgeted cost for Des Moines senior services programs and services for 2015 (i.e. projected costs for programs and services minus projected program revenues). The percentage of Normandy Park residents served will be determined by senior services staff by tracking and comparing the number of Normandy Park participants against all senior services participants. The cost to Normandy Park will be the percentage of Normandy Park participants times the net budgeted cost for Des Moines senior services programs and services for the current year.

Senior Services staff has determined that the percentage of the senior services participants in 2014 who are Normandy Park residents is 10% and propose that Normandy Park pay for services based on a pro-rata share of the costs for direct services. In 2013 Des Moines Senior Services expenditure budgets totals \$350,656 (for senior services salaries, benefits, supplies, other services and charges and interfund payments) and program revenue totals projected at \$68,550, for a net budget of \$282,106. Therefore, the proposed annual cost to Normandy Park for the term of this agreement for the 2015 calendar year is \$28,211 ($\$282,106 \times 10\% = \$28,211$).

The cost for 2016 will be determined using the same formula at the end of 2015, not to exceed \$30,000.

The Agreement allows Normandy Park residents access to all of the programs and services provided by Des Moines Senior Activity Center for adults fifty and older such as: classes, trips, health services, special events, legal services, health screenings, nutrition, meals on wheels, medical lending equipment, dances, scholarships for low income participants, pet food assistance, arts and crafts, living well workshops, quarterly newsletters, counseling, caregiver support, information and referral, transportation, special interest hobby groups, recreational activities, games and cards, sports, and volunteer recruitment and management. Des Moines will provide the necessary senior services personnel, equipment and facilities to perform the foregoing described senior services in a timely manner and collect fees for programs and services where a cost is involved. Des Moines will promote senior services to Normandy Park residents through the quarterly newsletter delivered to retirement homes, assisted living centers,

Normandy Park City Hall, and businesses in the City of Normandy Park, and the local newspapers and provide the City with current senior programs and services information for marketing purposes on a quarterly basis.

Normandy Park will assist Des Moines by providing classroom or meeting space at Normandy Park City Hall as requested by Des Moines Senior Services staff, if space is available on the date(s) requested. The City will include senior programs and services information in the quarterly Normandy Park "*City Scene*" as space is available and include senior program and services information on the City of Normandy Park web page and through other resources Normandy Park utilizes to communicate with its residents regarding city programs, services, and events.

Alternatives

- 1) City Council may authorize the City Manager to sign the Interlocal Agreement to allow the City of Des Moines to provide Senior Services to the citizens of Normandy Park.
- 2) City Council may consider eliminating the provision of enhanced senior services to Normandy Park residents.

Financial Impact

The \$28,211 funds provided through this Interlocal Agreement with the City of Normandy Park for senior services are calculated based on the direct cost of providing services. Funds support the many programs and services available to its citizens fifty and older. This amount is \$5,169 more than budgeted and received from Normandy Park in 2014.

For 2015, Des Moines would provide Normandy Park with a quarterly invoice in the amount of \$7,052.75 ($\$28,211 \div 4$) no later than fifteen business days after the end of the calendar quarter. Des Moines will provide quarterly invoices in an amount according to the formula detailed above. Payment will be due 30 days from the date of invoice and made payable to the City of Des Moines. In addition, Des Moines will provide to Normandy Park a report listing Normandy Park attendance for the quarter at the senior activity center.

Recommendation or Conclusion

It is recommended that the City Council approve the 2015-2016 Interlocal Agreement between the City of Normandy Park and the City of Des Moines for senior services.

THIS PAGE LEFT INTENTIONALLY BLANK

**INTERLOCAL AGREEMENT
For
SENIOR SERVICES
Between
THE CITIES OF DES MOINES & NORMANDY PARK**

In accordance with the Interlocal Cooperation Act (Chapter 39.34 RCW), the cities of Des Moines ("Des Moines"), and Normandy Park ("Normandy Park"), each of which is a Washington Municipal Corporation, hereby enter into the following AGREEMENT:

RECITALS

WHEREAS:

A. Des Moines and Normandy Park, through their respective city councils, have declared their intent to create a relationship whereby Normandy Park contracts for senior services from Des Moines.

B. Normandy Park and Des Moines recognize that the cost savings from shared senior services greatly outweigh the increased facility and administrative expenses in creating and maintaining separate facilities and accounting practices associated with senior services programs.

NOW, THEREFORE, Des Moines agrees to provide and Normandy Park agrees to pay for senior services for the benefit of the residents of Normandy Park who are fifty years of age and older on the following terms and conditions:

I. TERM of AGREEMENT and RENEWAL

1.1 Term. This Agreement shall be valid for a period of two (2) years, commencing on January 1, 2015 and ending on December 31, 2016 unless terminated pursuant to Section 3.1 below.

1.2 Renewal. This Agreement may be renewed only by written agreement of the Parties.

II. DUTIES OF THE PARTIES

2.1 Duties of Des Moines. Des Moines shall perform the following duties:

a) Welcome Normandy Park seniors to participate in all senior services programs that are offered by the Des Moines Parks, Recreation & Senior Services Department, including classes, trips, health services, special events, legal services, health screenings, nutrition, meals on wheels, medical lending equipment, dances, scholarships for low income participants, pet food assistance, arts and crafts, living well workshops, quarterly newsletters, counseling, information and referral, transportation, special interest hobby

Interlocal Agreement for Senior Services
Page 2

groups, recreational activities, games and cards, sports, and volunteer recruitment and management;

b) Provide all necessary senior services personnel, equipment and facilities to perform the foregoing described senior services in a timely manner;

c) Collect all fees for programs and services where a cost is involved;

d) Promote senior services to Normandy Park residents through the quarterly newsletter delivered to retirement homes, assisted living centers, Normandy Park City Hall, and businesses in the City of Normandy Park, and the local newspapers; and

e) Provide Normandy Park with all current senior programs and services information for marketing purposes on a quarterly basis.

2.2 Duties of Normandy Park. Normandy Park shall perform the following duties:

a). Provide classroom or meeting space at Normandy Park City Hall as requested by Des Moines Senior Services staff, if space is available on the date(s) requested;

b). Include senior programs and services information in the quarterly Normandy Park "*City Scene*" as space is available;

c). Include senior program and services information on the City of Normandy Park web page;

d). Promote senior programs and services through resources Normandy Park utilizes to communicate with its residents regarding city programs, services, and events;

e). Refer Normandy Park residents to Des Moines Senior Services as needed or requested for information, resources and assistance;

III. COST OF SENIOR SERVICES & PAYMENT

3.1 Cost Basis. Normandy Park shall pay Des Moines for providing senior services based on: (i) the percentage of Normandy Park residents served by the Des Moines Senior Activity Center for the previous year; and (ii) the net budgeted cost for Des Moines senior services programs and services for the current year (i.e. projected costs for programs and services minus projected program revenues). The percentage of Normandy Park residents served will be determined by senior services staff by tracking and comparing the number of Normandy Park participants against all senior services participants. The cost to Normandy Park will be the percentage of Normandy Park

Interlocal Agreement for Senior Services
Page 3

participants' times the net budgeted cost for Des Moines senior services programs and services for the current year.

3.2 Cost for 2015. Senior services staff has determined that the percentage of the senior services participants in 2014 who are Normandy Park residents is 10% and the net budgeted cost for Des Moines senior programs and services for 2015 is \$282,106.00. Therefore, the annual cost to Normandy Park for the first calendar year term of this agreement (2015 calendar year) will be \$28,211.00 ($\$282,106 \times 10\% = \$28,211$).

3.3 Cost for 2016. The annual cost to Normandy Park for the second calendar year term of this agreement will be calculated using the formula described in Section 3.1 and 3.2 of this Agreement, but will not exceed \$30,000.00 without the express approval of Normandy Park. Des Moines will notify Normandy Park of the 2016 annual cost no later than October 1, 2015 so that Normandy Park may consider the cost in its mid-biennial budget review. Normandy Park shall have the option to terminate this agreement effective December 31, 2015 if sufficient funds are not allocated to pay the 2016 contract amount.

3.4 Quarterly Reporting and Payment to Des Moines. For the first year of this Agreement, Des Moines shall provide to Normandy Park a quarterly invoice in the amount of \$7,052.75 ($\$28,211.00 \div 4$) no later than fifteen business days after the end of the calendar quarter. For the following year, Des Moines shall provide a quarterly invoice in an amount to be calculated according to Sections 3.1 and 3.3 of this Agreement. Payment will be due 30 days from the date of invoice and made payable to the City of Des Moines. In addition Des Moines will provide to Normandy Park a report listing Normandy Park attendance for the quarter at the senior activity center.

IV. MISCELLANEOUS PROVISIONS

4.1 Effective Date. This Agreement shall be effective upon ratification by resolution of the respective governing bodies and execution by the Chief Executive Officer of each of the Parties.

4.2 Amendment. This Agreement may be amended only upon consent of the Parties hereto. Any amendment hereto shall be in writing and shall be ratified and executed by the Parties in the same manner in which it was originally adopted.

4.3 Waiver. The waiver by any party of any breach of any term, covenant, or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same term, covenant, or condition of this Agreement.

Interlocal Agreement for Senior Services
Page 4

- 4.4 Severability.** If any provision of this Agreement shall be held invalid, the remainder of this agreement shall not be affected thereby.
- 4.5 Entire Agreement.** This Agreement represents the entire understanding of the Parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.
- 4.6 Counterparts.** This Agreement shall be effective whether signed by the Parties on the same document..
- 4.7 Notices.** Except as otherwise provided in this Agreement, any notice required to be provided under the terms of this Agreement, shall be delivered by certified mail, return receipt requested or by personal service.

EXECUTED and APPROVED by the Parties in identical counterparts of this Agreement, each of which shall be deemed an original hereof, on the dates set forth below.

CITY OF DES MOINES

CITY OF NORMANDY PARK

By _____
Anthony Piasecki, City Manager
By direction of the City Council
Taken _____

By _____
Glenn Akramoff, City Manager
By direction of the City Council
Taken _____

Attest:

Attest:

City Clerk

City Clerk

Approved as to Form:

Approved as to Form:

Pat Bosmans, City Attorney

Jim Haney, City Attorney

City of Des Moines
Calculation for Normandy Park Senior Services Reimbursement

	Sr Services 2015 Proposed Budget	Sr Program 2015 Proposed Budget	TOTAL
Salaries	\$155,124	\$30,480	\$185,604
Personnel Benefits	61,450	4,818	66,268
Supplies	5,750	1,650	7,400
Other Services & Charges	12,625	27,100	39,725
Interfund Payments	47,684	3,975	51,659
	<u>\$282,633</u>	<u>\$68,023</u>	
Sub-total			\$350,656
Less: Program Fee Revenues (2015 Projected Budget Revenues)			<u>(68,550)</u>
Base Amount for 2015 request			<u>\$282,106</u>
10% of 2014 NP participation			<u>\$28,211</u>

THIS PAGE LEFT INTENTIONALLY BLANK

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Arts Commission Appointment

FOR AGENDA OF: January 8, 2015

ATTACHMENTS:
1. Application

DEPT. OF ORIGIN: Parks, Recreation & Senior Services

DATE SUBMITTED: December 15, 2014

CLEARANCES:

[X] Legal PD
 [] Finance NA
 [] Marina NA
 [X] Parks, Recreation & Senior Services GO
 [] Planning, Building & Public Works NA
 [] Police NA
 [] Courts NA

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this agenda item is to recommend City Council approval of an appointment to the City of Des Moines Arts Commission.

Suggested Motion

Motion: "I move to confirm the Mayoral appointment of Lisa Maddry to a two year term on the City of Des Moines Arts Commission effective immediately and expiring on December 31, 2016."

Background

The City Council adopted Ordinance No. 06-1393 establishing the Des Moines Arts Commission in November 30, 2006. The nine Arts Commission positions were appointed in February 2007. The terms were staggered so that six positions are retained each year and three positions expire each year on December 31.

The Arts Commission was created to:

- (1) Represent the interest of the city in matters of the arts, to be a spokes group for the arts in the city and to keep the city council informed on all such related matters.
- (2) Evaluate, prioritize, and make recommendations on funding for cultural arts needs within the city.
- (3) Review and recommend works of art for the city, especially works to be acquired through appropriations set aside from municipal construction projects. Local artists will be encouraged and given equal consideration for these projects.
- (4) Inform, assist, sponsor or coordinate with arts organizations, artists, or others interested in the cultural advancement of the community.
- (5) Encourage and aid programs for the cultural enrichment of the citizens of Des Moines and encourage more public visibility of the arts.
- (6) Develop cooperation with schools, local, regional, state and national arts organizations.
- (7) Obtain private, local, regional, state or federal funds to promote arts projects within the Des Moines community.

Discussion

This agenda seeks confirmation of the Mayoral appointment of Des Moines resident Lisa Maddry to a two year position on the Des Moines Arts Commission to become effective immediately. The appointment will serve the remaining two years of a vacant unexpired three year term that will end on December 31, 2016.

Alternatives

None provided.

Financial Impact

No financial impact.

Recommendation/Concurrence

None provided.



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

JUN 06 2016

CITY OF DES MOINES
 CITY CLERK *ABW*
 Recvd. _____

Please Check

NAME: Lisa Maddry
 ADDRESS: 20230 1st Pl S
 CITY/ZIP: Des Moines WA 98198
 PHONE: Home 206 209 6362 Work _____
 LENGTH OF RESIDENCE AT THE ABOVE ADDRESS 13 months
 REGISTERED VOTER? yes
 E-MAIL ADDRESS: puywow2@hotmail.com

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

EMPLOYMENT SUMMARY LAST FIVE YEARS: I have worked for Willis Marketing Inc. for 15 years as a food + packaging broker specializing in the needs of retail + food service accs. I am also a member of the WSRM and I hold a position on the new member education + fund raising committee. I also attend the City of Seattle stakeholder meetings regularly to stay current on all new legislation as it pertains to my industry and community.

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

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

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

1. Why do you wish to serve in this capacity and what can you contribute? _____
See attached.

2. What problems, programs or improvements are you most interest in? Performing arts, community arts, visual arts. I am also interested in working towards revitalizing our downtown business area to bring in more business and visitors. I think our marinas + parks are beautiful and I would like to see our downtown area be more of a destination year round not only for boaters, but shoppers, tourists and locals.

3. Please list any Des Moines elective/appointive offices you have run/applied for previously. _____
none

I love art and would welcome the opportunity to be a part of this commission. I moved here recently from the city of Puyallup and I have seen what a wonderful job they have done over the years of setting up rotating art exhibits in the downtown business area and the local parks. Not everyone is always going to like each piece, but as long as it exposes the community to all of the different forms, styles and genres of art, it should at least help us to learn to appreciate all the different venues available to us.

I would like to be a part of the changes I see happening here in Des Moines. I can contribute my time, high energy and diplomacy. I'm very good at organizing fundraisers and planning events. I've also attended so many different types of functions over the years that I have a very good idea of what works and what doesn't and would gladly share ideas and brainstorm with a team to work towards a common goal of revitalizing our city. I want to be an active member of this community since it is now my home and this is a committee I would really enjoy being a part of.

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: City Manager's Compensation and
Employment Contract Amendment

ATTACHMENTS:

1. Amendment to City Manager's
Employment Contract

FOR AGENDA OF: January 8, 2015

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: December 31, 2014

CLEARANCES:

- [X] Legal 13
 [] Finance _____
 [] Marina _____
 [] Parks, Recreation & Senior Services _____
 [] Planning, Building & Public Works _____
 [] Police _____
 [] Courts _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this Agenda Item is to request the City Council to approve an amendment to the city manager's contract.

Suggested motion: "I move to approve the amendment to the city manager's contract suspending the Cost of Living (COLA) provision for 2014 and 2015, providing a COLA of 1.4% for 2014 and 2.0% for 2015, and to authorize the Mayor to sign the amendment to the city manager's employment contract in the form as submitted."

Background

None.

Discussion

The proposed amendment to the city manager's contract suspends the Cost of Living Adjustment provision for fiscal years 2014 and 2015, and provides for a COLA of 1.4% for 2014 and 2.0% for 2015. The city manager's contract calls for an annual COLA based on 100% of the August CPI of the previous year. The August 2013 CPI was 1.1% and the August 2014 CPI was 1.8%. If approved, this amendment would result in the city manager receiving a COLA equal to what the City's exempt employees and department directors received for these two years.

Alternatives

None offered.

Financial Impact

The financial impact for 2014 is approximately \$2,400. Funding was included in the 2014 budget to cover this expense. The financial impact for 2015 is approximately \$3,500. However, because the city manager changed his health insurance to the lower cost high deductible plan, the total cost of compensation increase for 2015 is approximately \$200, which is below the amount included in the 2015 budget for compensation.

Recommendation

None offered.

**AMENDMENT TO
CITY MANAGER EMPLOYMENT AGREEMENT**

WHEREAS, Anthony A. Piasecki, hereafter referred to as Mr. Piasecki or City Manager, has served as City Manager for the City of Des Moines since May 3, 2002 under an employment agreement; and

WHEREAS, the parties wish to make an amendment to the agreement as follows:

NOW THEREFORE, it is agreed that the employment agreement between Mr. Piasecki and the City of Des Moines is amended as follows:

Section 1. The Cost of Living Adjustment formula in Section 7 is hereby suspended for 2014 and 2015. The Cost of Living Adjustment for 2014 shall be 1.4%, retroactive to January 1, 2014. The Cost of Living Adjustment for 2015 shall be 2.0%, effective January 1, 2015.

CITY OF DES MOINES

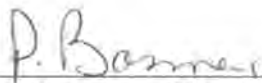
Dave Kaplan, Mayor

Anthony A. Piasecki

Date

Date

Approved as to form:



Pat Bosmans, City Attorney

12/31/2014

Date

THIS PAGE LEFT INTENTIONALLY BLANK

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: 2015-2016 Recycling Program Grant Funding

FOR AGENDA OF: January 8, 2015

ATTACHMENTS:

1. Seattle & King County Department of Public Health Local Hazardous Waste Management Program (LHWMP) 2015 Grant No. EHS3673
2. King County Solid Waste Division Waste Reduction and Recycling (WR/R) 2015-2016 Grant No. 5728395

DEPT. OF ORIGIN: Planning, Building and Public Works

DATE SUBMITTED: December 31, 2014

CLEARANCES:

- ☒ Legal 16
- ☐ Finance _____
- ☐ Marina _____
- ☐ Parks, Recreation & Senior Services _____
- ☒ Planning, Building & Public Works D18
- ☐ Police _____
- ☐ Courts _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL 

Purpose and Recommendation

The purpose of this agenda item is to provide information to Council, enabling it to take action on both the acceptance of grants and the contracting of professional services for the City's Recycling Program for the service period of 2015-2016.

Suggested Motion

Motion: I move to authorize the City Manager to sign the 2015 LHWMP Grant No. EHS3673 between the City of Des Moines and the Seattle-King County Department of Public Health and the 2015-2016 WR/R Grant No. 5728395 between the City of Des Moines and the King County Solid Waste Division.

Background

Grants

Staff is requesting Council to authorize acceptance of two grants for the City's recycling program. The first grant is the 2015 Seattle-King County Department of Public Health Local Hazardous Waste Management Program (LHWMP) Grant (Attachment 1). The second is for the 2015-2016 King County Solid Waste Division Waste Reduction and Recycling (WR/R) Grant (Attachment 2).

The subject grants will fund, in part, the City's semi-annual Household Waste Collection and Recycling Events, annual Business Recycling Events, and the purchase of products made from recycled materials for 2015 and 2016. The Washington State Department of Ecology Coordinated Prevention Grant (CPG) funds the remainder of the program. The current CPG grant is effective through June 2015.

Professional Services Contract

Related to these grants is the City's Professional Services Contract with Olympic Environmental Resources (OER) for the 2014-2015 recycling program. OER provides staffing and management for the Spring and Fall Household Collection and Recycling Events at the Des Moines Marina. These are popular events among Des Moines residents because they provide a local site to recycle materials that are not accepted by the curbside recycling program. Residents are able to recycle motor oil, oil filters, porcelain toilets and sinks, cardboard, computer monitors, petroleum based products, antifreeze, tires, batteries, electronic equipment including cell phones, scrap metals, appliances, propane tanks, and reusable household items. The contract with OER, approved in February 2014, anticipated the additional funds from the LHWMP and WR/R grant contracts. No additional action is needed to keep this Professional Services Contract current.

Discussion

The City uses grant funds to sponsor recycling and collection events for Des Moines residents and promotes recycling or the use of recycled-content products. For the 2015-2016 Recycling Program, the City will sponsor two residential recycling collection events per year (i.e. the Fall and Spring events), co-sponsor one business recycling event per year with the Cities of Normandy Park and Burien, and purchase products made from recycled materials, such as recycled-product park benches, waste container surrounds, or subsidize the purchase of items such as rainbarrels or compost bins for residents or benches or solid waste containers for City properties.

This agenda item seeks City Council approval of the 2015 LHWMP contract and the 2015-2016 WR/R contract. The LHWMP grant will allocate \$12,119.09 for household recycling collection events in 2015. The WR/R grant will allocate \$39,847.00 for household recycling collection events, business recycling collection events, and the purchase of products made from recycled materials for 2015-2016. The City Council is required to review all Interlocal Agreements between the City and other public agencies.

If the City Council accepts the LHWMP and WR/R grants for 2015 and 2016, the City will continue to reduce the amount of hazardous and non-hazardous materials going into the local waste stream at no additional cost to the City. Action/acceptance of these grants must be submitted to the grantor agencies by January/February 2015 in order to secure grant funds and to schedule the Spring 2015 residential recycling event.

Household Collection and Recycling Events – For almost 20 years, the City has used grant monies to sponsor semi-annual Household Waste Collection and Recycling Events. The Spring and Fall Events have proven to be exceptionally popular among Des Moines residents because they provide a local site to recycle materials that are not accepted by the curbside recycling program. Residents will be able to recycle items including oil filters, porcelain toilets and sinks, large cardboard, petroleum based products, antifreeze, tires, batteries, electronic equipment, scrap metals, appliances, propane tanks, and reusable household items. Additional items continue to be explored as the number and type of materials collected curbside have increased under the solid waste contract that began collection on November 1, 2011.

Business Recycling Event – The annual Business Recycling Events are typically held in July at the Washington Criminal Justice Training Center in SeaTac. The City will pool a portion of its grant resources with the Cities of Normandy Park and Burien to provide a comprehensive recycling event where businesses may drop off items including: clean scrap wood/pallets, electronic equipment, fluorescent lights, cellular phones, office recyclables/cardboard, toner cartridges, and plastics. As with the household collection and recycling events, the Business Recycling Event will accept the above items at little or no cost to business owners.

Products made from Recycled Materials – In order to support the recycling industry and close the recycling loop, the City will support recycling programs by purchasing items such as recycled content rain barrels/compost bins for distribution and/or recycled content park benches/waste container surrounds. These products divert roughly twice their weight in plastic material from the waste stream when produced. The City may install the recycled content benches/waste container surrounds in highly visible areas with a notice that they are made from recycled content. The City may promote rain barrel/compost bin distribution to City residents and distribute them at City Recycling Collection Events.

Alternatives

1. The City Council may accept the 2015 LHWMP Grant No. EHS3673 between the City of Des Moines and the Seattle-King County Department of Public Health; and the 2015-2016 WR/R Grant No. 5728395 between the City of Des Moines and the King County Solid Waste Division.
2. The City Council may not accept the 2015 LHWMP Grant No. EHS3673 between the City of Des Moines and the Seattle-King County Department of Public Health; and the 2015-2016 WR/R Grant No. 5728395 between the City of Des Moines and the King County Solid Waste Division and forego LHWMP and/or WR/R grant funds.
3. The City Council may continue this Agenda Item and request that staff provides additional information on the LHWMP and WR/R grant programs. Continuance of this item may result in loss of grant funds for the 2015-2016 grant cycle.

Financial Impact

If the City Council accepts the LHWMP and WR/R grants, there will be no fiscal impact to the City related to Contract Numbers EHS3673 and 5728395. However, if the City Council does not accept the LHWMP and WR/R grants, then the City will need to use General Fund monies to maintain the City's recycling program.

Recommendation or Conclusion

Staff recommends that the City Council choose Alternative 1, thereby accepting the 2015 Seattle-King County Department of Public Health LHWMP Grant, and the 2015-2016 King County Solid Waste Division Grant substantially in the form as submitted.

Concurrence

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

Public Health Seattle & King County 		COMMUNITY SERVICES AGREEMENT		PHSKC Agreement # EHS3673	
This Agreement is between King County and the Recipient identified below. The County department overseeing the work to be performed in this Agreement is the Department of Public Health (PHSKC).					
RECIPIENT NAME City of Des Moines			RECIPIENT FEDERAL TAX ID # 91-6016496		
RECIPIENT ADDRESS 21630 11th Ave. S., Suite "D" Des Moines, WA 980198			RECIPIENT CONTACT & EMAIL ADDRESS Laura Techico ltechico@desmoineswa.gov		
PHSKC DIVISION Environmental Health		Local Hazardous Waste Management Program			
AGREEMENT START DATE 1/1/2015		AGREEMENT END DATE 12/31/2015		AGREEMENT MAXIMUM AMOUNT \$12,119.09	
FUNDING DETAILS					
<u>Funding Source</u> Local Hazardous Waste Management Program		<u>PHSKC Contract #</u>		<u>Amount</u> \$12,119.09	<u>Effective Dates</u> 1/1/2015 – 12/31/2015
FUNDING SUMMARY					
FEDERAL: \$0		COUNTY: \$12,119.09		STATE: \$0	
				OTHER: \$0	
IS THE RECIPIENT A SUBRECIPIENT FOR PURPOSES OF THIS AGREEMENT? ☐ YES ☒ NO					
EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference: Exhibit A – Scope of Work; Exhibit B – Budget; Exhibit C – Invoice; Exhibit D – Certificate of Insurance					
In consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree that the Recipient shall provide services and comply with the requirements set forth in this Agreement. The parties signing below represent that they have read and understand this Agreement, and have the authority to execute this Agreement. Furthermore, in addition to agreeing to the terms and conditions provided herein, by signing this Agreement, the Recipient certifies that it has read and understands the Agreement requirements on the PHSKC website (http://www.kingcounty.gov/health/Agreements), and agrees to comply with all of the Agreement terms and conditions detailed on that site, including EEO/Nondiscrimination, HIPAA, Insurance, and Credentialing, as applicable.					
RECIPIENT SIGNATURE		PRINTED NAME AND TITLE		DATE SIGNED	
PHSKC SIGNATURE		PRINTED NAME AND TITLE Ngozi Oleru, Environmental Health Division Director		DATE SIGNED	

Approved as to Form: OFFICE OF THE KING COUNTY PROSECUTING ATTORNEY
 (This form is available in alternate formats for people with disabilities upon request.)

KING COUNTY TERMS AND CONDITIONS

1. Agreement Term and Termination

- A. This Agreement shall commence on the Agreement Start Date and shall terminate on the Agreement End Date as specified on page 1 of this Agreement, unless extended or terminated earlier, pursuant to the terms and conditions of the Agreement.
- B. This Agreement may be terminated by the County or the Recipient without cause, in whole or in part, prior to the Agreement End Date, by providing the other party thirty (30) days advance written notice of the termination. The Agreement may be suspended by the County without cause, in whole or in part, prior to the date specified in Subsection 1.A. above, by providing the Recipient thirty (30) days advance written notice of the suspension.
- C. The County may terminate or suspend this Agreement, in whole or in part, upon seven (7) days advance written notice in the event: (1) the Recipient materially breaches any duty, obligation, or service required pursuant to this Agreement, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Agreement is terminated by the County pursuant to this Subsection 1.C. (1), the Recipient shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Recipient, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Recipient shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Recipient by the County.

- D. If County or other expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Subsection 1.A., the County may, upon written notification to the Recipient, terminate or suspend this Agreement in whole or in part.

If the Agreement is terminated or suspended as provided in this Section: (1) the County will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination or suspension; and (2) in the case of termination the Recipient shall be released from any obligation to provide such further services pursuant to the Agreement ; and (3) in the case of suspension the Recipient shall be released from any obligation to provide services during the period of suspension and until such time as the County provides written authorization to resume services..

Funding or obligation under this Agreement beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in the Agreement. Should such appropriation not be approved, this Agreement will terminate at the close of the current appropriation year.

- E. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either party may have in the event that the obligations, terms, and conditions set forth in this Agreement are breached by the other party.

2. Compensation and Method of Payment

- A. The County shall reimburse the Recipient for satisfactory completion of the services and requirements specified in this Agreement, payable upon receipt and approval by the County of a signed invoice in substantially the form of the attached Invoice Exhibit, which complies with the attached Budget Exhibit.
- B. The Recipient shall submit an invoice and all accompanying reports as specified in the attached exhibits not more than 60 working days after the close of each indicated reporting period. The County shall make payment to the Recipient not more than 30 days after a complete and accurate invoice is received.

- C. The Recipient shall submit its final invoice and all outstanding reports within 90 days of the date this Agreement terminates. If the Recipient's final invoice and reports are not submitted by the day specified in this subsection, the County will be relieved of all liability for payment to the Recipient of the amounts set forth in said invoice or any subsequent invoice.
- D. When a budget is attached hereto as an exhibit, the Recipient shall apply the funds received from the County under this Agreement in accordance with said budget. The Agreement may contain separate budgets for separate program components. The Recipient shall request prior approval from the County for an amendment to this Agreement when the cumulative amount of transfers among the budget categories is expected to exceed 10% of the Agreement amount in any Agreement budget. Supporting documents necessary to explain fully the nature and purpose of the amendment must accompany each request for an amendment. Cumulative transfers between budget categories of 10% or less need not be incorporated by written amendment; however, the County must be informed immediately in writing of each such change.
- E. Should, in the sole discretion of the County, the Recipient not timely expend funds allocated under this Agreement, the County may recapture and reprogram any such under-expenditures unilaterally and without the need for further amendment of this Agreement. The County may unilaterally make changes to the funding source without the need for an amendment. The Recipient shall be notified in writing of any changes in the fund source or the recapturing or reprogramming of under expenditures.
- F. If travel costs are contained in the attached budget, reimbursement of Recipient travel, lodging, and meal expenses are limited to the eligible costs based on the following rates and criteria.
 - 1. The mileage rate allowed by King County shall not exceed the current Internal Revenue Service (IRS) rates per mile as allowed for business related travel. The IRS mileage rate shall be paid for the operation, maintenance and depreciation of individually owned vehicles for that time which the vehicle is used during work hours. Parking shall be the actual cost. When rental vehicles are authorized, government rates shall be requested. If the Recipient does not request government rates, the Recipient shall be personally responsible for the difference. Please reference the federal web site for current rates: <http://www.gsa.gov>.
 - 2. Reimbursement for meals shall be limited to the per diem rates established by federal travel requisitions for the host city in the Code of Federal Regulations, 41 CFR § 301, App.A. Please reference <http://www.gsa.gov> for the current host city per diem rates.
 - 3. Accommodation rates shall not exceed the federal lodging limit plus host city taxes. The Recipient shall always request government rates.
 - 4. Air travel shall be by coach class at the lowest possible price available at the time the County requests a particular trip. In general, a trip is associated with a particular work activity of limited duration and only one round-trip ticket, per person, shall be billed per trip. Any air travel occurring as part of a federal grant must be in accordance with the Fly America Act.

3. Internal Control and Accounting System

The Recipient shall establish and maintain a system of accounting and internal controls which complies with applicable generally accepted government accounting standards (GAGAS).

4. Debarment and Suspension Certification

Entities that are debarred, suspended, or proposed for debarment by the U.S. Government are excluded from receiving federal funds and contracting with the County. The Recipient, by signature to this Agreement, certifies that the Recipient is not presently debarred, suspended, or proposed for debarment by any Federal department or agency. The Recipient also agrees that it will not enter

into a sub-agreement with a Recipient that is debarred, suspended, or proposed for debarment. The Recipient agrees to notify King County in the event it, or a sub-awardee, is debarred, suspended, or proposed for debarment by any Federal department or agency.

5. Maintenance of Records/Evaluations and Inspections

- A. The Recipient shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all Agreement funds and compliance with this Agreement.
- B. In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section 13. below, the Recipient shall maintain the following:
 - 1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Agreement; and
 - 2. Records, including written quotes, bids, estimates or proposals submitted to the Recipient by all businesses seeking to participate on this Agreement, and any other information necessary to document the actual use of and payments to sub-awardees and suppliers in this Agreement, including employment records.

The County may visit the site of the work and the Recipient's office to review the foregoing records. The Recipient shall provide every assistance requested by the County during such visits. In all other respects, the Recipient shall make the foregoing records available to the County for inspection and copying upon request. If this Agreement involves federal funds, the Recipient shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the Agreement documents.

- C. Except as provided in Section 6 of this Agreement, the records listed in A and B above shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with Revised Code of Washington (RCW) Chapter 40.14.
- D. Medical records shall be maintained and preserved by the Recipient in accordance with state and federal medical records statutes, including but not limited to RCW 70.41.190, 70.02.160, and standard medical records practice. If the Recipient ceases operations under this Agreement, the Recipient shall be responsible for the disposition and maintenance of such medical records.
- E. The Recipient agrees to cooperate with the County or its agent in the evaluation of the Recipient's performance under this Agreement and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56.
- F. The Recipient agrees that all information, records, and data collected in connection with this Agreement shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

6. Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The Recipient shall not use protected health information created or shared under this Agreement in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions. Recipient shall read and certify compliance with all HIPAA requirements at <http://www.kingcounty.gov/healthservices/health/partnerships/contracts>

7. Audits

- A. If the Recipient is a municipal entity or other government institution or jurisdiction, it shall notify the County in writing within 30 days of when its annual report of examination/audit, conducted by the Washington State Auditor, has been completed.
- B. Additional audit or review requirements which may be imposed on the County will be passed on to the Recipient and the Recipient will be required to comply with any such requirements.

8. Corrective Action

If the County determines that a breach of Agreement has occurred, that is, the Recipient has failed to comply with any terms or conditions of this Agreement or the Recipient has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Recipient in writing of the nature of the breach;
The Recipient shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Agreement into compliance, which date shall not be more than ten (10) days from the date of the Recipient's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- B. The County will notify the Recipient in writing of the County's determination as to the sufficiency of the Recipient's corrective action plan. The determination of sufficiency of the Recipient's corrective action plan shall be at the sole discretion of the County;
- C. In the event that the Recipient does not respond within the appropriate time with a corrective action plan, or the Recipient's corrective action plan is determined by the County to be insufficient, the County may commence termination or suspension of this Agreement in whole or in part pursuant to Section 1.C.;
- D. In addition, the County may withhold any payment owed the Recipient or prohibit the Recipient from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- E. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section 1., Subsections B, C, D, and E.

9. Dispute Resolution

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve the dispute under this section.

10. Hold Harmless and Indemnification

- A. In providing services under this Agreement, the Recipient is an independent contractor, and neither it nor its officers, agents, employees, or subcontractors are employees of the County for any purpose. The Recipient shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Recipient, its employees, subcontractors and/or others by reason of this Agreement. The Recipient shall protect, indemnify, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Recipient's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Recipient of work,

services, materials, or supplies by Recipient employees or other suppliers in connection with or support of the performance of this Agreement.

- B. The Recipient further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Agreement by the Recipient, its officers, employees, agents, or subcontractors. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Agreement pursuant to the Term and Termination section.
- C. The Recipient shall defend, indemnify, and hold harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Recipient, its officers, employees, sub-awardees and/or agents in its performance or non-performance of its obligations under this Agreement. In the event the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Recipient.
- D. The County shall defend, indemnify, and hold harmless the Recipient, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the County, its officers, employees, or agents in its performance or non-performance of its obligations under this Agreement. In the event the Recipient incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.
- E. Claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.
- F. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.
- G. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

11. Insurance Requirements

By the date of execution of this Agreement, the Recipient shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Recipient, its agents, representatives, employees, and/or sub-awardees. The costs of such insurance shall be paid by the Recipient or sub-awardee. The Recipient may furnish separate certificates of insurance and policy endorsements for each sub-awardee as evidence of compliance with the insurance requirements of this Agreement. The Recipient is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Recipient, its agents, employees, officers, sub-awardee, providers, and/or provider sub-awardees to comply with the insurance requirements stated herein shall constitute a material breach of this Agreement. Specific coverages and requirements are at <http://www.kingcounty.gov/healthservices/health/partnerships/contracts>; Recipients shall read and provide required insurance documentation prior to the signing of this Agreement.

12. Assignment/Sub-agreements

- A. The Recipient shall not assign or sub-award any portion of this Agreement or transfer or assign any claim arising pursuant to this Agreement without the written consent of the County. Said consent must be sought in writing by the Recipient not less than fifteen (15) days prior to the date of any proposed assignment.

- B. "Sub-agreement" shall mean any agreement between the Recipient and a sub-awardee or between sub-awardees that is based on this Agreement, provided that the term "sub-awardee" does not include the purchase of (1) support services not related to the subject matter of this Agreement, or (2) supplies.
- C. The Recipient shall include Sections 2.D., 2.E., 3, 4, 5, 6, 10.A., 10.B., 10.G., 12, 13, 14, 15, 16, 17, 23, 24, 25, and the Funder's Special Terms and Conditions, if attached, in every sub-agreement that relates to the subject matter of this Agreement.
- D. The Recipient agrees to include the following language verbatim in every sub-agreement for services which relate to the subject matter of this Agreement:

"Sub-awardee shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of sub-awardee, its officers, employees, and/or agents in connection with or in support of this Agreement. Sub-awardee expressly agrees and understands that King County is a third party beneficiary to this Agreement and shall have the right to bring an action against sub-awardee to enforce the provisions of this paragraph."

13. Nondiscrimination and Equal Employment Opportunity

The Recipient shall comply with all applicable federal, state and local laws regarding discrimination, including those set forth in this Section.

During performance of the Agreement, the Recipient agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification. The Recipient will make equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Additional requirements are at <http://www.kingcounty.gov/healthservices/health/partnerships/contracts>; Recipients shall read and certify compliance.

14. Conflict of Interest

- A. The Recipient agrees to comply with applicable provisions of K.C.C. 3.04. Failure to comply with such requirements shall be a material breach of this Agreement, and may result in termination of this Agreement pursuant to Section II and subject the Recipient to the remedies stated therein, or otherwise available to the County at law or in equity.
- B. The Recipient agrees, pursuant to KCC 3.04.060, that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any county official or employee. The Recipient acknowledges that if it is found to have violated the prohibition found in this paragraph, its current Agreements with the county will be cancelled and it shall not be able to bid on any county Agreement for a period of two years.
- C. The Recipient acknowledges that for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in an agreement or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Recipient shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Agreement. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Agreement. After Agreement award, the Recipient is responsible for notifying the County's

Project Manager of current or former County employees who may become involved in the Agreement any time during the term of the Agreement.

15. Equipment Purchase, Maintenance, and Ownership

- A. The Recipient agrees that any equipment purchased, in whole or in part, with Agreement funds at a cost of \$5,000 per item or more, when the purchase of such equipment is reimbursable as an Agreement budget item, is upon its purchase or receipt the property of the County and/or federal/state government. The Recipient shall be responsible for all such property, including the proper care and maintenance of the equipment.
- B. The Recipient shall ensure that all such equipment will be returned to the County or federal/state government upon termination of this Agreement unless otherwise agreed upon by the parties.

16. Proprietary Rights

The parties to this Agreement hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the party that produces such material or article. If any patentable or copyrightable material or article should result from the work described herein and is jointly produced by both parties, all rights accruing from such material or article shall be owned in accordance with US Patent Law. Each party agrees to and does hereby grant to the other party, irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Agreement.

The foregoing products license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Recipient which are modified for use in the performance of this Agreement.

The foregoing provisions of this section shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Recipient that are not modified for use in the performance of this Agreement.

17. Political Activity Prohibited

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

18. King County Recycled Product Procurement Policy

In accordance with King County Code 18.20, the Recipient shall use recycled paper, and both sides of sheets of paper whenever practicable, when submitting proposals, reports, and invoices, if paper copies are required.

19. Future Support

The County makes no commitment to support the services awarded for herein and assumes no obligation for future support of the activity awarded herein except as expressly set forth in this Agreement.

20. Entire Agreement/Waiver of Default

The parties agree that this Agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the 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 the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

21. Amendments

Either party may request changes to this Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement. Changes to the County's Agreement numbering system or fund source may be made unilaterally by the County and without the need for amendment of this Agreement. The Recipient shall be notified in writing of any changes in the Agreement number or fund source assigned by the County; provided, however, that the total compensation allocated by the County through this Agreement does not change.

22. Notices

Whenever this Agreement provides for notice to be provided by one party to another, such notice shall be in writing and directed to the chief executive office of the Recipient and the project representative of the County department specified on page one of this Agreement. Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

23. Services Provided in Accordance with Law and Rule and Regulation

The Recipient and any sub-awardee agree to abide by the laws of the state of Washington, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Agreement, all of which are incorporated herein by reference.

In the event that there is a conflict between any of the language contained in any exhibit or attachment to this Agreement, the language in the Agreement shall have control over the language contained in the exhibit or the attachment, unless the parties affirmatively agree in writing to the contrary.

24. Applicable Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for King County, Washington.

25. Electronic Processing and Signatures

The parties agree that this Agreement may be processed and signed electronically, which if done so, will be subject to additional terms and conditions found at <https://www.docusign.com/company/terms-of-use>.

The parties acknowledge that they have consulted with their respective attorneys and have had the opportunity to review this Agreement. Therefore, the parties expressly agree that this Agreement shall be given full force and effect according to each and all of its express terms and provisions and the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

The parties executing this Agreement electronically have authority to sign and bind its represented party to this Agreement.

26. No Third Party Beneficiaries

Except for the parties to whom this Agreement is assigned in compliance with the terms of this Agreement, there are no third party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any person or entity that is not a party hereto.

END OF COUNTY TERMS AND CONDITIONS

**EXHIBIT A
SCOPE OF WORK**

**CITY OF DES MOINES
1/1/2015-12/31/2015**

Background

The Local Hazardous Waste Management Plan (hereafter referred to as the "Plan") as updated in 1997 and 2010, was adopted by the partner agencies (King County Solid Waste Division, Seattle Public Utilities, King County Water and Land Resources Division and the Seattle-King County Department of Public Health) and cities located in King County. The Washington State Department of Ecology in accordance with RCW 70.105.220 subsequently approved the Plan. The City is an active and valued partner in the regional Local Hazardous Waste Management Program (hereafter referred to as the "Program").

The purpose of this Exhibit is to define the relationship associated with the Program's funding of City activities performed under the auspices of the Plan and as approved by the Program's Management Coordination Committee (hereinafter referred to as the "MCC"). This Agreement further defines the responsibilities of the City and Seattle-King County Department of Public Health with respect to the transfer of Program monies.

Scope of Work

The City of Des Moines will organize two citywide household hazardous waste collection and recycling events. At these events the following materials will be collected and recycled: motor oil, motor oil filters, petroleum based products, antifreeze, batteries, CFC appliances and other materials if determined to be cost effective.

Responsibilities of the Parties

The City

1. The City shall develop and submit project proposals and budget requests to the Program's Contract Administrator. Funds provided to the City by the Local Hazardous Waste Management Program pursuant to this Contract shall be used to implement hazardous waste programs and/or services as approved by the MCC.
2. For reimbursement the City shall submit the following to the Contract Administrator:
 - a) An invoice (see Exhibit C). Invoices should be sent to the Contract Administrator for approval and payment.
 - b) A brief description of activity accomplished and funds expended in accordance with the scope of work.
 - c) Copies of invoices for expenditures or a financial statement prepared by the City's finance department. The financial statements should include vendor

names, a description of services provided, date paid and a check or warrant number.

3. The City shall notify the Contract Administrator no later than December 15th regarding the amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.
4. It is the responsibility of the City to comply with all applicable county, state and/or federal reporting requirements with respect to the collection and transfer of moderate risk wastes. The City shall report to the Contract Administrator the quantity, by type, of moderate risk waste collected using Program funds. The City shall also provide the Contract Administrator with copies of EPA's Non-Hazardous Waste Manifest or similar form, associated with the transport of moderate risk waste collected through Program-funded events.
5. The City is solely responsible for any and all spills, leaks or other emergencies arising at the facilities associated with the City's events or in any other way associated with activities conducted within the scope of this Contract. In the event of a spill or other emergency, the City is responsible for complying with all applicable laws and regulations.
6. The City agrees to appropriately acknowledge the Program in all media produced – in part or in whole – with Program funds. The intent of this provision is to further strengthen this regional partnership in the public's mind.
7. The City agrees to provide the Program with copies of all media material produced for local hazardous waste management events or activities that have been funded by the Program. The City also agrees to allow the Program to reproduce media materials created with Program money provided that the Program credits the City as the originator of that material.
8. This project shall be administered by Laura Techico at the City of Des Moines, 21630 11th Ave. S, Suite "D", Des Moines, at (206) 870-6595, (ltechico@desmoineswa.gov) or her designee.
9. Questions or concerns regarding any issue associated with this Exhibit that cannot be handled by the Contract Administrator should be referred to the LHWMP Program Director for resolution.

Seattle-King County Department of Public Health

1. Seattle-King County Department of Public Health shall administer, via the attached Contract, the transfer of Program funds to the City for hazardous waste management events and activities.
2. Within ten (10) working days of receiving a request for reimbursement from the City, the Contract Administrator shall either notify the City of any exceptions to the request which have been identified or shall process the request for payment. If any exceptions to the request are made, this shall be done by written notification to the City providing the reason for such exception. The Contract Administrator will not authorize payment for activities and/or expenditures that are not included in the scope of work, unless the scope has been amended. The Contract Administrator retains the right to withhold all or partial payment if the City's invoices are incomplete (e.g. they do not include proper documentation of expenditures for which reimbursement is being requested) or are not consistent with the submitted scope of work.

Program Contacts

Lynda Ransley
LHWMP Program Director
150 Nickerson Street, Suite 204
Seattle, WA 98109
206-352-8163
lynda.ransley@kingcounty.gov

Paul Shallow
LHWMP Contract Administrator
401 Fifth Avenue, Suite 1100
Seattle, WA 98104
206-263-8487
paul.shallow@kingcounty.gov

EXHIBIT B**2015 BUDGET****LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM**

City of Des Moines
 21630 11th Ave S, Suite "D"
 Des Moines, WA 98198

Component Description	Budget
Household Hazardous Waste Education	
Household Hazardous Waste Collection	\$12,119.09
TOTAL	\$12,119.09

INVOICE

Contract Number: EHS3673
Exhibit: C

Remit to: City of Des Moines
21630 11th Ave., S, Suite "D"
Des Moines WA 98198
Laura Techico
206-870-6595
ltechico@desmoineswa.gov

Submit signed invoice to:
Paul Shallow
Public Health - Seattle & King County
Local Hazardous Waste Management Program
401 Fifth Ave., Suite 1100
Seattle, WA 98104

206-263-8487
paul.shallow@kingcounty.gov

Invoice for services rendered under this contract for the period of: _____

King County Accounts Payable Information	
Purchase Order #	
Supplier Name	City of Des Moines
Supplier #	1270
Supplier Pay Site	DES MOINES
Invoice Date	
Invoice #	
Amount to be Paid	
Note to AP	
Print on Remittance	
LHW Program name & phone	Paul Shallow 206-263-8487

Expenditure Item	Budget	Current Expenditure	Previous Expenditure	Balance
HHW Education				
HHW Collection	12,119.09			\$12,119.09
TOTAL	12,119.09			\$12,119.09

I, the undersigned, do hereby certify under penalty of perjury, that this is a true and correct claim for reimbursement services rendered. I understand that any false claims, statements, documents, or concealment of material fact may be prosecuted under applicable Federal and State laws. This certification includes any attachments which serve as supporting documentation to this reimbursement request.

Signed _____ Date _____ Contract Administrator Approval _____ Date _____

Print Name _____

CONTRACT # 5728395

INTERAGENCY AGREEMENT FOR 2015 and 2016**Between****KING COUNTY and the CITY OF DES MOINES**

This two-year Interagency Agreement "Agreement" is executed between King County, a Charter County and political subdivision of the State of Washington, and the City of Des Moines, a municipal corporation of the State of Washington, hereinafter referred to as "County" and "City" respectively. Collectively, the County and City will be referred to as "Party" or "Parties."

PREAMBLE

King County and the City of Des Moines adopted the 2001 King County Comprehensive Solid Waste Management Plan, which includes waste reduction and recycling goals. In order to help meet these goals, the King County Solid Waste Division has established a waste reduction and recycling grant program for the cities that operate under the King County Comprehensive Solid Waste Management Plan. This program provides funding to further the development and/or enhancement of local waste reduction and recycling projects and for broader resource conservation projects that integrate with waste reduction and recycling programs and services. This grant program does not fund household hazardous waste collection activities. Program eligibility and grant administration terms are discussed in the Grant Guidelines, attached to this Agreement as Exhibit B. Grant funding for this program is subject to the budget approval process of the King County Council.

Grant funding approved by the King County Council is available to all King County cities that operate under the King County Comprehensive Solid Waste Management Plan. The City will spend its grant funds to fulfill the terms and conditions set forth in the scope of work which is attached hereto as Exhibit A and incorporated herein by reference. The County expects that any information and/or experience gained through the grant program by the City will be shared with the County and other King County cities.

I. PURPOSE

The purpose of this Agreement is to define the terms and conditions for funding to be provided to the City of Des Moines by the County for waste reduction and recycling programs and/or services as outlined in the scope of work and budget attached as Exhibit A.

II. RESPONSIBILITIES OF THE PARTIES

The responsibilities of the Parties to this Agreement shall be as follows:

A. The City

1. Funds provided to the City by the County pursuant to this Agreement shall be used to provide waste reduction and recycling programs and/or services as outlined in Exhibit A. The total amount of funds available from this grant in 2015 and 2016 shall not exceed \$39,848.
2. This Agreement provides for distribution of 2015 and 2016 grant funds to the City. However, grant funds are not available until January 1, 2015.
3. During this two-year grant program, the City will submit a minimum of two, but no more than eight, progress reports to the County in a form approved by the County. Reports must be signed by a City official. These reports will include:
 - a. a description of each activity accomplished pertaining to the scope of work; and
 - b. reimbursement requests with either copies of invoices for each expenditure for which reimbursement is requested or a financial statement, prepared by the City's finance department, that includes vendor name, description of service, date of service, date paid and check number.

If the City chooses to submit up to the maximum of eight (8) progress reports and requests for reimbursement during the two-year grant program, they shall be due to the County on the last day of the month following the end of each quarter - April 30, July 30, October 31, January 31 - except for the final progress report and request for reimbursement which shall be due by March 31, 2017.

If the City chooses to submit the minimum of two progress reports and requests for reimbursement during the two-year grant program, they shall be due to the County by January 31, 2016 and March 31, 2017.

Regardless of the number of progress reports the City chooses to submit, in order to secure reimbursement, the City must provide in writing to the County by the 5th working day of January 2016 and January 2017, the dollar amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.

4. The City shall submit a final report to the County which summarizes the work completed under the grant program and evaluates the effectiveness of the projects for which grant funds were utilized, according to the evaluation methods specified in the scope of work. The final report is due within six months of completion of the project(s) outlined in the scope of work, but no later than June 30, 2017.

5. If the City accepts funding through this grant program for the provision of Waste Reduction and Recycling programs and projects for other incorporated areas of King County, the City shall explain the relationship with the affected adjacent city or cities that allows for acceptance of this funding and the specifics of the proposed programs and projects within the scope of work document related thereto.
6. The City shall be responsible for following all applicable Federal, State and local laws, ordinances, rules and regulations in the performance of work described herein. The City assures that its procedures are consistent with laws relating to public contract bidding procedures, and the County neither incurs nor assumes any responsibility for the City's bid, award or contracting process.
7. During the performance of this Agreement, neither the City nor any Party subcontracting under the authority of this Agreement shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or presence of any sensory, mental, or physical handicap in the employment or application for employment or in the administration or delivery of or access to services or any other benefits under this Agreement as defined by King County Code, Chapter 12.16.
8. During the performance of this Agreement, neither the City nor any Party subcontracting under the authority of this Agreement shall engage in unfair employment practices as defined by King County Code, Chapter 12.18. The City shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.
9. The City shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Agreement. The City shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical.
10. The City shall maintain accounts and records, including personnel, financial, and programmatic records, and other such records as may be deemed necessary by the County, to ensure proper accounting for all project funds and compliance with this Agreement. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and service provided in the performance of this Agreement.

These records shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the State Archivist in accordance with RCW Chapter 40.14. These accounts shall be subject to inspection, review or audit by the County and/or by federal or state officials as so authorized by law.
11. The City shall maintain a record of the use of any equipment that costs more than \$1,000 and is purchased with grant funds from King County for a total period of three (3) years. The records shall be compiled into a yearly evaluation report, a copy of which shall be submitted to King County by March 31 of each year through the year 2019.

12. The City agrees to credit King County on all printed materials provided by the County, which the City is duplicating, for distribution. Either King County's name and logo must appear on King County materials (including fact sheets, case studies, etc.), or, at a minimum, the City will credit King County for artwork or text provided by the County as follows: "artwork provided courtesy of King County Solid Waste Division" and/or "text provided courtesy of King County Solid Waste Division."
13. The City agrees to submit to the County copies of all written materials which it produces and/or duplicates for local waste reduction and recycling projects which have been funded through the waste reduction and recycling grant program. Upon request, the City agrees to provide the County with a reproducible copy of any such written materials and authorizes the County to duplicate and distribute any written materials so produced, provided that the County credits the City for the piece.
14. The City will provide the King County Project Manager with the date and location of each Recycling Collection Event provided by the City, as well as copies of any printed materials used to publicize each event, as soon as they are available but no later than thirty (30) days prior to the event. If there is any change in the date or the location of an event, the City will notify the County a minimum of thirty (30) days prior to the event. If the event brochure is required for admission to the City's event, the City is exempt from having to provide the brochure to King County.
15. If the City accepts funding through this grant program for the provision of recycling collection events for adjacent areas of unincorporated King County, the City shall send announcements of the events to all residences listed in the carrier routes provided by King County. The announcements and all other printed materials related to these events shall acknowledge King County as the funding source.
16. The City understands that funding for recycling collection events for adjacent areas of unincorporated King County will be allocated on a yearly basis subject to the King County Council's yearly budget approval process.
17. This project shall be administered by Laura Techico, City of Des Moines Land Use Planner, or designee.

B. The County:

1. The County shall administer funding for the waste reduction and recycling grant program. Funding is designated by city and is subject to the King County Council's budget approval process. Provided that the funds are allocated through the King County Council's budget approval process, grant funding to the City will include a base allocation of \$5,000 per year with the balance of funds to be allocated according to the City's percentage of King County's residential and employment population. However, if this population based allocation formula calculation would result in a city receiving less than \$10,000 per year, that city shall receive an additional allocation that would raise their total grant funding to \$10,000 per year.

2. The City of Des Moines's budgeted grant funds for 2015-2016 are \$39,848.
3. Within forty-five (45) days of receiving a request for reimbursement from the City, the County shall either notify the City of any exceptions to the request which have been identified or shall process the request for payment. If any exceptions to the request are made, this shall be done by written notification to the City providing the reason for such exception. The County will not authorize payment for activities and/or expenditures which are not included in the scope of work and budget attached as Exhibit A, unless the scope has been amended according to Section V of this Agreement. King County retains the right to withhold all or partial payment if the City's report(s) and reimbursement request(s) are incomplete (i.e., do not include proper documentation of expenditures and/or adequate description of each activity described in the scope of work for which reimbursement is being requested), and/or are not consistent with the scope of work and budget attached as Exhibit A.
4. The County agrees to credit the City on all printed materials provided by the City to the County, which the County duplicates, for distribution. Either the City's name and logo will appear on such materials (including fact sheets, case studies, etc.), or, at a minimum, the County will credit the City for artwork or text provided by the City as follows: "artwork provided courtesy of the City of Des Moines" and/or "text provided courtesy of the City of Des Moines."
5. The County retains the right to share the written material(s) produced by the City which have been funded through this program with other King County cities for them to duplicate and distribute. In so doing, the County will encourage other cities to credit the City on any pieces that were produced by the City.
6. The waste reduction and recycling grant program shall be administered by Morgan John, Project Manager, King County Solid Waste Division, or designee.

III. DURATION OF AGREEMENT

This Agreement shall become effective on either January 1, 2015 or the date of execution of the Agreement by both the County and the City, if executed after January 1, 2015 and shall terminate on June 30, 2017. The City shall not incur any new charges after December 31, 2016. However, if execution by either Party does not occur until after January 1, 2015, this Agreement allows for disbursement of grant funds to the City for County-approved programs initiated between January 1, 2015 and the later execution of the Agreement provided that the City complies with the reporting requirements of Section II.A of the Agreement.

IV. TERMINATION

- A. This Agreement may be terminated by King County, in whole or in part, for convenience without cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice.
- B. This Agreement may be terminated by either Party, in whole or in part, for cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice. Reasons for termination for cause may include but not be limited to: nonperformance; misuse of funds; and/or failure to provide grant related reports/invoices/statements as specified in Section II.A.3. and Section II.A.4.
- C. If the Agreement is terminated as provided in this section: (1) the County will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and (2) the City shall be released from any obligation to provide further services pursuant to this Agreement.
- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either Party may have in the event that the obligations, terms and conditions set forth in this Agreement are breached by the other Party.

V. AMENDMENTS

This Agreement may be amended only by written agreement of both Parties. Amendments to scopes of work will only be approved if the proposed amendment is consistent with the most recently adopted King County Comprehensive Solid Waste Management Plan. Funds may be moved between tasks in the scope of work, attached as Exhibit A, only upon written request by the City and written approval by King County. Such requests will only be approved if the proposed change(s) is (are) consistent with and/or achieves the goals stated in the scope and falls within the activities described in the scope.

VI. HOLD HARMLESS AND INDEMNIFICATION

The City shall protect, indemnify, and hold harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or issues whatsoever occurring from actions by the City and/or its subcontractors pursuant to this Agreement. The City shall defend at its own expense any and all claims, demands, suits, penalties, losses, damages, or costs of any kind whatsoever (hereinafter "claims") brought against the County arising out of or incident to the City's execution of, performance of or failure to perform this Agreement. Claims shall include but not be limited to assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

VII. INSURANCE

- A. The City, at its own cost, shall procure by the date of execution of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of work pursuant to this Agreement by the City, its agents, representatives, employees, and/or subcontractors. The minimum limits of this insurance shall be \$1,000,000 general liability insurance combined single limit per occurrence for bodily injury, personal injury, and property damage. If the policy has an aggregate limit, a \$2,000,000 aggregate shall apply. Any deductible or self-insured retentions shall be the sole responsibility of the City. Such insurance shall cover the County, its officers, officials, employees, and agents as additional insureds against liability arising out of activities performed by or on behalf of the City pursuant to this Agreement. A valid Certificate of Insurance and additional insured endorsement is attached to this Agreement as Exhibit C, unless Section VII.B. applies.
- B. If the Agency is a Municipal Corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a written acknowledgement of self-insurance is attached to this Agreement as Exhibit C.
- C. If the Agency is a Municipal Corporation or an agency of the State of Washington and is a member of the Washington Cities Insurance Authority (WCIA), a written acknowledgement/certification of current membership is attached to this Agreement as Exhibit C.

VIII. ENTIRE CONTRACT/WAIVER OF DEFAULT

This Agreement is the complete expression of the agreement of the County and City hereto, and any oral or written representations or understandings not incorporated herein are excluded. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be 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 through written approval by the County, which shall be attached to the original Agreement.

IX. TIME IS OF THE ESSENCE

The County and City recognize that time is of the essence in the performance of this Agreement.

X. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this Agreement is, for any reason, found to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions.

XI. NOTICE

Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent to the King County Solid Waste Division and the City at the addresses provided below:

Morgan John, Project Manager, or a provided designee
 King County Solid Waste Division
 Department of Natural Resources and Parks
 201 South Jackson Street, Suite 701
 Seattle, WA 98104-3855

If to the City:

Laura Techico, or a provided designee
 City of Des Moines Land Use Planner
 21630 11th Ave So, Suite D
 Des Moines, WA 98198

IN WITNESS WHEREOF this Agreement has been executed by each Party on the date set forth below:

City

 (Title)

 Date

King County

BY _____

Pat D. McLaughlin, Director
 Solid Waste Division

For Dow Constantine, King County Executive

 Date

Exhibit A
King County Waste Reduction and Recycling Grant Program
City of Des Moines
2015/16 Scope of Work

A. Basic Information

1. City of Des Moines
2. Grant project manager: Laura Techico
Land Use Planner
City of Des Moines
21630 11th Ave S, Suite "D"
Des Moines, WA 98198
Tel - (206) 870-6595
Fax - (206) 870-6544
Email - ltechico@desmoineswa.gov
3. Consultant name: Paul Devine
Olympic Environmental Resources
4715 SW Walker Street
Seattle, WA 98116
TEL - (206) 938-8262
FAX - (206) 938-9873
Email – pauldevine@msn.com
4. 2015/16 Budget: \$39,847.00

B. Scope of Work

1. Task One: Recycling Collection Events

A. Schedule - Spring and Fall, 2015/16

B. Task Activities

- Total Number of Recycling Collection Events – Four
- Materials to be collected:
 - Appliances
 - Refrigerators and Freezers+
 - Ferrous Metals
 - Non-ferrous Metals
 - Mattresses
 - Styrofoam
 - Tires+

- Lead Acid Batteries
 - Household Batteries
 - Porcelain Toilets and Sinks+
 - Propane Tanks+
 - Mattresses+
 - Cardboard
 - Reusable Household Goods
 - Textiles
 - Used Motor Oil
 - Used Motor Oil Filters
 - Used Antifreeze
 - Used Petroleum Based Products
 - Bulky Yard Debris
 - Clean Scrap Wood
 - Concrete, Asphalt, Rock, and Brick (CRAB)
 - Electronic Equipment
 - Shredded Paper
 - +User fees may apply
- The following educational materials will be distributed:
 - Information on City Recycling Programs.
 - Educational Materials produced by King County Department of Natural Resources and Local Hazardous Waste Management Plan.
 - Other educational materials as appropriate.
 - Event promotional methods
 - This event will be coordinated with King County and flyers will be sent to Des Moines households.
 - By distributing a promotional flyer through direct mailings.
 - By notices in City newsletters (whenever possible).
 - By posting a notice at City Hall and on the City cable channel and City web site (if available).
 - By publicizing the event through the King County Solid Waste Division Promotional Activities.

C) Task evaluation. Event reports will include:

- Number of vehicles attending
- Volume of each material collected
- Event cost by budget category
- Event comments
- Graphic or tabular comparison of 2015/16 volumes and vehicles with prior year's events

D) Task Budget: \$14,982.00

Estimated Costs	2015/16	2015	2015	2015	2016	TOTAL
	WRR	LHWMP	CPG	WRR	WRR	
City Staff Costs	\$1,800.00	\$1,211.91	\$2,694.00	\$900.00	\$900.00	\$5,705.91
Management/Staffing/Admin/Graphics	\$4,082.00	\$4,731.86	\$9,901.75	\$2,041.00	\$2,041.00	\$18,715.61
Event Staff Costs	\$0.00	\$0.00	\$4,400.00	\$0.00	\$0.00	\$4,400.00
Collection/Hauling Costs						
Wood Waste	\$600.00	\$0.00	\$800.00	\$300.00	\$300.00	\$1,400.00
Scrap Metal, Appliances, etc.	\$1,200.00	\$0.00	\$1,745.75	\$600.00	\$600.00	\$2,945.75
Tires	\$2,800.00	\$0.00	\$0.00	\$1,400.00	\$1,400.00	\$2,800.00
Used Oil/Antifreeze	\$0.00	\$2,700.00	\$0.00	\$0.00	\$0.00	\$2,700.00
Batteries	\$0.00	\$850.00	\$0.00	\$0.00	\$0.00	\$850.00
CRAB	\$600.00	\$0.00	\$800.00	\$300.00	\$300.00	\$1,400.00
Styrofoam	\$400.00	\$0.00	\$500.00	\$200.00	\$200.00	\$900.00
Paper Shredding	\$1,600.00	\$0.00	\$800.00	\$800.00	\$800.00	\$2,400.00
Printing/Mailing	\$0.00	\$1,500.00	\$4,500.00	\$0.00	\$0.00	\$6,000.00
Event Supplies	\$900.00	\$575.32	\$0.00	\$450.00	\$450.00	\$1,475.32
Other Expenses - rentals, etc	\$1,000.00	\$550.00	\$800.00	\$500.00	\$500.00	\$2,350.00
TOTALS	\$14,982.00	\$12,119.09	\$26,941.50	\$7,491.00	\$7,491.00	\$54,042.59

NOTE: Hourly rates for City staff are \$50.00 per hour. Hourly rates for consultants are as follows: project manager - \$70.00 and event staff - \$55.00.

E) Task Performance Objectives:

The City plans to send out approximately 8,200 promotional flyers to Des Moines single family households per event and publicize the event through King County promotional activities, including County websites and telephone assistance. The City anticipates collecting 90-100 tons of material from the local waste stream each year.

The benefits expected by the collection of these materials will be to divert them from the waste stream and process them for recycling. The event will also provide an opportunity to recycle moderate risk waste. The King County Health Department and Washington State Department of Ecology will pay for event expenses as well.

F) Task Impact Objectives:

By hosting Recycling Collection Events, Des Moines can reduce the amount of recyclable material finding their way to the local landfill. The Cities of Des Moines has a population of approximately 30,100. The City expects, based on past events, that 700-900 households will actively participate each year by bringing recyclable materials to the event for proper disposal and recycling. This will result in 90-100 tons of material diverted from the local waste stream for recycling each year.

In addition to diverting materials from the City waste stream, attracting residents to events provides an opportunity to distribute educational material on City and King County recycling programs. The educational materials can enhance the knowledge of residents and improve behavior in purchase, handling, and disposal of recyclable materials.

2. Task Two: Business Recycling Events

A) Task Schedule: Summer, 2015/16

B) Task Activities:

- Total Number of Business Recycling Events – Two
- Task Description - The City will implement a Business Recycling Event. The event will be held on a summer weekday at a central location in Des Moines or Normandy Park. The City will work with the City of Normandy Park businesses to participate in the event. Des Moines costs will be invoiced to the City of Des Moines.
- Materials to be collected:
 - Clean Scrap Wood/Pallets
 - Electronic/Computer Equipment
 - Computer Monitors+
 - TV Sets+
 - Refrigerators and Freezers+
 - Office Recyclables/Cardboard
 - Toner Cartridges
 - Cellular phones
 - Plastics
 - Paper Shredding
 - Other materials if feasible

+User fees apply
- The following educational materials will be distributed:
 - Information on City Recycling Programs.
 - Educational Materials produced by King County Department of Natural Resources and Local Hazardous Waste Management Plan.
 - Other educational materials as appropriate.
- Event promotional methods
 - By distributing a promotional flyer through direct mailings.
 - By notices in City/community newsletters/and local newspapers (whenever possible).
 - By posting a notice at City Hall and on the City cable channel and web site (if available).

By publicizing the event through the King County Solid Waste Division Promotional Activities.

- Task evaluation. Event reports will include:
 - Number of vehicles attending
 - Volume of each material collected
 - Event cost by budget category
 - Event comments
 - Graphic or tabular comparison of 2015/16 volumes and vehicles with prior year's events

C) Task Budget: \$9,310.00

ESTIMATED COSTS	2015 Cost	2016 Cost	2015/16 Total
Staff Cost	\$465.50	\$465.50	\$931.00
Administration and Supplies	\$100.00	\$100.00	\$200.00
Consultant and Contractor Services	\$3,439.50	\$3,439.50	\$6,879.00
Flyer - Printing and Distribution Costs	\$650.00	\$650.00	\$1,300.00
Total	\$4,655.00	\$4,655.00	\$9,310.00

NOTE: Hourly rates for City staff are \$50.00 per hour. Hourly rates for consultants are as follows: project manager - \$70.00 and event staff - \$55.00.

E) Task Performance Objectives:

The City plans to send out approximately 1,000 promotional flyers to Des Moines businesses per event and publicize the event through King County promotional activities, including County websites and telephone assistance. The City anticipates collecting 3-5 tons of material from the Des Moines businesses waste stream over a two-year period. The benefits expected by the collection of these materials will be to divert them from the waste stream and process them for recycling.

F) Task Impact Objectives:

By hosting Business Collection Events, Des Moines can reduce the amount of recyclable material finding their way to the local landfill. The City of Des Moines has an employee population of approximately 5,900. The City expects that 85-95 businesses will actively participate each year by bringing recyclable materials to the event for proper disposal and recycling. This will result in 3-5 tons of material diverted from the local waste stream for recycling.

In addition to diverting materials from the City waste stream, attracting business to events provides an opportunity to distribute educational material on City and King County recycling programs. The educational materials can enhance the knowledge of business and improve behavior in purchase, handling, and disposal of recyclable materials.

3. Task Three: Purchase Products Made From Recycled Materials

A) Task Schedule: 2015/16

B) Task Activities:

In order to support the recycling industry and close the recycling loop, the City would like to purchase products made from recycled materials. Doing so will support recycling collection programs and help ensure the success of the recycling industry. The City will support recycling programs by purchasing items such as recycle content rain barrels/compost bins for distribution and recycled benches for City parks and open space areas. The rain barrels weight approximately 40-50 pounds each and divert roughly twice that amount of plastic material from the waste stream when produced. Recycle content benches weigh approximately 600-800 pounds and divert roughly twice that amount of plastic material from the waste stream when produced. The City may install the recycled content benches in highly visible areas with a notice that the benches are made from recycled content. The City would promote these locations in newsletters and parks brochure as most of these will be installed in heavy recreational use areas. The City will promote rain barrel/compost bin distribution to City residents and distribute the rain barrels/compost bins at City Recycling Collection Events.

C) Task Budget: \$15,555.00

Recycled Product Purchase	2015 Cost	2016 Cost	2015/16 Total
Staff Cost	\$777.75	\$777.75	\$1,555.50
Purchase Recycled Products	\$6,999.75	\$6,999.75	\$13,999.50
TOTAL	\$7,777.50	\$7,777.50	\$15,555.00

D) Task Performance and Impact Objectives:

The goal of this program is to help ensure the success of the recycling industry by adding to the demand for products made from recycled materials. By purchasing products made from recycled content, the City will divert recyclable material from the waste stream. The City may distribute rain barrels to City residents and install the recycle content benches in highly visible areas and that will help promote recycled products. The City would promote these locations in our newsletters and parks brochures as most of these would be installed in heavy recreational use areas. The additional benefits of the rain barrels/compost bins are that they will help reduce household water consumption and reuse natural rainwater and have recycle organic material.

2015-2016 Grant Guidelines

Program Eligibility:

Grant funds may be used for a variety of Waste Reduction & Recycling-related programs including residential and commercial waste reduction and recycling education programs, business assistance programs, and special recycling events. Cities may also use their funds on broader resource conservation programs, as long as they are part of an overall waste reduction/recycling program. Cities may choose to use their funding on one program or a combination of programs. For WR/R program ideas, please refer to the lists below.

Please note these lists are not exhaustive, but merely intended to provide some guidance on what is/isn't eligible. Cities may also refer to the currently adopted Comprehensive Solid Waste Management Plan for direction in program development. If you are unsure if your proposed program is eligible for funding, please call Morgan John (206-477-4624).

Eligible for funding:

- School WR/R education/implementation programs
- Kitchen food waste composting programs
- Reusable bag promotions
- Yard waste subscription promotions
- Outreach at community events
- Promoting new and existing WR/R programs through media, mail, and social networking
- Business recognition programs
- Recycling Collection Events, including collection of tires and mattresses
- Household battery collection and recycling (no lead-acid batteries)
- Business and residential WR/R education and communications
- Product stewardship initiatives - could be education programs or working with other agencies/organizations/businesses to implement programs
- City recycling programs and facilities
- Videos promoting WR/R programs

The following are eligible for funding on a case-by-case basis, as long as part of an overall WR/R Program. However, the County would not provide reimbursement if, for example, all of a city's grant dollars were used to sell/give away rain barrels or distribute compact fluorescent light bulbs.

- Water Conservation - i.e. Rain Barrels
- Energy Conservation
- Water Quality: integrated pest management; catch basin filters
- Demonstration gardens; interpretive signage; recycled-content park furnishings

The following are not eligible for funding:

- Collection of garbage, except for residual garbage related to the collection of recyclables.
- Collection of any household hazardous waste items including, but not limited to:
 - > Treated wood
 - > Paint
 - > Lead acid batteries
 - > Oil, gasoline, and antifreeze
 - > Fluorescent lights
- Household Hazardous Waste Education Programs

Cities should pursue funding through LHWMP or CPG for Household Hazardous Waste collection or education programs.

Grant Administration:

Requests for Reimbursement:

Cities may choose to submit one request for reimbursement per year during the funding cycle, due no later than March 15, 2016 and March 15, 2017. However, cities may submit requests for reimbursement as frequently as quarterly. The Budget Summary Report Form (Attachment 4) must be used when submitting requests for reimbursement.

By the 5th working day of January 2016 and January 2017, cities must notify SWD of their total expenditures for work that has been completed to-date, but for which requests for reimbursement have not yet been submitted.

Progress and Final Reports:

Progress reports describing program activities, accomplishments and evaluation results need to accompany each request for reimbursement. A final report describing the outcome of grant-funded activities is due with the final request for reimbursement. If, however, the city does not have the results of its program evaluation by the end of the grant cycle, the final narrative report may be submitted no later than six months after the end of the grant cycle on June 30, 2017. (Note: The final request for reimbursement would still need to be submitted by March 15, 2017.) All Progress and Final Reports need to be signed by a city official. Signed reports may be scanned and emailed.

Amendments:

Formal amendments to grant ILAs are not necessary unless the city wishes to make significant changes to its scope of work and/or budget. In general, a significant change would be one in which the city wishes to add or delete a task from their scope of work. A minor change, such as moving dollars between tasks, would only require written notification, which may be submitted via e-mail. However, the city should contact the Division when considering changes to their scopes and budgets to determine if a formal amendment is needed.

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Interagency Agreement with
Highline College for the Small
Business Development Center

FOR AGENDA OF: January 8, 2015

DEPT. OF ORIGIN: Economic Development

DATE SUBMITTED: December 31, 2014

ATTACHMENTS:

1. Interagency Agreement with Highline College
for the Small Business Development Center

CLEARANCES:

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

**APPROVED BY CITY MANAGER
FOR SUBMITTAL:** 

Purpose and Recommendation

The purpose of this agenda item is to request City Council approval of an interagency agreement between the State of Washington, Highline College and the City of Des Moines for continuing support of the College's Small Business Development Center (SBDC) The City provided \$10,000 each year since the SBDC started in 2004, except in 2010 when the City provided \$8,000.

Suggested Motion

"I move to approve the Interagency Agreement with Highline College for support of the Small Business Development Center and authorize the City Manager to sign the agreement, substantially in the form as submitted."

Background

The City of Des Moines was a founding partner of the Southwest King County Economic Development Initiative (SKCEDI) dedicated to collaboration related to the economic development of Southwest King County and to working together to solve the economic development issues common to its members. The Small Business Development Center (SBDC) is one example of this cooperation and it has been kept solvent and effective since its inception in large part due to each partner's commitment to funding. That funding commitment is an investment in the community and in area-wide economic development

Discussion

The Small Business Development Center continues to provide important support for the local small business sector. Two very knowledgeable advisors assist Des Moines businesses with a variety of specific business development advice. The Interagency Agreement provides \$10,000 in City funding for 2015.

Alternatives

The Council may decide not to enter into the agreement, or may approve the agreement for 2015.

Financial Impact

The 2015 contribution of \$10,000 is provided for in the 2015 adopted budget.

Recommendation or Conclusion

Staff recommends approval of the Interagency Agreement.

Concurrence

The Legal and Finance Departments reviewed the Interagency Agreement in 2012.

INTERAGENCY AGREEMENT**Between****STATE OF WASHINGTON****HIGHLINE COLLEGE****and****CITY OF DES MOINES**

THIS AGREEMENT is made and entered into by and between **HIGHLINE COLLEGE, PO BOX 98000 MS 99-101, DES MOINES, WA 98198**, hereinafter referred to as "**HIGHLINE COLLEGE**," and the **CITY OF DES MOINES, 21630 11TH AVE S, DES MOINES, WA 98198** hereinafter referred to as the "**CITY OF DES MOINES**".

IT IS THE PURPOSE OF THIS AGREEMENT to provide partnership and support for the community through the efforts of the Small Business Development Center and to provide complimentary business development services and resources to small to medium sized businesses.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

To provide partnership and support for the community through the efforts of the Small Business Development Center and to provide complimentary business development services and resources to small to medium sized businesses.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on **January 1, 2015**, and be completed on **December 31, 2015**, and will be renewed automatically on an annual basis unless terminated as specified in the termination clause of this agreement by either party.

PAYMENT

Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed **\$10,000.00 annually**. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded.

BILLING PROCEDURE

Highline College shall submit invoices **automatically on an annual basis**. Payment to the **Highline College** for approved and completed work will be made by warrant or account transfer by the **City of Des Moines** within 30 days of receipt of the invoice. Upon expiration of the contract, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

RECORDS MAINTENANCE

The parties to this contract shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of

the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by **Highline College**. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

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

TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE

This contract is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. applicable state and federal statutes and rules;
- b. statement of work; and
- c. any other provisions of the agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

INDEMNIFICATION

Each party to this agreement will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither party will be considered the agent of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

WAIVER

A failure by either party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

ALL WRITINGS CONTAINED HEREIN

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

CONTRACT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

Highline College:

Communications contact person shall be the Director of Community Education and Training Services, Judy Perry, Highline College, PO Box 98000 MS 99-101, Des Moines, WA 98198.

Billing contact person shall be Kimberly Bills, Highline College, PO Box 98000 MS 99-281, Des Moines, WA 98198.

City of Des Moines:

Communications and billing contact person shall be Tony Piasecki, City Manager, 21630 11th Ave S, Des Moines, WA 98198

IN WITNESS WHEREOF, the parties have executed this Agreement.

State of Washington
Highline College

By: _____

Title: _____

Date: _____

City of Des Moines

By: _____

Title: _____

Date: _____

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Normandy Park ILA for Monitoring
Compliance with Public Defense Standards

FOR AGENDA OF: January 8, 2015

DEPT. OF ORIGIN: Legal

ATTACHMENTS:

DATE SUBMITTED: December 31, 2014

1. ILA Between the City of Normandy Park
and the City of Des Moines for Monitoring
Compliance with Public Defense Standards

CLEARANCES:

- [X] Legal TG
 [] 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 [Signature]

Purpose and Recommendation

The purpose of this ILA is to assist the City of Normandy Park by monitoring the compliance of its contract Public Defense Attorneys with the Supreme Court's numeric caseload standards established by Order of the Washington Supreme Court effective January 1, 2015.

Suggested Motion

Motion: "I move to approve the Interlocal Agreement between the City of Normandy Park and the City of Des Moines for monitoring and ensuring the compliance of Normandy Park contract Public Defense Attorneys with the Supreme Court's numeric caseload standards and to authorize the City Manager to sign the Agreement substantially in the form as submitted."

Background

The Washington State Supreme Court issued an Order on June 15, 2012 establishing numeric caseload standards for public defenders effective January 1, 2015. Beginning January 1, 2015, Public Defense Attorneys who represent misdemeanor clients are required to certify that they comply with the numerical case limits established by the Court.

Discussion

The City of Normandy Park has requested Des Moines' assistance in monitoring the compliance of Normandy Park's contract Public Defense Attorneys and the Des Moines City Manager is willing and able to provide this service to Normandy Park.

Alternatives

Not to approve and sign the ILA as presented.

Financial Impact

The City of Normandy Park shall pay a flat rate of \$106.66 per month for Des Moines' monitoring services. This represents two hours of Executive Assistant time per month. The time estimate to ensure compliance is estimated to be one to two hours per month.

Recommendation or Conclusion

It is recommended that the City of Des Moines enter into this ILA with Normandy Park.

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF NORMANDY PARK AND
THE CITY OF DES MOINES FOR MONITORING COMPLIANCE WITH PUBLIC
DEFENSE STANDARDS**

WHEREAS, the City of Normandy Park (hereafter “Normandy Park”) is a municipal corporation organized under the laws of the State of Washington; and

WHEREAS, the City of Des Moines (hereafter “Des Moines”) is a municipal corporation organized under the laws of the State of Washington; and

WHEREAS, each of the parties to this Agreement contract with Public Defense Attorney’s to provide defense services to indigent criminal defendants; and

WHEREAS, the Washington Supreme Court issued an Order June 15, 2012 establishing numeric caseload standards for public defenders effective January 1, 2015; and

WHEREAS, beginning on January 1, 2015, public defense attorneys who represent misdemeanor clients will be required to certify that they comply with these numerical case limits, and

WHEREAS, Chapter 39.34 RCW (“The Interlocal Cooperation Act”) permits municipal corporations to contract with one another to perform any act that each is independently authorized to perform; and

WHEREAS, Normandy Park is seeking assistance in monitoring the compliance of their contract Public Defense Attorneys with the Supreme Court’s numeric caseload standards; and

WHEREAS, Des Moines is willing and able to provide this service to Normandy Park; and

NOW, THEREFORE, in consideration for the mutual covenants and promises set forth in this Agreement, and in the exercise of authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW, Normandy Park and Des Moines do hereby agree to the following:

1. Purpose. The purpose of this Agreement is for the City of Des Moines to monitor and ensure the compliance of Normandy Park contract Public Defense Attorneys with the Supreme Court’s numeric caseload standards.
2. Administration. The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

Interlocal Agreement Between Normandy Park and
Des Moines for Numeric Public Defense Caseload Monitoring
Page 2

The City of Des Moines's representative shall be Anthony A. Piasecki, City Manager, or his designee.

The City of Normandy Park's representative shall be the City Manager, or his designee.

3. Duties of Des Moines. Des Moines shall perform the following duties:

- (a) Maintain Records. The City of Des Moines will maintain an accurate accounting of Normandy Park Public Defense Attorney numeric caseloads.
- (b) Monitor Compliance. The City of Des Moines will monitor the reported caseloads of Normandy Park Public Defense Attorneys for compliance with State standards.
- (c) Communication. The City of Des Moines will provide periodic reports to Normandy Park of caseloads of Normandy Park Public Defense Attorneys.

4. Duties of Normandy Park. Normandy Park shall perform the following duties:

Pay the City of Des Moines the flat rate of \$106.66 per month. All payments and billings will be handled through the City of Des Moines and will be due within 30 days of receiving an invoice.

5. Indemnification. Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself, its employees and its agents. Each party shall be responsible for its own negligence; neither party shall indemnify nor hold the other party harmless.

6. Actions Contesting Agreement. Each party shall appear and defend any action or legal proceeding brought to determine or contest: (i) the validity of this Agreement and/or (ii) the legal authority of Normandy Park and/or Des Moines to undertake the activities contemplated by this Agreement. If both parties to this Agreement are not named as parties to the action, the party named shall give the other party prompt notice of the action and provide the other an opportunity to intervene. Each party shall bear any costs and expenses taxed by the court against it; any costs and expenses assessed by a court against both parties jointly shall be shared equally.

7. Independent Contractor. Each party to this Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make any employee of Normandy Park a Des Moines' employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's

Interlocal Agreement Between Normandy Park and
Des Moines for Numeric Public Defense Caseload Monitoring
Page 3

compensation pursuant to Title 51 RCW, or any other rights or privileges accorded Des Moines' employees by virtue of their employment. Nothing in this Agreement shall make any employee of Des Moines a Normandy Park employee for any purpose, including but not limited to for withholding taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded Normandy Park employees by virtue of their employment. At all times pertinent hereto, employees of Des Moines are acting as Des Moines employees and employees of Normandy Park are acting as Normandy Park employees.

8. Notice. Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent by certified or registered mail, return receipt requested, addressed as follows, or to such other address as may be designated by the addressee by written notice to the other party:

To Des Moines:	Anthony Piasecki, City Manager City of Des Moines 21630 11th Avenue South Des Moines, WA 98198
----------------	---

To Normandy Park:	Chris Gaddis, Acting City Manager City of Normandy Park 801 SW 174th Street Normandy Park, WA 98166
-------------------	--

9. Partial Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair, or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect. Notwithstanding the foregoing, this Agreement shall be subject to re-negotiation as provided in this Agreement.

10. Assignability. The rights, duties, and obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

11. Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them regarding the subject matter hereof. There are no other representations, agreements, or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement. No amendment of, or supplement to, this Agreement shall be valid or effective unless made in writing and executed by the parties hereto.

Interlocal Agreement Between Normandy Park and
Des Moines for Numeric Public Defense Caseload Monitoring
Page 4

12. Mediation/Arbitration Clause. If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under the American Arbitration Association's Rules before resorting to arbitration. The mediator may be selected by agreement of the parties or through the American Arbitration Association. Following mediation, any unresolved controversy or claim arising from or relating to this 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.

13. Captions. The section and paragraph captions used in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

14. Duration and Termination. The terms of this Agreement shall be for a period of one (1) year and shall automatically renew for successive years unless terminated by either party in accordance with this agreement. The Agreement shall take effect on January 1, 2015 or as soon thereafter as all of the following events have occurred:

- (a) Approval of the Agreement by the official action of the governing bodies of each of the parties hereto.
- (b) Execution of the Agreement by the duly authorized representative of each of the parties hereto.
- (c) Filing a copy of this Agreement with King County Department of Records and Elections.

Interlocal Agreement Between Normandy Park and
Des Moines for Numeric Public Defense Caseload Monitoring
Page 5

(d) Either party may elect to terminate this Agreement by written notice of termination to the other party delivered by regular mail to the contact person identified herein. Said termination shall become effective ninety (90) days from the date of receipt of said written notice.

DATED this _____ day of _____, 20_____.

CITY OF DES MOINES

CITY OF NORMANDY PARK

By _____
Anthony Piasecki, City Manager
By Direction of the City Council

Chris Gaddis, Acting City Manager
By Direction of the City Council

Taken January 8, 2015

Taken _____

Approved as to Form:

Approved as to Form:

City Attorney

City Attorney

THIS PAGE LEFT INTENTIONALLY BLANK

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Normandy Park ILA for Finance Services

ATTACHMENTS:

1. ILA Between the City of Normandy Park and the City of Des Moines for Finance Services

FOR AGENDA OF: January 8, 2015

DEPT. OF ORIGIN: Finance

DATE SUBMITTED: December 30, 2014

CLEARANCES:

☒ Legal SB

☒ Finance DM

☐ 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 [Signature]

Purpose and Recommendation

The purpose of this ILA is to enable Normandy Park to contract with Des Moines for specific Finance Department Services as needed.

Suggested Motion

Motion: "I move to approve the Interlocal Agreement between the City of Normandy Park and the City of Des Moines to provide financial department services to the other party as needed and to authorize the City Manager to sign the Agreement substantially in the form as submitted."

Background

Chapter 39.34 RCW permits municipal corporations to contract with one another to perform acts that each is independently authorized to perform. Both Cities' Finance Departments have similar operational needs and can provide savings to taxpayers through contracting for shared services.

Discussion

Normandy Park has requested an ILA with Des Moines to receive specific Finance Department services as needed. The ILA provides terms and conditions under which one City may use the services of the

other City's staff members. Normandy Park will submit a written request and scope of work to Des Moines; and, if Des Moines has the capacity, the Des Moines Finance Department will accept the project and complete the work.

Alternatives

Not to approve and sign the ILA as presented.

Financial Impact

Normandy Park will pay for actual direct and related indirect costs, including any overhead and administrative charges, for services provided by the City of Des Moines. The preliminary per/hour cost is \$76.25.

Recommendation or Conclusion

It is recommended that the City of Des Moines enter into this ILA with Normandy Park.

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF NORMANDY PARK AND
THE CITY OF DES MOINES FOR FINANCE DEPARTMENT SERVICES**

WHEREAS, the City of Normandy Park (hereafter “Normandy Park”) is a municipal corporation organized under the laws of the State of Washington; and

WHEREAS, the City of Des Moines (hereafter “Des Moines”) is a municipal corporation organized under the laws of the State of Washington; and

WHEREAS, the Parties Finance Departments have similar operational needs and can provide savings to taxpayers through contracting for shared services; and

WHEREAS, Chapter 39.34 RCW (“The Interlocal Cooperation Act”) permits municipal corporations to contract with one another to perform any act that each is independently authorized to perform; and

WHEREAS, each Party has agreed to compensate the other Party for expenses incurred while utilizing the procedures offered under this Agreement; and

WHEREAS, this Agreement represents a collaborative effort to share resources by defining the terms and condition under which one Party may use the services of the other Party’s staff member; and

NOW, THEREFORE, in consideration for the mutual covenants and promises set forth in this Agreement, and in the exercise of authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW, Normandy Park and Des Moines do hereby agree to the following:

1. Purpose. The purpose of this Agreement is to utilize the provisions of state law to enable the parties to take advantage of economies of scale in sharing resources to provide for financial department services to the other party as needed.
2. Definitions.

“Providing Party” means the Party that has received a request to provide services.

“Requesting Party” means the Party that requests services from the Providing Party.
3. Scope of Work. The following process shall be followed by the Parties when seeking to engage in joint operations or contracted services under this Agreement.
 - i. Requests for Services. The Requesting Party shall submit a written request to the Providing Party setting forth the requested scope of work, requested duration or frequency of work, the estimated cost of

the work and budgeted amount for the work, any additional specifications or standards that must be considered, and a date by which a response is requested. If the Requesting Party is limited in the amount of money it can spend on the request due to a budget appropriation, the Requesting Party must specify that limitation in its request.

- ii. Acceptance of Request for Services. The Providing Party shall respond to the written request for services through a written acceptance or denial. Should the Providing Party fail to respond to the Requesting Party by the date specified in the request, the Requesting Party's request shall expire and be void. An acceptance shall include the agreed upon scope of work, the total estimated direct cost for the work, the estimated indirect cost (all administrative charges and overhead), whether a deposit will be required and if so, for what purpose, and the duration and/or schedule for the work and any specifications or standards that will be applicable. The written acceptance shall require the signature of each such Party's respective City Manager/City Administrator.
- iii. Modifications to Scope, Schedule, and Budget. Any modifications to the project scope, schedule, and budget contained in the signed written acceptance, shall only be made by mutual agreement of the Parties. Any costs incurred by the Providing Party in excess of the agreed budget amount shall not be invoiced to the Requesting Party until and unless the Providing Party has received a letter from the Requesting Party with approval to increase the budget amount for the service.

- 4. Administration. The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

The City of Des Moines's representative shall be Anthony A. Piasecki, City Manager.

The City of Normandy Park's representative shall be Chris Gaddis, Acting City Manager.

- 5. Notice. Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent by certified or registered mail, return receipt requested, addressed as follows, or to

such other address as may be designated by the addressee by written notice to the other party:

To Des Moines: Anthony A. Piasecki, City Manager
City of Des Moines
21630 11th Avenue South
Des Moines, WA 98198

To Normandy Park: Chris Gaddis, Acting City Manager
City of Normandy Park
801 SW 174th Street
Normandy Park, WA 98166

6. Payment. The Parties shall pay for services provided pursuant to the following provisions:

- i. Payments for Materials and Services. Each Requesting Party shall pay for actual direct and related indirect costs including any overhead and administrative charges, for services provided by the Providing Party. All costs shall be part of the written acceptance pursuant to Section 3. Any indirect costs may be waived by the Providing Party at its discretion.
- ii. Billing Statement. The Providing Party shall submit monthly invoices to the Requesting Party on a form agreed upon by the Parties and shall contain the amount of services purchased with the corresponding dates, during the preceding month. Payment shall be made by the Requesting Party each month within thirty (30) days of receipt of the invoice.
- iii. Disputes. In the event there is a dispute regarding the amount of money owed among the Parties, the dispute shall be forwarded to each Party's City Manager/City Administrator for resolution. In the event there is no resolution after review by the Parties' City Managers/City Administrator, the Parties shall seek mediation through a mutually agreed mediation service, and each Party shall bear its own costs for mediation. If mediation is unsuccessful, any Party may pursue any legal remedy available from a court of competent jurisdiction. Any dispute that has gone to mediation and mediation was unsuccessful in resolving the dispute shall be grounds for any Party to terminate this Agreement for breach.
- iv. Reconciliation. Within thirty (30) days of submitting the last invoice for a service rendered under this Agreement, the Parties shall reconcile their respective accounts and provide a copy of the reconciliation to the other Parties. If the Parties' reconciliations do

not match, the Parties shall schedule a meeting within fourteen (14) days of receipt of the reconciliation statement to resolve the discrepancy(ies). If the discrepancy(ies) cannot be resolved, the Parties shall utilize the dispute process set forth in Subsection 6.3. Final payment and reconciliation of all accounts for all services rendered under this Agreement shall occur within ninety (90) days of the effective date of termination of this Agreement; or, no later than ninety (90) days after any service was rendered.

7. Term. This Agreement shall become effective as of the last date this Agreement is (a) approved by the legislative body of Des Moines and the legislative body of Normandy Park; and (b) subsequently executed by each Party according to that Party's adopted policies and procedures. This Agreement shall remain in full force and effect until terminated as provided herein.

8. Termination. The Parties may terminate this Agreement as follows:

- i. Termination by Notice. Either Party may terminate its participation in this Agreement by providing the other Party with sixty (60) days advance written notice of the effective date of such termination. The Party providing such notice shall remain responsible for any costs incurred under this Agreement, including any costs to which the Party is contractually obligated under any joint undertaking that extends beyond the sixty (60) Day termination date provided in the notice of termination.
- ii. Termination by Mutual Written Agreement. This Agreement may be terminated in its entirety at any time by written agreement that is executed by the Parties.
- iii. Termination for Breach. Either Party may terminate its participation in this Agreement with fourteen (14) days advance written notice to the other Party for material breach of the terms of this Agreement, provided that disputes regarding billing statements shall be handled pursuant to Subsection 6.3 and shall not be deemed a breach of this Agreement except as set forth in Subsection 6.3.

9. Indemnification and Hold Harmless.

Des Moines agrees to defend, indemnify, and hold harmless Normandy Park and its employees, officials, agents, and volunteers from any and all losses, claims, liabilities, lawsuits, or legal judgments arising from or caused by any negligent or tortuous actions or inactions, and any and all losses, claims, liabilities, lawsuits, or legal judgments arising from any willful or knowing violation of law by Des Moines or any of its employees, officials, agents, or

volunteers while performing its duties and obligations under this Agreement. All costs related to the negligence, or tortuous actions or inactions of Des Moines shall be paid by Des Moines or its insurer. This provision shall survive the expiration of this Agreement. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this Interlocal Agreement is not enforceable. This obligation shall not include such claims, costs, damages or expenses which are caused by the sole negligence of Normandy Park or its officers, agents, employees, assigns, contractors, licensees, invitees, volunteers or employees. 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 Des Moines and Normandy Park, its officers, officials, employees, and volunteers, the Des Moines liability hereunder shall be only to the extent of the Des Moines' negligence. It is farther specifically and expressly understood that the indemnification provided herein constitutes the Des Moines' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Normandy Park agrees to defend, indemnify, and hold harmless Des Moines and its employees, officials, agents, and volunteers from any and all losses, damages, claims, liabilities, lawsuits, or legal judgments arising from or caused by any negligent or tortuous actions or inactions, and any and all losses, claims, liabilities, lawsuits, or legal judgments arising from any willful or knowing violation of law by Normandy Park or any of its employees, officials, agents, or volunteers while performing its duties and obligations under this Agreement. All costs related to the negligence, or tortuous actions or inactions of Normandy Park shall be paid by Normandy Park or its insurer. This provision shall survive the expiration or earlier termination of this Agreement. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this Interlocal Agreement is not enforceable. This obligation shall not include such claims, costs, damages or expenses which are caused by the sole negligence of Des Moines or its officers, agents, employees, assigns, contractors, licensees, invitees, volunteers or employees. 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 Normandy Park and Des Moines, its officers, officials, employees, and volunteers, the Normandy Park's liability hereunder shall be only to the extent of the Normandy Park's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Normandy Park's waiver of immunity under industrial insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been

mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

10. Actions Contesting Agreement. Each party shall appear and defend any action or legal proceeding brought to determine or contest: (i) the validity of this Agreement and/or (ii) the legal authority of Normandy Park and/or Des Moines to undertake the activities contemplated by this Agreement. If both parties to this Agreement are not named as parties to the action, the party named shall give the other party prompt notice of the action and provide the other an opportunity to intervene. Each party shall bear any costs and expenses taxed by the court against it; any costs and expenses assessed by a court against both parties jointly shall be shared equally.

11. Independent Contractor. Each party to this Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make any employee of Normandy Park a Des Moines' employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded Des Moines' employees by virtue of their employment. Nothing in this Agreement shall make any employee of Des Moines a Normandy Park employee for any purpose, including but not limited to for withholding taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded Normandy Park employees by virtue of their employment. At all times pertinent hereto, employees of Des Moines are acting as Des Moines employees and employees of Normandy Park are acting as Normandy Park employees.

12. Partial Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair, or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect. Notwithstanding the foregoing, this Agreement shall be subject to re-negotiation as provided in this Agreement.

13. Assignability. The rights, duties, and obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

14. Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them regarding the subject matter hereof. There are no other representations, agreements, or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement. No amendment of, or supplement to, this Agreement shall be valid or effective unless made in writing and executed by the parties hereto.

15. Captions. The section and paragraph captions used in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

DATED this _____ day of _____, 20____.

CITY OF DES MOINES

CITY OF NORMANDY PARK

By _____
 Anthony Piasecki, City Manager
 By direction of the City Council

 Chris Gaddis, Acting City Manager
 By direction of the City Council

Taken January 8, 2015 _____

Taken _____

Attest:

Attest:

 City Clerk

 City Clerk

Approved as to Form:

Approved as to Form:

 City Attorney

 City Attorney

THIS PAGE LEFT INTENTIONALLY BLANK

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: 2015 Comprehensive Plan Periodic
Update - Economic Development Element

ATTACHMENTS:

1. Draft Economic Element
2. Work Program Schedule

FOR AGENDA OF: January 8, 2015

DEPT. OF ORIGIN: Planning, Building and
Public Works

DATE SUBMITTED: December 28, 2014

CLEARANCES:

[N/A] Legal _____

[N/A] Finance _____

[X] Economic Development *Wuu*

[N/A] Marina _____

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

[X] Planning, Building & Public Works *DB*

[N/A] Police _____

[N/A] Courts _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *AX*

Purpose and Recommendation

The purpose of this report is to brief City Council on the new Economic Development Element (see Attachment 1) of the Des Moines Comprehensive Plan and the schedule for reviewing other elements of the Plan. Council policy direction is requested regarding the proposed goals, policies and strategies for the Economic Development Element. Council has the option of docketing the Economic Development Element with any proposed changes for consideration in conjunction with the 2015 Comprehensive Plan Periodic Update by passing the following motion:

Motion

Motion 1:

"I move to docket the Economic Development Element for consideration as part of the 2015 Comprehensive Plan Periodic Update."

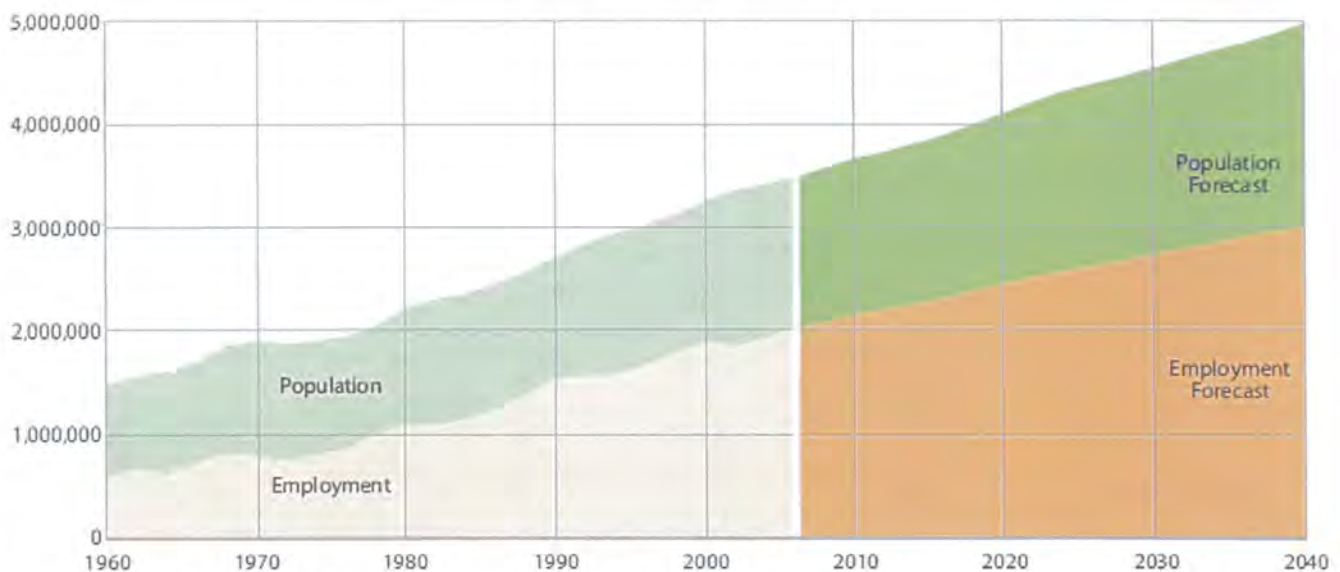
Background

Des Moines' Comprehensive Plan is the City's official statement with respect to its vision for future growth and development. It identifies goals, policies, and strategies for maintaining the health, welfare,

and quality of life of the Des Moines' residents. The Comprehensive Plan is comprised of individual elements addressing general planning, land use, transportation, conservation, capital facilities/utilities/public services, parks, recreation and open space, housing, community character, neighborhoods and public health.

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

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



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

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

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

Cities and counties fully planning under the GMA must complete period update for their entire comprehensive plan and development regulations. Under the GMA, the Legislature established a schedule for when the periodic update is required to be complete. King County and its cities must complete their update by June 30, 2015.

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

1. *Establish a public participation program.*

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. The program must provide for **early and continuous public participation** (RCW 36.70A.140). The program should clearly identify the scope of the review and identify when legislative action on the review and update component are proposed to occur. Counties and cities must ensure that **notice** of the update process is broadly and effectively disseminated (RCW 36.70A.035).

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. The Department of Commerce periodic update checklists provide a concise summary of the GMA requirements. The checklists are a tool that enables the Counties and Cities to compare their comprehensive plan and regulations against the latest requirements, determine what needs to be reviewed in greater detail, and what may need to be added, deleted, and amended in plans and codes to maintain compliance with the act.

The GMA calls out a number of specific items that **must** be reviewed as part of the periodic update:

- Urban growth areas (UGAs), which by definition include all cities, to determine if the zoning as adequate capacity to accommodate the next twenty years of projected population and employment growth.
- Critical area ordinances to ensure "best available science" (BAS) is included in development regulations to protect critical area functions and values.
- Land use, housing, transportation and capital facilities elements and inventories as it relates to existing and projected needs.

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.

January 9, 2014 – Staff briefed the City Council as to the scope and approach for the Comprehensive Plan periodic review and update:

- Establish a Public Participation Program
- Focus on land use, housing, transportation and capital facilities elements and inventories as it relates to existing and projected needs.
- Make minor updates to Conservation, Transportation, Parks, Recreation and Open Space, Marina District and Pacific Ridge Elements to reflect recent code or policy changes.
- Add an Economic Development Element and make related updates to other elements.

- Freshen up document format and include more photos and graphics.

October 23, 2014 – Staff briefed Council 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.
- Consider replacing the General Planning Element with a Vision Statement for the City and general introduction to the Comprehensive Plan.
- Adding an Economic Development Element or Economic policies to the Land Use Element.

As staff completes the review of each plan element, they will bring proposed changes through the Council committees then provide briefings to the full Council. Any new proposed goals, policies, or strategies will be shown in track changes.

To date, staff has briefed the City Council, the Public Safety and Transportation Committee, the Finance & Economic Development Committee, and the Environment Committee on updates to the Plan and plan elements: Transportation Element, Capital Facilities, Utilities and Public Services Element and Conservation Element. In addition, the Planning Division hosted a public open house on April 23, 2014 and an information booth at the Des Moines Waterfront Market on August 16, 2014 to provide opportunities for the public to provide input on the update (see Attachment 3).

December 4, 2014 – City Council was briefed on public outreach efforts via a project with the University of Washington’s Community, Environment and Planning (CEP 460) class during the Fall 2014 timeframe. Working with City staff, students developed a short survey aimed at engaging the City’s ethnic and minority populations to identify any issues, opportunities, and constraints facing these community members and to solicit their vision for Des Moines in 2035. Students developed outreach materials for and participate in two library tabling event. Results of the tabling events, community survey and open house feedback will be considered in conjunction with the Comprehensive Plan update.

Discussion

A healthy economy plays an important role in ensuring Des Moines is a vibrant and sustainable community for living and working. The purpose of the Economic Development Element is to establish the goals, policies and strategies that promote economic growth.

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 draft Economic Development Element (see Attachment 1) was developed in collaboration with the Council Finance and Economic Development Committee and discussed at their October 9 and November 18, 2014 meetings. The document structure has been modified to better articulate the relationship between the goals, policies and implementation strategies. Based on input from the Committee, staff prepared a set of overarching goals along with strategies and action items for each policy. Action items are intended to facilitate the creation of an Economic Development Strategic Plan for use as a guiding and strategic document for economic development activities in the City. The overarching economic strategy for Des Moines strives to provide:

- A sustainable and resilient economy
- A diverse tax base
- Access to job opportunities
- Goods and services for the community

As staff completes the review of each comprehensive plan element, they will bring proposed changes through the Council committees then provide briefings to the full Council. Attachment 2 - Work Program Schedule, identifies these key check-in points with the Council as well as the public.

Alternatives

Council has the option of remanding the Economic Development Element back to the Finance and Economic Development Committee for further consideration.

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

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

Financial Impact

Establishing an Economic Development Element in the Des Moines Comprehensive Plan will facilitate investment in the City of Des Moines and realize City Council goals aimed at promoting economic growth and vitality and strengthening the City's financial capacity.

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

Recommendation or Conclusion

Staff requests Council input on the goals, policies and implementation strategies for the Economic Development Element of the 2015 Comprehensive Plan as outlined above.

Concurrence

N/A

THIS PAGE LEFT INTENTIONALLY BLANK

Chapter No __: 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 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

ED 1 Promote economic stability, growth, and vitality

POLICIES AND IMPLEMENTATION STRATEGIES

Policy

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.

Implementation Strategies

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.

Policy

- 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.

Implementation Strategy

- 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.

Policy

- ED 1.3 Increase opportunities for higher density, urbanized development focusing on mixed-use projects.

Implementation Strategy

- 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.

Policy

- ED 1.4 Encourage and leverage the value of public/private partnerships.

Implementation Strategy

- 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.

Policy

- 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.

Implementation Strategy

- 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.

Policy

- 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.

Implementation Strategy

- 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.

Policy

- ED 1.7 Focus on strategies to integrate sustainable development through design, energy efficiency, environmental mitigation and project development.

Implementation Strategy

- 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.

Policy

- ED 1.8 Foster strategies to support local small business, and retention and expansion of local businesses, in addition to business attraction activities.

Implementation Strategy

- ED 1.8.1 Work with Highline College Small Business Development Center and other organizations to foster the success of small business.

Policy

- 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).

Implementation Strategy

- 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.

Policy

- 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.

Implementation Strategy

- 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.

Policy

- ED 1.11 Collaborate with schools, colleges and local companies to foster a well-trained and educated workforce.

Implementation Strategy

- 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.

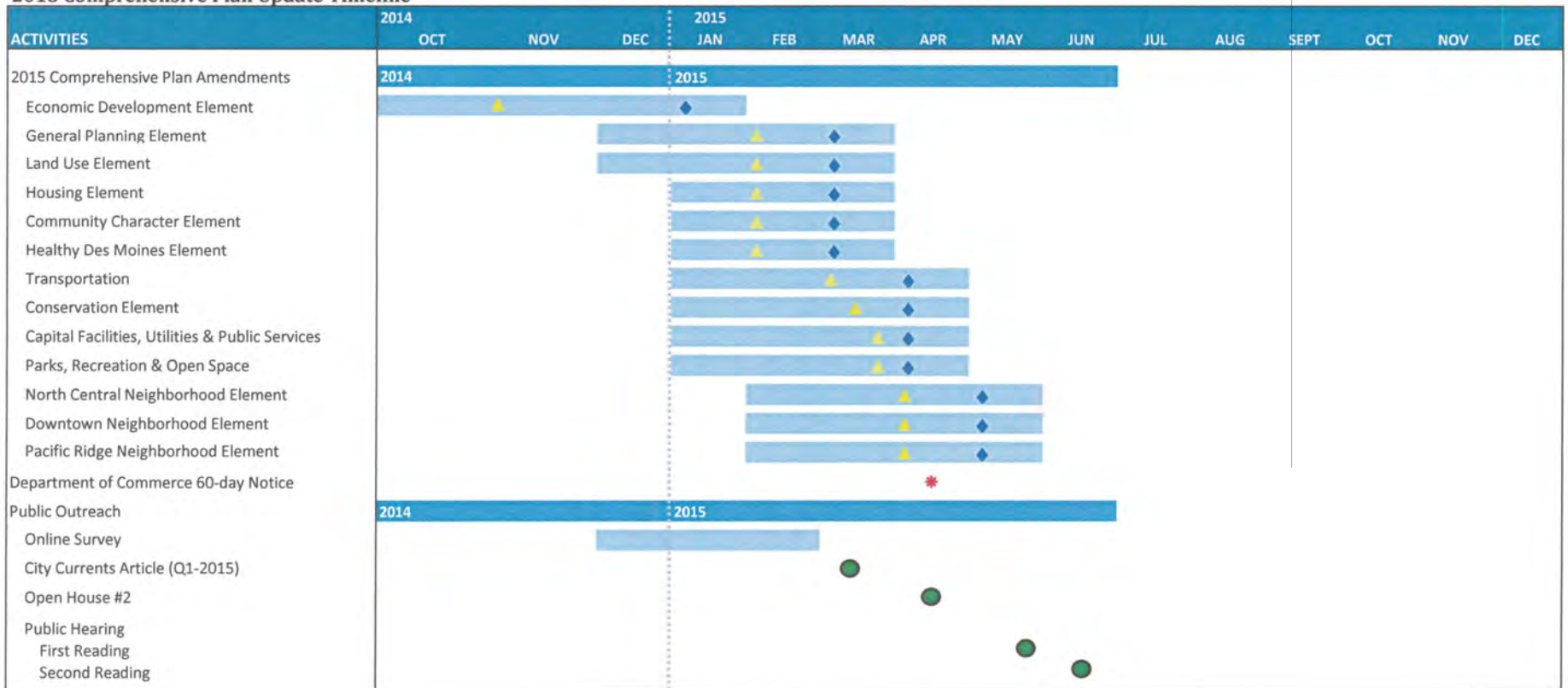
Policy

- 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.

Implementation Strategies

- 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.

2015 Comprehensive Plan Update Timeline



Council Committee Discussion
 City Council Discussion
 Public Outreach/Meetings
 Commerce Notice



THIS PAGE LEFT INTENTIONALLY BLANK

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Draft Resolution 14-241 Accepting Findings of Fact That An Emergency Existed

AGENDA OF: January 8, 2015

DEPT. OF ORIGIN: Planning, Building & Public Works

ATTACHMENTS:

DATE SUBMITTED: December 31, 2014

1. Draft Resolution No. 14-241
2. Proclamation of Emergency
3. Professional Services Contract with Moffatt and Nichol
4. Contract/Invoice with Security Contractor Services, Inc. – Fencing
5. Contract/Invoice with Emerald City Fence - Fencing
6. Contract/Invoice with NC Power Systems – Equipment Rental
7. Contract/Invoice with NC Machinery – Equipment Rental
8. Governor's Proclamation and a letter to FHWA requesting Emergency Relief Funds
9. Acknowledgement Letter from FHWA of Emergency

CLEARANCES:

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

**APPROVED BY CITY MANAGER
FOR SUBMITTAL:**

Purpose and Recommendation:

The purpose of this agenda item is to seek Council approval for the waiver of competitive bidding requirements for contracts authorized by the City Manager as a result of the November 29, 2014 high tide and wind event, as an emergency measure declared by the December 2, 2014 Proclamation of Emergency.

Suggested Motion:

Motion: "I move to adopt Draft Resolution 14-241 to allow the waiver of competitive bidding requirements for contracts authorized by the City Manager pursuant to the December 2, 2014 Proclamation of Emergency pursuant to RCW 39.04.280."

Background and Discussion:

On November 29, 2014, a high tide and strong winds collided with and severely damaged the Redondo Seawall and Boardwalk, the public fishing pier, private homes, and private property.

In response, a Proclamation of Emergency was issued by the City Manager on December 2, 2014 (Attachment 2), thereby waiving competitive bidding requirements and award of professional services and public works contracts for any emergency related work. Staff was also directed to provide Council with the written findings to support the existence of this emergency. The City Council was briefed on the situation at the December 4, 2014 Council meeting.

The City is contracting with Moffatt & Nichol (Attachment 3), to provide an assessment of the damages and recommendations and alternatives for repair and or replacement of the Boardwalk. They have helped the City during emergency situations in the past, most notably the "J" Dock Fire, and they have always performed professionally and expeditiously.

The City has also contracted with a number of vendors for supplies and equipment as follows:

- Security Contractor Services, Inc. – Fencing (Attachment 4)
- Emerald City Fence – Fencing (Attachment 5)
- NC Power Systems – Equipment Rental (Attachment 6)
- NC Machinery – Equipment Rental (Attachment 7)

Financial Impact:

At this time, costs for the initial response to the emergency total \$34,965 + staff time.

Costs for the site remediation, additional emergency repairs, and subsequent rebuilding of Redondo Boardwalk are unknown at this time.

On December 10, 2014, Governor Inslee signed a Statewide Emergency Proclamation, and on December 11, 2014 a letter was sent to FHWA requesting Federal Emergency Relief Funds (Attachment 8) for a number of locations, including the Redondo Boardwalk. On December 31, 2014 FHWA sent a response letter acknowledging that an emergency existed, and that Emergency Relief funds, subject to their availability, may be used for eligible repairs. Staff is coordinating a site visit with FHWA and WSDOT staff in the coming weeks to review the damaged boardwalk and discuss repair and replacement options for funding eligibility.

Recommendation/Conclusion:

Approve the Draft Resolution.

Concurrence:

Executive, Planning, Building & Public Works, Legal, and Finance Departments concur.

CITY ATTORNEY'S FIRST DRAFT 12/31/2014

DRAFT RESOLUTION NO. 14-241

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, accepting findings that an emergency existed on November 29, 2014, which justified the City's entering into emergency contracts to repair and remediate the effects of the high tide and strong winds that collided with and severely damaged the Redondo Seawall and Boardwalk, the public fishing pier, private homes, and private property; and to ratify the actions taken and the waiver of the competitive bid laws pursuant to state law and the December 2, 2014 Proclamation of Emergency.

WHEREAS, on Saturday, November 29, 2014, the City experienced severe high tides and strong winds in the Redondo area which represented a real and immediate threat to life and property, and

WHEREAS, RCW 39.04.280(1)(e) allows for the waiver of competitive bidding for contracts for emergency expenditures caused by unanticipated occurrences for the restoration to a condition of usefulness of any public property which has been damaged or destroyed or for public relief from an unanticipated emergency; and

WHEREAS, on December 2, 2014, a Proclamation of Emergency was issued by the City Manager, thereby waiving competitive bidding requirements and awards for any emergency related work, and

WHEREAS, emergency-related work included efforts to secure and stabilize the Redondo Seawall and Boardwalk and the surrounding Puget Sound aquatic environment, and

WHEREAS, the City entered into emergency professional services and public works contracts to respond to the remediation of the site and the emergency structural stabilization of Seawall and Boardwalk to their previous condition prior to the storm, and

WHEREAS, The City Council was formally briefed on the situation on December 4, 2014; now therefore,

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

Resolution No. _____
 Page 2 of 2

Sec. 1. The foregoing recitals are adopted as findings of fact.

Sec. 2. The City Council finds that, under these circumstances, an emergency existed as defined by RCW 39.04.280(3), justifying execution of construction contracts and professional services contracts without compliance with competitive bidding requirements of state law, including a contract with Moffatt & Nichol for an amount not to exceed \$50,000.

Sec. 3. The Des Moines City Council does hereby ratify the actions taken and the waiver of the competitive bid laws pursuant to state law and the December 2, 2014 Proclamation of Emergency.

ADOPTED BY the City Council of the City of Des Moines, Washington this ____ day of _____, 2014 and signed in authentication thereof this ____ day of _____, 2014.

 M A Y O R

APPROVED AS TO FORM:

 City Attorney

ATTEST:

 City Clerk

PROCLAMATION OF EMERGENCY

WHEREAS, the City of Des Moines staff has reported to the City Manager that beginning on Saturday morning November 29, 2014, a high tide coupled with strong winds out of the northwest collided with the Redondo area, causing waves to crash into and over the Redondo Seawall and Boardwalk, flooding on Redondo Beach Drive (Federal Classification ID number 1007/WSDOT Route ID number 420000070), and flooding of private property. The powerful waves destroyed much of the Boardwalk, caused damage to the public fishing pier, and caused damage to homes and private property. The roadway was closed for much of the day on the November 29, 2014, and crews worked into the night to get the roadway reopened. However, due to the magnitude of the damage to the Boardwalk, the Boardwalk remains closed at this time, and will require significant resources for repair and replacement. Crews continue to stabilize the area for public safety, and

WHEREAS, these problems may last for a significant period of time and cause a threat to life and property, and

WHEREAS, this constitutes an emergency as defined by the Des Moines Comprehensive Emergency Management Plan and necessitates the utilization of emergency powers granted pursuant to chapter 2.36 DMMC, RCW 36.40.180, and RCW 38.52.070(2); now therefore,

BE IT PROCLAIMED by the City Manager of the City of Des Moines that an emergency exists in the City of Des Moines; therefore, the Des Moines Director of Emergency Management and City departments are authorized to take emergency actions and to provide emergency services to protect the health and safety of persons and property pursuant to the City of Des Moines Comprehensive Emergency Management Plan ("Plan"), chapter 38.52 RCW, and chapter 2.36 DMMC. As directed pursuant to the Plan, each City department is authorized to exercise the powers vested under this proclamation to enter into contracts and to incur obligations necessary to combat such victims of such disaster in the light of the exigencies of an extreme emergency situation without regard to time-consuming procedures and formalities prescribed by law (excepting mandatory constitutional requirements.)

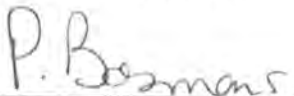
DATED this 2nd day of December, 2014.

CITY OF DES MOINES



City Manager

APPROVED AS TO FORM:



Des Moines City Attorney

THIS PAGE LEFT INTENTIONALLY BLANK



CONSULTANT SERVICES CONTRACT between the City of Des Moines and

Moffatt & Nichol

THIS CONTRACT is made between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and Moffatt & Nichol organized under the laws of the State of Washington, located and doing business at 600 University St., Suite 610, Seattle WA 98101 (hereinafter the "Consultant").

I. DESCRIPTION OF WORK.

Consultant shall perform the following services for the City in accordance with the following described plans and/or specifications:

See attached Scope of Work

Consultant further represents that the services furnished under this Contract will be performed in accordance with generally accepted professional practices within the Puget Sound region in effect at the time those services are performed.

II. TIME OF COMPLETION. The parties agree that work will begin on the tasks described in Section I above immediately upon the effective date of this Contract. Upon the effective date of this Contract, Consultant shall complete the work described in Section I by March 31, 2015.

III. COMPENSATION.

- A. The City shall pay the Consultant, based on time and materials, an amount not to exceed **\$25,640.00** for the services described in this Contract. This is the maximum amount to be paid under this Contract for the work described in Section I above, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Contract. The Consultant agrees that the amount budgeted for as set forth in **Exhibit A** for its services contracted for herein shall remain locked at the negotiated rate(s) for a period of one (1) year from the effective date of this Contract.

- B. The Consultant shall submit monthly payment invoices to the City for work performed, and a final bill upon completion of all services described in this Contract. The City shall provide payment within forty-five (45) days of receipt of an invoice. If the City objects to all or any portion of an invoice, it shall notify the Consultant and reserves the option to only pay that portion of the invoice not in dispute. In that event, the parties will immediately make every effort to settle the disputed portion.

IV. INDEPENDENT CONTRACTOR. The parties intend that an Independent Contractor-Employer Relationship will be created by this Contract and that the Consultant has the ability to control and direct the performance and details of its work; however, the City shall have authority to ensure that the terms of the Contract are performed in the appropriate manner.

V. CHANGES. The City may issue a written change order for any change in the Contract work during the performance of this Contract. If the Consultant determines, for any reason, that a change order is necessary, Consultant must submit a written change order request to the person listed in the notice provision section of this Contract, section XVI(C), within fourteen (14) calendar days of the date Consultant knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Consultant's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Consultant on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Consultant shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Consultant fails to require a change order within the time specified in this paragraph, the Consultant waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Consultant disagrees with the equitable adjustment, the Consultant must complete the change order work; however, the Consultant may elect to protest the adjustment as provided in subsections A through E of Section VI, Claims, below.

The Consultant accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is accepted by Consultant as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.

VI. CLAIMS. If the Consultant disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Consultant may file a claim as provided in this section. The Consultant shall give written notice to the City of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date the Consultant knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Contract or otherwise, shall be conclusively deemed to have been waived by

the Consultant unless a timely written claim is made in strict accordance with the applicable provisions of this Contract.

At a minimum, a Consultant's written claim shall include the information set forth in subsections A, Items 1 through 5 below.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY.

- A. Notice of Claim. Provide a signed written notice of claim that provides the following information:
 - 1. The date of the Consultant's claim;
 - 2. The nature and circumstances that caused the claim;
 - 3. The provisions in this Contract that support the claim;
 - 4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
 - 5. An analysis of the progress schedule showing the schedule change or disruption if the Consultant is asserting a schedule change or disruption.
- B. Records. The Consultant shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Consultant's records needed for evaluating the protest.

The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

- C. Consultant's Duty to Complete Protested Work. In spite of any claim, the Contractor shall proceed promptly to provide the goods, materials and services required by the City under this Contract.
- D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Consultant also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).
- E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Consultant completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

VII. LIMITATION OF ACTIONS. CONSULTANT MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS CONTRACT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONSULTANT'S ABILITY

TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

VIII. TERMINATION. Either party may terminate this Contract, with or without cause, upon providing the other party thirty (30) days written notice at its address set forth on the signature block of this Contract. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this project, which may be used by the City without restriction. If the City's use of Consultant's records or data is not related to this project, it shall be without liability or legal exposure to the Consultant.

IX. DISCRIMINATION. In the hiring of employees for the performance of work under this Contract or any subcontract, the Consultant, its subcontractors, or any person acting on behalf of the Consultant or subcontractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

X. INDEMNIFICATION. Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

The City's inspection or acceptance of any of Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Contract 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 Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

The provisions of this section shall survive the expiration or termination of this Contract.

XI. INSURANCE. The Consultant shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

No Limitation. Consultant's maintenance of insurance as required by the Contract shall not be construed to limit the liability of the Consultant to the coverage
CONSULTANT SERVICES CONTRACT 4
(Various)

provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

Minimum Amounts of Insurance: Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability Insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

C. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

D. Verification of Coverage Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

XII. EXCHANGE OF INFORMATION. The City will provide its best efforts to provide reasonable accuracy of any information supplied by it to Consultant for the purpose of completion of the work under this Contract.

XIII. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS. Original documents, drawings, designs, reports, or any other records developed or created under this Contract shall belong to and become the property of the City. All records submitted by the City to the Consultant will be safeguarded by the Consultant. Consultant shall make such data, documents, and files available to the City upon the City's request. The City's use or reuse of any of the documents, data and files created by Consultant for this project by anyone other than Consultant on any other project shall be without liability or legal exposure to Consultant.

XIV. CITY'S RIGHT OF INSPECTION. Even though Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Contract, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure satisfactory completion.

XV. WORK PERFORMED AT CONSULTANT'S RISK. Consultant shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Consultant's own risk, and Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

XVI. MISCELLANEOUS PROVISIONS.

A. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Contract, or to exercise any option conferred by this Contract in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

B. Resolution of Disputes and Governing Law.

1. Alternative Dispute Resolution. If a dispute arises from or relates to this Contract or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon written agreement of the parties to waive mediation, any unresolved controversy or claim

arising from or relating to this Contract or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. 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.

2. Applicable Law and Jurisdiction. This Contract shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method as set forth above, in the event any claim, dispute or action arising from or relating to this Contract cannot be submitted to arbitration, then it shall be commenced exclusively in the King County Superior Court or the United States District Court, Western District of Washington as appropriate. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section X of this Contract.

C. Written Notice. All communications regarding this Contract shall be sent to the parties at the addresses listed on the signature page of this Contract, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Contract or such other address as may be hereafter specified in writing.

D. Assignment. Any assignment of this Contract by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Contract shall continue in full force and effect and no further assignment shall be made without additional written consent.

E. Modification. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by a duly authorized representative of the City and Consultant.

F. Entire Contract. The written provisions and terms of this Contract, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Contract. All of the above documents are hereby made a part of this Contract. However, should any language in any of the Exhibits to this Contract conflict with any language contained in this Contract, the terms of this Contract shall prevail.

G. Compliance with Laws. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Consultant's business, equipment, and personnel engaged in operations covered by this Contract or accruing out of the performance of those operations.

H. Business License. Contractor shall comply with the provisions of Title 5 Chapter 5.04 of the Des Moines Municipal Code.

I. Counterparts. This Contract may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Contract.

J. 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.

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

CONSULTANT: By: <u>MP Kemp Hill</u> (signature) Print Name: <u>Michael Hemphill</u> Its <u>Senior Project Manager</u> (Title) DATE: <u>12/8/14</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>12/5/14</u> Approved as to form: <u>[Signature]</u> City Attorney DATE: <u>12/5/14</u>
--	---

NOTICES TO BE SENT TO: CONSULTANT: Mike Hemphill Moffatt & Nichol 600 University Street. Suite 610 Seattle, WA 98101 206-622-0222 (telephone) 206-622-4764 (facsimile)	NOTICES TO BE SENT TO: CITY OF DES MOINES: Joe Dusenbury City of Des Moines 21630 11th Avenue S., Suite A Des Moines, WA 98198 206-824-5700 (telephone) 206-878-5940 (facsimile)
--	---



600 University Street, Suite 610
Seattle, WA 98101

(206) 622-0222

December 3, 2014

City of Des Moines
22307 Dock Avenue South
Des Moines, WA 98198

Attn: Joe Dusenbury, Harbormaster

Subject: Redondo Beach Boardwalk
Proposal for Engineering Support Services
M&N File: PSEGEN

Dear Mr. Dusenbury:

As we discussed with you and Dan Brewer yesterday at the site, the following is a Scope of Work (SOW) and Fee Estimate (Fee) for Moffatt & Nichol (M&N) to investigate the environmental conditions and estimate construction costs to either replace or repair the damaged boardwalk. Based on Figure 1 project reach includes Areas A through D where Areas C and D suffered the most damage.

A severe wind storm created waves large enough on Saturday, November 29, 2014, to severely damage large portions of the board walk along Redondo Beach Drive South. Although a thorough assessment of the damage has not yet been completed, the majority of the visible damage occurred along the SW portion of the boardwalk (Areas C and D) with decking almost completely destroyed. Several support beams were reported damaged and the steel angle iron attached to the concrete bulkhead failed. The NW portion of the boardwalk (Areas A and B) sustained limited damage mainly to displaced decking and intermittent steel angle iron failures. Three of the five concrete pedestrian access ramps failed. Minor damage to a fourth ramp has been noted which will require repair.

Subsequent to that event the City has removed the most precarious debris and fenced off the area virtually closing the boardwalk to all pedestrian use.

SCOPE OF WORK

The following Scope of Work was developed to assist the City with developing a plan to either replace the damaged structure or repair it. M&N proposes the following tasks to complete the conceptual design and cost estimating for the boardwalk repair/replacement.

1. Review wind/wave data from November 29, 2014 via local and readily available sources.
2. Calculate wave uplift forces based on November 29 storm event.
3. Perform wind/wave hind cast and develop return period wind/wave at the project site.
4. Compare the results of Task 1 with the results of Task 3 and confer with the City as to which event they would like the design of any future repairs and/or replacement schemes to be based upon.
5. Review as-built/record drawings, any available reports or calculations relating to the boardwalk and bulkhead along Redondo Beach Drive South.
6. Visit site at low tide so that engineers can get a close look at the damage and condition of the remaining structure. Compare what is observed to what is shown on the drawings and note any discrepancies.

7. From as-built/record drawings (provided by the City) estimate a complete replacement of the entire boardwalk using new materials and potentially incorporating elements into the concept design that could mitigate and/or minimize future damage e.g. use of grating on the deck or a cap modification that deflects wave spray away from the street.
8. Develop up to three repair concepts for the boardwalk that will include a typical section and plan view. Describe pros and cons with each option and develop opinion of probable construction costs.
9. Meet with at least one marine contractor to discuss logistics, access constraints, and probable methods of constructing the repairs and total replacement option.
10. Briefly discuss and consider a phased approach to the repair or replacement options. Develop bar-schedule and discuss cost impacts if some repair/replacement costs are deferred.
11. Meet with City and City staff to present/discuss at the following junctures:
 - a. Findings based on hind cast and site visit (Tasks 1-4)
 - b. Condition of remaining structure and complete replacement costs (Tasks 5-7)
 - c. Concepts prior to finalizing (Tasks 8-10)
12. Prepare final technical memorandum to present and summarize work completed above.
13. Optional Item: Present to City council.

SCHEDULE

M&N proposes to start this work immediately upon receipt of Notice-to-Proceed (NTP). The following schedule will be followed:

- Complete Tasks 1-4 w/in one week from NTP
- Complete Tasks 5-7 w/in two weeks from receipt of all pertinent information provided by the City
- Complete Tasks 8-10 w/in two week after completion of Tasks 1-7
- Complete Task 12 w/in one week after Task 11c

FEE

Work will be completed on a time and material basis in accordance with our Standard Rate Schedule, with a Not-to-Exceed amount of \$25,640.00 without written prior authorization. A breakdown of our fee proposal is attached. A list of assumptions from which this proposal and level of effort are based upon is also attached to this letter.

If there are questions regarding this proposal, please contact me at 206-622-0222, or by email at mhemphill@moffattnichol.com.

Sincerely,

MOFFATT & NICHOL



Michael P. Hemphill, P.E.
Supervisory Engineer/Project Manager

Enclosures: Fee Estimate
Figure 1
List of Assumptions



LIST OF ASSUMPTIONS

1. City will handle all permit issues with the agencies.
2. Site visit will occur sometime in December 2014 at a low tide. Low tides in December occur at night. M&N will be allowed to walk the beach using bright hand-held lights.
3. The condition assessment will be visual only. This will not be a repair design level of inspection.
4. Comments and brainstorming ideas from City and City staff will occur during tasks 1-11 and all ideas and comments concerning the materials, costs, and concepts proposed for repair/replacement will have been discussed and flushed out prior to the start of Task 12. Subsequent revisions to the memorandum based on City comments after Task 11 is completed are not included in this proposal.
5. Task 13, Presentation to City Council, will be scoped and negotiated at a later date.





**CITY OF DES MOINES
REDONDO BOARDWALK DAMAGE REHABILITATION PROJECT
ENGINEERING SUPPORT SERVICES
FEE PROPOSAL**

MOFFATT & NICHOL

TASK NO	DESCRIPTION	Supervisory Engineer	Coastal Engineer	Engineer III	Engineer II	Engineer / Scientist I	Designer Support	Admin. Assistant	Total	Total
		\$215	\$200	\$150	\$130	\$110	\$110	\$82		
1	Review wave/wind data from November Storm		4			4		1	9	\$1,322.00
2	Calculate wave uplift forces		2			6			8	\$1,060.00
3	Perform wind/wave hind cast & develop return periods		2			6		1	9	\$1,142.00
4	Compare Results and Choose Design Event		4						4	\$800.00
5	Review As-built dwgs and available info provided by City	4		4				1	9	\$1,542.00
6	Site Visit and Note discrepancies	4		8					12	\$2,060.00
7	Estimate Complete Replacement Costs of Boardwalk				10				10	\$1,300.00
8	Develop up to 3 Concept Repairs incl. costs	4		28	10		16		58	\$8,120.00
9	Meet w/Marine Contractor	2		2	4			1	9	\$1,332.00
10	Develop/Outline Phased Approach to Repair/Replacement			4	4				8	\$1,120.00
11	Meetings (up to 3)	8	4	4					16	\$3,120.00
12	Prepare Final Technical Memo	2	8				4	1	15	\$2,552.00
13	Present to City Council - Optional Task								0	\$0.00
TOTAL HOURS		24	24	50	28	16	20	5	167	\$25,470.00
TOTAL LABOR		\$5,160	\$4,800	\$7,500	\$3,640	\$1,760	\$2,200	\$410	167	\$25,470
SUBCONSULTANTS		AMT	MARKUP	TOTAL	DIRECT EXPENSES					
A		0	\$	-	Mileage					\$100
B		0	\$	-	Reproduction / Plotting / Printing					
C		0	\$	-	Postage / Courier					
D		0	\$	-	Travel (airfare, lodging, meals)					\$25
E		0	\$	-	Telephone / Fax					
F		0	\$	-	Photographic Processing					
G		0	\$	-	Miscellaneous / Other					\$45
					TOTAL EXPENSES					\$170
					TOTAL SUBCONSULTANTS					\$0
					PROJECT TOTAL					\$25,640



FIGURE 1



SECURITY CONTRACTOR SERVICES, INC.
 Security Contractor Services, Inc.
 9619 8th Avenue South
 Seattle, WA 98108
 (206) 767-7383

04-N010708
 CITY OF DES MOINES MARINA
 22307 DOCK AVE S
 DES MOINES WA 98198

INVOICE PAGE: 1

INVOICE NUMBER: 0220212-IN
 INVOICE DATE: 12/05/2014
 CONTRACT NO.: R064200
 CONTRACT BEGIN: 12/03/2014
 SHIPPING NUM: 0070416
 BEGIN DATE: 12/03/2014
 RETURN/REBILL: 06/03/2015

REDONDO BOARDWALK

DES MOINES WA

Rental period: 12/03/2014 - 06/03/2015

SCOTT WILKINS

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS	
REDONDO BDWLK	Our Truck	Job Site	C O D (Cust Req)	
ITEM #/FOOTAGE	ORDERED	SHIPPED	PRICE	AMOUNT
P 1050.00 12.5' X 7' PANEL	84	84	2.0000	2,100.00
B Blocks	82	82	.0000	.00
C Clamps	84	84	.0000	.00
/04OTLB INSTALLATION LABOR				262.50
/04OTLB REMOVAL LABOR				262.50
/04DPN Delivery/Pickup Charge				200.00

PAID

CK. NO.
DATE

Visa

12/5/14

Thank you!

NET INVOICE: 2,825.00
 FREIGHT: .00
 SALES TAX: 268.38

INVOICE TOTAL: 3,093.38

 A service charge will be assessed at the rate of 2% per month (24% per annum); with a minimum service charge of \$5.00. This service charge will be assessed at 60 days and every month thereafter until the invoice is paid in full. All expenses incurred to collect monies due will be paid by the purchaser. A handling charge of 15% will be made for stock material returned for credit. Non-standard items are not returnable. Claims for loss, damage, or shortage must be made within 5 days from date delivered to receive recognition.

Transaction Successful

Transaction Receipt	
Merchant:	SECURITY CONTRACTOR SERVICES INC - (Seattle, WA)
Date/Time:	12/05/2014 12:52:26 PM PST
Transaction ID:	2502345573
Transaction Type:	Card Sale
Amount:	3,093.38
Credit Card Information	
CC Type:	Visa
CC Number:	*****5630
Auth. Code:	067862
Processor:	Vital harris
Billing Information	Shipping Information
21630 11th Ave S Des Moines WA, 98198 US	US
Order Information	
Order ID:	04-N010708
Description:	0220212 - ppy
PO Number:	Redondo Boardwalk

EMERALD CITY FENCE RENTALS

P.O. BOX 2604

RENTON, WA 98056

Phone # 425-271-0138 Fax # 425-271-8366

info@ecfencerentals.com

Invoice

Date

Invoice #

12/4/2014

33548

Bill To

CITY OF DES MOINES
ACCTS PAYABLE
21630 11TH AVE S
DES MOINES, WA 98198-6398

Ship To

REDONDO BOARDWALK FENCING
ALONG REDONDO BEACH DR. SO
DES MOINES, WA

			P.O. No.	Terms	Due Date
				Net 30	1/3/2015
Qty	Item	Description	U/M	Rate	Amount
1,550	RSF6	1150FT OF 6' - 12.5' CHAIN LINK FENCE PANEL RENTAL (6 MONTH RENTAL PERIOD)	ft	2.00	3,100.00
1	RSDEL	DELIVERY/SETUP CHARGE	ea	75.00	75.00
		REDONDO BOARDWALK DESTROYED IN STORM ON 11-29-2014 RENTAL FENCE ALONG REDONDO BEACH DRIVE			
		RENTAL PERIOD 6 MONTHS WITH OPTION TO EXTEND 12-03-2014 TO 06-13-2015			
		1550 124 FENCE PANELS 126 CONCRETE BLOCKS 125 FENCE CLAMPS			
		SITE CONTACT SCOTT WILKINS 206-383-0662			

Subtotal

\$3,175.00

Sales Tax (9.5%)

\$301.63

Total

\$3,476.63

Balance Due

\$3,476.63

THIS PAGE LEFT INTENTIONALLY BLANK

WA - (425) 251-9800

AK - (907) 786-7500

Please Remit To: NC Power Systems Co.
PO Box 58201
Tukwila, WA 98138-1201

SOLD TO

CITY OF DES MOINES
21630 11TH AVE S
DES MOINES WA

SHIP TO

98198-6317

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	STORE	DIV	SALESMAN	TERMS	PAGE
PSW00109099	12-05-14	3265700		00	E	DEV	2	1
PSO/WD NO.	DOC DATE	PC	LC	MC	SHIP VIA		INV SEQ NO.	
PS75264	11-19-14	10	10	10			8069794	
MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING		MACHINE ID NO.		
AA	3406	04ZR01667		267.0		96E00321		
QUANTITY	ITEM	N/R	DESCRIPTION	UNIT PRICE		EXTENSION		

TROUBLESHOOT CHARGING ISSUE

PERFORM SVC CONTR & MAINT PGMS

TROUBLESHOOT CHARGING ISSUE

CUSTOMER CONCERN

TECH ID: 1752 -- FRIDAY, NOVEMBER 21, 2014 11:13 AM - CHARGER FAILURE?

REPAIR COMMENTS

TECH ID: 1752 -- FRIDAY, NOVEMBER 21, 2014 11:14 AM - TRAVEL TO SITE, FOUND GENERATOR PANEL IN ALARM, (LOW COOLANT TEMP/BATTERY CHARGER FAIL) FOUND UNIT COLD AND BATTERY CHARGER FLASHING AC FAIL. TROUBLESHOOT, NO AC AT HEATER OR CHARGER, BLOCK HEATER AND CHARGER BREAKERS CLOSED/ NO POWER TO DISTRIBUTION PANEL, HUNTED UPSTREAM FOUND SUPPLY BREAKER TRIPPED, CLOSED BREAKER, POWER TO CHARGER/HEATER/ CLOSED TRIPPED BREAKER IN PANEL, BREAKERS TRIP, FAULT IN AC UNIT POWER BY PANEL, REST ALL OKAY LEAVING AC UNIT OFF/ NORMAL OPERATION HAVE AC UNIT LOOKED AT, R&R 2 4D BATTS, CLEAN BATTERY CABLES, BATT HEATERS OPEN, REMOVED AND DISPOSED OF, RETURN TO SHOP AND COMPLETE PAPER

2 153-5700

BATTERY 4DMF

S

260.87

521.74

TOTAL PARTS

SEG. 01

521.74 *

399,615.040.555.10.33.00
JB 12-18-14

This Sale is subject to all terms and conditions set forth in the NC Power Systems Work Authorization, including LIMITED WARRANTY AND RELEASE and EXCLUSION OF LIABILITIES set forth on that Order.

TERMS: ALL PARTS AND SERVICE INVOICES ARE DUE THE 10TH OF THE MONTH FOLLOWING THE DATE OF PURCHASE. MACHINE INVOICES NET 10 DAYS FROM DATE OF INVOICE.

Each payment or sum past due shall bear a late payment charge of the lesser of 1 1/2% per month, which is an annual percentage rate of 18%, or an amount not to exceed the highest rate permitted by law.



PAY THIS
AMOUNT ▶

CONT'D

AMOUNT
CREDIT ▶

Merchandise cannot be returned for credit without our prior approval and only in accordance with our Parts Return Policy. A copy of the policy is available upon request.

INVOICE

WA - (425) 251-9800

AK - (907) 786-7500

Please Remit To: NC Power Systems Co.
PO Box 58201
Tukwila, WA 98138-1201

SOLD TO

CITY OF DES MOINES
21630 11TH AVE S
DES MOINES WA

SHIP TO

98198-6317

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER	CUSTOMER ORDER NUMBER			STORE	DIV	SALESMAN	TERMS	PAGE
PSW00109099	12-05-14	3265700				00	E	DEV	2	2
PSO/WO NO.	DOC DATE	PC	LC	MC	SHIP VIA			INV SEQ NO.		
PS75264	11-19-14	10	10	10				8069794		
MAKE	MODEL	SERIAL NUMBER			EQUIPMENT NUMBER	METER READING			MACHINE ID NO.	
AA	3406	04ZR01667				267.0			96E00321	
QUANTITY	ITEM	N/R	DESCRIPTION			UNIT PRICE			EXTENSION	

TOTAL LABOR SEG. 01 376.50 *

SEGMENT 01 TOTAL 898.24 T

TRAVEL TO/FROM

TRAVEL

12.00 TOTAL LABOR SEG. 99 125.50 *

MILEAGE - PS 39.00

TOTAL MISC CHGS SEG. 99 39.00 *

SEGMENT 99 TOTAL 164.50 T

CONSUMABLES 42.51 T

ENVIRO. FEE 15.06 T

TUKWILA TAX 106.43 T

This Sale is subject to all terms and conditions set forth in the NC Power Systems Work Authorization, including LIMITED WARRANTY AND RELEASE and EXCLUSION OF LIABILITIES set forth on that Order.

TERMS: ALL PARTS AND SERVICE INVOICES ARE DUE THE 10TH OF THE MONTH FOLLOWING THE DATE OF PURCHASE. MACHINE INVOICES NET 10 DAYS FROM DATE OF INVOICE.

Each payment or sum past due shall bear a late payment charge of the lesser of 1 1/2% per month, which is an annual percentage rate of 18%, or an amount not to exceed the highest rate permitted by law.



PAY THIS
AMOUNT ▶

AMOUNT
CREDIT ▶

CONT'D

Merchandise cannot be returned for credit without our prior approval and only in accordance with our Parts Return Policy. A copy of the policy is available upon request.

INVOICE

WA - (425) 251-9800

AK - (907) 786-7500

Please Remit To: NC Power Systems Co.
PO Box 58201
Tukwila, WA 98138-1201

SOLD TO

CITY OF DES MOINES
21630 11TH AVE S
DES MOINES WA

SHIP TO

98198-6317

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER	CUSTOMER ORDER NUMBER			STORE	DIV	SALESMAN	TERMS	PAGE
PSW00109099	12-05-14	3265700				00	E	DEV	2	3
PSO/WO NO.	DOC. DATE	PC	LC	MC	SHIP VIA			INV. SEQ. NO.		
PS75264	11-19-14	10	10	10				8069794		
MAKE	MODEL	SERIAL NUMBER			EQUIPMENT NUMBER			METER READING		MACHINE ID NO.
AA	3406	04ZR01667						267.0		96E00321
QUANTITY	ITEM	N/R	DESCRIPTION				UNIT PRICE		EXTENSION	

THANK YOU FOR YOUR BUSINESS! AS PART OF OUR ONGOING EFFORTS TO PROVIDE YOU INDUSTRY-LEADING CUSTOMER SERVICE, YOU MAY BE RECEIVING A SURVEY CALL FROM A TRAINED INTERVIEWER. IF THERE IS ANY REASON YOU COULD NOT GIVE US A 10 OUT OF 10 ON THE QUESTION "WOULD YOU RECOMMEND N C TO OTHERS?" PLEASE CALL JOE GATEWOOD TODAY TO DISCUSS. YOUR TIME AND INFORMATION WILL HELP US BECOME AN EVEN BETTER BUSINESS PARTNER FOR YOU. THANKS IN ADVANCE!

This Sale is subject to all terms and conditions set forth in the NC Power Systems Work Authorization, including LIMITED WARRANTY AND RELEASE ~~AND~~ EXCLUSION OF LIABILITIES set forth on that Order.

TERMS: ALL PARTS AND SERVICE INVOICES ARE DUE THE 10TH OF THE MONTH FOLLOWING THE DATE OF PURCHASE. MACHINE INVOICES NET 10 DAYS FROM DATE OF INVOICE.

Each payment or sum past due shall bear a late payment charge of the lesser of 1 1/2% per month, which is an annual percentage rate of 18%, or an amount not to exceed the highest rate permitted by law.

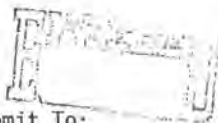


PAY THIS AMOUNT ▶	1226.74
AMOUNT CREDIT ▶	

Merchandise cannot be returned for credit without our prior approval and only in accordance with our Parts Return Policy. A copy of the policy is available upon request.

THIS PAGE LEFT INTENTIONALLY BLANK

NC



213

Attachment #7

Invoice

Lessor:
NC RENTAL SERV TUKWILA
16711 WEST VALLEY HWY
TUKWILA, WA 98188
425-251-6400 Fx: 425-251-3250

Remit To:
NC MACHINERY CO.
P.O. BOX 58201
TUKWILA, WA 98138-1201

Invoice date 12/04/14
Date out.... 12/02/14 8:30 AM
Date in.... 12/02/14 3:08 PM
Job Loc.... REDONDO PIER DES MOINES
Job No..... 12- CITY OF DES MOIN
Written by.. MORGAN J BARTLOW - FMP

Lessee: 3265700
CITY OF DES MOINES
21630 11TH AVE S
DES MOINES, WA 98198-6317

Job Site:
CITY OF DES MOINES
REDONDO PIER
DES MOINES, WA 98198

C#: 206-870-7600 J#: 206-718-6601



Ordered By: DAVE	Purchase Order Number: 316	Sales Representative: JONATHAN B WILLOCK N1JBW	Yard Person: TUK
Damage Waiver Expiration Date:	Drivers License Number:	System Time: 12/04/14 3:47 PM 0030	Termination Date: 12/02/14

Qty	Equipment #	Day	Week	4 Week	Amount
1	EXC 316 CAB/AIR THB 13N74857 HR OUT1 201.90 HR IN1 207.00 Make: CAT Model: 316E L Ser #: 0DZW01528	630.00	2000.00	5780.00	504.00
1	EXC BUCKET 24" 315 13N74433 Make: BLUE STAR Model: 315BKT24P0 Ser #: 13N74433				N/C
1	H115 HAMMER P5418G-1H Make: CAT Model: 315HAMPO Ser #: 04PL04259	630.00	2420.00	7250.00	504.00

SALES ITEMS:

Qty	Item number	Description	Unit	Price	
9.8	DIESEL	DIESEL	GA	6.75	66.15
1	ENV	ENVIRONMENTAL	EA	10.08	10.08
	DELIVERY CHARGE				85.00
	PICKUP CHARGE				85.00
	A discount of \$126.00 has been applied.				

Sub-total: 1254.23
CONTINUED

IF THE EQUIPMENT DOES NOT WORK
PROPERLY, NOTIFY THE OFFICE AT ONCE

EQUIPMENT USAGE ALLOWED 8HRS DAY
40HR WEEK 160 HRS 4-WEEK OT WILL APPLY

CUSTOMER IS RESPONSIBLE FOR REFUELING
DAMAGES, REPAIRS OR TIRE REPAIRS

***** IMPORTANT - PLEASE READ CAREFULLY *****

BY ACCEPTING DELIVERY OF RENTED ITEMS, CUSTOMER AGREES TO ALL TERMS AND CONDITIONS SHOWN ON PAGES 1 THROUGH 2. OF THIS RENTAL CONTRACT AND ACKNOWLEDGES THAT HE HAS RECEIVED IN GOOD ORDER ALL RENTED ITEMS AND OTHER GOODS LISTED ON THE FACE OF THIS CONTRACT. OSHA/ANSI REQUIRES THAT FALL PROTECTION SHALL BE WORN WHEN OPERATING AN AERIAL WORK PLATFORM. CUSTOMER ACKNOWLEDGES THIS REQUIREMENT AND ASSUMES SOLE RESPONSIBILITY FOR ASSURING ITS COMPLIANCE BY ALL OPERATING PERSONNEL. WARRANTY DISCLAIMER: LESSOR MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, AND THE EQUIPMENT IS FURNISHED ON AN "AS IS" BASIS. THE CUSTOMER AGREES TO INDEMNIFY AND HOLD LESSOR HARMLESS FOR ANY CLAIMS OF THIRD PARTIES FOR LOSS, INJURY, AND DAMAGE TO PERSONS OR PROPERTY ARISING OUT OF CUSTOMER'S POSSESSION, USE, MAINTENANCE OR RETURN OF EQUIPMENT, TO THE FULL EXTENT OF CUSTOMER'S OR THIRD PARTY'S NEGLIGENCE, INCLUDING LEGAL COSTS INCURRED IN DEFENSE OF SUCH CLAIMS. OPERATORS SHOULD READ ALL WARNINGS AND INSTRUCTIONS! DO NOT USE IF YOU DON'T KNOW HOW TO OPERATE OR IF NOT OPERATING PROPERLY! FAILURE TO COMPLY COULD RESULT IN INJURY OR DEATH TO OPERATOR OR OTHERS. CUSTOMER ACKNOWLEDGES THAT ALL TERMS AND CONDITIONS HEREIN, INCLUDING THE INDEMNITY AND CUSTOMER REMEDIES/DISCLAIMER, WERE FREELY NEGOTIATED AND BARGAINED FOR WITH LESSOR. THE UNDERSIGNED CERTIFIES HIS/HER AUTHORITY TO ENTER INTO THIS RENTAL AGREEMENT ON BEHALF OF CUSTOMER

***** LIMITED DAMAGE & THEFT WAIVER *****
LOSS, DAMAGE OR REPAIR OF TIRES AND ACCESSORIES IS NOT COVERED.

By your initials, you either accept or decline the terms of the Limited Physical Damage Waiver provisions on the reverse side of this contract. If you accept, you agree to pay a fee of 14% of the gross rental charges. You remain responsible for all loss or damage resulting from causes listed on the back of this contract, including negligence or improper operation.

***** SAFETY INSTRUCTIONS/TRAINING *****

I have received, read and understand the Safety Rules, Operating Instructions and Responsibilities Manual for the above equipment. I have been trained on the equipment and will ensure that all users will be trained.

X

206 718 6601

CUSTOMER SIGNATURE

DATE

NAME PRINTED

DELIVERED BY

DATE

Each payment or sum past due shall bear a LATE PAYMENT CHARGE consisting of a SINGLE PERIODIC RATE OF 1 1/2% per month, which is an ANNUAL PERCENTAGE RATE OF 18%, or an amount not to exceed the late rate permitted by law. Purchaser agrees to pay all collection costs, including reasonable attorney fees. All parts and service invoices are due the 10th of the month following the date of purchase. Machine invoices net 10 days from date of invoice.

213

NC



RENTAL INVOICE

214

Invoice #... 30008366-0002

Page: 2

Lessor:

NC RENTAL SERV TUKWILA
16711 WEST VALLEY HWY
TUKWILA, WA 98188
425-251-6400 Fx: 425-251-3250

Remit To:

NC MACHINERY CO.
P.O. BOX 58201
TUKWILA, WA 98138-1201

Invoice date 12/04/14

Date out.... 12/02/14 8:30 AM

Date in.... 12/02/14 3:08 PM

Job Loc.... REDONDO PIER, DES MOINES

Job No..... 12- CITY OF DES MOIN

Written by.. MORGAN J BARTLOW - FMP

Lessee: 3265700

CITY OF DES MOINES
21630 11TH AVE S
DES MOINES, WA 98198-6317

Job Site:

CITY OF DES MOINES
REDONDO PIER
DES MOINES, WA 98198

C#: 206-870-7600 J#: 206-718-6601



Ordered By: DAVE	Purchase Order Number: 316	Sales Representative: JONATHAN B WILLOCK N1JBW	Yard Person: TUK
Damage Waiver Expiration Date:	Drivers License Number:	System Time: 12/04/14 3:47 PM 0030	Termination Date: 12/02/14

Qty	Equipment #	Day	Week	4 Week	Amount
-----	-------------	-----	------	--------	--------

L.D.T. Waiver: 141.12
(WA DES MOINES TAX 9.50%) Tax: 132.56
Total: 1527.91

* Rent continues until Termination # is issued. Call 1.425.251.6400 *

THANK YOU FOR YOUR BUSINESS! AS PART OF OUR ONGOING EFFORTS TO PROVIDE YOU INDUSTRY-LEADING CUSTOMER SERVICE, YOU MAY RECEIVE A SURVEY CALL FROM A TRAINED INTERVIEWER. IF THERE IS ANY REASON YOU COULD NOT GIVE US A 10 OUT OF 10 ON THE QUESTION "WOULD YOU RECOMMEND NC TO OTHERS?" PLEASE CALL DOUG VAN HORN TO DISCUSS. YOUR TIME AND INFORMATION WILL HELP US BECOME AN EVEN BETTER BUSINESS PARTNER FOR YOU. THANK YOU!

39,615,040.595.10.63.00
JB 12-18-14

IF THE EQUIPMENT DOES NOT WORK
PROPERLY, NOTIFY THE OFFICE AT ONCE

EQUIPMENT USAGE ALLOWED 8HRS DAY
40HR WEEK 160 HRS 4-WEEK OT WILL APPLY

CUSTOMER IS RESPONSIBLE FOR REFUELING
DAMAGES, REPAIRS OR TIRE REPAIRS

***** IMPORTANT - PLEASE READ CAREFULLY *****

BY ACCEPTING DELIVERY OF RENTED ITEMS, CUSTOMER AGREES TO ALL TERMS AND CONDITIONS SHOWN ON PAGES 1 THROUGH 2, OF THIS RENTAL CONTRACT AND ACKNOWLEDGES THAT HE HAS RECEIVED IN GOOD ORDER ALL RENTED ITEMS AND OTHER GOODS LISTED ON THE FACE OF THIS CONTRACT. OSHA/ANSI REQUIRES THAT FALL PROTECTION SHALL BE WORN WHEN OPERATING AN AERIAL WORK PLATFORM. CUSTOMER ACKNOWLEDGES THIS REQUIREMENT AND ASSUMES SOLE RESPONSIBILITY FOR ASSURING ITS COMPLIANCE BY ALL OPERATING PERSONNEL. WARRANTY DISCLAIMER: LESSOR MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, AND THE EQUIPMENT IS FURNISHED ON AN "AS IS" BASIS. THE CUSTOMER AGREES TO INDEMNIFY AND HOLD LESSOR HARMLESS FOR ANY CLAIMS OF THIRD PARTIES FOR LOSS, INJURY, AND DAMAGE TO PERSONS OR PROPERTY ARISING OUT OF CUSTOMER'S POSSESSION, USE, MAINTENANCE OR RETURN OF EQUIPMENT, TO THE FULL EXTENT OF CUSTOMER'S OR THIRD PARTY'S NEGLIGENCE, INCLUDING LEGAL COSTS INCURRED IN DEFENSE OF SUCH CLAIMS. OPERATORS SHOULD READ ALL WARNINGS AND INSTRUCTIONS! DO NOT USE IF YOU DON'T KNOW HOW TO OPERATE OR IF NOT OPERATING PROPERLY! FAILURE TO COMPLY COULD RESULT IN INJURY OR DEATH TO OPERATOR OR OTHERS. CUSTOMER ACKNOWLEDGES THAT ALL TERMS AND CONDITIONS HEREIN, INCLUDING THE INDEMNITY AND CUSTOMER REMEDIES/DISCLAIMER, WERE FREELY NEGOTIATED AND BARGAINED FOR WITH LESSOR. THE UNDERSIGNED CERTIFIES HIS/HER AUTHORITY TO ENTER INTO THIS RENTAL AGREEMENT ON BEHALF OF CUSTOMER

***** LIMITED DAMAGE & THEFT WAIVER *****
LOSS, DAMAGE OR REPAIR OF TIRES AND ACCESSORIES IS NOT COVERED.

By your initials, you either accept or decline the terms of the Limited Physical Damage Waiver provisions on the reverse side of this contract. If you accept, you agree to pay a fee of 14% of the gross rental charges. You remain responsible for all loss or damage resulting from causes listed on the back of this contract, including negligence or improper operation.

***** SAFETY INSTRUCTIONS/TRAINING *****

I have received, read and understand the Safety Rules, Operating Instructions and Responsibilities Manual for the above equipment. I have been trained on the equipment and will ensure that all users will be trained.

X

206 718 6601

CUSTOMER SIGNATURE

DATE

NAME PRINTED

DELIVERED BY

DATE

Each payment or sum past due shall bear a LATE PAYMENT CHARGE consisting of a SINGLE PERIODIC RATE OF 1 1/2% per month, which is an ANNUAL PERCENTAGE RATE OF 18%, or an amount not to exceed the highest rate permitted by law. Purchaser agrees to pay all collection costs, including reasonable attorney fees. All parts and service invoices are due the 10th of the month following the date of purchase. Machine invoices net 10 days from date of invoice.

214



**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

December 11, 2014

Mr. Dan Mathis
FHWA Division Administrator
711 S. Capitol Way, Suite 501
Olympia, Washington 98501

Attention: Susan Wimberly

Re: Letter of Intent/Request for Federal Emergency Relief Funds for Federal Emergency Relief Event ER-WA-15-01

Dear Mr. Mathis:

Between November 25, 2014 and December 3, 2014, severe rainstorms occurred in areas of Clallam, Whatcom, Jefferson, King and Skagit Counties resulting in saturated soils and slope erosion, impacting the life, health and safety of our citizens, and causing significant damage to roadways.

The Upper Hoh Road in Jefferson County has been reduced to one-lane in the affected area and SR 542 in Whatcom County may have to be reduced to one-lane if slope erosion continues to worsen in the affected area. Additionally, severe damage has occurred to the Redondo Beach Drive S. Boardwalk in King County, including guardrail damage and roadway settlement in the affected area.

Under the provisions of Section 125 of Title 23, U.S.C., the Washington State Department of Transportation is requesting emergency relief funds to assist in financing emergency repairs and associated damage caused by these storms.

An accurate estimate of the damage is still being developed; however, at this time the preliminary estimate for repairs is in excess of \$5,000,000. A copy of our estimate will be sent to your office as soon as it is finalized.

The Governor of Washington signed an emergency proclamation on December 10, 2014 proclaiming that a state of emergency exists in parts of western Washington. A copy of the signed Proclamation by the Governor has been sent to your office and is also attached here.

Mr. Dan Mathis
December 11, 2014
Page 2

We are requesting approval of Emergency Relief funding for this disaster with a quick release of funds to allow us to proceed expeditiously with emergency repairs. If needed, additional allocations will be requested once the final damage estimate for this event has been determined.

If you have any questions or require additional information, please call me at (360) 705-7121.

Sincerely,



Jay Alexander
Director
Capital Program Development and Management Office

JA:jj:ad
Attachment

cc: Lynn Peterson
Kathleen Davis
Keith Metcalf
Lorena Eng
Bill Vlcek
Allison Camden
John Jeffreys
Firas Makhlouf
Greg Selstead
Chris Christopher
John Himmel
Thomas Peterson
Stephanie Tax
Dennis Skewis

JAY INSLEE
Governor



STATE OF WASHINGTON
OFFICE OF THE GOVERNOR

P.O. Box 40002 • Olympia, Washington 98504-0002 • (360) 902-4111 • www.governor.wa.gov

PROCLAMATION BY THE GOVERNOR

14-13

WHEREAS, a series of significant rain storms occurred in parts of western Washington from November 25, 2014, through December 3, 2014; and

WHEREAS, these storms produced extreme rainfall resulting in saturated soils and slope erosion causing extensive damage to roadways, road closures and restricted access to affected areas in Clallam, Jefferson, Whatcom, King and Skagit counties, affecting the life, health and safety of our citizens; and

WHEREAS, the estimated cost to repair the damaged roads exceeds \$5,000,000, and emergency conditions continue to require temporary closure of and limited access to affected roadways, requiring the approval of Washington's Secretary of Transportation to commence work immediately to repair the affected roadways through the implementation of emergency procurement procedures; and

WHEREAS, the Washington State Department of Transportation and local jurisdictions are coordinating resources to repair the roadway, continuing to assess the damage caused by these storms, and working to implement damage repairs; and

WHEREAS, the roadway damage and its effects continue to impact the life and health of our citizens, as well as the property and transportation infrastructure of Washington State, and is a public disaster that affects life, health, property, or the public peace.

NOW, THEREFORE, I, Jay R. Inslee, Governor of the State of Washington, as a result of the above-noted situation and under Chapters 38.52 and 43.06 RCW, do hereby proclaim that a State of Emergency exists in Clallam, Jefferson, Whatcom, King and Skagit counties in the

state of Washington, and direct the plans and procedures in the *Washington State Comprehensive Emergency Management Plan* be implemented. State agencies and departments are directed to utilize state resources and to do everything reasonably possible to assist affected political subdivisions in an effort to respond to and recover from the event.

Signed and sealed with the official seal of the state of Washington this 10th day of December, A.D., Two Thousand and Fourteen at Olympia, Washington.



By:

Jay Inslee, Governor

BY THE GOVERNOR:

Secretary of State



U.S. Department
of Transportation

**Federal Highway
Administration**

Washington Division

Suite 501 Evergreen Plaza
711 South Capitol Way
Olympia, Washington 98501-1284
(360) 753-9480
(360) 753-9889 (FAX)
<http://www.fhwa.dot.gov/wadiv>

December 31, 2014

Ms. Lynn Peterson
Secretary of Transportation
Department of Transportation
Olympia, Washington

Attention: Jay Alexander

**Acknowledgement of the Letter of Intent
for ER-WA-15-01 and ER Eligibility
Determination**

Dear Ms. Peterson:

This is to acknowledge your revised letter of intent, dated December 30, 2014 requesting Emergency Relief (ER) Funds, authorized under 125 of Title 23, U.S.C., for the repair of damage Federal-aid (both State and local) highways resulting from a series of severe storms that occurred from November 25th thru December 12th, 2014. These widespread storms produced extreme record breaking rainfall resulting in saturated soils, flooding, landslides, and slope erosion. We also acknowledge Governor Jay Inslee's proclamation of the existence of a State of Emergency in Clallam, Jefferson, King, Mason, Okanogan, Skagit, and Whatcom counties dated December 29, 2014.

The damage ranges from failed culverts, washouts, to rock or landslides on both the state and local systems. At this time the estimated damage totals more than \$9,700,000.

You should proceed with performance of emergency operations, including emergency repairs to the highways and any detour routes on Federal-aid highways to restore essential traffic, protect the remaining facilities, and reduce the extent of damage. Also, you may proceed to begin preliminary engineering comprising of surveys, design, and preparation of construction plans, to perform the permanent restoration work required as an associated part of the emergency operations, and to use State forces and/or negotiated equipment rental contracts as necessary to perform the work.

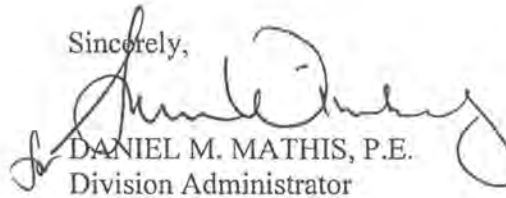
Based upon the severity of the damage, my staff's review of the Detailed Damage Inspection Reports (DDIR), and the information submitted by your office we have determined that the Federal-aid routes have been damaged to the extent to qualify for the FHWA's ER Program. Therefore, pursuant to Section 125 of Title 23, United States Code, I am pleased to inform you that ER funds, subject to their availability, may be used for eligible work on the damaged sites.

This event is not the type of event we would request "Quick Release" funds. In anticipation of ER funds being allocated regular Federal-aid highway funds, appropriate for the type of Federal-aid highway (National Highway System [NHS] or Surface Transportation Program [STP]), can be used in the meantime. Regular Federal-aid funds must comply with the obligation limitation in effect for the class of funds used. The Federal share would be that which is appropriate for the ER work being authorized. Under this option, the letter of authorization should indicate that the project will be converted to ER funding when ER funding becomes available, at which time the regular Federal-aid funding, and the accompanying obligation limitation, will be released from the project. We will submit a request based on your damage estimates and timeframe of anticipated obligation plans to our Headquarters office for ER funds. As this process continues we can submit your revised ER funds request and obligation plans to our Headquarters office as needed.

Please continue to work with my staff to review the damage, prepare damage reports, and review potential solutions. Please continue to submit the FHWA ER packets with a DDIR for each of the damaged sites. The packet, when submitted for approval, shall include a detailed outline of the necessary emergency operations performed, a description of the permanent restoration work proposed, and cost of proposed work. Permanent restoration work, other than that performed as an associated part of the emergency operations will need prior program approval and authorization by our office before it's preformed. In addition, permanent repairs even if completed during the emergency repair can only be reimbursed at the normal pro-rate share. We recommend a strong record keeping process be in place in case an audit is performed on the costs of these repairs.

If you have any questions on this matter, please contact Susan Wimberly at (360) 753-9414.

Sincerely,



DANIEL M. MATHIS, P.E.
Division Administrator

By: Susan Wimberly
Field Operations Team Leader

Cc: John Jeffreys; John Himmel; Dennis Skewis; Stephanie Tax

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Resolution No. 14-240 Setting 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

ATTACHMENTS:

1. Draft Resolution No. 14-240 Setting a Public Hearing Date for Draft Ordinance No. 14-240
2. Draft Ordinance No. 14-240 Amending the Community Commercial Zone” and Making Other Amendments to Title 18, *Zoning Code*
3. Map of C-C Zoned Properties
4. Envision Midway – Scenario 3.0
5. City of Kent, Midway Subarea Zoning Map

FOR AGENDA OF: January 8, 2015

DEPT. OF ORIGIN: Planning, Building and Public Works

DATE SUBMITTED: December 29, 2014

CLEARANCES:

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

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this Agenda Item is for City Council to consider Draft Resolution No. 14-240 (Attachment 1) which will set a public hearing date for the consideration of Draft Ordinance No. 14-240 (Attachment 2), relating to the City’s 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 (refer to Attachment 3) 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.

Suggested Motion

Motion 1: “I move to adopt Draft Resolution No. 14-240 setting a public hearing on February 12, 2015 to consider Draft Ordinance No. 14-240 amending the Community Commercial Zone and making other C-C Zone-related amendments to Title 18, Zoning Code.”

Background

The Pacific Highway South Corridor is a key commercial area where significant private and public investment have been, are being, and will be made in the near future that support the City of Des Moines goals of fostering economic development, creating jobs, and increasing revenues. This commercial corridor includes Midway (Kent-Des Moines Road to South 272nd Street).

Midway is influenced by planning and development efforts underway by Sound Transit, King County Metro, Highline College, the Cities of Des Moines, Kent and Federal Way, the Washington State Department of Transportation, Healthpoint, Sea Mar, and Growing Transit Communities. As such, Des Moines has an opportunity to influence decisions that will be made in the near future by having the planning, policy and regulatory framework in place that best represents the City's vision as to how it wants this area to develop to support the City economically and support the following significant transportation improvements in these areas:

- Sound Transit's Federal Way Link Extension
- Metro's RapidRide
- WSDOT's SR509/I-5 Freight Mobility Project
- Metro's Transit Center at Highline College

The proposed development regulations and changes build upon the 18 months of work already completed with the community during the '*Envision Midway*' planning project with the City of Kent that was funded through a state grant. '*Envision Midway*' was formed by the Cities of Kent and Des Moines to work collectively to address inconsistent land use patterns along our shared "zig-zag border" and consider land use changes in anticipation of significant transportation improvements along SR-99 through Des Moines' Pacific Ridge, South Des Moines, and Woodmont neighborhoods and the Midway area in Kent. With the input from residents, property and business owners and other stakeholders, draft subarea plans, design guidelines, and coordinated development regulations for Kent and Des Moines were developed to undergo further refinement by our respective cities. The City of Kent completed their planning with the adoption of the Midway Subarea Plan, Design Guidelines and development regulations (Ordinance No. 4009, adopted December 13, 2011 and codified in Kent Municipal Code 15.04 and 15.05 with the formation of new Midway Transit Community 1 and 2, and Midway Commercial/Residential Districts). Des Moines' part of this planning and development regulations update, jointly initiated in 2008, is still incomplete south of South 252nd Street.

In November 2009, Des Moines adopted the following Comprehensive Plan policies and strategies related to the extension of light rail to Des Moines and the need to further plan for the Midway area:

Land Use Element:

Strategy 2-04-11 Negotiate with Sound Transit and the Cities of Kent, SeaTac and Federal Way on the extension of light rail through Des Moines.

Strategy 2-04-12 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.

Other City policies and strategies affecting the Midway Area are included in the Pacific Ridge, Transportation, and Parks, Recreation and Open Space Elements of the Comprehensive Plan, the 2013

Council-adopted Intergovernmental Policy paper and the Federal Way Link Extension (FWLE) City Council-approved Draft EIS Scoping letter dated July 3, 2013.

On January 9, 2014, the City Council directed staff to evaluate existing land use and zoning along the Pacific Highway South corridor and identify opportunities to create more appropriate development regulations under the direction of the Finance & Economic Development Committee.

During the past year, the City has completed subarea planning for the Pacific Highway South/South 240th Street Node that includes rezoning properties from the Highway Commercial (H-C) Zone to the new Transit Commercial (T-C) Zone and creation of new land use designations that will be docketed for the 2015 Comprehensive Plan update.

On November 18, 2014, the Council Finance and Economic Development Committee met to discuss options for addressing land use and zoning along the remainder of the Pacific Highway South corridor (South 252nd Street to South 272nd Street) which is currently zoned C-C. This included discussion on whether to rezone some properties closest to South 272nd Street to the T-C Zone in anticipation of a light rail station in the vicinity. The Committee directed staff to bring forward a draft ordinance for consideration by the City Council.

Discussion

The proposed ordinance focuses on amendments to the C-C zone and builds upon and completes the work completed during the *Envision Midway* project working closely with staff from Sound Transit, the City of Kent, Highline College, property and business owners, and residents adjacent to the corridor. It reflects what was heard from stakeholders during *Envision Midway* and complements the new Transit Community Zone to finalize the subarea plan for the Midway area that includes: improving development regulations; creating overlay zones around future and potential light rail station areas; developing informative but not overly restrictive design guidelines; capital improvement plans; and funding strategies.

Specifically, the draft ordinance proposes to modify some of the permitted uses and use limitations, building heights and setbacks, and remove redundant language that is covered elsewhere in the Municipal Code. Changes include increasing the permitted building height from 35 feet to 55 feet to allow for higher quality design and higher ceiling heights. This corresponds to the range of heights discussed during *Envision Midway* and illustrated by Land Use Scenario 3.0 (see Attachment 4) and adjacent zoning adopted by the City of Kent -- Commercial Manufacturing 2 (CM-2) and Midway Transit Community 1 (MTC-1) (see Attachment 5). Kent's CM-2 Zone allows building heights to two stories/35 feet and the MTC-1 Zone allows building heights to 5 stories/55 feet.

The following policy questions have been identified for further Council discussion and direction:

1. Should Mixed Use be added as an allowed use in the C-C Zone? If so, a couple of small changes will be needed in the Ordinance.
2. Should retirement housing continue to be allowed in C-C inasmuch as much of our City already allows this use? If not, a couple of other small changes will be needed.
3. Should the side yard setbacks match the 20 foot rear yard setback to residential properties?

Alternatives

The City Council may:

1. Adopt the proposed Draft Resolution.
2. Adopt the proposed Draft Resolution with a different hearing date.
3. Decline to adopt the Draft Resolution and remand Draft Ordinance 14-240 back to the Finance & Economic Development Committee for further work.

Financial Impact

Planning for the Pacific Highway South corridor builds upon recent efforts for Pacific Ridge and the Pacific Highway S./S. 240th Street Node and will help foster a strong economic environment for the City by creating new jobs, a stronger tax base, and tax revenues for the City of Des Moines. Some potential projects will benefit from the proposed modifications. It will also help the Cities of Des Moines and Kent, Highline College, Sound Transit and King County METRO strategically plan for capital improvements and investments in conjunction with growth and development, and will position the City competitively for grant funding.

Recommendation or Conclusion

Staff recommends that City Council adopt Draft Resolution No. 14-240.

CITY ATTORNEY'S FIRST DRAFT 12/29/2014

DRAFT RESOLUTION NO. 14-240

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, fixing a time for a public hearing to consider Draft Ordinance No. 14-240 relating to the City's 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, 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.

WHEREAS, in 2008 the cities of Des Moines and Kent initiated *Envision Midway*, a joint planning effort for the Midway-Woodmont area from Kent-Des Moines Road to South 272nd Street, and

WHEREAS, in 2009, Des Moines adopted Comprehensive Plan Strategy 2-04-12 that directs the City to 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, and

WHEREAS, Transportation Element Public Transit Strategies 3-05-04 (7) supports the Sound Transit light rail (LRT) station(s) in the Pacific Ridge, Midway and Woodmont areas on Pacific Highway South, (10) directs the City to work with Sound Transit on station area planning for the Midway and South 272nd Street stations, and (11) directs the City to coordinate with the City of Kent for the Midway subarea, and

WHEREAS, Parks, Recreation and Open Space Strategy 6-02-04 identifies the Pacific Highway Business Districts in Midway, East Woodmont and Redondo as opportunities for interconnections between economic and recreational expansion and for the establishment of other recreational facilities for Des Moines citizens, and

WHEREAS, the City of Kent completed their planning work and updated their development regulations for this area in 2011, and

WHEREAS, on January 9, 2014, the City Council directed City staff to evaluate existing land use and zoning along the

Resolution No. _____
 Page 2 of 2

Pacific Highway South corridor and identify opportunities to create more appropriate development regulations under the direction of the Finance and Economic Development Committee, and

WHEREAS, on June 26, 2014, the City Council enacted Ordinance 1601 thereby establishing the new Transit Community Zone development regulations for that portion of the corridor between Kent-Des Moines Road and South 252nd Street, and

WHEREAS, the City Council supports higher density redevelopment along Pacific Highway South area south of South 252 Street including possible stations at South 260th Street and South 272nd Street to complement the new Transit Community Zone created by Ordinance 1601, and

WHEREAS, the current Community Commercial Zone was designed to capitalize on the 33,000 cars per day that use Pacific Highway South, but fails to anticipate the recent expansion of high capacity transit and possible extension of Link Light Rail to this area in the near future, and

WHEREAS, many Community Commercial zoned properties south of South 252nd Street cannot be optimally re-developed because of the City's current development regulations, and

WHEREAS, the City Council desires to maintain continuity and consistency to the extent possible in the City's development regulations along Pacific Highway South, and

WHEREAS, the City Council directed City staff to prepare an ordinance for its consideration which creates more appropriate development regulations for this commercial area along Pacific Highway South, and

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

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

12/29/14 1:33 PM

Resolution No. ____
 Page 3 of 3

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

The matter of amending the "Community Commercial Zone" and making other amendments to Title 18, *Zoning Code*, is set for a public hearing before the City Council on Thursday, February 12, 2015, at 7:00 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers, 21630 11th Avenue South, Suite B, Des Moines, Washington.

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

 M A Y O R

APPROVED AS TO FORM:

 City Attorney

ATTEST:

 City Clerk

12/29/14 1:33 PM

THIS PAGE LEFT INTENTIONALLY BLANK

CITY ATTORNEY'S FIRST DRAFT 12/29/2014

DRAFT ORDINANCE NO. 14-240

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to the City's Zoning Code and development regulations for the area along Pacific Highway South between South 252nd Street and South 272nd Street, 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.

WHEREAS, in 2008 the cities of Des Moines and Kent initiated *Envision Midway*, a joint planning effort for the Midway-Woodmont area from Kent-Des Moines Road to South 272nd Street, and

WHEREAS, in 2009, Des Moines adopted Comprehensive Plan Strategy 2-04-12 that directs the City to 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, and

WHEREAS, Transportation Element Public Transit Strategies 3-05-04 (7) supports the Sound Transit light rail (LRT) station(s) in the Pacific Ridge, Midway and Woodmont areas on Pacific Highway South, (10) directs the City to work with Sound Transit on station area planning for the Midway and South 272nd Street stations, and (11) directs the City to coordinate with the City of Kent for the Midway subarea, and

WHEREAS, Parks, Recreation and Open Space Strategy 6-02-04 identifies the Pacific Highway Business Districts in Midway, East Woodmont and Redondo as opportunities for interconnections between economic and recreational expansion and for the establishment of other recreational facilities for Des Moines citizens, and

WHEREAS, the City of Kent completed their planning work and updated their development regulations for this area in 2011, and

Community Commercial Zone_122914

Ordinance No. ____
 Page 2 of 34

WHEREAS, on January 9, 2014, the City Council directed City staff to evaluate existing land use and zoning along the Pacific Highway South corridor and identify opportunities to create more appropriate development regulations under the direction of the Finance and Economic Development Committee, and

WHEREAS, on June 26, 2014, the City Council enacted Ordinance 1601 thereby establishing new Transit Community Zone development regulations for that portion of the corridor between Kent-Des Moines Road and South 252nd Street, and

WHEREAS, the City Council supports higher density redevelopment along Pacific Highway South in the area south of South 252nd Street, and possibly stations at South 260th Street and South 272nd Street to complement the new Transit Community Zone created by Ordinance 1601, and

WHEREAS, the current Community Commercial zoning was designed to capitalize on the 33,000 cars per day which use Pacific Highway South, but fails to anticipate the recent expansion of high capacity transit and possible extension of Link Light Rail to this area in the near future, and

WHEREAS, many Community Commercial zoned properties south of South 252nd Street cannot be optimally re-developed because of the City's current development regulations, and

WHEREAS, the City Council desires to maintain continuity and consistency to the extent possible in the City's development regulations along Pacific Highway South, and

WHEREAS, the City Council directed City staff to prepare an ordinance for its consideration which creates more appropriate development regulations for this commercial area along Pacific Highway South, and

WHEREAS, the Planning, Building and Public Works Director acting as the SEPA responsible official reviewed this proposed non-project action and determined that the proposed textual code amendments are within the scope of the existing environmental documents and fulfilled the SEPA requirements established by chapter 197-11 WAC and chapter 165.04 DMMC pursuant to WAC 197-11-600 and DMMC 16.04.108, and

Ordinance No. ____
 Page 3 of 34

WHEREAS, pursuant to DMMC 18.20.080A, amendment of the Zoning Code (Title 18 DMMC) is a legislative (Type VI) land use decision, and

WHEREAS, pursuant to DMMC 18.20.210 amendments to the Zoning Code (Title 18 DMMC) require the City Council to conduct a public hearing to receive public comment regarding this proposal, and

WHEREAS, DMMC 18.30.100(3) requires that the date of the public hearing to consider amendments to Title 18 DMMC be set by motion of the City Council, and

WHEREAS, the City Council set the date for the public hearing by Resolution No. 14-240, fixing the public hearing for **XXXX**, 2015 as required, and

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

WHEREAS, notice of the public hearing was issued on **XX**, 2015 in accordance with the DMMC, and

WHEREAS, a public hearing was held on **XX**, 2015 where all persons wishing to be heard were heard, and

WHEREAS, the City Council finds that the amendments contained in this Draft Ordinance are appropriate and necessary; now therefore,

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

Sec. 1. DMMC 18.52.010B, and Section 133 of Ordinance No. 1591, as amended by Section 12 of Ordinance 1601, are each amended to read as follows:

18.52.010B. Commercial use chart.

Ordinance No. _____
Page 4 of 34

TABLE 18.52-010B
COMMERCIAL ZONE PRIMARY USES

Use is: P: Permitted P/L: Permitted, but with special limitations CUP: Conditional use review required UUP: Unclassified use review required	N-C	I-C	B-P	C-C	D-C	H-C	PR-C	T-C
Accessory buildings and uses (as described in the applicable zone)	P	P	P	P	P	P	P	P
Admin./support services	P/L[3]		P	P/L[442]	P/L[442]		P	P
Adult family homes				P	P		P	P
Adult entertainment facilities							P/L[445] (#71)	
Adult theaters						P/L[443]	P/L[445] (#71)	
Amusement and recreational services				P/L[16]	P/L[442]			
Amusement parks	CUP	CUP	CUP	CUP		CUP	CUP	CUP
Animal or veterinary services			P	P	P	P	P	P
Antenna system (one)	P/L[6]							
Animal grooming	P/L[3]		P	P	P		P	P
Antenna systems (not accessory)	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP
Apparel and accessories stores	P/L[1]		P	P	P	P	P	P
Arrangement of passenger transportation	P/L[3]			P	P		P	P
Art galleries	P			P	P		P	P
Art, glassware manufacturing			P	P	P			
Art, ornamental ware				P	P			
Arts, entertainment, and recreation facilities				P/L[442]	P/L[442]		P	P
Auction houses or stores				P	P	P/L[443]	P	
Automobile, body, paint, interior and/or glass repair				P/L[18]	P/L[442]		P/L[445]	
Automobile, detail shop				P/L[18]	P/L[442]		P/L[445]	
Automobile, maintenance and repair				P/L[18]	P/L[442]	P	P/L[445]	
Automobile, parking	P/L[5]		P	P/L[442] [20]	P/L[442]	P	P	P/L[445]
Automobile, sales						P	P/L[447]	
Automobile, service stations				P/L[18]	P/L[442]	P/L[444]	P/L[445]	
Automobile, trailer sales						P	P	
Automotive equipment, rental and leasing				P	P	P	P	P/L[447]
Bakeries, manufacturing and retail sales	P/L[1]		P	P/L[442]		P		P/L[445]
Ballparks	CUP	CUP	CUP	CUP	CUP	CUP	CUP	
Banks				P	P		P	P
Barber, beauty and hairstyling shops	P/L[3]			P	P		P	P
Bed and breakfast facilities				P	P		P	P
Boats, building and repairing (less than 49 feet)						P	P	
Boats, repair/ sale						P	P	
Boat moorage	P/L[3]					P/L[444]		
Botanical and zoological gardens				P	P		P	
Bookbinding			P			P		P
Booster stations	UUP	UUP	UUP	UUP		UUP	UUP	UUP
Boxing and wrestling arenas	CUP	CUP	CUP	CUP		CUP	CUP	CUP
Building materials and garden equipment supply	P/L[1]		P	P		P/L[442]	P	
Business offices	P/L[3]			P/L[442]	P/L[442]			
Car washes				P/L[18]	P/L[442]	P		

Comment [DB1]: This section is redundant with "Offices, Business and Professional" below

Ordinance No. ____
Page 5 of 34

TABLE 18.52-010B COMMERCIAL ZONE PRIMARY USES								
Use is: P: Permitted P/L: Permitted, but with special limitations CUP: Conditional use review required UUP: Unclassified use review required	N-C	I-C	B-P	C-C	D-C	H-C	PR-C	T-C
Carpentry and cabinet shops	P/L[1][2]		P	P	P	P	P	
Casino hotels and motels				P	P		P	P
Cemeteries	CUP	CUP	CUP	CUP		CUP	CUP	
Ceramics, manufacture						P/L[2233]		
Columbariums, crematories, mausoleums with permitted cemeteries	CUP	CUP	CUP	CUP		CUP	CUP	
Commercial and industrial machinery and equipment, rental and leasing			P			P	P	
Community care facilities				P	P		P	P
Community gardens				P	P			
Community housing services				P/L[4974]	P/L[4974]			
Confectionery, manufacture			P	P/L[6521]		P		P/L[6660]
Contractors, general	P/L[3]		P/L[14]	P		P	P	P
Convention facilities			P	P	P	P		P
Correctional institutions			P					
Couriers and messengers	P/L[3]		P	P			P	P
Data processing, business and record storage	P/L[3]		P	P	P	P	P	P
Day care centers and mini day care providers	CUP	CUP	CUP	CUP	CUP		CUP	CUP
Death care services	P/L[3]		P	P	P	P/L[4243]	P	
Distribution Centers, home deliveries			P			P		
Drive-in or drive-through facilities	P			P/L[18]	P/L[2529]		P	
Dry cleaning and laundering services	P/L[3]		P	P	P	P	P	P
Educational services		P	P/L[7]	P	P/L[2731]	P/L[2741]	P	P
Electric power generation, biomass			P/L[12]					
Electrical appliances and supplies, retail sales, wholesale trade and repairs						P		
Equipment rental and leasing			P	P/L[16]	P/L[2226]	P	P	
Fairgrounds and rodeos	CUP	CUP	CUP	CUP		CUP	CUP	
Family day care providers				P/L[124]	P/L[4973]		P/L[4973]	P/L[4973]
Financial and insurance services			P	P	P		P	P
Fish hatcheries and preserves					P			
Fix-it shops			P	P	P	P	P	
Food, frozen or cold storage lockers			P	P	P	P		
Food stores	P/L[1]		P	P	P		P	P
Footwear and leather goods repair	P		P	P	P	P	P	P
Foreign trade			P/L[13]					
Fraternal organizations/societies		P	P/L[7]	P	P		P	P
Fuel dealers, other							P	
Furniture, home furnishings and equipment, sales	P/L[1][2]		P	P	P	P	P	P
Furniture, repair	P/L[2][3]		P	P	P	P	P	P
Gambling, amusement, and recreation industries			P/L[7]	P/L[2226]	P/L[2226]		P	P
Garages, public						P/L[2234]		
General merchandise stores	P/L[1]		P/L[9]	P/L[2226]	P/L[2226]		P	P
Glass, edging, beveling, silvering			P			P/L[2235]		
Glass, stained glass studios	P					P		

Ordinance No. _____
Page 6 of 34

TABLE 18.52-010B
COMMERCIAL ZONE PRIMARY USES

Use is: P: Permitted P/L: Permitted, but with special limitations CUP: Conditional use review required UUP: Unclassified use review required	N-C	I-C	B-P	C-C	D-C	H-C	PR-C	T-C
Golf courses, with accessory driving ranges, club houses and pitch & putt				P	P	CUP	P	
Golf driving ranges	CUP	CUP	CUP	CUP		CUP	CUP	
Hardware Store	P/L[1]		P	P		P	P	P
Health care and social services			P/L[2074]	P/L[2074]	P		P/L[2074]	P/L[2074]
Heating oil dealers							P	
Horticultural and landscaping, services			P	P	P			
Horticultural nurseries	UUP	UUP	UUP	UUP		P	UUP	
Hospitals [except mental and alcoholic]				P	P	P	P	P
Hospitals [mental and alcoholic]	CUP	CUP	CUP	CUP		CUP	CUP	CUP
Hotels				P	P	P/L[4044]	P/L[4051]	P
Information establishments						P	P	P
Internet, service providers			P				P	P
Job printing, newspapers, lithography, and publishing						P		P
Kennels, commercial			P	P	P		P	P/L[4061]
Labor camps (transient)	CUP	CUP	CUP	CUP		CUP	CUP	
Laboratories			P	P	P	CUP	P	P
Laboratories (incl. medical, dental, or photographic)			P/L	P	P	P	P	P
Laundry, industrial			P				P	
Legal services	P/L[3]		P	P	P	P	P	P
Libraries (public)	P			P	P		P	P
Light Manufacturing, Fabrication, and Assembly			P/L[8]					
Limousine/Taxi service							P	
Machin shop			P			P/L[2030]		
Management of companies and enterprises	P/L[3]		P	P	P		P	P
Manufactured home sales							P	
Marijuana Producer/Processor, Recreational			P/L[4072]	P/L[4072]		P/L[4072]		P/L[4072]
Marijuana Retailer, Recreational				P/L[4072]		P/L[4072]		P/L[4072]
Marina					P/L[2020]			
Mixed Use	UUP	UUP	UUP	UUP	P/L[2030]	UUP	P/L[4054]	P/L[4062]
Motels				P	P	P/L[4044]	P/L[4051]	
Motion picture services	P/L[3]			P	P		P	P
Museums	P		P/L[7]	P	P		P	P
Nursing homes (PR-R-Nursing care facility; IC-Nursing and Residential Care Facility)				P	P		P	
Office, business and professional	P/L[3]		P		P/L[206]	P	P	P
Open air theaters	CUP	CUP	CUP	CUP		CUP	CUP	
Parcel service delivery	P/L[3]		P			P	P/L[4055]	
Parole or probation offices			P	P	P		P	
Pawnshop			P	P	P	P	P	
Personal and business services	P/L[3]		P/L[7]	P/L[16]	P/L[4020]		P	P
Pet boarding			P	P	P		P	P/L[4063]
Pet shop	P/L[1]			P	P	P/L[4037]	P	P
Photocopying and duplicating services	P/L[1][3]		P	P	P		P	P

Comment [DB2]: Policy Question 1. Does the Council want to allow Mixed Use Developments as an outright permitted use in the C-C Zone?

Comment [DB3]: Policy Question 2. Does the Council eliminate this as a permitted use in the C-C Zone given that it is allowed in the D-C and PR-C zones?

Ordinance No. ____
Page 7 of 34

TABLE 18.52-010B COMMERCIAL ZONE PRIMARY USES								
Use is: P: Permitted P/L: Permitted, but with special limitations CUP: Conditional use review required UUP: Unclassified use review required	N-C	I-C	B-P	C-C	D-C	H-C	PR-C	T-C
Photo finishing	P/L[1]		P	P	P	P	P	P
Planned unit development	P							
Postal service	P		P	P	P		P	
Professional, scientific, technical services	P/L[3]		P	P	P		P	P
Professional offices, medical, dental	P/L[3]		P	P	P		P	P
Public administration facilities	P		P	P/L[17]	P/L[4427]		P/L[4453]	P/L[4464]
Public facilities	P		P/L[10]	P	P		P	P
Public utility facilities	P/L[4]		P/L[10]		P	P/L[3438]	P/L[4456]	P/L[4465]
Publishing, telecommunications, internet service providers, data processing services	P/L[3]		P	P	P	P	P	P
Race tracks, drag strips, motorcycles hills and Go-Kart tracks	CUP	CUP	CUP	CUP		CUP	CUP	
Real estate renting and leasing	P/L[3]		P	P	P	P	P	P
Recreational facilities - commercial	CUP	CUP	CUP	CUP	CUP	P	CUP	
Recreational vehicles, sales and storage						P	P	
Religious grant writing, civic and professional organizations	P/L[3]	P	P/L[7]	P	P	P	P	P
Repair services	P/L[2][3]		P/L[7]	P/L[16][18]	P/L[2226][2429]		P	
Repossession services	P/L[3]		P	P	P			
Restaurants	P		P/L[9]	P	P	P	P	P
Retail services and trade	P/L[1]		P/L[7]	P/L[15][18]	P/L[2435]	P	P/L[4447]	P
Retirement housing		P		P	P		P	P
Reupholster	P		P	P/L[19]	P	P	P	P
Saws and filing shops			P			P		
Sewage treatment plants	UUP	UUP	UUP	UUP		UUP	UUP	
Signs, manufacturing						P		
Self-storage/ mini-warehouse leasing			P				P/L[4442]	P/L[4466]
Services to buildings and dwellings	P/L[3]		P	P	P		P	
Services, miscellaneous	P/L[3]		P/L[7]	P/L[16][18]	P/L[2226]		P/L[4449][4452]	P/L[4467]
Spectator sports	CUP		CUP	P	P		P	
Stadiums	CUP	CUP	CUP	CUP		CUP	CUP	
Supermarkets	P/L[1]		P	P	P		P	P
Taverns and cocktail lounges	P/L[1]		P	P	P	P/L[4442]	P	P/L[4468]
Telecommunication facilities	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP
Telephone exchanges						P		
Tire sales and service	P/L[3]						P	
Theaters				P/L[12]	P	P/L[3435]	P	P/L[4469]
Towing operations						UUP		
Transportation and wholesale trade			P/L[11]					
Water transportation					CUP			
Welding repair	P/L[2][3][475]		P	P/L[16][18][475]	P/L[2475]	P	P	
Wholesale business			P	P		P		P/L[4470]
Wholesale trade and distribution of groceries				CUP				

Comment [DB4]: Policy Question 2. Does the Council eliminate this as a permitted use in the C-C Zone given that it is allowed in the D-C, PR-C, and T-C zones?

Ordinance No. ____
Page 8 of 34

TABLE 18.52-010B COMMERCIAL ZONE PRIMARY USES								
Use is: P: Permitted P/L: Permitted, but with special limitations CUP: Conditional use review required UUP: Unclassified use review required	N-C	I-C	B-P	C-C	D-C	H-C	PR-C	T-C
Notes: - Limitations that correspond to the bracketed numbers [] are set forth below. - Uses and developments are also subject to the specific standards for each zone. - Conditional and Unclassified Use Permit requirements may be found in DMMC chapter 18.140.								

Neighborhood Commercial Zone

Every use locating in the N-C Zone is subject to the standards of chapter 18.90 DMMC. The paragraphs listed below contain specific limitations and correspond with the bracketed [] footnote numbers from Table 18.52.010B.

1. On-Premises Retail Enterprise Dispensing Food or Commodities. This regulation applies to all parts of Table 18.52.010B that have a [1]. Not including automobiles, boats, trailers, and heavy-duty equipment and which may involve only incidental and limited fabrication or assembly of commodities.

2. Repair, Incidental. This regulation applies to all parts of Table 18.52.010B that have a [2]. Any repairing done on the premises shall be incidental only and limited to custom repairing of the types of merchandise sold on the premises at retail; the floor area devoted to such repairing shall not exceed 20 percent of the total floor area occupied by the particular enterprise of which it is a part, except that the limitations of this paragraph shall not apply to shoe, radio, television, or other small household appliance repair service.

3. Business Offices, Professional Services or Personal Services to the Individual. This regulation applies to all parts of Table 18.52.010B that have a [3].

Business offices and any type of use rendering professional services or personal services to the individual shall be permitted; provided:

(a) The service does not involve keeping the person receiving the service overnight on the premises;

(b) The service does not include selling alcoholic beverages for on-premises consumption unless accessory to restaurant;

(c) The service does not involve in whole or in part the providing of recreation, recreational facilities, or entertainment other than moorage for private pleasure craft; and

(d) The professional service does not include kennels or small animal hospitals or clinics.

4. Public Utility Installation. This regulation applies to all parts of Table 18.52.010B that have a [4]. Public utility installation shall be permitted in the N-C Zone when relating directly to local distribution of services including switching and transmission stations, but not including warehouses, service yards, or the like unless otherwise permitted by this Title.

5. Public Off-Street Parking Facilities (Publicly or Privately Owned and Operated). This regulation applies to all parts of Table 18.52.010B that have a [5].

Any area so used shall not be used for a vehicle, trailer, or boat sales area or for the accessory storage of such vehicles.

Ordinance No. _____
Page 9 of 34

6. One Antenna System (Which Exceeds the Maximum Building Height Specified for the Commercial Zone). This regulation applies to all parts of Table 18.52.010B that have a [6].

(a) Does not exceed 15 feet in height above the building height limitation for the applicable zone;

(b) Is set back at least the vertical height of the antenna system measured from the center point of the base of the mast horizontally to the nearest property line;

(c) Has a maximum horizontal cross-sectional area for that part of the mast which is above building height limitation for the zone such that an imaginary four-inch diameter circle would encompass all points of the horizontal cross-section;

(d) Has a maximum allowable three-dimensional space intrusion of 1,200 cubic feet for single ground plane antennas with a single driven element, and 200 cubic feet for beams, quads, and other multi-element antennas; provided, that these limitations on three-dimensional space intrusion shall not be applicable to single long-wire antennas, single whip antennas, and single coaxial antennas. In this paragraph, "three-dimensional space intrusion" means the space within an imaginary rectangular prism which contains all extremities of an antenna;

(e) Does not encroach into any required setback for the zone; a guy wire and anchor point for an antenna system is prohibited in any required setback or within three feet of the side or rear property lines; provided, if any alley abuts a rear property line, a guy wire and anchor point may extend to the rear property line;

(f) Provided, that a variation from the above limitations not to exceed 10 percent may be granted by City administrative officials; such variation shall be granted when it will not significantly increase the hazard factor, the aesthetic impact, or the economic consequences of such antenna system; and

(g) Further provided, that all antenna systems exceeding the above limitations and legally in place on November 5, 1978, the effective date of the ordinance codified in this subsection (6), shall have one year within which to satisfy the requirements for and receive a conditional use permit which authorizes the continued placement of such antenna system.

Institutional Campus Zone

Every use locating in the I-C Zone is subject to the standards of chapter 18.95 DMMC.

Business Park Zone

Every use locating in the B-P Zone is subject to the standards of chapter 18.105 DMMC. The paragraphs listed below contain specific limitations and correspond with the bracketed [] footnote numbers from Table 18.52.010B.

7. Services. This regulation applies to all parts of Table 18.52.010B that have a [7].

Services in the B-P Zone are limited to the following:

(a) Administrative support services (561);

(b) Professional, scientific, and technical services (54);

(c) Management of companies and enterprises (55);

(d) Health care services (621); provided, that this use is prohibited north of South 200th Street;

(e) Repair services (8112, 8113 and 8114);

(f) Personal services (812);

(g) Recreation services (711310, 712110, 712120, 712190, 713940, and 713990); provided, that these uses are prohibited north of South 200th Street;

Ordinance No. ____
 Page 10 of 34

(h) Real estate institutions and rental services (53);

(i) Publishing, telecommunications, Internet service providers, and data processing services (51);

(j) Educational services (6114, 6115, 6116 and 6117); and

(k) Religious, business and professional associations (813); provided, that these uses are prohibited north of South 216th Street.

8. Light Manufacturing, Fabrication, and Assembly. This regulation applies to all parts of Table 18.52.010B that have an [8].

Light manufacturing, fabrication, and assembly of the following and closely related products is limited to the following:

(a) Food products (3114, 3117, 3118, 3119, and 3121);

(b) Apparel manufacturing (315);

(c) Wood products manufacturing (3219);

(d) Furniture and related products manufacturing (337);

(e) Pharmaceutical and medicine manufacturing (3254);

(f) Computer and electronic product manufacturing (334);

(g) Electrical equipment and components manufacturing (335);

(h) Fabricated metal products manufacturing (3321, 3322, 3323, 3325, 3326, and 3327);

(i) Medical equipment and supplies manufacturing (3391);

(j) Printing and related support activities (323);

(k) Stone, clay, glass, ceramics, pottery, china manufacturing (3271 and 3272); and

(l) Toys, jewelry, and other miscellaneous manufacturing (3399).

9. Retail Trade. This regulation applies to all parts of Table 18.52.010B that have a [9].

Retail trade in the B-P Zone is limited to the following:

(a) Restaurants (722);

(b) Building material and garden equipment and supplies dealers (444);

(c) General merchandise stores (452 and 445); provided, that these uses are prohibited north of South 200th Street;

(d) Furniture and home furnishing stores (442); and

(e) Electronic and appliance stores (443).

10. Public Facilities. This regulation applies to all parts of Table 18.52.010B that have a [10]. Public facilities in the B-P Zone are limited to the following:

(a) Public parks (no NAICS code);

(b) Public administration (92); and

(c) Public utilities (221121, 221122, and 221210).

Ordinance No. _____
Page 11 of 34

11. Transportation and Wholesale Trade. This regulation applies to all parts of Table 18.52.010B that have an [11].

Transportation and wholesale trade is limited to the following:

- (a) Wholesale trade (42); provided, that 4235 is prohibited;
- (b) Motor freight transportation (484);
- (c) Support activities for freight transportation (4884, 4885, and 4889); and
- (d) Courier and postal services (492 and 493).

12. Electric Power Generation, Biomass. This regulation applies to all parts of Table 18.52.010B that have a [12].

Electric Power Generation, Biomass (221119), is prohibited south of South 216th Street and north of South 208th Street.

13. Foreign Trade. This regulation applies to all parts of Table 18.52.010B that have a [13]. Operation of foreign trade zones is limited to the permitted uses allowed in the B-P Zone.

14. Contractors. This regulation applies to all parts of Table 18.52.010B that have a [14].

Contractors in the B-P Zone shall be limited to building and special trade.

Community Commercial Zone

Every use locating in the C-C Zone is subject to the standards of chapter 18.110 DMMC. The paragraphs listed below contain specific limitations and correspond with the bracketed [] footnote numbers from Table 18.52.010B.

15. Retail Trade (with ancillary wholesale trade). This regulation applies to all parts of Table 18.52.010B that have a [15].

Retail trade, with ancillary wholesale trade in the C-C Zone is allowed for all retail trade uses except fuel dealers (598) ~~limited to the following:~~

- ~~(a) Building materials, hardware, and garden supply, except mobile home dealers (52);~~
- ~~(b) General merchandise stores (53);~~
- ~~(c) Food stores (54);~~
- ~~(d) Gasoline service stations, and other alternative motor vehicle fuels (55);~~
- ~~(e) Apparel and accessory stores (56);~~
- ~~(f) Home furniture, furnishings, and equipment stores (57);~~
- ~~(g) Eating and drinking places (58); and~~
- ~~(h) Miscellaneous retail (59), except fuel dealers (598);~~

16. Services. This regulation applies to all parts of Table 18.52.010B that have a [16]. Services in the C-C Zone are limited to the following:

- (a) Hotels and motels (701);
- (b) Personal and business services, with ancillary wholesale trade (72-73), except the following:
 - (i) Industrial launderers (7218);
 - (ii) Billboard advertising (7312);

Ordinance No. _____
Page 12 of 34

(iii) Heavy construction equipment rental and leasing (7353);

~~(iv) Industrial truck rental and leasing (7359); and~~

(iv) Oil extraction equipment rental and leasing (7359).

~~(e) Automobile parking (7521) limited to properties that are municipally owned or operated or controlled by a City sanctioned business neighborhood association; and provided, that facilities for parking are constructed and maintained to meet minimum required parking improvements specified in chapter 18.210 CMIC within three years of the commencement of such use.~~

Comment [gf5]: Adequately covered by
Note 20

(d) General automotive repair shops (7538);

(e) Car washes (7542);

(f) Miscellaneous repair services (76), except the following:

(i) Tank and boiler cleaning service (7699); and

(ii) Tank truck cleaning service (7699).

(g) Motion picture services (78);

(h) Amusement and recreation services (79), except the following:

(i) Adult entertainment facilities and adult motion picture theaters (no SIC); and

(ii) Racing, including track operation (7948).

(i) Health services (80);

(j) Legal services (81);

(k) Educational services (82);

(l) Social services (83);

(m) Museums, art galleries, and botanical and zoological gardens (84);

(n) Membership organizations (86);

(o) Engineering, accounting, research, management, and related services (87); and

(p) Services, not elsewhere classified (89).

17. Public Administration Facilities. This regulation applies to all parts of Table 18.52.010B that have a [17].

Public administration facilities (91-97) are permitted in the C-C Zone with the exception of correctional institutions (9223).

18. Automobile Repair, Carwashes, Automobile Service Stations, and Uses with Drive-Through Facilities. This regulation applies to all parts of Table 18.52.010B that have a [18].

Automobile repair, carwashes, automobile service stations, uses with drive-through facilities, and similar uses shall conform to the following limitations and standards in the C-C Zone:

(a) Automobile repair and the installation of automobile parts and accessories shall be primarily contained within an enclosed structure;

(b) Unless specifically authorized by the Planning, Building and Public Works Director, vehicular access shall be limited to one driveway per street frontage;

Ordinance No. ____
Page 13 of 34

(c) Motor vehicle fuel pump islands shall be set back a minimum of 15 feet from property lines;

(d) A six-foot-high, 100 percent sight-obscuring fence shall be provided along property lines that abut residentially zoned properties, unless waived by the residential property owner prior to building permit issuance; and

(e) Vehicle storage shall be limited to those vehicles contracted for repair or service.

19. On-Site Retail. This regulation applies to all parts of Table 18.52.010B that have a [19].

All products which are manufactured, processed, or treated on the premises must also be sold at retail to the general public on-site.

20. Public Automobile Parking. This regulation applies to all parts of Table 18.52.010B that have a [20].

Public automobile parking (7521) shall not be permitted in the C-C Zone.

21. Bakeries (manufacturing and retail sales) and Confectionery (manufacture). This regulation applies to all parts of Table 18.52.010B that have a [21]. Bakeries shall be permitted in C-C zone provided:

(a) At least 25% of the gross floor area is dedicated to retail sales; and

(b) All storage, display, and manufacturing occur within enclosed buildings.

22. Taverns and Cocktail Lounges. This regulation applies to all parts of Table 18.52.010B that have a [22]. Cocktail lounges shall be permitted in the C-C Zone when located within a restaurant.

23. Theaters. This regulation applies to all parts of Table 18.52.010B that have a [23]. Adult motion picture theaters are prohibited within the C-C Zone.

24. Wholesale business. This regulation applies to all parts of Table 18.52.010B that have a [24]. Wholesale business shall be permitted in the C-C Zone when accessory to a permitted retail use.

Downtown Commercial Zone

Every use locating in the D-C Zone is subject to the standards of chapter 18.115 DMMC. The paragraphs listed below contain specific limitations and correspond with the bracketed [] footnote numbers from Table 18.52.010B

2425. Retail Trade (with ancillary wholesale trade). This regulation applies to all parts of Table 18.52.010B that have a [2425].

Retail trade, with ancillary wholesale trade in the D-C Zone is limited to the following:

- (a) Building materials, hardware, and garden supply, except mobile home dealers (52);
- (b) General merchandise stores (53);
- (c) Food stores (54);
- (d) Gasoline service stations, and other alternative motor vehicle fuels (5541);
- (e) Apparel and accessory stores (56);
- (f) Home furniture, furnishings, and equipment stores (57);
- (g) Eating and drinking places (58); and
- (h) Miscellaneous retail (59), except fuel dealers (598).

Ordinance No. ____
Page 14 of 34

2226. Services. This regulation applies to all parts of Table 18.52.010B that have a [2226].

Services in the D-C Zone are limited to the following:

- (a) Hotels and motels (701);
- (b) Personal and business services, with ancillary wholesale trade (72-73), except the following:
 - (i) Industrial launderers (7218);
 - (ii) Billboard advertising (7312);
 - (iii) Heavy construction equipment rental and leasing (7353);
 - (iv) Industrial truck rental and leasing (7359); and
 - (v) Oil extraction equipment rental and leasing (7359).
- (c) Automobile parking (7521) limited to properties that are municipally owned or operated or controlled by a City-sanctioned business neighborhood association; and provided, that facilities for parking are constructed and maintained to meet minimum required parking improvements specified in chapter 18.210 DMMC within three years of the commencement of such use.
- (d) General automotive repair shops (7538);
- (e) Car washes (7542);
- (f) Miscellaneous repair services (76), except the following:
 - (i) Tank and boiler cleaning service (7699); and
 - (ii) Tank truck cleaning service (7699).
- (g) Motion picture services (78);
- (h) Amusement and recreation services (79), except the following:
 - (i) Adult entertainment facilities and adult motion picture theaters (no SIC); and
 - (ii) Racing, including track operation (7948).
- (i) Health services (80);
- (j) Legal services (81);
- (k) Educational services (82);
- (l) Social services (83);
- (m) Museums, art galleries, and botanical and zoological gardens (84);
- (n) Membership organizations (86);
- (o) Engineering, accounting, research, management, and related services (87); and
- (p) Services, not elsewhere classified (89).

2327. Public Administration Facilities. This regulation applies to all parts of Table 18.52.010B that have a [2327]. Public administration facilities (91-97) are permitted in the D-C Zone with the exception of correctional institutions (9223).

2428. Boat Storage. This regulation applies to all parts of Table 18.52.010B that have a [2428].

Ordinance No. ____
Page 15 of 34

Boat storage and repair shall be permitted only as an accessory use on property principally permitted for marina use and shall conform to the following additional limitations and standards:

- (a) The size and location of all boat storage facilities shall be consistent with the Council-adopted marina master plan;
- (b) All out-of-water boat repair shall be within a fully secured and fenced area not accessible by the general public;
- (c) All boat repair work shall have containment areas and employ disposal methods for pollutants and toxic substances consistent with Puget Sound Clean Air Agency and NPDES standards;
- (d) Only those boats and similar vessels that will be immediately and actively under repair shall be moved to or placed within a designated boat repair facility.

~~2529~~ 2529. Automobile Repair, Carwashes, Automobile Service Stations, and Uses with Drive-Through Facilities. This regulation applies to all parts of Table 18.52.010B that have a ~~[2529]~~.

Automobile repair, carwashes, automobile service stations, uses with drive-through facilities, and similar uses shall conform to the following limitations and standards in the D-C Zone:

- (a) Automobile repair and the installation of automobile parts and accessories shall be wholly performed within an enclosed structure approved by the building official for such occupancy;
- (b) Each automotive and service repair facility shall be limited to a maximum of one service bay for each 7,500 square feet of land area per business site;
- (c) Service bays shall be fully utilized to store and park vehicles contracted for repair or service;
- (d) The number of vehicles stored or parked outside for repair or service shall not be greater than the minimum number of required parking stalls serving the auto repair facility pursuant to chapter 18.210 DMMC;
- (e) No outside parking or storage of employee vehicles, customer vehicles, or vehicles contracted for service shall occur in any area that is not designated and approved by the City as an on-site parking stall;
- (f) Motor vehicle fuel pump islands shall be set back a minimum of 15 feet from property lines; and
- (g) A six-foot-high, 100 percent sight-obscuring fence shall be provided along property lines that abut residentially zoned properties, unless waived by the residential property owner prior to building permit issuance.

~~2630~~ 2630. Mixed Use. This regulation applies to all parts of Table 18.52.010B that have a ~~[2630]~~. Mixed use development in the D-C Zone shall conform to the following limitations and standards:

- (a) Mixed use structures shall contain area for retail trade or personal and business services, at street level as follows:
 - (i) Pedestrian access from the public sidewalk to the retail trade or personal and business services shall be provided;
 - (ii) A minimum of 60 percent of the street level floor area shall be occupied by retail trade or personal and business services;
 - (iii) A minimum of 75 percent of the street level building frontage adjacent to public right(s)-of-way shall contain floor area for retail trade or personal and business services uses; and

Ordinance No. _____

Page 16 of 34

(iv) Building space allocated for retail trade or personal and business service uses at the street level shall have a minimum gross interior depth dimension of 55 feet measured perpendicular to the property line abutting the public street(s) serving the site.

(b) The City Manager or designee is authorized to consider and approve up to a 20 percent reduction of the bulk requirements specified in subsection (26)(a) of this section when a development proposal incorporates on-site parking substantially at street floor level for retail trade or personal and business service uses and the City Manager or designee determines that the proposed reduction(s) does not compromise, interrupt, or interfere with the desired functionality of the building or the continuity of City pedestrian-oriented design goals in the general area and pedestrian access to the site from the public sidewalk or right-of-way.

(c) Mixed use developments shall comply with all the requirements of chapter 18.155 DMMC, except for private recreational requirements established by DMMC 18.155.050(2).

(d) A detached structure that contains residential uses and does not meet the requirements for mixed use structures is prohibited.

~~2731~~. Educational Services, Colleges and Professional Schools. This regulation applies to all parts of Table 18.52.010B that have a ~~[2731]~~.

Educational services (82) are permitted in the D-C Zone; however, colleges, universities, junior colleges, and professional schools (822) require an Unclassified Use Permit (UUP). See chapter 18.140 DMMC.

Highway Commercial Zone

Every use locating in the H-C Zone is subject to the standards of chapter 18.125 DMMC. The paragraphs listed below contain specific limitations and correspond with the bracketed [] footnote numbers from Table 18.52.010B.

~~2832~~. Building Materials Stores and Yards, Retail Only. This regulation applies to all parts of Table 18.52.010B that have a ~~[2832]~~.

Building materials stores and yards (retail only) are permitted in the H-C Zone; provided, that any required wall on a property line common with residential property shall be not less than eight feet in height.

~~2933~~. Ceramic Products. This regulation applies to all parts of Table 18.52.010B that have a ~~[2933]~~.

The manufacture of ceramic products, including figurines (but not including bricks, drain, building, or conduit tile), shall be permitted in the H-C Zone using only previously pulverized clay and batch kilns as distinguished from shuttle, tunnel, or beehive kilns, and such batch kilns shall not exceed a total capacity of 130 cubic feet.

~~3034~~. Garages, Public. This regulation applies to all parts of Table 18.52.010B that have a ~~[3034]~~.

Public garages, including repair, when entirely in an enclosed building.

~~3135~~. Glass Edging, Beveling, and Silvering. This regulation applies to all parts of Table 18.52.010B that have a ~~[3135]~~.

Glass edging, beveling, and silvering shall be permitted in the H-C Zone in connection with the sales of mirrors and glass-decorated furniture.

~~3236~~. Machine Shop. This regulation applies to all parts of Table 18.52.010B that have a ~~[3236]~~. No automatic screw machines or punch press over five tons.

~~3337~~. Pet Shops. This regulation applies to all parts of Table 18.52.010B that have a ~~[3337]~~.

Pet shops shall be permitted in the H-C Zone if entirely within a building.

Ordinance No. ____
Page 17 of 34

~~3438~~. Public Utility Installations. This regulation applies to all parts of Table 18.52.010B that have a ~~[3438]~~. Public utility installations shall be permitted in the H-C Zone if relating directly to the distribution of services.

~~3439~~. Adult Motion Picture Theaters. This regulation applies to all parts of Table 18.52.010B that have a ~~[3439]~~. Adult motion picture theaters are prohibited within 500 feet of the property lines of churches, schools, preschool through high school, public facilities, adult entertainment facilities, or other adult motion picture theaters.

~~3440~~. Automobile Service Stations. This regulation applies to all parts of Table 18.52.010B that have a ~~[3440]~~. Buildings, structures, and the leading edge of pump islands shall not be closer than 20 feet to any street property line, except that service station canopies and marquees may project 10 feet into the required setback.

~~3441~~. Educational Services. This regulation applies to all parts of Table 18.52.010B that have a ~~[3441]~~. Education services in the H-C Zone are limited to business or commercial schools.

~~3442~~. Cocktail Lounges. This regulation applies to all parts of Table 18.52.010B that have a ~~[3442]~~. Cocktail lounges shall be permitted in the H-C Zone when located within a restaurant.

~~3443~~. Death Care Services. This regulation applies to all parts of Table 18.52.010B that have a ~~[3443]~~. Death care services in the H-C Zone shall be limited to mortuaries.

~~4444~~. Hotels/Motels. This regulation applies to all parts of Table 18.52.010B that have a ~~[4444]~~. Hotels and motels in the H-C Zone shall not include apartment hotels.

~~4445~~. Auction House. This regulation applies to all parts of Table 18.52.010B that have a ~~[4445]~~. Auction houses or stores in the H-C Zone shall not include vehicles or livestock.

~~4446~~. Boat Moorage. This regulation applies to all parts of Table 18.52.010B that have a ~~[4446]~~. Boat Moorage in the H-C Zone shall be permitted for private pleasure craft.

Pacific Ridge Commercial Zone

Every use locating in the PR-C Zone is subject to the standards of chapter 18.135 DMMC. The paragraphs listed below contain specific limitations and correspond with the bracketed [] footnote numbers from Table 18.52.010B.

~~4447~~. Retail Trade, Used Car Dealers. This regulation applies to all parts of Table 18.52.010B that have a ~~[4447]~~. Retail trade (44-45) is permitted in the PR-C Zone, but no more than two exclusive used car dealers (441120) shall be allowed.

~~4448~~. Real Estate Rental and Leasing. This regulation applies to all parts of Table 18.52.010B that have a ~~[4448]~~.

Mini-warehouses and self storage units (53113) may not front on Pacific Highway South.

~~4449~~. Administrative and Support Services. This regulation applies to all parts of Table 18.52.010B that have a ~~[4449]~~. Limited to NAICS codes 561110 (administrative) and 561210 (support services).

~~4450~~. Arts, Entertainment, and Recreation. This regulation applies to all parts of Table 18.52.010B that have a ~~[4450]~~. Adult entertainment facilities and adult motion picture theaters are prohibited north of South 216th Street and within 500 feet of the property lines of churches, common schools, day care centers, public facilities, or other adult entertainment facilities or adult motion picture theaters.

~~4451~~. Accommodation and Food Services. This regulation applies to all parts of Table 18.52.010B that have a ~~[4451]~~.

Accommodation and food services (72) in the PR-C Zone is limited to the following:

(a) Hotels (except casino hotels) and motels (72111), except that these must contain a minimum of 75 guest rooms;

Ordinance No. ____
Page 18 of 34

(b) Casino hotels (721120); and

(c) Food services (722310 - 7223515); however, mobile food services (722330) are also regulated by chapter 5.57 DMMC.

~~4852~~. Automobile Repair, Automobile Service Stations, and Similar Uses. This regulation applies to all parts of Table 18.52.010B that have a ~~[4852]~~. General automotive repair (811111), automotive exhaust system repair (811112), automotive transmission repair (811113), automotive body, paint, and interior repair and maintenance (811121), automotive glass replacement shops (811122), automotive oil change and lubrication shops (811191), and similar uses shall be allowed in the PR-C Zone; provided, that all of the following requirements shall be met:

(a) Repair and the installation of automobile parts and accessories shall be primarily contained within an enclosed structure;

(b) Any business owner proposing to use a building or structure that the proposed use is located or proposed to be located within shall demonstrate to the City of Des Moines, South King Fire and Rescue, and Puget Sound Clean Air Agency that quantities, storage, and transport of hazardous materials are properly managed, work areas provide adequate containment to avoid pollution runoff, and facilities are equipped with proper pretreatment devices to avoid discharge of pollutants to the air or public drainage systems;

(c) Unless specifically authorized by the City Manager or the City Manager's designee, views into automobile service bays from Pacific Highway shall be diminished by building orientation, screening, or other means;

(d) Vehicular access shall be consistent with the City's street development and construction standards;

(e) Motor vehicle fuel pump islands shall be set back a minimum of 15 feet from property lines;

(f) A six-foot-high, 100 percent sight-obscuring fence shall be provided along property lines that abut residential properties as designated by the Des Moines Comprehensive Plan; and

(g) Vehicle storage shall be limited to those vehicles contracted for repair or service.

~~4953~~. Public Administration. This regulation applies to all parts of Table 18.52.010B that have a ~~[4953]~~. Public administration (92) uses shall be permitted in the PR-C Zone, except correctional institutions (92214).

~~5054~~. Mixed Use. This regulation applies to all parts of Table 18.52.010B that have a ~~[5054]~~. Mixed use shall be permitted in the PR-C Zone, except:

(a) In that part of PR-C fronting on Pacific Highway South and/or South 216th Street, dwellings may be located on the ground floor; provided, that they are accessed from the rear of the property; and provided, that the commercial uses in that portion of the building must front and be accessed from Pacific Highway South or South 216th Street;

(b) When a project fronting Pacific Highway South or South 216th Street contains more than one building, those buildings not fronting on Pacific Highway South or South 216th Street may be single purpose multifamily residential buildings; and

(c) No residential use is permitted north of South 216th Street.

~~5155~~. Parcel Service Delivery. This regulation applies to all parts of Table 18.52.010B that have a ~~[5155]~~. Parcel service delivery in the PR-C Zone shall be limited to the postal service (491110).

~~5256~~. Public Utility Facilities. This regulation applies to all parts of Table 18.52.010B that have a ~~[5256]~~. Public utility facilities and appurtenances shall be permitted in the PR-C Zone when necessary for the distribution of utility services to final customers within the immediate area.

Ordinance No. ____
Page 19 of 34

Transit Commercial Zone

Every use locating in the T-C Zone is subject to the standards of Sections 1-10 of this ordinance. The paragraphs listed below contain specific limitations and correspond with the bracketed [] footnote numbers from Table 18.52.010B.

57. **Automobile equipment, rental and leasing.** This regulation applies to all parts of Table 18.52.010B that have a [457]. Truck sales, repairs and rentals is permitted in the T-C Zone, but no more than one exclusive truck sales, repair and rental use shall be allowed.
58. **Automobile, Parking.** This regulation applies to all parts of Table 18.52.010B that have a [458]. Paid and stand alone surface parking shall not be permitted in the T-C Zone after June 30, 2024 except that existing on June 30, 2014.
59. **Bakeries, manufacturing and retail sales.** This regulation applies to all parts of Table 18.52.010B that have a [459]. Bakeries shall be permitted in the T-C zone provided:
 - (a) At least 25% of the gross floor area is dedicated to retail sales; and
 - (b) All storage, display, and manufacturing occur within enclosed buildings.
60. **Confectionery, manufacture.** This regulation applies to all parts of Table 18.52.010B that have a [460]. Confectionaries shall be permitted in the T-C zone provided:
 - (a) At least 25% of the gross floor area is dedicated to retail sales; and
 - (b) All storage, display, and manufacturing occur within enclosed buildings.
61. **Kennels, commercial.** This regulation applies to all parts of Table 18.52.010B that have a [461]. Kennels shall be allowed in the T-C Zone when accessory to a permitted use.
62. **Mixed use.** This regulation applies to all parts of Table 18.52.010B that have a [462]. Mixed use development shall conform to the following limitations and standards in the T-C Zone:
 - (a) Mixed use structures shall contain area for retail trade or personal and business services, at street level as follows:
 - (i) Pedestrian access from the public sidewalk to the retail trade or personal and business services shall be provided;
 - (ii) A minimum of 60 percent of the street level floor area shall be occupied by retail trade or personal and business services;
 - (iii) A minimum of 75 percent of the street level building frontage adjacent to public right(s)-of-way shall contain floor area for retail trade or personal and business services uses; and
 - (iv) Building space allocated for retail trade or personal and business service uses at the street level shall have a minimum gross interior depth dimension of 55 feet measured perpendicular to the property line abutting the public street(s) serving the site.
 - (b) The City Manager or the City Manager's designee is authorized to consider and approve up to a 20 percent reduction of the bulk requirements specified in subsection (58)(a) of this section when a development proposal incorporates on-site parking substantially at street floor level for retail trade or personal and business service uses and the city manager or designee determines that the proposed reduction(s) does not compromise, interrupt, or interfere with the desired functionality of the building or the continuity of city pedestrian-oriented design goals in the general area and pedestrian access to the site from the public sidewalk or right-of-way.
 - (c) Mixed use developments shall comply with all the requirements of chapter 18.155 DMMC, except for private recreational requirements established by DMMC 18.155.020(2).

Ordinance No. ____
Page 20 of 34

(d) A detached structure that contains residential uses and does not meet the requirements for mixed use structures is prohibited.

63. **Pet boarding.** This regulation applies to all parts of Table 18.52.010B that have a [463]. Pet Boarding shall be allowed in the T-C Zone when accessory to a permitted use.

64. **Public Administration Facilities.** This regulation applies to all parts of Table 18.52.010B that have a [464]. Public administration (92) uses shall be permitted in the T-C Zone, except correctional institutions (92214).

65. **Public Utility Installations.** This regulation applies to all parts of Table 18.52.010B that have a [465]. Public utility installations shall be permitted in the T-C Zone if relating directly to the distribution of services.

66. **Self-storage/ mini-warehouse leasing.** This regulation applies to all parts of Table 18.52.010B that have a [466]. Only public storages existing on June 30, 2014 shall be permitted.

67. **Services, Miscellaneous.** This regulation applies to all parts of Table 18.52.010B that have a [467]. Limited to NAICS codes 561110 (administrative) and 561210 (support services).

68. **Taverns and Cocktail Lounges.** This regulation applies to all parts of Table 18.52.010B that have a [468]. Cocktail lounges shall be permitted in the T-C Zone when located within a restaurant.

69. **Theaters.** This regulation applies to all parts of Table 18.52.010B that have a [469]. Adult motion picture theaters are prohibited within the T-C Zone.

70. **Wholesale business.** This regulation applies to all parts of Table 18.52.010B that have a [470]. Wholesale business shall be permitted in the T-C Zone when accessory to a permitted retail use.

All Zones

71. **Adult Entertainment Facilities.** This regulation applies to all parts of Table 18.52.010B that have a [471]. Adult entertainment facilities are subject to the additional standards of chapter 18.16 DMMC and chapter 5.48 DMMC.

72. **Recreational Marijuana.** This regulation applies to all parts of Table 18.52.010B that have a [472]. State licensed marijuana producers, processors, and retailers may locate in the City of Des Moines pursuant to chapter 18.250 DMMC.

73. **Family Day Care Providers.** This regulation applies to all parts of Table 18.52.010B that have a [473]. A family day care provider home facility is a permitted use in all zones, subject to the conditions in chapter 18.180 DMMC.

74. **Social Service Facilities.** This regulation applies to all parts of Table 18.52.010B that have a [474]. Social service facilities shall conform to the following limitations and standards:

(a) Outdoor play/recreation areas for children shall be set back a minimum of five feet from property lines; and

(b) Unless specifically authorized by the City Manager or designee, passenger loading and unloading areas shall be provided on site.

75. **Welding Repair.** This regulation applies to all parts of Table 18.52.010B that have a [475]. Welding repair ~~shall~~ only be permitted in an enclosed structure.

Sec. 2. DMMC 18.110.050 and Section 269 of Ordinance 1591, are amended to read as follows:

Ordinance No. ____
Page 21 of 34

18.110.050 Environmental performance standards and general limitations.

(1) Every use permitted within the C-C Zone pursuant to this chapter shall conform to the following general limitations and standards:

(a) As provided by chapter 9.64 DMMC, no use, activity, or equipment shall be permitted that creates a nuisance or is offensive, objectionable, or hazardous by reason of creation of odors, noise, sound, vibrations, dust, dirt, smoke, or other pollutants, noxious, toxic, or corrosive fumes or gases, radiation, explosion or fire hazard, or by reason of the generation, disposal, or storage of hazardous or dangerous wastes or materials in a manner(s) inconsistent with Title 70 RCW as presently constituted or as may be subsequently amended;

(b) Accessory uses are permitted that are customarily appurtenant or incidental to the principally permitted uses;

(c) Landscaping and fencing are required in accordance with chapter 18.195 DMMC;

(d) All uses shall be primarily contained within an enclosed structure except the following:

- (i) Outdoor seating and dining;
- (ii) Signs;
- (iii) Off-street parking, drive-through facilities, and loading areas;
- (iv) Motor vehicle fuel pumps;
- (v) Display of merchandise sold on-site;
- ~~(vi) Boat storage;~~
- (vi) Play/recreation areas; and
- (vii) Miscellaneous storage when limited to 25 percent of the site area and when perimeter landscaping and fencing is provided;

Comment [DB6]: To correspond to Permitted Use Table.

Ordinance No. _____
Page 22 of 34

(e) In reviewing a proposed permitted use, the Planning, Building and Public Works Director may waive or include minimal conditions as may be reasonably needed to ensure that the use is consistent with the purpose of the C-C Zone, and to minimize the likelihood of adverse impacts.

~~(2) Adult entertainment facilities and adult motion picture theaters are not permitted in the C-C Zone.~~

Comment [DB7]: This is not necessary as it is redundant with Permitted Use Table.

~~(3) Automobile repair, car washes, automobile service stations, uses with drive-through facilities, and similar uses shall conform to the following limitations and standards:~~

Comment [DB8]: This is not necessary as it is redundant with Permitted Use Table Note 18.

~~(a) Automobile repair and the installation of automobile parts and accessories shall be primarily contained within an enclosed structure;~~

~~(b) Unless specifically authorized by the Planning, Building and Public Works Director, vehicular access shall be limited to one driveway per street frontage;~~

~~(c) Motor vehicle fuel pump islands shall be set back a minimum of 15 feet from property lines;~~

~~(d) A six-foot-high, 100 percent sight-obscuring fence shall be provided along property lines that abut residentially zoned properties, unless waived by the residential property owner prior to building permit issuance; and~~

~~(e) Vehicle storage shall be limited to those vehicles contracted for repair or service.~~

~~(4) Welding repair (7692) is only permitted in an enclosed structure.~~

Comment [DB9]: This is not necessary as it is redundant with Permitted Use Table Note 75.

~~(5) All products which are manufactured, processed, or treated on the premises must also be sold at retail to the general public on-site.~~

Comment [DB10]: This is not necessary as it is redundant with Permitted Use Table Note 19.

Ordinance No. _____
Page 23 of 34

~~(6) Social service facilities shall conform to the following limitations and standards:~~

~~(a) Outdoor play/recreation areas for children shall be set back a minimum of five feet from property lines;~~

~~(b) Unless specifically authorized by the Planning, Building and Public Works Director, passenger loading and unloading areas shall be provided on-site.~~

Comment [DB11]: This is not necessary as it is redundant with Permitted Use Table Note 74.

Sec. 3. DMMC 18.110.060 and Section 270 of Ordinance 1591, are amended to read as follows:

18.110.060 Dimensional standards.

(1) Height. Maximum building height is ~~35~~55 feet.

Comment [DB12]: 55' is the standard metric used in most cities and provides for higher ceiling heights. 55 feet will allow 5 story building whereas 50 feet generally limits building to only 4 stories.

(2) Minimum Building Height. Except for buildings containing only a full-service restaurant, and other instances specifically authorized by the City Manager or the City Manager's designee in writing, no building shall be less than the height specified below:

(a) No minimum building height for commercial projects.

Comment [DB13]: This section will need to be modified if Mixed Use is added as permitted use, in which case 55 feet should be considered as a minimum building height for Mixed Use.

(b) For the purposes of this subsection, minimum building height shall not include decorative towers or appurtenances, roof slopes out of character with the building's architecture, or other contrivances provided solely for achievement of the required minimum building height. In calculating minimum building height, the City Manager or the City Manager's designee shall include regular architectural features enclosing functional, occupiable building areas.

(3) Building Height Limitation Adjacent to Single-Family. When an abutting property is zoned Single-Family Residential, building height shall be limited as follows:

Comment [DB14]: This section added to make building height provisions adjacent to SF-R homes consistent with T-C zones and to avoid confusion.

Ordinance No. ____
Page 24 of 34

(a) Every lot shall have a rear yard setback of not less than 20 feet when abutting single-family zoned properties, except as otherwise permitted in subsection (7) of this section.

(b) Within 40 feet of the abutting Single-Family Residential zone, maximum building height shall be 45 feet.

(c) During the design review and environmental review, the City Manager or the City Manager's designee may impose other conditions of approval in order to mitigate potential height, bulk, and scale impacts upon adjacent single-family residents not sufficiently mitigated by existing regulations.

(4) Front Yard. No front yard setback is required.

(5) Side Yard. A 10-foot minimum setback is required from single-family zoned property.

Comment [DB15]: Policy Question 3.
Should the side yard setback to residential properties match the 20 foot rear yard setback?

(6) Rear Yard. Every lot shall have a rear yard of not less than 20 feet when abutting single-family zoned properties, except as otherwise permitted in subsection (7) of this section.

(7) Adjustment of Required Yards. The required rear yard area shall be reduced to a minimum of five feet; provided, that:

(a) A development site or potential project area is planned or may be planned for multiple buildings together as one development or in different development phases either under common ownership or separate ownership; and

(b) Buildings on a site or potential project area are served by a private, joint-use access or street which separates the rear yard area of one development site or project area from another development site or project area; and

Ordinance No. ____
Page 25 of 34

(c) A physical separation of not less than 30 feet is provided between buildings which shall include the space or distance located within any such shared, joint-use access or street together with the yard areas adjoining and abutting buildings and said shared streets.

Comment [DB16]: These sections are added in lieu of the deleted (2) below to provide consistent setback requirements as in T-C to the north.

~~(2) Setbacks. Placement of buildings and structures including additions to existing buildings or structures, excluding signs, shall maintain minimum setbacks established by the Planning, Building and Public Works Department based on the following criteria:~~

~~(a) When the front or side lot line abuts the public right-of-way, the building or structure shall abut the public right-of-way unless:~~

~~(i) This subsection (2) requires that the building or structure be set back; or~~

~~(ii) Through the permitting process, the Planning, Building and Public Works Director finds it is in the public interest to allow the proposed building or structure to be set back from the right-of-way. In considering a request for a setback, the Director shall consider matters such as adopted land use policies, vehicular and pedestrian circulation, landscaping, existing site improvements, adjacent site improvements, and public benefit features such as plazas and public artwork. Decisions of the Director regarding setbacks are appealable to the Hearing Examiner pursuant to chapter 18.240 DMMC.~~

~~(b) Where any lot line lies adjacent to a public right-of-way or private street and residentially zoned property lies adjacent to such public right-of-way or private street, or when the lot line abuts a residentially zoned property, a minimum building or structure setback of 10 feet shall be maintained.~~

~~(3) Parking in the C-C Zone shall be provided pursuant to chapter 18.210 DMMC.~~

Ordinance No. ____
Page 26 of 34

(48) Underground structures are permitted in all required setback areas.

Sec. 4. DMMC 18.110.070 and Section 271 of Ordinance 1591, are repealed.

~~18.110.070 General site design requirements.~~

~~Development within the C-C Zone shall conform to the following site design requirements:~~

~~(1) Walkways. Paved pedestrian walkways shall be provided on-site on newly developed properties or materially remodeled, enlarged, or repaired to the extent of 50 percent of the market value as specified below:~~

~~(a) Pedestrian walkways shall be provided at or around building(s) of sufficient extent to provide safe pedestrian passage. A minimum six-foot walkway shall be provided adjacent to the principal building entrance(s);~~

~~(b) A minimum six-foot pedestrian walkway shall be provided that connects walkways at the building to the street sidewalks. Where no street sidewalk exists, the connecting walkway shall extend to the public right-of-way;~~

~~(c) Walkways and sidewalks shall be differentiated from vehicular circulation or vehicular parking areas as approved by the Planning, Building and Public Works Director;~~

~~(d) Walkways shall conform with all applicable provisions of chapter 51-10 WAC, Barrier-Free Facilities, as presently constituted or as may be subsequently amended; and~~

~~(e) Lighting shall be provided where stairs, curbs, ramps, or abrupt changes in walkway direction occur.~~

Comment [DB17]: General Site Design Requirements were eliminated in the T-C Zone because it was felt that these requirements could be satisfied during the City's design review of projects and/or were redundant with other DMMC requirements.

Ordinance No. ____
Page 27 of 34

~~(2) Parking and Loading Areas. All uses shall conform to the off-street parking provisions and loading area provisions set forth by chapter 18.210 DMMC.~~

~~(3) Vehicular Access and Other Right-of-Way Improvements. Vehicular access and other right-of-way improvements shall conform to the provisions of Title 12 DMMC.~~

~~(4) Uses within the Right-of-Way. Sidewalk cafes, vendors, and similar temporary commercial uses within the public right-of-way shall conform to the provisions of Title 12 DMMC and the following provisions:~~

~~(a) A minimum of six feet of unobstructed sidewalk shall be maintained;~~

~~(b) The applicant shall demonstrate proof of public liability insurance and consent to a public place indemnity agreement;~~

~~(c) The duration of right-of-way use permits for commercial purposes shall be limited to one year. Applicants may reapply for right-of-way use permits;~~

~~(d) Sale or consumption of alcoholic beverages is prohibited;~~

~~(e) Applications for right-of-way use permits for commercial purposes shall include the following information:~~

~~(i) Proposed items to be placed within the right-of-way, such as seating, tables, fencing, vending carts, etc.;~~

~~(ii) Proposed activities to occur within the right-of-way, such as dining, amplification of music, preparation and sale of food or beverage items, etc.;~~

~~(iii) Proposed periods of operation, including months of the year, days of the week, hours, etc., and~~

~~(iv) Proposed source(s) of utilities such as electrical power;~~

Ordinance No. ____
Page 28 of 34

~~(f) Applicants must immediately clear the public right-of-way when ordered to do so by City authorities for reasons of public health or safety; and~~

~~(g) In reviewing a proposed use within the public right-of-way, the Planning, Building and Public Works Director may include conditions as may reasonably be needed to ensure that the use is consistent with the purpose of the C-C Zone, and to minimize the likelihood of adverse impacts. The Planning, Building and Public Works Director shall deny the request if it is determined that adverse impacts cannot be mitigated satisfactorily.~~

~~(5) Landscaping. All uses shall conform to the landscaping and screening provisions set forth by chapter 18.195 DMMC.~~

~~(6) Outdoor Uses. Outdoor activities such as sales, display, storage, dining, etc., shall not obstruct vehicular or pedestrian visibility or movement.~~

Sec. 5. DMMC 18.110.080 and Section 272 of Ordinance 1591, are amended to read as follows:

18.110.080 General building design requirements.

Development within the C-C Zone shall conform to the following building design requirements:

(1) General Design Guidelines.

(a) Building design shall be compatible with the site and with adjoining buildings. Building modulation and other design techniques to add architectural interest and minimize building mass shall be used. Variety in detail, form, and siting shall be used to provide visual interest.

Comment [DB18]: Added to be consistent with T-C general design guidelines.

Ordinance No. ____
Page 29 of 34

(b) Building components such as windows, doors, eaves, and parapets shall be in proportion to each other.

(c) Colors shall be harmonious, with intense colors used only for accent.

(d) Mechanical equipment shall be integrated into building design or screened from on-site and off-site views.

(e) Exterior lighting fixtures and standards shall be part of the architectural concept and harmonious with building design.

(2) Development within the C-C Zone shall conform to the Design Review requirements established in Chapter 18.235.100 DMMC.

~~(1) Structural encroachments into the right-of-way, such as cornices, signs, eaves, sills, awnings, bay windows, balconies, facade treatment, marquees, etc., shall conform to the provisions set forth by Title 12 DMMC, the International Building Code (IBC), and the following provisions:~~

Comment [DB19]: Redundant with Titles 12 and 14.

~~(a) Structural encroachments into the right-of-way shall be capable of being removed without impact upon the structural integrity of the primary building;~~

~~(b) Structural encroachments into the right-of-way shall not result in additional building floor area than would otherwise be allowed;~~

~~(c) Except for awnings, signs, and marquees, the maximum horizontal encroachment into the right-of-way shall be two feet;~~

~~(d) The maximum horizontal encroachment in the right-of-way by signs shall be four feet;~~

~~(e) The maximum horizontal encroachment in the right-of-way by awnings and marquees shall be six feet;~~

Ordinance No. _____
Page 30 of 34

~~(f) The minimum horizontal distance between the structural encroachment and the curbline shall be two feet;~~

~~(g) Except for awnings over the public sidewalk which may be continuous, the maximum length of each balcony, bay window, or similar feature that encroaches the right-of-way shall be 12 feet;~~

~~(h) The applicant shall demonstrate proof of public liability insurance and consent to a public place indemnity agreement;~~

~~(i) Owners of structural encroachments into the right-of-way must clear the public right-of-way when ordered to do so by City authorities for reasons of public health or safety; and~~

~~(j) In reviewing a proposed structural encroachment into the public right-of-way, the Planning, Building and Public Works Director may include conditions as may be reasonably needed to ensure that the structure is consistent with the purpose of the C-C Zone, and to minimize the likelihood of adverse impacts. The Planning, Building and Public Works Director shall deny the request if it is determined that adverse impacts cannot be mitigated satisfactorily.~~

~~(2) Pedestrian entrances to commercial uses at street level shall conform to all applicable provisions of chapter 51-10 WAC, Barrier-Free Facilities, as presently constituted or as may be subsequently amended.~~

Comment [DB20]: Redundant with Title 14 and IBC.

~~(3) The width of all floors above the second level floor shall not exceed 80 percent of the width of the street level floor.~~

Comment [DB21]: Deleted in favor of the FAR approach used in PR-C and T-C Zones in (3) below.

(3) Maximum Gross Floor Area.

(a) The maximum gross floor area for buildings within the Community Commercial Zone shall be determined by

Ordinance No. ____
Page 31 of 34

multiplying the lot area of the site by the floor area ratio (FAR) number established in the following table:

<u>Building Height</u>	<u>C-C FAR</u>
<u>35 Feet or Less</u>	<u>2.8</u>
<u>35 - 50</u>	<u>3.5</u>
<u>50 - 55</u>	<u>4</u>

Comment [DB22]: Adjust C-C FAR Table to match the selected maximum building height for the zone - currently proposed at 55 feet.

(b) Gross floor area shall include the total square footage of the enclosed building as further defined in DMMC 18.01.050.

Comment [DB23]: Like the recent D-C discussions, we intend to apply the definition of floor area in 18.01.050 which exempts all parking and loading areas. "Floor area" means a total floor area within the walls of all buildings on a lot or building site, except for the spaces therein devoted to vents, shafts and light courts and except for the area devoted exclusively to loading and unloading facilities and to parking of motor vehicles.

Sec 6. DMMC 18.195.290 and Section 440 of Ordinance No. 1591 is amended to read as follows:

18.195.290 Community Commercial, C-C Zone.

(1) The perimeter of properties adjacent to a Residential Zone or public or institutional use shall provide a Type I landscaping strip with a minimum depth of 10 feet, maintaining existing mature buffering vegetation to the extent possible.

Comment [DB24]: This is added to reinforce the F&ED Committee's desire to retain mature buffer vegetation.

(2) A Type III landscaping strip, an average of five feet but not less than three feet in depth, shall be provided along all property lines abutting public rights-of-way excluding alleys. When the building setback from a public right-of-way is 10 feet or when such setback is utilized as a public open space plaza not accommodating parking, no perimeter landscaping strip shall be permitted, but street trees as set forth in DMMC 18.195.400 shall be provided within tree planters. Such tree planters shall have a minimum interior dimension of three and one-half feet and be protected by a cast iron grate.

(3) Parking facilities landscaping as prescribed in DMMC 18.195.360.

Ordinance No. ____
Page 32 of 34

Sec. 7. DMMC 18.210.090(12) and (17), and subsections 513(12) and (17) of Ordinance No. 1591, as amended by Section 16 of Ordinance 1601 are each amended to read as follows:

18.210.090. Required number of off-street parking spaces. The minimum number of off-street parking spaces required of each use shall be provided as follows:

Comment [DB25]: C-C Zone changed to be consistent with parking requirements in T-C Zone.

(12) Personal Services.

~~(a) C-C Zone: one parking space per 300 square feet of gross floor area.~~

(~~a~~) D-C, PR, C-C and T-C Zones: one parking space per 350 square feet of gross floor area.

(~~b~~) H-C Zone: one parking space per 200 square feet of gross floor area.

(17) Retail, Other.

~~(a) C-C Zone: one parking space per 300 square feet of gross floor area.~~

(~~a~~) D-C and PR Zones: one parking space per 350 square feet of gross floor area.

(~~b~~) H-C Zone: one parking space per 250 square feet of gross floor area, except there are a minimum of six spaces.

(~~c~~) C-C and T-C Zones: one parking space per 400 square feet of gross floor area, except there shall be a minimum of six spaces.

Ordinance No. ____
 Page 33 of 34

Sec. 8. DMMC 14.05.130 and section 23 of Ordinance No. 1581, as amended by Section 19 of Ordinance 1601 are each amended to read as follows:

14.05.130 Five-story wood frame buildings. The following sections, DMMC 14.05.140 through 14.05.220, shall be applicable to the following zoning classifications:

Pacific Ridge Commercial, Pacific Ridge Residential, Business Park, Community Commercial, and Transit Community Zones.

Sec. 9. Severability - Construction.

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

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

Sec. 10. 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 XX day of XXXX, 2015 and signed in authentication thereof this ____ day of _____, 2015.

 M A Y O R

APPROVED AS TO FORM:

 City Attorney

Ordinance No. ____
Page 34 of 34

ATTEST:

City Clerk

Published: _____

THIS PAGE LEFT INTENTIONALLY BLANK

Scenario 3.0

 Transit Oriented Village

- High intensity transit supportive mixed-use with residential bias
- Strongly pedestrian oriented with small walkable blocks
- 35' to 200' height limit
- Lowered parking requirement
- Uses:
 - Market rate and affordable housing
 - Office
 - Retail
 - Hotel
 - Neighborhood services
 - Civic uses
- No single use, big box, industrial, or auto-dependent uses

 Mixed Use - Pacific Ridge

- Auto-accommodating community and citywide retail and services
- Pedestrian oriented
- Mixed use with office or residential
- 35' to 85' Commercial height limit
- 35' to 200' Residential height limit
- Uses:
 - Residential
 - Community, citywide and regional retail
 - Office
 - Hotel

 Mixed Use - Kent Highlands

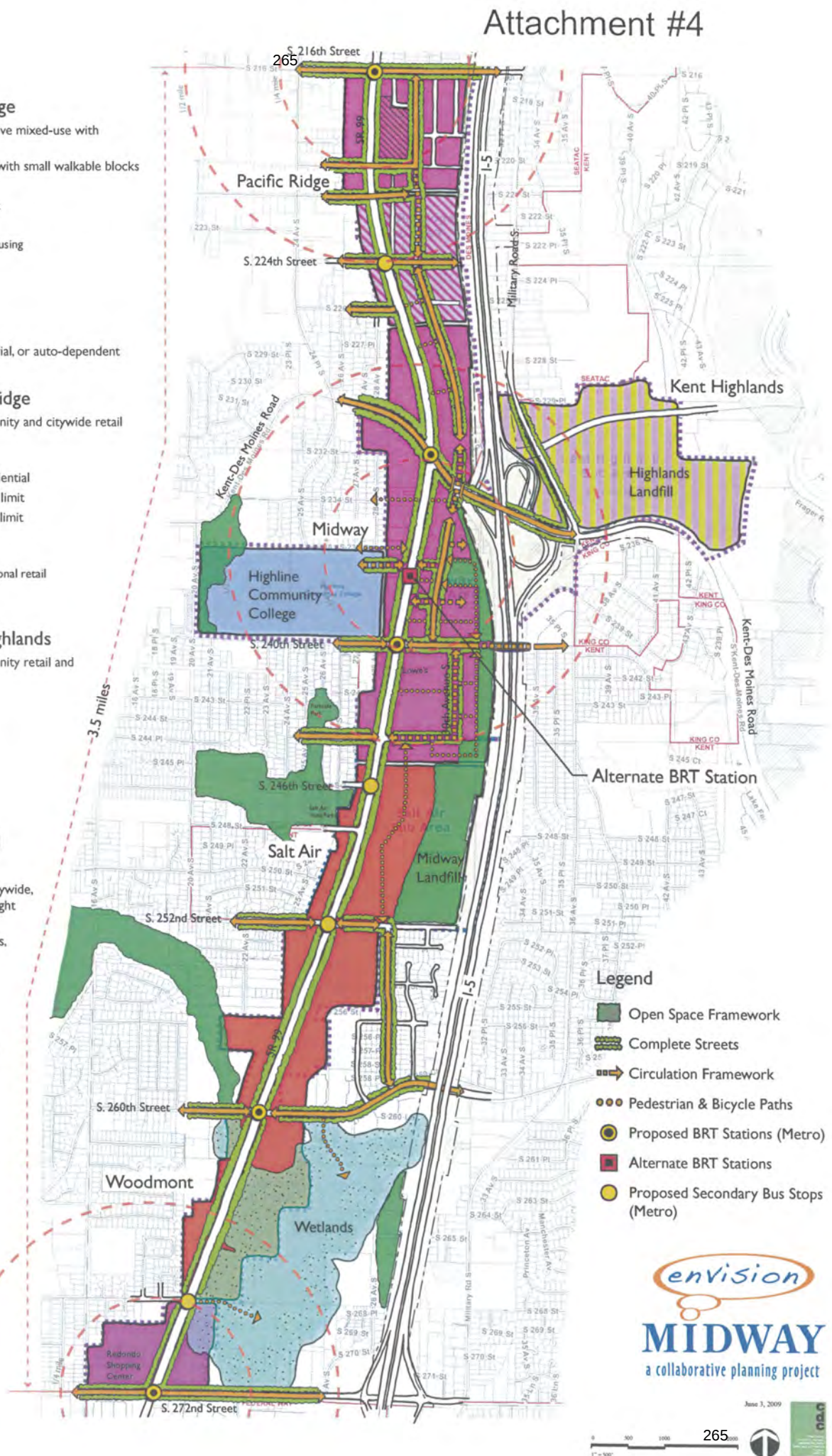
- Auto-accommodating community retail and services
- Pedestrian oriented
- Mixed use with residential
- 200' height limit
- Uses:
 - Residential
 - Community Retail
 - Hotel

 Highway Commercial Corridor

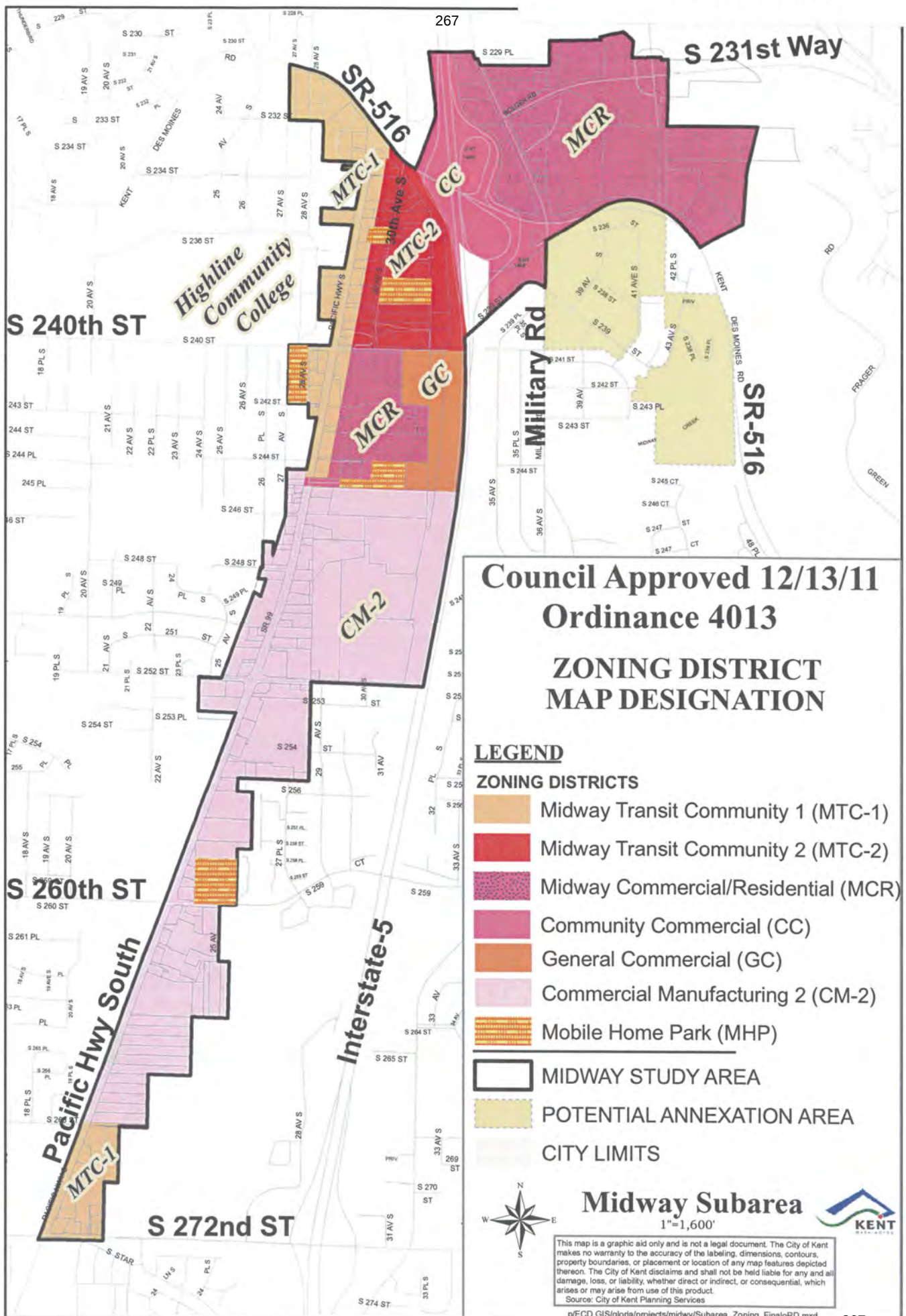
- Wide range of community, citywide, or regional commercial and light industrial uses
- Primarily auto-dependent uses, with pedestrian supportive facilities
- 35' to 50' height limit
- Uses:
 - Regional and citywide retail
 - Automobile sales and service
 - Light Industrial and manufacturing
 - Trucking
 - Outdoor storage
 - Office
 - Flex-tech
 - Mixed use (on west side)
 - Live-work

 Institutional

- Institutional mixed use residential or office
- Uses:
 - College academic
 - College oriented retail
 - College oriented office
 - Student and faculty rental housing



THIS PAGE LEFT INTENTIONALLY BLANK



THIS PAGE LEFT INTENTIONALLY BLANK