

AGENDA

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

June 14, 2018 – 7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC

BOARD & COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

PRESIDING OFFICER'S REPORT

ADMINISTRATION REPORT

CONSENT CALENDAR

Page 1 Item 1: APPROVAL OF MINUTES

Motion is to approve the minutes from the May 3, 2018 City Council Study Session, minutes from the May 10 and May 24, 2018 City Council Regular meeting and minutes from the May 31, 2018 City Council Study Session.

Page 15 Item 2: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers through June 6, 2018 included in the attached list and further described as follows:

Total A/P Checks/Vouchers	#154174-154335	\$ 647,212.85
Electronic Wire Transfers	#1047-1057	\$ 407,482.51
Payroll Checks	#19043-19044	\$ 431.65
Payroll Direct Deposit	#200001-200164	\$ 325,385.41
Payroll Checks	#19045-19049	\$ 9,328.76
Payroll Direct Deposit	#230001-230173	\$ 339,131.30
Total Checks and Wires for A/P and Payroll:		\$1,728,972.48

- Page 17 Item 3: NATIONAL PARKS AND RECREATION MONTH PROCLAMATION
Motion is to approve the Proclamation recognizing July as Parks and Recreation Month in Des Moines.
- Page 21 Item 4: PUGET SOUND GATEWAY PROJECT SR 167 AND SR 509
COMPLETION PROJECTS – LOCAL FUNDING AND PHASING
MEMORANDUM OF UNDERSTANDING
Motion is to direct the City Manager to sign the Puget Sound Gateway Program Local Funding and Phasing Memorandum of Understanding substantially in the form as submitted.
- Page 43 Item 5: TRANSPORTATION GATEWAY PROJECT: S 216TH STREET
SEGMENT 3 IMPROVEMENTS RIGHT-OF-WAY ACQUISITIONS:
PARCEL #082204-9093, PATRICIA BOOZE, PARCEL #082204-9165,
HIGHLINE WATER DISTRICT
Motion 1 is to approve and accept a Temporary Construction Easement (697 SF) on Parcel Number #082204-9093, owned by Patricia Booze and provide compensation to the owner of \$445.38 for the easement and \$330.00 for property damage, totaling \$776.00(r), plus reasonable closing costs, and authorize the City Manager to sign the Easement and Real Property Voucher Agreement substantially in the form submitted.
- Motion 2 is to approve and accept a Permanent Utility Easement (640 SF) and a Temporary Construction Easement (177 SF) including authorization for construction staging on Parcel #082204-9165, owned by the Highline Water District, and provide compensation to the owner of \$4,544.00 for the permanent utility easement, \$251.34 for the temporary construction easement and \$4,544.00 as an administrative settlement, totaling \$9,339.00(r), and authorize the City Manager to sign the Utility Easement, Temporary Construction Easement and Real Property Voucher substantially in the form submitted.
- Page 69 Item 6: CONSULTANT CONTRACT AMENDMENT – GRANT FREDRICKS
Motion to approve Amendment 7 to the Contract with Grant Fredricks, continuing professional consulting services through December 31, 2019, with an increase of \$30,000 for 2018 (bringing the total not-to-exceed amount of 2018 services to \$80,000.00) and \$50,000 for 2019 services, and authorize the City Manager to sign the contract amendment substantially in the form submitted.

PUBLIC HEARING/CONTINUED PUBLIC HEARING

- Page 83 Item 1: TRANSPORTATION IMPROVEMENT PLAN (2019-2038)
Staff Presentation: Transportation Services Manager
Andrew Merges

EXECUTIVE SESSION

NEXT MEETING DATE

June 14, 2018 City Council Regular Meeting

ADJOURNMENT

MINUTES

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

May 3, 2018 – 7:00 p.m.

CALL TO ORDER

Mayor Pina called the meeting to order at 7:01pm

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Nutting.

ROLL CALL

Council present: Mayor Matt Pina; Deputy Mayor Vic Pennington; Councilmembers Traci Buxton, Jeremy Nutting, Luisa Bangs, Robert Back and Matt Mahoney.

Staff present: City Manager Michael Matthias; Chief Operations Officer Dan Brewer; Chief Strategic Officer Susan Cezar; Police Chief George Delgado; Assistant Harbormaster Scott Wilkins; Recreation Manager Rick Scott; Prosecutor Tara Vaughn; Budget Manager Cecilia Pollock; Public Works Director Brandon Carver; Court Administrator Jennefer Johnson; City Clerk/Communications Director Bonnie Wilkins; Deputy City Clerk Taria Keane.

COMMENTS FROM THE PUBLIC

- There were no comments from the public.

DISCUSSION ITEMS

Item 1: EMERGING ISSUES

- As there were no emerging issues this item was removed from the agenda.

Item 2: CITY MANAGER MONTHLY REPORT

- Staff presented their monthly report items to Council.

At 7:51 p.m. Council took a 5 minute break and resumed the regular meeting at 7:57 p.m.

Item 3: MARINA PAID PARKING

- Assistant Harbormaster Scott Wilkins gave a power point presentation to Council.

Item 4: FARMERS MARKET UPDATE

- Market Manager Susie Novak and Chairperson of the Board Kim Richmond introduced themselves to council and informed them of the upcoming opening day of June 2, 2018.

NEXT MEETING DATE

May 10, 2018 City Council Regular Meeting

ADJOURNMENT

Direction/Action

Motion made by Councilmember Nutting to adjourn; seconded by Deputy Mayor Pennington.

The motion passed 7-0.

The meeting was adjourned at 9:04

Respectfully Submitted,
Taria Keane
Deputy City Clerk

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MINUTES

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

May 10, 2018 – 7:00 p.m.

CALL TO ORDER

Mayor Pina called the meeting to order at 7:02 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Buxton.

ROLL CALL

Council present: Mayor Matt Pina; Deputy Mayor Vic Pennington; Councilmembers Traci Buxton, Luisa Bangs, Robert Back and Matt Mahoney.

Councilmember Jeremy Nutting was absent.

Direction/Action

Motion made by Deputy Mayor Pennington to excuse Councilmember Nutting; seconded by Councilmember Buxton.

The motion passed 6-0.

Staff present: City Manager Michael Matthias; City Attorney Tim George; Chief Operations Officer Dan Brewer; Chief Strategic Officer Susan Cezar; Police Chief George Delgado; Finance Director Beth Anne Wroe; Assistant City Attorney Matt Hutchins; Public Works Director Brandon Carver; Special Transportation Project Manager Len Madsen; Management Consultant Grant Fredricks; Principal Planner Laura Techico; Assistant Harbormaster Scott Wilkins; City Clerk/Communications Director Bonnie Wilkins; Deputy City Clerk Taria Keane.

CORRESPONDENCE

- Email from Julien Loh, Local Government Affair & Local Policy Manager for Puget Sound Energy; Corporate savings onto the customer.
- Letter from Representative Kristine Reeves; Response to the City of Des Moines Resolution 1378.

COMMENTS FROM THE PUBLIC

- Resolute Michaels, Kids Nutrition Therapy; Thanks and Hello.
- Alli Larkin, Des Moines; Cell Tower EMR's.
- JC Harris, Des Moines; Airport issues.
- Rick Johnson, Des Moines; 911 Operator.

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Councilmember Buxton

- Recycling Revisited.
- Kick off for our Legislators.
- Des Moines Dollars for Scholars Annual Awards Banquet.
- SAMP Meeting.
- Dive Shop Ribbon Cutting.
- Public Issues Committee Meeting.
- Appointed to PSRC Domestic Violence Initiative Regional Council.
- Transportation Committee Meeting.
- Environment Committee Meeting.

Deputy Mayor Pennington

- Public Safety Meeting.
- Dive Shop Ribbon Cutting.

Councilmember Mahoney

- Highline College Foundation Dinner.
- Des Moines Dollars for Scholars Awards Banquet.
- Public Safety Meeting.
- UW Grad Students Presentation on the Reef in Redondo.
- Dive Shop Ribbon Cutting.
- Public Issues Committee Meeting.
- Transportation Committee Meeting.
- Art and Wine Walk.
- Flag Ceremony at Steven J. Underwood.

Councilmember Back

- No Report.

Councilmember Bangs

- Public Safety Emergency Management Meeting.
- King County Resident no longer need a stamp on ballots.
- SeaTac Round Table.
- Des Moines Dollar for Scholars Awards Banquet.
- Steven J Underwood Scholarship fund.
- Art on Poverty Bay Ribbon Cutting.

PRESIDING OFFICER'S REPORT

- Mayors Round Table.
- Des Moines Dollars for Scholars Awards Banquet.
- Dive Shop Ribbon Cutting.
- Art and Wine Walk.
- South Sound Opening.
- Mother's Day.
- Acknowledged City Clerk/Communication Director Bonnie Wilkins Birthday.
- Open Day of Farmers Market.

ADMINISTRATION REPORT

- Regional Economic Development Alliance.
- Sustainable Airport Master Plan Meeting.
- Recology Update.

CONSENT CALENDAR

Item 1: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers through May 2, 2018 included in the attached list and further described as follows:

Total A/P Checks/Vouchers	#153899-154002	\$ 671,354.24
Electronic Wire Transfers	#1026-1038	\$ 302,204.44
Payroll Checks	#19039-19039	\$ 2,500.78
Payroll Direct Deposit	#160001-160159	\$ 321,368.31
Total Checks and Wires for A/P and Payroll:		\$1,297,463.77

Item 2: TRANSPORTATION GATEWAY PROJECT: S 216TH STREET SEGMENT 3 IMPROVEMENTS RIGHT-OF-WAY ACQUISITIONS

Motion 1 is to approve and accept a permanent Utility Easement (105 SF) and a permanent Wall Easement (597 SF) on Parcel Number #200800-0571, owned by Soeng Choun & Maui S. Srey and provide compensation to the owner of \$745.50 for said utility easement, and \$9,629.66 for said Wall easement, \$754.02 for a temporary construction easement, as well as \$590 for property improvements for a total \$9,720 (rounded), plus reasonable closing costs, and to authorize the City Manager to sign the Easements and Real Property Voucher Agreement substantially in the form submitted.

Motion 2 is to approve and accept a permanent Utility Easement (35 Sf) on Parcel #200800-0580, owned by Eugene P. Min, and provide compensation to the owner of \$249 for said easement as well as \$970 for property damages for a total of \$1,219 (rounded), plus reasonable closing costs, and to authorize the City Manager to sign the Utility Easement and Real Property Voucher Agreement substantially in the form submitted.

Motion 3 is to approve and accept a permanent Utility Easement (33 SF) on Parcel #200800-010, owned by Alan K. Biery and Lynn M. Biery, as well as provide compensation to the owners in the amount of \$234.30 for said easement as well as damages in the amount of \$40 for a total of \$275 (rounded), plus reasonable closing costs, and to authorize the City Manager to sign the Utility Easement and Real Property Voucher Agreement substantially in the form as submitted.

Motion 4 is to approve and accept a permanent Utility Easement (74 SF) on Parcel #200820-010, owned by Terry A. Leffard, as well as provide compensation to the owner in the amount of \$525.40 for said easement as well as damages in the amount of \$120 for a total of \$646 (rounded), plus reasonable closing costs, and to authorize the City Manager to sign the Utility Easement and Real Property Voucher Agreement substantially in the form as submitted.

Motion 5 is to approve and accept the permanent Utility Easement (50 SF) on Parcel #894414-0000, owned by Villa Enzian Condominium Homeowners Association, as well as provide compensation to the owners in the amount of \$374.25 for said easement as well as damages in the amount of \$240 for a total of \$615 (rounded), plus reasonable closing costs, and to authorize the City Manager to sign the Utility Easement and Real Property Voucher Agreement substantially in the form as submitted.

Item 3:

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DES MOINES AND TEAMSTERS LOCAL 763 ("TEAMSTERS")

Motion is to approve the attached Memorandum of Understanding between the City of Des Moines and Teamsters Local 763 regarding medical plan options and cash-outs upon separation from employment, and to authorize the City Manager to sign the MOU substantially in the form as attached.

Direction/Action

Motion made by Councilmember Bangs to approve the consent calendar; seconded by Councilmember Back.
The motion passed 6-0.

OLD BUSINESS

Item 1:

STAFF UPDATE ON FEDERAL WAY LINK EXTENSION (FWLE)
CONSTRUCTION AND SERVICE OPERATIONS NOISE AND NOISE
MITIGATION

Staff Presentation: Chief Operations Officer Dan Brewer

Chief Operations Officer Brewer, Management Consultant Fredricks and Sound Transit Executive Project Director Dan Abernathy gave a power point presentation to Council.

NEXT MEETING DATE:

May 24, 2018 City Council Regular Meeting

ADJOURNMENT

Direction/Action

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

The meeting was adjourned at 9:31 p.m.

Respectfully Submitted,
Taria Keane
Deputy City Clerk

MINUTES

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

May 24, 2018 – 7:00 p.m.

CALL TO ORDER

Mayor Pina called the meeting to order at 7:03 p.m.

PLEDGE OF ALLEGIANCE

Mayor Pina recognized the display of Flats of the Military Branches that were displayed in the back of the room; American Flag, POW, U.S. Army, U.S. Marine Corps, U.S. Navy, U.S. Air Force and Coast Guard.

The flag salute was led by Mayor Pina.

ROLL CALL

Council present: Mayor Matt Pina; Deputy Mayor Vic Pennington; Councilmembers Jeremy Nutting, Traci Buxton, Luisa Bangs, Robert Back and Matt Mahoney.

Staff present: City Manager Michael Matthias; City Attorney Tim George; Chief Operations Officer Dan Brewer; Chief Strategic Officer Susan Cezar; Police Chief Ken Thomas; Finance Director Beth Anne Wroe; Assistant City Attorney Matt Hutchins; Public Works Director Brandon Carver; Assistant Harbormaster Scott Wilkins; Human Resources Director Adrienne Johnson; Police Department Office Manager/Records Supervisor Terryann Dell; Special Transportation Project Manager Len Madsen; Commander Doug Jenkins; Commander Mike Graddon; Detective Mike Thomas; Sergeant Patti Richards; Police Officer Dan Lindstrom; Police Officer Mike Boehmer; Police Officer Isaac Helgren; Community Services Officer Tonya Seaberry; Police Officer Justin Cripe; Parks, Recreation & Senior Services Director Patrice Thorell; Finance Consultant Steve Marcotte; City Clerk/Communications Director Bonnie Wilkins; Deputy City Clerk Taria Keane.

ADMINISTRATION REPORT

City Manager Matthias introduced new staff:

- Human Resources Director Adrienne (AJ) Johnson.
- Finance Director Beth Anne Wroe.
- Chief Strategic Officer Susan Cezar.
- Acting Harbormaster Scott Wilkins.
- Emergency Management Director George Delgado.
- Police Chief Ken Thomas.

City Clerk/Communications Director swore Police Chief Thomas in at the podium.

Police Chief Thomas addressed the Council.

CORRESPONDENCE

- Letter from the Legacy Foundation regarding retirements of Parks, Recreation & Senior Services Director Patrice Thorell and Senior Services Manager Sue Padden.

COMMENTS FROM THE PUBLIC

- Anahi Garcia, Mt. Rainier ASB President; Mount Rainier High School event.
- JC Harris; Airport issues.
- Alli Larkin; Smart meters.
- Steve Lettic; Public safety available resources.
- Sheila Brush; Sierra Club and Puget Sound Regional Council.
- Tony Hettler; Destination Des Moines summer events.
- Anne Kroeker; Highline Forum.
- Jeneth, Mt. Rainier ASB Vice President; Encouraging message poster for Santa Fe High School.

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Deputy Mayor Pennington

- Thanked Sheila Brush for bringing information forward.
- Thanked the students from Mt. Rainier High School.
- Welcomed new leadership team.
- Succession planning.

Councilmember Mahoney

- Thanked Mt. Rainier High School students for their time and service.
- Congratulated new leadership team.
- Honored father who recently passed away.
- Art and Wine Walk.
- Opening day of South Sound Boating Celebration.
- SCATBd meeting
- Parkside Park Dedication.
- Farmer's Market volunteer meeting.
- Midway Park Garden Project.
- Finance Director meeting.
- Memorial Day Service at Steven J. Underwood Memorial Park.
- MaST meeting regarding Redondo Reef.
- Des Moines Food Bank Winemakers Dinner.

Councilmember Back

- Welcomed new leadership team.

Councilmember Bangs

- Art on Poverty Bay Ribbon Cutting.
- Paint Night.
- Thanked Gene Achziger for Summer Concerts poster.
- Thanked Alena Rogers, Patrice Thorell and all organization for Midway Park Garden Project.
- Thanked Mt. Rainier High School students.

Councilmember Nutting

- Highline School Boundaries.
- Finance & Economic Development Committee meeting.

Councilmember Buxton

- Art & Wine Walk.
- Opening Day South Sound Boating Celebration.
- State of the City Address at Wesley.
- Farmer's Market.
- Kudos to the Public Works Department.

PRESIDING OFFICER'S REPORT

- Letter to Port on a recommendation from the Aviation Advisory Committee meeting.
- Art and Wine Walk.
- Opening Day South Sound Boating Celebration.
- Initial discussion for Council/Staff Retreat.
- Parkside Park Dedication.
- Attended Wesley U.
- Des Moines Ramp-A-Thon.
- Midway Park Garden Project.
- Hillwood Condominium State of the City.
- Des Moines Food Bank Winemakers Dinner.
- Port Commission Fred Felleman and Port Executive Director Stephen Metruck Tour of the City.
- Red Nose Day.

At 8:04 p.m. Councilmember Bangs left the meeting.

ADMINISTRATION REPORT

Item 1: FINANCIAL UPDATE – MARCH & APRIL 2018
Finance Director Wroe gave a presentation to Council.

Item 2: 1ST QUARTER CITY MANAGER REPORT

CONSENT CALENDAR

Item 1: APPROVAL OF MINUTES
Motion is to approve the minutes from the April 5, 2018 City Council Study Session and the minutes from the April 12, and April 26, 2018 City Council Regular meeting.

Item 2: APPROVAL OF VOUCHERS
Motion is to approve for payment vouchers and payroll transfers through May 16, 2018 included in the attached list and further described as follows:

Total A/P Checks/Vouchers	#154003-154173	\$ 493,193.48
Electronic Wire Transfers	#1039-1046	\$ 454,854.64
Payroll Checks	#19040-19042	\$ 3,996.92
Payroll Direct Deposit	#184001-184171	\$ 343,928.68
Total Checks and Wires for A/P and Payroll:		\$1,295,973.72

Item 3: FARMERS MARKET AGREEMENT

Motion is to approve the Agreement between the City of Des Moines and Des Moines Farmers Market for the 2018 Des Moines Waterfront Farmers Market to be held at the Des Moines Marina on Saturdays from June 2 through September 29, 2018, and to authorize the City Manager to execute the Agreement substantially in the form as attached.

Item 4: 2018 SUMMER EVENTS AGREEMENT WITH DESTINATION DES MOINES

Motion 1 is to approve Draft Resolution 18-053 authorizing Destination Des Moines to use City property to conduct three summer events and for the City to provide up to \$10,000 of in-kind non-reimbursable services for the Fireworks Over Des Moines on July 4, Community BBQ on July 11 and Waterland Festival on July 21-22, 2018.

Motion 2 is to approve the Agreement with Destination Des Moines for 2018 Summer Events specifying the responsibilities assumed by Destination Des Moines and identifying the in-kind services and facilities that will be provided by the City, substantially in the form as attached.

Item 5: TASK ORDER ASSIGNMENT FOR DESIGN/PERMITTING OF THE DEEPDENE PLAT OUTFALL REPLACEMENT PROJECT

Motion is to approve the Task Order Assignment with Tetra Teck, that will provide design and permitting services for the Deepdene Plat Outfall Replacement Project in the amount of \$125,487.00, plus a contingency in the amount of \$25,000.00, and authorize the City Manager to sign said Task Order Assignment, substantially in the form as submitted.

Item 6: TRANSPORTATION GATEWAY PROJECT: S 216TH STREET SEGMENT 3 IMPROVEMENTS RIGHT-OF-WAY ACQUISITIONS: WESLEY HOMES DEDICATION.

Motion 1 is to approve and accept a permanent Sidewalk and Utility Easement (1212 SF) and a permanent Utility Easement (24 SF) on Parcel Number #082204-9133, owned by Wesley Homes LLC, as a donation to the City, and to authorize the City Manager to sign the Easements substantially in the form submitted.

Motion 2 is to approve and accept a permanent Utility Easement (50 SF) on Parcel #082204-9087, owned by Wesley Homes LLC, as a donation to the City, and to authorize the City Manager to sign the Utility Easement substantially in the form submitted.

Direction/Action

Motion made by Councilmember Nutting to approve the consent calendar; seconded by Councilmember Back.
The motion passed 6-0.

NEW BUSINESS

- Item 1: DRAFT RESOLUTION NO. 18-025; MARINA NORTH BULKHEAD REPAIR AND REPLACEMENT PROJECT REIMBURSEMENT
Staff Presentation: Finance Department

Finance Consultant Steve Marcotte gave a presentation to Council.

Direction/Action

Motion made by Councilmember Back to adopt Draft Resolution No. 18-025, declaring the City's intent to reimburse itself for expenditures incurred with respect to the repair and replacement of the North Bulkhead at the Des Moines Marina; seconded by Councilmember Nutting.
The motion passed 6-0.

- Item 2: POLICE DEPARTMENT REVIEW
Staff Presentation: Commander Doug Jenkins
Commander Mike Graddon

Commander Jenkins, Commander Graddon, Community Services Officer Seaberry, Police Officer Lindstrom gave a power point presentation to Council.

No motion; informational purposes only.

EXECUTIVE SESSION

At 9:45 p.m. Council went into Executive Session. The purpose of the Executive Session was to Discuss the Performance Of A Public Employee Under RCW 42.30.110(1)(g). Those in attendance: Mayor Pina; Deputy Mayor Pennington; Councilmembers Buxton, Nutting, Bangs, Back and Mahoney; City Manager Matthias, Chief Operations Officer Brewer, City Attorney George, Chief Strategic Officer Cezar and Finance Director Wroe. The Executive Session was expected to last 30 minutes.

Direction/Action

Motion made by Mayor Pina to extend the Council meeting to 10:15; seconded by Deputy Mayor Pennington.
The motion passed 6-0.

At 10:15 p.m. Mayor Pina extended the Executive Session 20 minutes.

At 10:35 p.m. Mayor Pina extended the Executive Session 10 minutes.

At 10:45 p.m. Mayor Pina extended the Executive Session 5 minutes.

The Executive Session concluded at 10:50 p.m.

The Executive Session lasted 65 minutes.

NEXT MEETING DATE:

June 7, 2018 City Council Study Session.

ADJOURNMENT

The meeting concluded at 10:50 p.m.

Respectfully Submitted,
Bonnie Wilkins, CMC
City Clerk/Communications Director

MINUTES**SPECIAL MEETING TO HOLD AN EXECUTIVE SESSION**

May 31, 2018

CALL MEETING TO ORDER

The Special Meeting was called to order by Mayor Pina at 4:30 p.m. in Council Chambers.

ROLL CALL

Council present:

Mayor Matt Pina; Deputy Mayor Vic Pennington; Councilmembers Traci Buxton, Jeremy Nutting, Robert Back and Matt Mahoney.

Others present:

City Manager Michael Matthias; Chief Operations Officer Dan Brewer; City Attorney Tim George; City Clerk/Communications Director Bonnie Wilkins.

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). The Executive Session was expected to last 60 minutes.

No formal action was taken. The Executive Session lasted 60 minutes.

The meeting adjourned at 5:30 p.m.

Respectfully submitted, Bonnie Wilkins, CMC
City Clerk/Communications Director

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CITY OF DES MOINES
Voucher Certification Approval

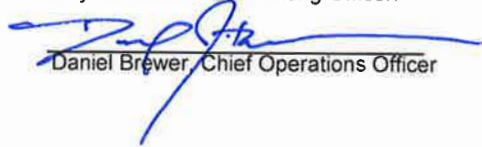
14-Jun-18

Auditing Officer Certification

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

As of **June 14, 2018** the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers through June 6, 2018 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:


 Daniel Brewer, Chief Operations Officer

	# From	# To	Amounts
Claims Vouchers:			
Total A/P Checks/Vouchers	154174 -	154335	647,212.85
Electronic Wire Transfers	1047 -	1057	407,482.51
Total claims paid			1,054,695.36
Payroll Vouchers			
Payroll Checks	19043 -	19044	431.65
Direct Deposit	200001 -	200164	325,385.41
Payroll Checks	19045 -	19049	9,328.76
Direct Deposit	230001 -	230173	339,131.30
Total Paychecks/Direct Deposits paid			674,277.12
Total checks and wires for A/P & Payroll			1,728,972.48

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: National Parks and Recreation Month
Proclamation

ATTACHMENTS:
1. Proclamation

FOR AGENDA OF: June 14, 2018

DEPT. OF ORIGIN: Parks, Recreation & Senior
Services

DATE SUBMITTED: May 11, 2018

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

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

APPROVED BY CITY MANAGER
FOR SUBMITTAL: _____

Purpose and Recommendation

The purpose of this agenda item is to recognize July as Parks and Recreation Month.

Suggested Motion

Motion 1: "I move to approve the Proclamation recognizing July as Parks and Recreation Month in Des Moines."

Background

Since 1985, America has celebrated July as the nation's official Parks and Recreation Month. The Nation's House of Representatives has declared July as Parks and Recreation Month to recognize the great societal value of parks and recreation facilities and their importance in local communities across the United States; recognize and honor the vital contributions of employees and volunteers in park and recreation facilities; and support the designation of a "National Parks and Recreation Month."

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City of Des Moines



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



Proclamation

WHEREAS parks, recreation and senior services programs are an integral part of communities throughout this country, including the City of Des Moines; and

WHEREAS our parks, recreation and senior services are vitally important to establishing and maintaining the quality of life in Des Moines, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS parks, recreation and senior services build healthy, active communities that aids in the prevention of chronic disease, and also improves the mental and emotional health of all citizens; and

WHEREAS parks, recreation and senior services increase Des Moines' economic prosperity through increased property values, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS Des Moines parks are fundamental to the City's environmental well-being by improving water quality and the quality of the air we breathe, providing vegetative buffers to development, and producing habitat for wildlife; and

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS the City of Des Moines recognizes the benefits derived from parks, recreation and senior services programs and resources; and

NOW THEREFORE, THE DES MOINES CITY COUNCIL HEREBY PROCLAIMS

JULY AS PARKS AND RECREATION MONTH

And encourages all our citizens to join in this special observance.

SIGNED this 14th day of June, 2018.



Matt Pina, Mayor

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Puget Sound Gateway Project
SR 167 and SR 509 Completion Projects – Local
Funding and Phasing Memorandum of
Understanding

ATTACHMENTS:

1. Local Funding and Phasing Memorandum of Understanding
2. City of Des Moines Net Benefit Assessment Overview
3. March 29, 2018 Funding Commitment letter
4. Puget Sound Regional Council matching funds verification letter

FOR AGENDA OF: June 14, 2018

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: June 6, 2018

CLEARANCES:

- [] Community Development N/A
 [] Marina N/A
 [] Parks, Recreation & Senior Services N/A
 [X] Public Works DBC

CHIEF OPERATIONS OFFICER: DSB

- [X] Legal 56
 [X] Finance _____
 [] Courts N/A
 [] Police N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this agenda item is for the City Council to approve the Puget Sound Gateway Program SR 167 and SR 509 Completion Projects Local Funding and Phasing Memorandum of Understanding (Attachment 1). The following motion will appear on the consent calendar:

Suggested Motion

Motion: “I move to direct the City Manager to sign the Puget Sound Gateway Program Local Funding and Phasing Memorandum of Understanding substantially in the form as submitted”.

Background

The Washington State Legislature passed a transportation package in 2015 which included the Puget Sound Gateway Project. The Puget Sound Gateway Project extends SR 167 in Pierce County and SR 509 in King County. When the legislature passed this package, local contributors were required to help

fund the construction of these projects. The agencies required to participate in making local contributions were not specifically identified.

A total of \$130 million in local contributions is required for the Puget Sound Gateway Project. This has been broken down further by \$60 million for the SR 509 Project and \$70 million for the SR 167 Project. The Port of Tacoma and the Port of Seattle have committed \$60 million, \$30 million to each project. The remaining \$70 million will come from other local agencies and a variety of other funding sources like state and federal grant programs. If the remaining local contributions are not identified, some elements of the Puget Sound Gateway Project would likely be eliminated. Two such project elements that would impact the City of Des Moines are the Veterans Drive Extension and the SeaTac Access.

A process involving approximately 20 different agencies has been consistently meeting with WSDOT to discuss how to address the local funding issue. This process has included regular meetings with the executive committee members from both the SR 167 and SR 509 projects, and more recently meetings of the local funding sub-committee members. The City of Des Moines has been represented on these committees by Councilmembers Matt Mahoney and Rob Back. Former Councilmember Dave Kaplan has provided Transportation Policy support as well. The deadline is for the local jurisdictions to complete a Memorandum of Understanding (MOU) with the state by June 2018. The MOU would be presented to the Legislature in late June/early July.

In order to reduce the burden of funding contributions on the local jurisdictions, the local funding sub-committee members have worked together with WSDOT and the funding and phasing subcommittee's independent analysis team of Steve Gorcester (an independent grant strategist), Rita Brogan (an independent facilitator), and Andrew Bjorn (an economic consultant from BERK) to develop a grant funding strategy concept that will: 1) develop a funding partnership, 2) leverage partner match with grants, 3) provide benefit assessments to partners, 4) scale match contributions with relative net benefits, and 5) pursue grants and apply grants towards the local share required by the Legislature.

Local Benefit Assessments

The overarching consensus is that partner agencies that benefit most from the Puget Sound Gateway Project should contribute more than agencies that have little to no benefit. WSDOT initiated a local benefit assessment process using a team of consultants, which looked at an assessment of local net benefits for all local agencies in the study area. The assessment used nine categories to measure net benefits. Each category was weighted on a scale of one to four, with four being the highest net benefit in that category.

Each City was then placed in a proposed participation level categorized into one of three tiers, based on the relative benefit. Those tiers include:

- Tier 1 receiving significant direct benefits,
- Tier 2 receiving moderate benefits due to improved accessibility, and
- Tier 3 receiving a nominal level of benefits.

Tier 1 cities are expected to contribute \$2 million and Tier 2 cities are expected to contribute \$1 million. While Tier 3 cities are not expected to provide substantial financial contributions, they are expected to provide project support in several other ways, such as co-sponsoring and supporting grant applications.

The City of Des Moines has been identified as a Tier 2 City. The assessment is not an “invoice” but rather an overall evaluation of the net benefit that helps frame the development of the MOU for local contributions as intended by the Washington State Legislature. The assessment was based on a “build” vs a “no build” scenario. The overview of the net benefit assessment for the City of Des Moines is provided as Attachment 2.

Grant Funding Partnerships and Phasing

The Puget Sound Gateway Project continues to be a benefit to all partners. The grant-focused strategy will leverage local match funds with grants to provide the necessary funding. The Proposed MOU requires commitments to match, but the funds are paid in the future during project construction.

Grants applications will occur over the life of the project (expected to be more than 10 years). Grant applications for the initial stage of the project are currently underway.

Discussion

While Tier 2 cities, like the City of Des Moines, are expected to contribute \$1 million to the project, the number was negotiable based on relative benefits. On March 22, 2018 the City Council approved a Funding commitment letter which provided a commitment (Attachment 3) of \$500,000 to the Puget Sound Gateway Project. Subsequent Interlocal Agreements will ultimately facilitate the financial contributions. Financial payments for our contribution would not be due until the 2022-2025 timeframe and would be invoiced based on construction progress payments.

The grant funding strategy that was been developed by the subcommittee is a crucial element of the local funding requirement. Without significant grant funds, completion of the Puget Sound Gateway Project is in jeopardy. In May, following the funding commitment letter, the City partnered with WSDOT on a grant request for a nexus benefit project titled “SeaTac Access” which is intended to represent the 24th/28th Ave on/off ramps to the SR 509 freeway. The grant process is currently underway at the Puget Sound Regional Council (PSRC). In the initial grant application screening stage, PSRC ask for financial clarity and proof of the matching funds committed by the City. The Finance Director responded with a letter (Attachment 4) and documentation to support this request.

Financial Impact

A number of potential offsetting revenue sources have been identified that would cover most if not all of the \$500,000 project contribution. Construction of the SR 509 project would generate approximately \$270,000 in sales tax revenue for the City of Des Moines. WSDOT will also be surplussing a large amount of Historic SR 509 right-of-way that runs through the middle of Des Moines. This property has been sitting dormant and unused for decades. While a lot of the property is wetlands, buffer, and critical area, some of this property is available for development. The Port of Seattle and WSDOT are currently in negotiations on some of this property (north of South 216th Street), which is currently zoned Business Park. When developed, the City would see various revenues including leasehold excise taxes, utility taxes, construction sales taxes, REET, and other permit fees. Other surplussed property could be developed residential, providing new on-going property tax revenue.

Alternatives

The City Council may:

- 1) Make modifications to the Local Funding and Phasing Memorandum of Understanding;
- 2) Decline to pass the suggested motion.

Recommendation

Staff recommends Council pass the suggested motion.

Puget Sound Gateway Program SR 167 and SR 509 Completion Projects

Local Funding and Phasing Memorandum of Understanding

1. Participating Parties

In addition to the Washington State Department of Transportation (WSDOT), the following Local Agency Partners constitute those parties currently participating in this Memorandum of Understanding pertaining to the local contribution requirement for the Puget Sound Gateway Program (Gateway Program):

- | | | |
|-------------------|-----------------------|--------------------|
| • Port of Seattle | • City of Burien | • City of Milton |
| • Port of Tacoma | • City of Des Moines | • City of Pacific |
| • King County | • City of Edgewood | • City of Puyallup |
| • Pierce County | • City of Federal Way | • City of SeaTac |
| • City of Algona | • City of Fife | • City of Sumner |
| • City of Auburn | • City of Kent | • City of Tacoma |

2. Background and Purpose of MOU

In July 2015, the Washington State Legislature and Governor Inslee acted to fund the Gateway Program through the Connecting Washington revenue package. The Gateway Program is comprised of two projects: the State Route 167 Completion Project and the State Route 509 Completion Project. These projects provide essential connections to the ports of Tacoma and Seattle and will help ensure that people and goods move more reliably through the Puget Sound region.

WSDOT is the lead project sponsor and is responsible for the planning, design and construction of the Gateway Program, as well as for its overall financial management. The program has been guided from its beginning by a Joint SR 167/SR 509 Executive Committee (Executive Committee), comprised of elected and appointed representatives of local jurisdictions served by the Gateway Program (Algona, Auburn, Burien, Des Moines, Edgewood, Federal Way, Fife, Kent, Milton, Pacific, Puyallup, SeaTac, Sumner, Tacoma, King County, Pierce County, Port of Seattle, and Port of Tacoma) as well as Federal Highway Administration, Washington State Transportation Commission, Washington State Department of Transportation, Puget Sound Regional Council, Sound Transit, Pierce Transit, and the Freight Mobility Strategic Investment Board.

Funding for the Gateway Program has been approved to come from the state gas tax, tolls, local contributions, and potential federal and state grants. Total funding for the Gateway Program, from the 2015 Connecting Washington transportation funding package, is \$1.875 billion, which includes local contributions of \$130 million. The program has been funded over a 16-year

timeline. Based on the legislative funding plan, major construction for a first stage would occur from 2019 through 2025, and a second stage from 2026 through 2030. Local contributions will be needed to construct both stage one and stage two projects.

In the 2017 Legislative session new language was enacted (Engrossed Senate Bill 5096 § 306(20)(b)) requiring development of a Memorandum of Understanding (MOU) between the Local Agency Partners and WSDOT. The legislature directed that:

The secretary of transportation must develop a memorandum of understanding with local project stakeholders that identifies a schedule for stakeholders to provide local matching funds for the Puget Sound Gateway project. Criteria for eligibility of local match includes matching funds and equivalent in-kind contributions including, but not limited to, land donations. The memorandum of understanding must be finalized by July 1, 2018. The department must submit a copy of the memorandum of understanding to the transportation committees of the legislature and report regularly on the status.

To this end, the Executive Committee of the Gateway Program convened a Funding and Phasing Subcommittee (Subcommittee) to develop a MOU that summarizes their planned future commitments and planned timing of those commitments to contribute to the SR 167 and SR 509 projects.

The Subcommittee goals include:

- Support efforts to build the Gateway projects on or ahead of schedule
- Create successful local partnerships
- Obtain sufficient local funding to build the Puget Sound Gateway projects
- Time grant-funding projects to support the project delivery schedule

The construct of local funding participation, when authorized by the legislative bodies of the relevant agencies through a series of forthcoming interlocal agreements, is based on the following projections:

	SR 167	SR 509	TOTAL
Port contributions	\$30 million	\$30 million	\$60 million
Federal INFRA grant	\$10 million	\$10 million	\$20 million
Local agency partner match	\$10 million	\$10 million	\$20 million
Other Grants (PSRC, FMSIB, TIB)	\$20 million	\$10 million	\$30 million
Total	\$70 million	\$60 million	\$130 million

3. Local Funding Strategy

A key element of the local funding strategy is to identify projects within the Gateway Program that provide clear and measurable benefits to local jurisdictions. In the Gateway Program, these are called "Local Nexus Projects," are designed to:

- Create a positive business case for Local Agency Partners by focusing on the parts of the program that are most relevant and important to local jurisdictions
- Leverage the potential to access significant grant funding to support local funding assumptions

In support of the local funding strategy, Local Agency Partners shall:

- Participate, co-fund match, and submit grant applications with support from Subcommittee staff, as identified in Section 6 of this MOU
- Combine local monetary and in-kind contributions and project funds to ensure fully-funded applications, as identified in Section 6 of this MOU
- Support the grant effort and avoid competition with the local projects in the year of application

The following Local Nexus Projects have been identified within the north (SR 509) and south (SR 167) segments of the Gateway Program:

Gateway North (SR 509)	Gateway South (SR 167)
188 th South Ramps	Meridian West Ramps
SeaTac Access, with Ramps to 28 th /24 th Avenue South	54 th Avenue East Ramps
Veterans Drive Extension	Interurban Trail
Lake to Sound Trail	Valley Avenue West Ramps
	Port of Tacoma Access/SR 509 Spur
	70 th Avenue E Bridge Relocation

If Local Nexus, INFRA, and any other pending grant projects become fully funded, these projects will contribute substantially toward the Legislative requirement for local match. Funding commitments will be achieved via an interlocal agreement from each signing party up to the amounts presented in this MOU. Local Agency Partner signatories to this MOU understand that once the local contribution requirements set forth in ESB 5096 (\$130 million) is achieved, that Local Agency Partners will not be required to commit to additional funds beyond what is outlined in this MOU. If additional grant funding or additional funds from other sources are obtained that fulfill the \$130 million local contribution requirement, the Secretary of Transportation and the Executive Committee will review and determine to either reduce local agency partner match payments, or recommend expanding scope of the Gateway Program, and amend each signing party's interlocal agreement accordingly.

4. Local Participation Policy

The Joint Executive Committee has agreed to a funding and phasing policy that structures local agency partner match requirements to be commensurate with the benefits accrued from the project at a local level. This policy states that:

All local agency partners accrue some benefit from the Puget Sound Gateway Program. Partners receiving fewer benefits, however, are not expected to contribute as much as partners who receive more benefits. Direct benefits are those that are most quantifiable, but there are other components of value that include indirect, strategic and policy/social benefits. Both direct and indirect benefits will be assessed as part of the consideration of local contributions, because they are more easily quantifiable than strategic and policy/social benefits.

All Local Agency Partner signatories of this MOU expect to seek approval of interlocal agreements to contribute a match to be applied to Local Nexus Projects at a level that reflects their respective anticipated level of benefit, as identified in Section 6 of this MOU.

5. Benefit Assessment Methodology

The proposed financial participation by each partner is based on a general, qualitative assessment of the net benefits expected to be received by full completion of the Gateway Program. The assessment includes the following metrics, based on available project data and transportation modeling outputs:

- **Direct transportation linkages.** The location of direct access points for new limited access highways or other transportation infrastructure that benefits the community.
- **Effects on local sales taxes.** The impacts of the projects to sales tax receipts, both in terms of one-time construction sales taxes for the project, and ongoing sales taxes from impacts to commercial uses.
- **Travel time savings.** Overall travel time savings for local car and truck traffic associated with the projects.
- **Traffic diversion from local streets.** The diversion of, or increase in, traffic on local arterials due to the project, with associated positive impacts to traffic safety and local road maintenance.
- **Effects on local employment.** The potential effects of improved accessibility are reviewed, particularly in the context of access to new or potential employment uses.
- **Effects on developable residential lands.** The potential impacts of changes in traffic flow and accessibility on residential land development, with a focus on areas within the jurisdiction that are available for redevelopment.
- **Effects on developable employment lands.** The potential impacts of changes in traffic flow and accessibility on the development or redevelopment of commercial and industrial lands.
- **Achievement of local policy goals.** The alignment of the WSDOT Gateway Program with local plans and policies.
- **Environmental and social benefits.** Environmental and social benefits specifically linked to these projects, including upgrades to pedestrian and cycling infrastructure, and wetlands and riparian restoration.

The approach and findings of the benefits assessments have been provided to the Local Agency Partners.

6. Local Jurisdiction Anticipated Contributions to the Program

Based on results from the benefit assessment described in Section 5, contributions for each of the Local Agency Partners were determined by project stage in the tables below. Following execution of this MOU, interlocal agreements will be drafted for subsequent approval. Anticipated contributions only become binding commitments when embedded in interlocal agreements, and the conditions therein are approved by the proposed funding entity. Interlocal agreements between WSDOT and the respective Local Agency Partner must be in place for a project prior to issuance of the Request for Proposals (RFP) for any proposed construction contract. The interlocal agreements will become binding commitments, within the statutory authority of the Local Agency Partner, and will define the schedule of local match payments expected over the duration of each construction project stage.

WSDOT will exercise due diligence to develop and construct each project on schedule within the Gateway Program to the best of its abilities. Local Agency Partners will participate in project development reviews and project meetings in support of the Gateway Program.

If grant pursuits identified in the Stage 1 and Stage 2 tables below are not achieved sufficient to meet the \$130 million local contribution, additional grants will be pursued from the funding programs listed or from other funding programs that may become available over the life of the Gateway Program. If Local Nexus Projects go to construction without planned grants, the Local Agency Partner match funds will still be provided by agreement with WSDOT. If it is determined that a Local Nexus Project cannot be fully funded, WSDOT will review options with the Executive Committee. If an official decision is determined by the Executive Committee and the Secretary of Transportation that the Local Nexus Project is not to be included in a construction project, the Local Agency Partner match may be withdrawn.

Stage 1 Grant Pursuits for Local Nexus Projects

Project	Estimated Construction Cost	Funding Program	Grant Target Amount	Target Due Mo/Year	Anticipated Construction Expenditure	Local Agency Partner Match	Partner Nexus
70 th Avenue E/Interurban Trail	\$32,245,600	FMSIB	\$5,000,000	Mar 2018	2019-2021	\$800,000 \$500,000 \$3,000,000	Fife Tacoma Port of Tacoma
		TIB	\$5,000,000	Aug 2018	2019-2021		
		State Capital & Transportation	\$1,400,000	Mar 2018	2019-2021		Fife
Veterans Drive/ SR516 Interchange	\$33,800,000	PSRC	\$4,500,000	Apr 2018	2021-2025	\$1,000,000	Kent
		TIB	\$5,000,000	Aug 2020	2021-2025	\$1,000,000	Kent
SeaTac Access	\$176,883,500	PSRC	\$4,500,000	Apr 2018	2021-2025	\$2,000,000 \$500,000	SeaTac (ROW in lieu) Des Moines

Port of Tacoma Access/509 Spur	\$323,042,000	PSRC	\$4,500,000	Apr 2018	2021-2025	\$1,500,000 \$3,000,000 \$800,000	Tacoma Port of Tacoma Fife
		FMSIB	\$5,000,000	Mar 2020	2021-2025		
All Gateway Program		INFRA	\$20,000,000*	Nov 2017	2019-2021		
SR 167 Stage 1		Port of Tacoma		Jan 2021	2021-2025	\$9,000,000	Port of Tacoma
SR 509 Stage 1		Port of Seattle		Jan 2021	2021-2025	\$15,000,000	Port of Seattle (expected in 2023-2025)
Total Stage 1			\$54,900,000			\$38,100,000	\$93,000,000

Stage 2 Future Grant Pursuits for Local Nexus Projects

Project	Estimated Construction Cost	Funding Program	Grant Target Amount	Target Due Mo/Year	Anticipated Construction Expenditure	Local Agency Partner Match	Partner Nexus
Meridian Avenue Interchange		TBD	\$3,000,000	2022	2026-2030	\$2,000,000	Puyallup
Valley Avenue Interchange		TBD	\$3,000,000	2022	2026-2030	\$2,000,000	Pierce County
188 th Street Interchange improvements		TBD	TBD	2023	2026-2030	TBD	SeaTac
SR 167 Stage 2		TBD	\$4,000,000	2022	2026-2030	\$500,000 \$500,000	Edgewood (ROW in lieu) Sumner
		Port of Tacoma		Jan 2026	2026-2030	\$15,000,000	Port of Tacoma
SR 509 Stage 2		TBD	\$4,000,000	2024	2026-2030		
		Port of Seattle		Jan 2026	2026-2030	\$15,000,000	Port of Seattle
Total Stage 2			\$14,000,000			\$35,000,000	\$49,000,000
Total Stages 1 & 2			\$68,900,000			\$73,100,000	\$142,000,000

* – If no INFRA, apply for FHWA BUILD grant for Port of Tacoma Access (SR 509 Spur)

TBD – grant funding program pursuit to be determined in future

7. Terms and Termination

7.1. Amendments

This MOU shall be periodically reviewed and evaluated regarding the need for modifications or amendments by mutual determination of WSDOT and Local Agency Partners. Amendments to the MOU shall be required if program funding assumptions need to be adjusted that affect the ability to construct the identified Local Nexus Projects or the ability to achieve the \$130 million local contribution. Such amendments shall only be binding if they are in writing and signed by authorized personnel from all of the Local Agency Partners. Except as set forth in an amendment, the MOU will be unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict

between an amendment and the MOU or any earlier amendment, the terms of the most recent amendment will prevail.

If there is a conflict between subsequent interlocal agreements and the MOU or any earlier amendments, the terms of the interlocal agreements will prevail.

Changes that do not affect the ability to construct the identified Local Nexus Project or achieve the \$130 million local contribution shall be addressed through the interlocal agreement between WSDOT and the relevant Local Agency Partner.

7.2. Dispute Resolution

Should any signatory to this MOU object at any time to any actions proposed or the manner in which the terms of this MOU are implemented, the Executive Committee shall hear the dispute first and if the disputant(s) is/are not satisfied with the Committee's proposed decision, the Committee will send to the Secretary of Transportation its proposed solution and all documentation relevant to the dispute. The Secretary of Transportation shall provide the Executive Committee with his/her advice on how to resolve the dispute within thirty (30) calendar days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the Executive Committee shall prepare a written response that considers any timely advice or comments regarding the dispute from the Secretary of Transportation, signatories and other interested parties, and provide them with a copy of this written response. WSDOT will then proceed according to this final decision.

7.3 Conditions for Termination of Participation

Subject to legislative appropriation and all applicable laws, each signatory shall ensure that the Gateway Program is carried out in accordance with the terms of the MOU and subsequent interlocal agreements. A signatory may terminate its participation in this MOU if its terms cannot be met and by providing written notice to the Secretary of Transportation and the Executive Committee a minimum of 180 calendar days before a project issues an RFP that relies on that local agency partner funding. Prior to providing written notice terminating participation, however, the signatories shall consult with WSDOT to determine whether an amendment to the MOU might be feasible. If a signatory terminates its participation, WSDOT will then consult with the Executive Committee to determine if project scope elements need to be removed if contributions are not realized in accordance with this understanding.

8. Period of Agreement.

This MOU will commence on (July 1, 2018 proposed date) and will dissolve when the \$130 million of local contribution have been secured, or when the Local Nexus Projects have been constructed and are complete.

9. Signatories

Stephen P. Metruck
Executive Director
Port of Seattle

Date

John Wolfe
Chief Executive Officer
Port of Tacoma

Date

Dow Constantine
County Executive
King County

Date

Bruce Dammeier
County Executive
Pierce County

Date

David E. Hill
Mayor
City of Algona

Date

Nancy Backus
Mayor
City of Auburn

Date

Brian Wilson
City Manager
City of Burien

Date

Michael Matthias
City Manager
City of Des Moines

Date

Daryl Eidinger
Mayor
City of Edgewood

Date

Jim Ferrell
Mayor
City of Federal Way

Date

Pat Hulcey
Councilmember
City of Fife

Date

Dana Ralph
Mayor
City of Kent

Date

Shanna Styron-Sherrell
Mayor
City of Milton

Date

Leanne Guier
Mayor
City of Pacific

Date

Kevin Yamamoto
City Manager
City of Puyallup

Date

Joseph Scorcio
City Manager
City of SeaTac

Date

William L. Pugh
Mayor
City of Sumner

Date

Elizabeth A. Pauli
City Manager
City of Tacoma

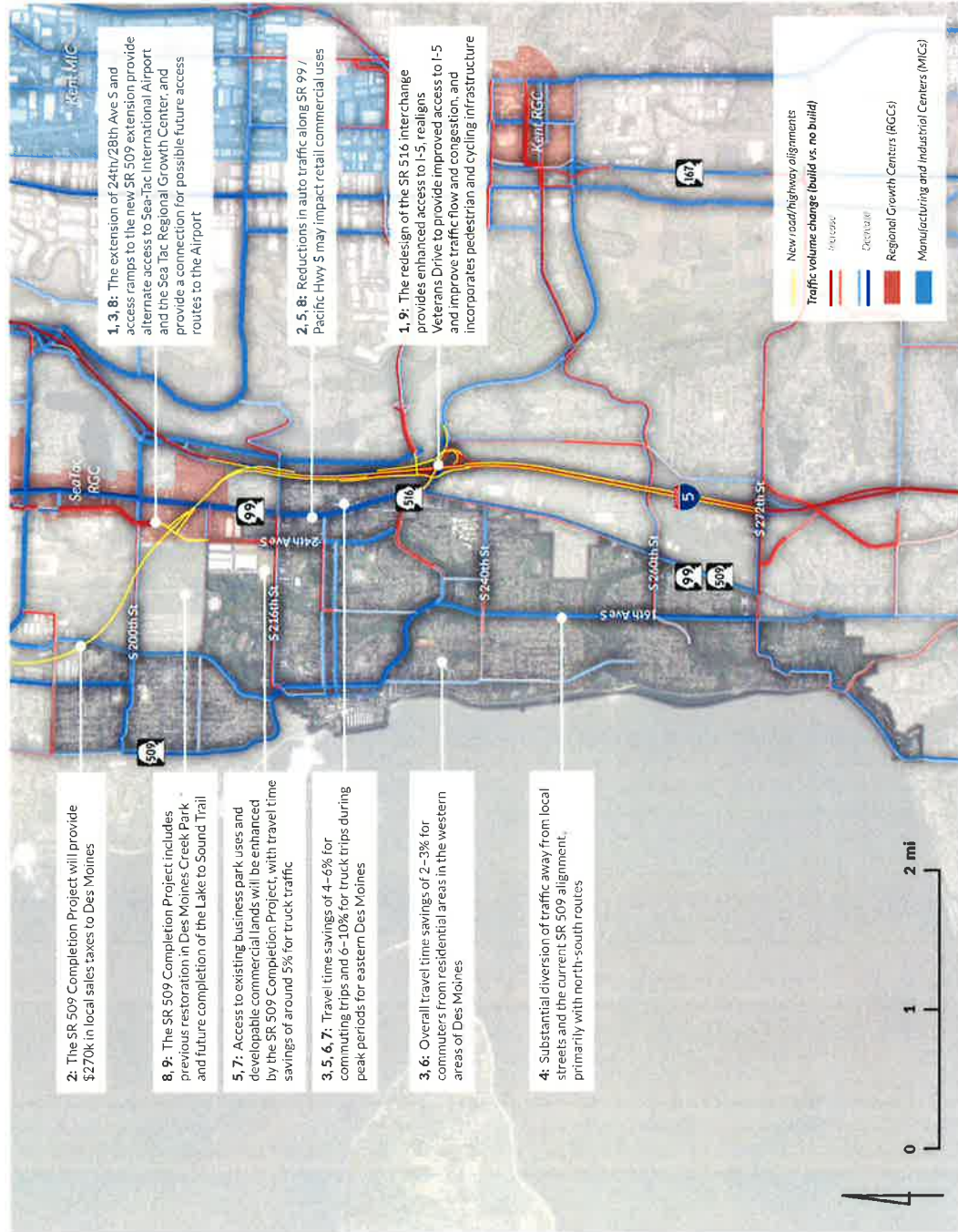
Date

Roger Millar
Secretary of Transportation
Washington State Department of Transportation

Date

Puget Sound Gateway Partner Assessment

City of Des Moines



Overview

Population: 30,860 (2017 est.)
Employment: 6,273 (2016)
Operating Budget: \$39.2 million (2017)

The City of Des Moines is expected to receive **moderate to high** net local benefits under the Puget Sound Gateway Program, based on the characteristics summarized below:

1. Direct transportation linkages
2. Effects on local sales taxes
3. Travel time savings
4. Traffic diversion from local streets
5. Effects on local employment
6. Effects on developable residential lands
7. Effects on developable employment lands
8. Achievement of local policy goals
9. Environmental and social benefits

Des Moines is located to the southwest of the new SR 509 alignment, with major access to the new alignment, the SeaTac Regional Growth Center, and SeaTac International Airport provided via the 24th/28th Ave S extension to the north of the city. Improvements to the I-5 interchange at SR 516 / Kent Des Moines Rd and Veterans Drive in Kent will provide improved access and traffic flow at this access point.

The improved link to the airport and the redesigned I-5 interchange provide the city with greater accessibility, with overall travel time savings for car and truck traffic, especially around the SR 99 / Pacific Hwy S area. Traffic volumes for north-south routes are also reduced for the SR 99 and current SR 509 alignments, with notable reductions in truck traffic along these routes.

For More Information
www.wsdot.wa.gov/projects/gateway
Andrew Bjorn, BERK Consulting
andrew@berkconsulting.com
 (206) 493-2384

Proposed Participation Level: Tier Two

Per the Policy adopted by the Puget Sound Gateway Funding and Phasing Subcommittee outlining three tiers of participation, the City of Des Moines commits to the following responsibilities as a **Tier 2** partner:

- **Contribute to local nexus projects.** The City would commit to providing funding and rights-of-way (if applicable) to local nexus projects that would constitute part of the SR 509 completion program. This would relate primarily to the 24th/28th Ave S extension to the north of the city and improvements to the I-5 interchange at SR 516 / Kent Des Moines Rd.
- **Support project and grant requests.** The City would commit to supporting project and grant requests that are included under the Gateway Program. This includes providing letters of support to grant applications as necessary, and coordinating applications for other transportation funding to reduce conflicts.
- **Participate in project meetings and reviews.** The City would commit to participating in project meetings and project development reviews for the Puget Sound Gateway Program and allocate sufficient staff time for attendance and participation.

What Tiers are included under the assessments?

The Partner Assessments are structured around three Tiers that classify the levels of benefit received by each community along a continuum, and define the resource commitments to the Puget Sound Gateway Project:

- **Tier 1** communities are serviced directly by the new highway alignments, and receive significant direct benefits due to improved accessibility.
- **Tier 2** communities are located close to the new highway alignments, and receive moderate to high benefits due to improved accessibility.
- **Tier 3** communities receive overall benefits from improvements to regional accessibility, but only receive nominal benefits directly.

What Are the Net Benefits to the City of Des Moines?

The Puget Sound Gateway Program is expected to provide the following net benefits to the City of Des Moines:

Direct Effects

- **Linkages to transportation networks are created and improved.** The reconstruction of the I-5 / SR 516 interchange and the development of the recently completed 24th/28th Ave S extension for access to Sea-Tac International Airport will provide improved connections with regional and local transportation networks. Additionally, the upgraded S 188th St interchange provides northbound access to SR 509, providing greater access to the city at this point. (1,3)
- **Single and high-occupancy vehicles will experience moderate to low overall travel time savings.** Compared to the no-build scenario, there will be moderate to low improvements in commuting travel time, because of improved access to I-5 and locations to the north. On average expect total travel time savings to range from up to 7% for locations in the east along I-5 and the north close to the S 188th St ramp, to 2–3% for locations in other parts of the city. (3)
- **There will be moderate travel time savings for truck traffic in the city.** Expect to see 6–10% overall time savings for truck traffic to and from the western and northern portions of the city, with 4% savings expected for the south and less than 2% savings elsewhere, driven by improved regional access. (3)
- **Significant truck traffic will be diverted from city streets onto alternate routes.** Expect a 42% reduction in truck traffic VMT for on local streets during AM peak periods and 53% during PM peaks, especially on Kent Des Moines Rd, Marine View Dr S, and 16th Ave S. Other significant benefits include reduced maintenance, capacity improvements, and local safety. (4)
- **Des Moines will receive modest sales tax revenue from project construction.** Based on a preliminary assessment of the SR 509 alignment included in the city, Des Moines should receive about \$270,000 in local sales tax from construction activities (assuming an ongoing local tax rate of 0.85%). This is about 5% of the total sales taxes generated by cities from the SR 509 Completion Project, and almost one-third is generated as part of Stage 1. (2)

Indirect Effects

- **Building local and regional transportation connections will support opportunities for economic development.** Employment in Des Moines was 6,279 in 2016, with about half of local employment in Des Moines comes from health care services and education. The city has been working to encourage new commercial growth in the city with new business park development near the 24th/28th Ave S extension, which provides improved access to the Sea-Tac International Airport. Additional improvements to the area that enhance accessibility further can encourage further development of business park uses in the north, as well as new development and redevelopment in commercial areas to the east. (5, 7)
- **Addressing future traffic congestion may improve conditions for local residential development.** Improvements to travel time and reductions in traffic volumes can make available opportunities for new development more attractive and feasible in Des Moines. (6)
- **Impacts on retail sales taxes may be possible, depending on the long-term mix of uses.** Changes in traffic flow and street patterns will reduce traffic volumes on major corridors, including some that include auto-oriented uses. This includes the section of SR 99 / Pacific Hwy S included in the city. Retail sales taxes may be reduced versus the "no build" scenario, depending on the mix of uses that can be supported on this corridor with the shift in traffic. (2)

Social and Policy Effects

- **The City Comprehensive Plan specifically highlights the SR 509 and 24th/28th Ave S projects as priorities.** Des Moines' 2015 Comprehensive Plan indicates that the planned extension of SR 509 "should be completed as soon as possible" (TR 2.7), with strong advocacy from the City to provide for the completion of the project. Planning for the 24th/28th Ave S extension project is also highlighted as part of this effort. (8)
- **Riparian and wetlands mitigation and restoration in Des Moines Creek Park will be incorporated into the Program.** The Project includes significant restoration to mitigate impacts of the project and restore wetlands and riparian areas in Des Moines Creek Park. (9)
- **The development of the final segment Lake to Sound Trail will be integrated with the construction of the new SR 509 alignment.** The final segment of the Lake to Sound Trail is planned as part of the SR 509 Completion Project. This project will complete the 16-mile non-motorized trail from Lake Washington to Puget Sound, which passes through Des Moines and will support regional pedestrian and cycling. (9)
- **The SR 516 interchange with I-5 incorporates pedestrian and cycling infrastructure.** Planning for the redesigned SR 516 interchange incorporates pedestrian and cycling infrastructure to improve road safety in the area. (9)



March 29, 2018

Craig Stone
Program Administrator – Puget Sound Gateway Program
Washington State Department of Transportation
310 Maple Park SE
Olympia, WA 98504

RE: SR 509 – Local Funding Commitment

Dear Mr. Stone:

The City of Des Moines supports the Puget Sound Gateway Program including the SR 509 Extension project in King County. We know that the City of Kent is applying for Surface Transportation Program grant funds through the PSRC for their Veterans Drive Extension project, and that WSDOT will also be applying for Surface Transportation Program grant funds through the PSRC for the SeaTac Access Project.

The Des Moines City Council voted at their March 22, 2018 meeting to commit a total of \$500,000 of matching funds for grant applications related to the SR 509 Extension Project. The City is willing to work with the project team(s) to determine where it would be most advantageous to use these matching funds, in order to provide the most leverage to the overall grant process. Des Moines wants to see both projects selected for grant funding, and the City is willing to partner on one or both of these projects, or other projects related to the SR 509 Project.

The financial commitment provided by Des Moines will go towards meeting the local contribution mandated by the Washington State Legislature when the Connecting Washington Transportation package was passed, and is intended to fully meet our match contribution, relative to the net benefits of the SR 509 project. I intend for the City's financial participation to be generally addressed in the Memorandum of Understanding (MOU) currently under review by the SR 509 Executive Committee, with more specific details to be covered by interlocal agreements to be developed at a later date.

Please let me know if you have any questions or need any other information.

Sincerely,



Michael Matthias
City Manager

cc: Dan Brewer, Chief Operations Officer
Brandon Carver, Public Works Director
Andrew Merges, Transportation Manager

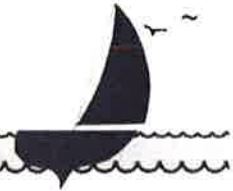
The Waterland City

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City of Des Moines



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



May 9, 2018

Puget Sound Regional Council
Ms. Kelly McGourty
Senior Program Manager
1011 Western Avenue, Suite 500
Seattle, WA 98104

RE: Follow-up Question on SeaTac Access

Dear Ms. McGourty:

In response to PRSC's follow-up on SeaTac Access and clarification on the City of Des Moines matching funds being included in a fiscally constrained or unconstrained CIP.

The City of Des Moines on March 23, 2018 sent a letter of local funding commitment to Washington State Department of Transportation for a total of \$500,000 of matching funds. The funding source for the matching funds was identified as One Time Sales and B&O Tax revenues.

Attached please find a copy of the most current G/L Trial Balance Report for Fund 309 – One Time Revenues. The cash balance of the fund is \$1,369,450.97; of this amount only \$186,039 has been committed to other projects. This leaves a balance of \$1,183,411.97 and \$500,000 has been committed to the SeaTac Access project.

If you have any questions or need additional information please feel free to contact me at 206-870-6532.

Sincerely,

Beth Anne Wroe
Finance Director

G/L Trial Balance Report

City of Des Moines

1/1/2018 through 12/31/2018

309 ONE TIME REVENUES

Account Number	Beginning Balance	Debits	Credits	YTD Debits	YTD Credits	Balance
Assets						
309.000.000.111.10.00.00 CASH	1,183,675.89	185,875.81	100.73	185,875.81	100.73	1,369,450.97
Total Assets	1,183,675.89	185,875.81	100.73	185,875.81	100.73	1,369,450.97
Liabilities						
Total Liabilities	0.00	0.00	0.00	0.00	0.00	0.00
Equities						
Total Equities	0.00	0.00	0.00	0.00	0.00	0.00
Operating						
Total Operating	0.00	0.00	0.00	0.00	0.00	0.00
Expenditures						
309.000.000.292.20.00.00 EXPENDITURE CONTROL	0.00	100.73	0.00	100.73	0.00	100.73
Total Expenditures	0.00	100.73	0.00	100.73	0.00	100.73
Revenues						
309.000.000.292.10.00.00 REVENUE CONTROL	0.00	0.00	185,875.81	0.00	185,875.81	185,875.81 CR
Total Revenues	0.00	0.00	185,875.81	0.00	185,875.81	185,875.81 CR
Budgetary						

G/L Trial Balance Report

City of Des Moines
1/1/2018 through 12/31/2018

309 ONE TIME REVENUES

Account Number	Beginning Balance	Debits	Credits	YTD Debits	YTD Credits	Balance
Budgetary						
309.000.000.291.10.00.00 ESTIMATED REVENUE C	1,297,893.00	0.00	0.00	0.00	0.00	1,297,893.00
309.000.000.291.20.00.00 ESTIMATED EXPENDITUR	340,964.00 CR	0.00	0.00	0.00	0.00	340,964.00 CR
309.000.000.291.70.00.00 ESTIMATED BEGINNING	331,124.00	0.00	0.00	0.00	0.00	331,124.00
309.000.000.291.80.00.00 ESTIMATED ENDING FUN	1,288,053.00 CR	0.00	0.00	0.00	0.00	1,288,053.00 CR
Total Budgetary	0.00	0.00	0.00	0.00	0.00	0.00
Assets						
Expenditures	1,183,675.89	185,875.81	100.73	185,875.81	100.73	1,369,450.97
Revenues	0.00	100.73	0.00	100.73	0.00	100.73
Total ONE TIME REVENUES	0.00	0.00	185,875.81	0.00	185,875.81	185,875.81 CR
	1,183,675.89	185,976.54	185,976.54	185,976.54	185,976.54	1,183,675.89

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Transportation Gateway Project:
S. 216th Street Segment 3 Improvements
Right-of-Way Acquisitions
Parcel #082204-9093, Patricia Booze
Parcel #082204-9165, Highline Water
District

ATTACHMENTS:

1. Patricia Booze (Plan #26) Temporary Construction Easement and Voucher
2. Highline Water District (Plan #12) Permanent Utility Easement, Temporary Construction Easement and Voucher
3. Status ROW Acquisition - Graphic
4. CIP Budget S. 216th St Segment 3

AGENDA OF: June 14, 2018

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: June 7, 2018

CLEARANCES:

- [X] Community Development _____
 [] Marina N/A
 [] Parks, Recreation & Senior Services N/A
 [X] Public Works RK

CHIEF OPERATIONS OFFICER: DSB

- [X] Legal SG
 [X] Finance _____
 [] Courts N/A
 [] Police N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation:

The purpose of this agenda item is to seek City Council approval for establishment of utility and temporary construction easements to construct S. 216th Street Improvements consistent with the Right of Way Plan for properties fronting the street. The following motions will appear on the Consent Calendar:

Suggested Motions:

1. "I move to approve and accept a Temporary Construction Easement (697 SF) on Parcel Number #082204-9093, owned by Patricia Booze and provide compensation to the owner of \$445.38 for the easement and \$330.00 for property damage, totaling **\$776.00(r)**, plus reasonable closing costs, and authorize the City Manager to sign the Easement and Real Property Voucher Agreement substantially in the form submitted."
2. "I move to approve and accept a Permanent Utility Easement (640 SF) and a Temporary Construction Easement (177 SF) including authorization for construction staging on Parcel #082204-9165, owned by the Highline Water District, and provide compensation to the owner of \$4,544.00 for the permanent utility easement, \$251.34 for the temporary construction easement and \$4,544.00 as an administrative settlement, totaling **\$9,339.00(r)**, and authorize the City Manager to sign the Utility Easement, Temporary Construction Easement and Real Property Voucher substantially in the form submitted."

Background:

In order to facilitate the widening of the S. 216th Street, Segment #3 of the Transportation Gateway Project, CIP Project #319.334, easements are necessary to secure property for placement of underground utilities, walls, slopes and sidewalks. The requested action is consistent with the Council motion of January 16, 2018 approving the ROW plan and the start of the right of way acquisition phase for the improvements. Segment 3 is the last link for the S. 216th Street improvements west of State Route 99, collectively known as the City of Des Moines Transportation Gateway Project.

Discussion:

Design of this project is 85% complete including the SEPA Declaration of Non-Significance (DNS) issued on November 8, 2017. KPG's licensed surveyor has prepared legal descriptions and the right of way plan, with minor modifications, is consistent with that endorsed by the City Council on January 11, 2018. The easements are included in Attachment 1 & 2. The easements permit the City, and its assigns, to access the properties, install and maintain utilities, sidewalks and other related improvements as well as authorize the owners to make use of these properties where there are no conflicts (i.e. landscaping, access, etc.).

Individual meetings have been held with the owner including discussions of how best to coordinate plans and construction, presentation of offers, and making settlements.

Notwithstanding minor design changes, there are 27 properties adjoining the project. Three of these properties are city owned, eight require only construction licenses to enter properties and match the improvements. Sixteen (16) properties require easements or fee simple acquisitions that are subject to compensation and acceptance by the City Council. Including the easements herein, permanent property rights have been acquired on 9 of the 16 properties referenced above. The other settlements will be subsequently forwarded to the Council as offers are accepted by the owners.

Attachment 4 illustrates the status of ROW acquisition. Time is of the essence as these acquisitions and/or property possession is required prior to bidding the project in the 4th quarter of 2018, followed by construction in the first quarter of 2019.

The City will match said improvements to all adjacent properties. The City will also agree to maintain access to these properties during construction and will restore the properties as close to the “before” condition as possible. Consistent with other Gateway Project improvements, City’s contract will underground all overhead electrical and communication lines along the corridor, including some secondary service connections where needed to avoid construction delays and cost increases.

Alternatives:

The final design and alignment for the roadway requires these easements. An effort was made to only require easements where there was inadequate right of way to accommodate the improvements. Other alternatives are currently unavailable.

Financial Impact:

Funds for acquisition of this easement were approved as part of the City of Des Moines 2018 budget (Attachment 5). These acquisitions are funded, in part, by a grant from the Washington State Transportation Improvement Board.

Recommendation/Conclusion:

Staff recommends the Council approve the proposed motions.

Concurrence:

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

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Return Address:
 City of Des Moines
 Attn: City Attorney
 21630 11th Avenue So., Suite C
 Des Moines, WA 98198-6398

TEMPORARY CONSTRUCTION EASEMENT/RIGHT OF ENTRY

Grantors:	Patricia M. Booze
Grantee:	City of Des Moines, a municipal corporation of the State of Washington
Abbreviated Legal Description:	SE ¼ SEC. 08, TWP. 22N, RG. 04E, W.M.
Additional Legal(s)	Exhibit A
Assessor's Tax Parcel ID#:	082204-9093

Transportation Gateway Project
South 216th Street Improvement, Segment 3
11th Ave S. to 20th Ave S.

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT, made this _____ day of _____, 2018, by and between **Patricia M. Booze, who acquired title as Patricia M. Oros, as her separate estate** ("Grantors" herein), and the **CITY OF DES MOINES, a municipal corporation of the State of Washington**, ("Grantee" herein),

In consideration of the transportation, sidewalk, utility and general improvements planned to occur immediately on or adjacent to property that is subject to this easement as a result of the above South 216th Street Improvement, the Grantor(s) hereby grants to the Grantee, its contractors, employees, agents, successors and assigns the right to enter upon land known as King County Assessor's Parcel Number 082204-9093 located adjacent to S. 216th St, Des Moines, WA 98198, as required for the purpose of placing personnel and equipment on said premises to re-construct driveway access, restore fences, utility services, mailboxes, plantings, walls and/or walkways to match newly constructed roadway and sidewalk grades within right of way as shown in the plans and specifications found on file with the City Engineer of the Grantee.

SPECIAL STIPULATIONS

1. This easement shall remain in force until such time as the construction of street improvements has been accepted for operation and maintenance by the Grantee. Specific details concerning the public street improvements may be found on maps, plans, and specifications on file with Grantee's City Engineer.
2. Grantee, its agents and assigns, will notify Grantor their agents, successors, and assigns, of its construction schedule, and will, to the greatest extent practicable, schedule the construction activity so as to minimize any inconvenience to the property and business operations. The Grantee agrees to require that the Contractor implement a City approved traffic control plan that maintains 24 hour business access to S. 216th Street.
3. The Grantee agrees, to the extent practicable, to leave the property in as good condition as existed on the day construction commenced. This shall include the timely removal of any and all debris, rubbish or combustible material resulting from construction activities.
4. The Grantee plans to underground overhead electrical and communication lines adjacent to the Grantor's property as part of the Grantee's construction contract. Secondary conversions to connect overhead utilities to the Grantor's property may be required. According to RCW 35.96, and DMMC 12.48, the Grantor is responsible for all costs associated with said secondary conversions of undergrounding utilities on private property. In consideration of the disruption associated with this license, and the need for timely execution of a construction contract, if and when awarded by the Grantee, the Grantees agrees to require its contractor to schedule and coordinate with the Grantor to underground secondary overhead utilities on the Grantor's property via digging a utility trench and installing said communications and electrical wiring in a direct and mutually agreeable manner between the point of primary connection to the existing secondary exterior terminal connections owned by the utility servicing the property.
5. Compensation: Grantor acknowledges that the property and/or property rights conveyed herein are in consideration for benefits to be derived by matching the roadway improvements with the Grantor's property.
6. Grantor authorizes and appoints Grantee as its agent and attorney-in-fact to make application for any and all permits required to complete the project.
7. The rights herein granted shall include all incidental rights, including but not limited to, rights of ingress and egress necessary to properly perform the work indicated for construction of the project. Grantee and those entitled to exercise the rights granted herein shall exercise all due diligence in their activities upon the property. Grantee hereby agrees to indemnify and hold harmless Grantor against and from any and all liability for losses, damages and expenses on account of damage to property or injury to persons resulting from or arising out of the rights herein granted to Grantee and/or its contractors, employees, agents, successors or assigns.

8. The termination date for this easement shall be by the physical completion date of the project or not later than December 31, 2021 whichever occurs first.

DATED this 22 day of May, 2018.

GRANTOR(S):

Patricia M. Booze

Patricia M. Booze

GRANTEE:

CITY OF DES MOINES,
a Washington municipal corporation

By: Michael Matthias, City Manager

Date:

*At the direction of the Des Moines City Council during open public meeting on the
___ day of _____, 2018.*

APPROVED as to form only:

Tim George, City Attorney

Date

STATE OF WASHINGTON }
 } SS.
 COUNTY OF KING }

I hereby certify that I know or have satisfactory evidence that Patricia Booz,
 is the person who appeared before me, and said persons acknowledged that he/she signed this
 instrument, on oath stated that he/she was authorized to execute the instrument and
 acknowledged it to be his/her free and voluntary, act for the uses and purposes mentioned in this
 instrument.

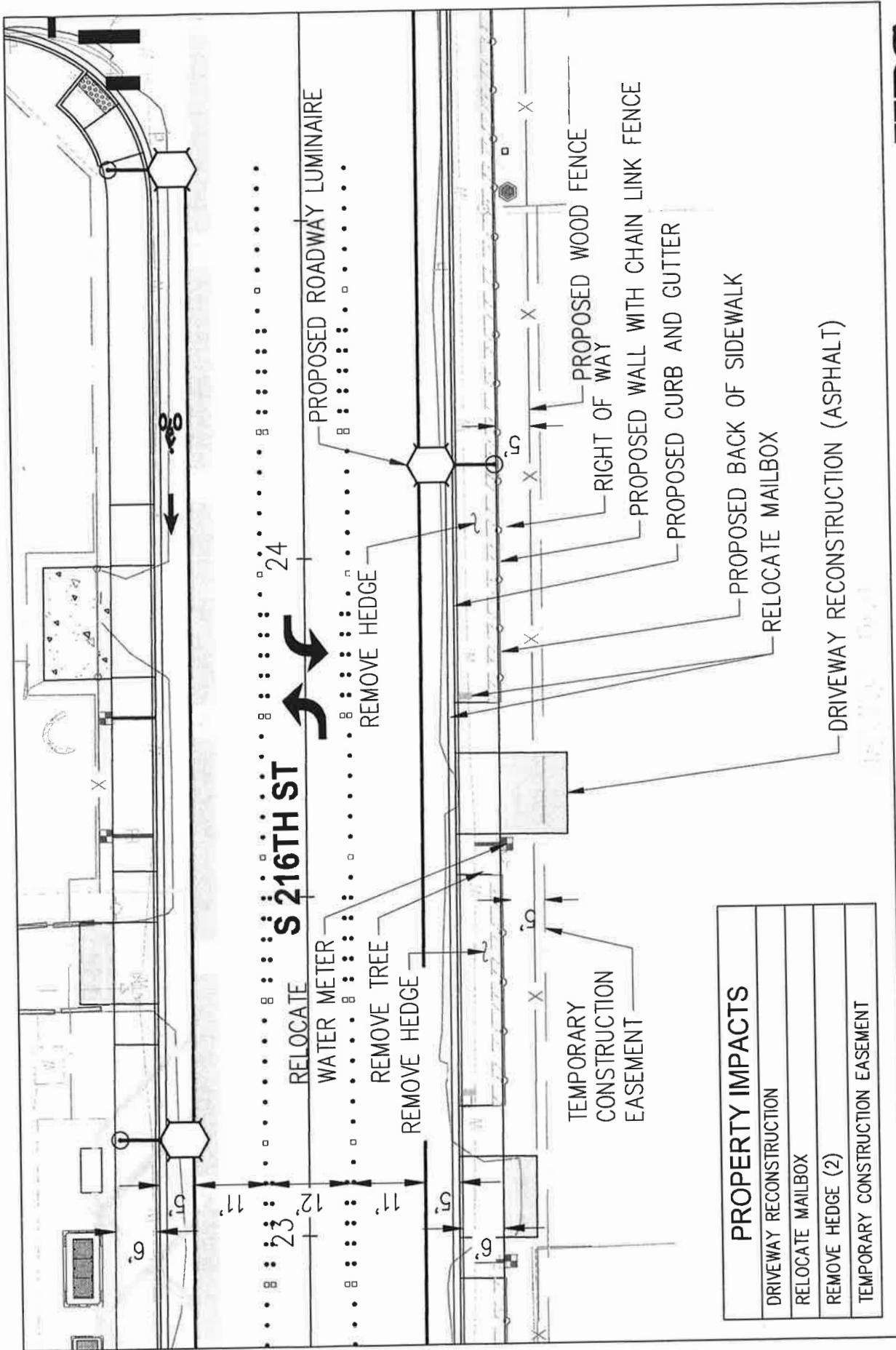


Dated: 5/22/2018
 Signature: [Signature]
 Notary Public in and for the WA
 Notary (print name): Sonja Y. Davis
 Residing at: Kirkland
 My appointment expires: 12/20/2019

STATE OF WASHINGTON }
 } SS.
 COUNTY OF KING }

This instrument was acknowledged before me on _____ (date of acknowledgment)
 Michael Matthias as City Manager, City of Des Moines, a State of Washington municipal
 corporation, on behalf of said corporation.

Dated: _____
 Signature: _____
 Notary Public in and for the State of Washington
 Notary (print name): _____
 Residing at: _____
 My appointment expires: _____



KPG
Interdisciplinary Design
3131 Ellet Ave
Suite 400
Tacoma, WA 98402
(253) 877-0720
www.kpg.com

PRELIMINARY

(26)

PATRICIA BOOZE

1237 S 216TH ST
S 216TH ST-SEGMENT 3
MARCH 2018



PLAN



REAL PROPERTY VOUCHER AGREEMENT

AGENCY NAME City of Des Moines Public Works Department 21630 11th AVE South, Suite C Des Moines, WA 98198 Phone: (206) 870-6522	I hereby agree to the terms and conditions listed below and hereby certify under penalty of perjury that the items and amounts listed herein are proper charges, that the same or any part thereof has not been paid, and that I am authorized to sign for the Claimant: <i>(Sign in Ink)</i>
GRANTOR or CLAIMANT Patricia Booze 3400 42nd Ave SW Seattle, WA 98116	By: <u><i>Patricia Booze</i></u> Owner/Authorized Representative Date: <u>5/22/18</u>
Re: Transportation Gateway Project, South 216th Street, Segment 3 – (11th Ave S. to 20th Ave S.)	TAX PARCEL NUMBER: 082204-9093 PROJECT PARCEL NUMBER: 26

In Full, Complete and Final Payment and Settlement for the Title or Interest Conveyed or Released, as Fully Set Forth In Attached Documents Temporary Construction Easement Date: <u>5/22/2018</u>	AMOUNT
For All Lands Convey: Permanent Wall Easement: Permanent Utility Easement: Temporary Construction Easement: 697SF @ 6.39/SF @ 10% For All Improvements: For All Damages: Laurel Hedges larges \$165 ea. Less Special Benefits: Statutory Evaluation Allowance	+ \$ + \$ + \$ + \$ 445.38 + \$ + \$ 330.00 + \$
JUST COMPENSATION	\$ 776.00.00 (r)
Legal / Administrative: Other Items: Deductions:	+ \$
FINAL SETTLEMENT	\$ 776.00
SUBTOTAL	\$
TOTAL AMOUNT TO BE PAID:	\$ 776.00

Right-of-Way Agent: Sonja Davis

By: *Sonja Davis*

Date: 5/22/2018

The City of Des Moines agrees to the terms and conditions listed above.

By: _____

Date: _____

After Recording, Return to:

CITY OF DES MOINES
 ATTN: CITY ATTORNEY
 21630 11th Avenue South, Suite C
 Des Moines WA 98198

UTILITY EASEMENT

Parcel Plan Number	12
Grantors:	HIGHLINE WATER DISTRICT
Grantee:	City of Des Moines, a municipal corporation of the State of Washington
Abbreviated Legal Description:	PTN SEC 8 TWP 22N RGE 04E SE QTR, KING COUNTY.
Additional Legal(s)	Exhibit A and A-1, attached hereto and made part of
Assessor's Tax Parcel ID#:	082204-9165

Transportation Gateway Project
South 216th Street Improvement, Segment 3
11th Ave S to 20th Ave S

THIS EASEMENT AGREEMENT, is made this _____ day of _____, 2018, by and between HIGHLINE WATER DISTRICT, a Washington municipal corporation, ("Grantor"), and the CITY OF DES MOINES, a municipal corporation of the State of Washington, ("Grantee").

WITNESSETH:

1. **Grant of Easement.** Grantor, for and in consideration of TEN DOLLARS (\$10.00), and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grants and conveys to Grantee, and its contractors, employees, agents, successors, franchisors and assigns, for the purposes set forth herein, a non-exclusive perpetual easement for the placement, operation, and maintenance of equipment owned by public and other quasi-public utilities regulated by the Washington State Public Utilities and Transportation Commission (UTC) over, under, along, across, and

Parcel # 082204-9165

Page 1 | 6

through the following described real property (“Easement Area”) in King County, Washington.

2. Property Subject to Easement

a. **Property Description.** The real property (“Property”) subject to the Easement is legally described and shown in Exhibit “A” and Exhibit “A-1” (“Easement Area”) attached hereto and incorporated herein in full by this reference.

b. **Easement Areas.** Except as is otherwise set forth herein, Grantee’s rights shall be exercised only upon that portion of the real property legally described in Exhibit “A” and Exhibit “A-1”.

3. **Purpose.** Grantee shall have the right to construct, operate, maintain, repair, replace, improve, remove, and enlarge utility structures and associated features within the Easement Areas for the purpose of constructing and maintaining utilities. Such utilities may include, but is not limited to above and below ground handholes, conduits, vaults, switches, pedestals, transformers, fire hydrant connection, water meters, valves, and all other facilities and/or appurtenances necessary and/or convenient to any and/or all of the forgoing.

Following the initial construction of all and/or portion of its utility features, Grantee may, from time to time, construct such additional facilities as it may require for such utility features.

4. **Access.** Grantee shall have the right of access to the Easement Area to enable Grantee to exercise its rights hereunder. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.
5. **Easement Area Clearing and Maintenance.** Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area that interfere with the Easement rights herein granted. Grantee shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, tree or other vegetation in the Easement Area that may interfere with the Easement rights herein granted.
6. **Grantor’s Use of Easement Area.** Grantor reserves the right to use the Easement Area for any purpose so long as the use does not interfere with the Easement rights herein granted. Grantor may install groundcover and shrub landscaping plantings within the Easement Area with Grantee’s prior written consent. Grantor shall not alter the ground surface and subsurface within the Easement Area by excavation, placement of fill material, or installation of any wall or rockery, without Grantee’s Public Works Director, or authorized designee’s, prior written consent. Grantee’s prior written

Parcel # 082204-9165

Page 2 | 6

consent, where required, shall not be unreasonably withheld. Grantor shall not construct or maintain any buildings within the Easement Area.

7. **Indemnity.** Grantee agrees to indemnify, hold harmless and defend Grantor from and against any and all liability incurred by Grantor, and Grantor's elected and appointed officials, officers, employees, and agents as result of Grantee's and Grantee's employees, contractors, agents, successors, franchisors and assigns' negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of third parties.
8. **Covenant Running with the Land.** This Easement shall be covenant running with the land and shall forever bind Grantor, and its heirs, successors, and assigns.
9. **Assignment.** Grantee shall have the right to assign this Easement to franchised utilities, and other quasi-public utilities regulated by the UTC in the event that Grantee requires such utilities to install overhead lines underground.

DATED this 7th day of June, 2018.

GRANTOR:
HIGHLINE WATER DISTRICT

By: Matt Everett

Its: General Manager

At the direction of the Highline Water District Board of Commissioners during open meeting the 16th day of May, 2018

GRANTEE:
CITY OF DES MOINES,
a Washington municipal corporation

By: Michael Matthias, City Manager

Date

At the direction of the Des Moines City Council during open public meeting on the ____ day of _____, 2018.

Parcel # 082204-9165

Page 3 | 6

APPROVED as to form only:

Timothy A. George, City Attorney

Date

STATE OF WASHINGTON }
 } ss.
COUNTY OF KING }

I certify that I know or have satisfactory evidence that Ma H Everett is the person(s) who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the General Manager, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.



Dated: 6/7/18
Signature: Mary A Fossos
Notary Public in and for the State of Washington
Notary (print name): Mary A Fossos
Residing at: King County
My appointment expires: 7-29-21

STATE OF WASHINGTON }
 } ss.
COUNTY OF KING }

This instrument was acknowledged before me on _____ (date of acknowledgment) by Michael Matthias as City Manager, City of Des Moines, a State of Washington municipal corporation, on behalf of said corporation.

Dated: _____
Signature: _____
Notary Public in and for the State of Washington
Notary (print name): _____
Residing at: _____
My appointment expires: _____

Parcel # 082204-9165

Page 4 | 6

EXHIBIT A**PARCEL NO. 082204-9165
UTILITY EASEMENT**

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A", DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL "A", SAID CORNER ALSO BEING ON THE NORTH MARGIN OF SOUTH 216TH STREET;

THENCE NORTH 00° 03' 20" EAST ALONG THE WEST LINE OF SAID PARCEL "A", 10.01 FEET TO A LINE THAT IS 40.00 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF SAID SOUTH 216TH STREET;

THENCE SOUTH 87° 51' 30" EAST ALONG SAID PARALLEL LINE, 84.04 FEET TO THE WEST LINE OF AN EASEMENT FOR WATER FACILITIES RECORDED UNDER RECORDING NUMBER 20110308000804, RECORDS OF KING COUNTY, WASHINGTON;

THENCE SOUTH 00° 03' 20" WEST ALONG SAID WEST LINE OF EASEMENT, 10.01 FEET TO SAID NORTH MARGIN OF SOUTH 216TH STREET;

THENCE NORTH 87° 51' 30" WEST ALONG SAID NORTH MARGIN, 84.04 FEET TO THE POINT OF BEGINNING.

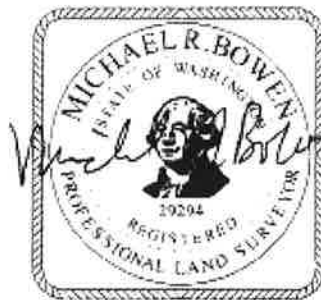
CONTAINING 640 SQUARE FEET, MORE OR LESS.

PARCEL "A"

(PER FIRST AMERICAN TITLE COMPANY ORDER NO. 2725745, DATED DECEMBER 11, 2017)

THE EAST 100 FEET OF THE SOUTH 100 FEET OF THE FOLLOWING DESCRIBED TRACT AS FOLLOWS:
THE SOUTH 2-1/4 ACRES OF THE EAST 165 FEET OF THE WEST 511.50 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER IN SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST W.M.,

EXCEPT COUNTY ROAD



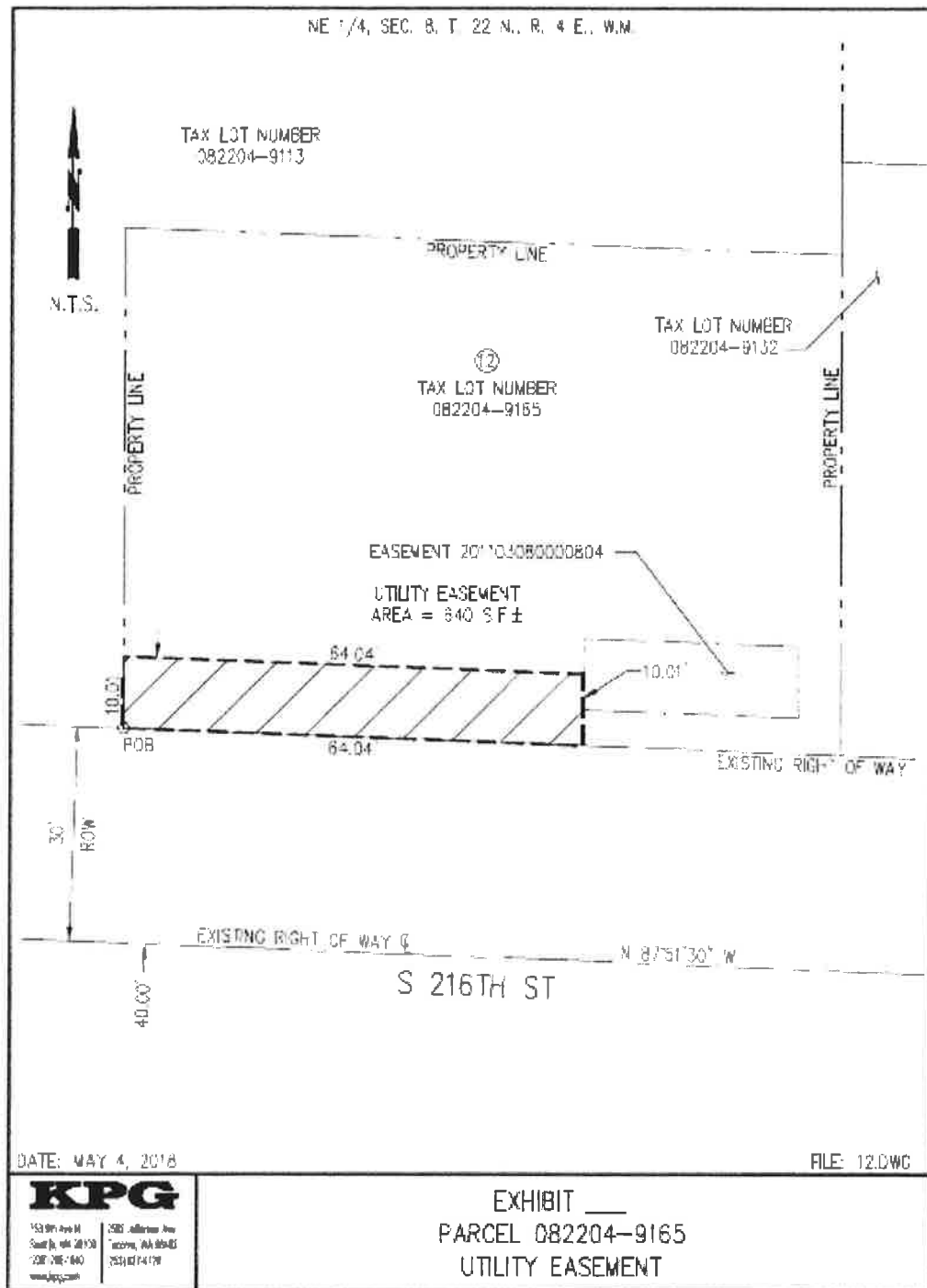
12-UTIL.DOCX

Page 1 of 2

KPG
KING COUNTY PUBLIC UTILITIES

Parcel # 082204-9165

Page 5 | 6

EXHIBIT A-1

Parcel # 082204-9165

Page 6 | 6

Return Address:

City of Des Moines
Attn: City Attorney
21630 11th Avenue S, Suite C
Des Moines WA 98198-6398

TEMPORARY CONSTRUCTION EASEMENT

Parcel Plan Number	12
Grantors:	HIGHLINE WATER DISTRICT
Grantee:	City of Des Moines, a municipal corporation of the State of Washington
Abbreviated Legal Description:	PTN SEC 8 TWP 22N RGE 04E SE QTR, KING COUNTY.
Additional Legal(s)	
Assessor's Tax Parcel ID#:	082204-9165

Transportation Gateway Project
South 216th Street Improvement, Segment 3
11th Ave S. to 20th Ave S.

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Temporary Construction Easement"), is made this _____ day of _____, 2018, by and between HIGHLINE WATER DISTRICT, a Washington municipal corporation ("Grantor"), and the CITY OF DES MOINES, a municipal corporation of the State of Washington, ("Grantee" herein),

In consideration of the transportation, sidewalk, utility and general improvements planned to occur immediately on or adjacent to property that is subject to this easement as a result of the above South 216th Street Improvement ("Project"), the Grantor hereby grants to the Grantee, its contractors, employees, agents, successors and assigns the right to enter upon that portion of the real property known as King County Assessor's Parcel Number 082204-9165, generally located at 1224 S 216th St, Des Moines, WA 98198 ("Property"), as required for the purpose of placing personnel and equipment on said premises to re-construct driveway access, restore

fences, utility services, mailboxes, plantings, walls and/or walkways to match newly constructed roadway and sidewalk grades within right-of-way as shown in the plans and specifications found on file with the City Engineer of the Grantee. The Grantee may also temporarily use the Temporary Construction Easement Area for construction staging during the term of this Temporary Construction Easement.

SPECIAL STIPULATIONS

1. This Temporary Construction Easement shall remain in force until such time as the construction of the Project has been accepted for operation and maintenance by the Grantee or the ___31___ day of _____December____, 2020, whichever date is sooner, provided, Grantor shall have the right to terminate this Temporary Construction Easement immediately in the event of the material breach of its terms or conditions by Grantee or Grantee's agents. Specific details concerning the public street improvements may be found on maps, plans, and specifications on file with Grantee's City Engineer. This Temporary Construction Easement shall not be recorded against the Property and shall not be a covenant running with the land.
2. Grantee, its agents and assigns, shall notify Grantor, and Grantor's employees, agents, successors, and assigns, of the Project construction schedule, and shall, to the greatest extent practicable, schedule the construction activity so as to minimize any inconvenience to the Property and the Grantor's business operations. The Grantee agrees to require that the Contractor retained by Grantee to construct the Project implement a City-approved traffic control plan that maintains 24 hour business access to S 216th Street.
3. The Grantee agrees, to the extent practicable, to leave the Temporary Construction Easement Area in as good condition as existed on the day construction commenced. This shall include the timely removal of any and all debris, rubbish or combustible material resulting from construction activities.
4. Compensation: Grantor acknowledges that the Temporary Construction Easement rights conveyed herein are in consideration for benefits to be derived by matching the roadway improvements with the Grantor's property.
5. Grantor authorizes and appoints Grantee as its agent and attorney-in-fact to make application for any and all permits required to complete the Project to the extent the Project work affects the Temporary Construction Easement Area.
6. The rights herein granted shall include all incidental rights, including but not limited to, rights of ingress and egress to the Temporary Construction Easement Area necessary to properly perform the work indicated for construction of the project. Grantee and those entitled to exercise the rights granted herein shall exercise all due diligence in their activities upon the Temporary Construction Easement Area. Grantee hereby agrees to indemnify, defend, and hold harmless Grantor, and its elected and appointed officials,

officers, employees and agents against and from any and all liability for losses, damages and expenses on account of damage to property or injury to persons resulting from or arising out of the rights herein granted to Grantee and/or its contractors, employees, agents, successors or assigns.

7. Grantee shall require the Project Contractor to include the Grantor and its elected and appointed officials, officers, employees and agents to be named as additional insureds on the commercial general and auto liability insurance coverage the Contractor provides Grantee related to the Project, and shall provide the Grantor with a Certificate of Insurance from the Contractor with an endorsement(s) confirming such insurance.

DATED this 7th day of June, 2018.

GRANTOR:

By: Matt Everett

Title: General Manager

At the direction of the Highline Water District Board of Commissions during open public meeting on the 16th day of May, 2018

GRANTEE:

CITY OF DES MOINES,
a Washington municipal corporation

By: Michael Matthias, City Manager

Date

At the direction of the Des Moines City Council during open public meeting on the ____ day of _____, 2018.

APPROVED as to form only:

Timothy A. George, City Attorney

Date

STATE OF WASHINGTON

}

} ss.

COUNTY OF KING

}

I certify that I know or have satisfactory evidence that MAH EVERETT is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the General Manager of Highline Water District to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 6/7/18Signature: Mary A Fossos

Notary Public in and for the State of Washington

Notary (print name): Mary A FossosResiding at: King CountyMy appointment expires: 7-29-21

STATE OF WASHINGTON

}

} ss.

COUNTY OF KING

}

This instrument was acknowledged before me on _____ (date of acknowledgment) Michael Matthias as City Manager, City of Des Moines, a State of Washington municipal corporation, on behalf of said corporation.

Dated: _____

Signature: _____

Notary Public in and for the State of Washington

Notary (print name): _____

Residing at: _____

My appointment expires: _____

64 REAL PROPERTY VOUCHER AGREEMENT

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; background-color: #f2f2f2;">AGENCY NAME</td> </tr> <tr> <td> City of Des Moines Public Works Department 21630 11th AVE South, Suite C Des Moines, WA 98198 Phone: (206) 870-6522 </td> </tr> <tr> <td style="text-align: center; background-color: #f2f2f2;">GRANTOR or CLAIMANT</td> </tr> <tr> <td> Highline Water District 23828 30th Ave S Kent, WA 98032 </td> </tr> <tr> <td> Re: Transportation Gateway Project, South 216th Street, Segment 3 – (11th Ave S. to 20th Ave S.) </td> </tr> </table>	AGENCY NAME	City of Des Moines Public Works Department 21630 11 th AVE South, Suite C Des Moines, WA 98198 Phone: (206) 870-6522	GRANTOR or CLAIMANT	Highline Water District 23828 30 th Ave S Kent, WA 98032	Re: Transportation Gateway Project, South 216 th Street, Segment 3 – (11 th Ave S. to 20 th Ave S.)	I hereby agree to the terms and conditions listed below and hereby certify under penalty of perjury that the items and amounts listed herein are proper charges, that the same or any part thereof has not been paid, and that I am authorized to sign for the Claimant: <i>(Sign in Ink)</i> By: <u>Matt Everett</u> Owner/Authorized Representative Date: <u>6/7/18</u>									
AGENCY NAME															
City of Des Moines Public Works Department 21630 11 th AVE South, Suite C Des Moines, WA 98198 Phone: (206) 870-6522															
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 75%; padding: 5px;"> In Full, Complete and Final Payment and Settlement for the Title or Interest Conveyed or Released, as Fully Set Forth In Attached Documents: Utility Easement Date: _____ For All Lands Convey: Permanent Utility Easement: 640 SF @ \$14.20/SF @ 50% Temporary Construction Easement: 177SF @ 14.20/SF @ 10% For All Improvements: For All Damages: Less Special Benefits: Statutory Evaluation Allowance </td> <td style="width: 25%; text-align: center; vertical-align: middle; padding: 5px;"> AMOUNT </td> </tr> <tr> <td style="padding: 5px;"> </td> <td style="text-align: center; vertical-align: middle; padding: 5px;"> + \$ + \$4,544.00 + \$ 251.34 + \$ + \$ + \$ + \$ </td> </tr> <tr> <td style="text-align: right; padding: 5px;"> JUST COMPENSATION </td> <td style="text-align: center; vertical-align: middle; padding: 5px;"> \$4,795 R </td> </tr> <tr> <td style="padding: 5px;"> Legal / Administrative: Administrative Settlement approved by the City Other Items: Deductions: </td> <td style="text-align: center; vertical-align: middle; padding: 5px;"> + \$4,544 </td> </tr> <tr> <td style="text-align: right; padding: 5px;"> FINAL SETTLEMENT </td> <td style="text-align: center; vertical-align: middle; padding: 5px;"> \$9,339.00 </td> </tr> <tr> <td style="text-align: right; padding: 5px;"> SUBTOTAL </td> <td style="text-align: center; vertical-align: middle; padding: 5px;"> \$ </td> </tr> <tr> <td style="text-align: right; padding: 5px;"> TOTAL AMOUNT TO BE PAID: </td> <td style="text-align: center; vertical-align: middle; padding: 5px;"> \$9,339.00 </td> </tr> </table>		In Full, Complete and Final Payment and Settlement for the Title or Interest Conveyed or Released, as Fully Set Forth In Attached Documents: Utility Easement Date: _____ For All Lands Convey: Permanent Utility Easement: 640 SF @ \$14.20/SF @ 50% Temporary Construction Easement: 177SF @ 14.20/SF @ 10% For All Improvements: For All Damages: Less Special Benefits: Statutory Evaluation Allowance	AMOUNT		+ \$ + \$4,544.00 + \$ 251.34 + \$ + \$ + \$ + \$	JUST COMPENSATION	\$4,795 R	Legal / Administrative: Administrative Settlement approved by the City Other Items: Deductions:	+ \$4,544	FINAL SETTLEMENT	\$9,339.00	SUBTOTAL	\$	TOTAL AMOUNT TO BE PAID:	\$9,339.00
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FINAL SETTLEMENT	\$9,339.00														
SUBTOTAL	\$														
TOTAL AMOUNT TO BE PAID:	\$9,339.00														
Brandon Carver, PE, Public Works Director By: _____ Date: _____ The City of Des Moines agrees to the terms and conditions listed above. By: _____ Date: _____															



City of Des Moines

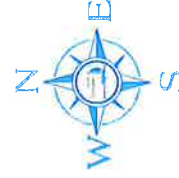
Geographic Information System

South 216th Street Segment 3 Improvements

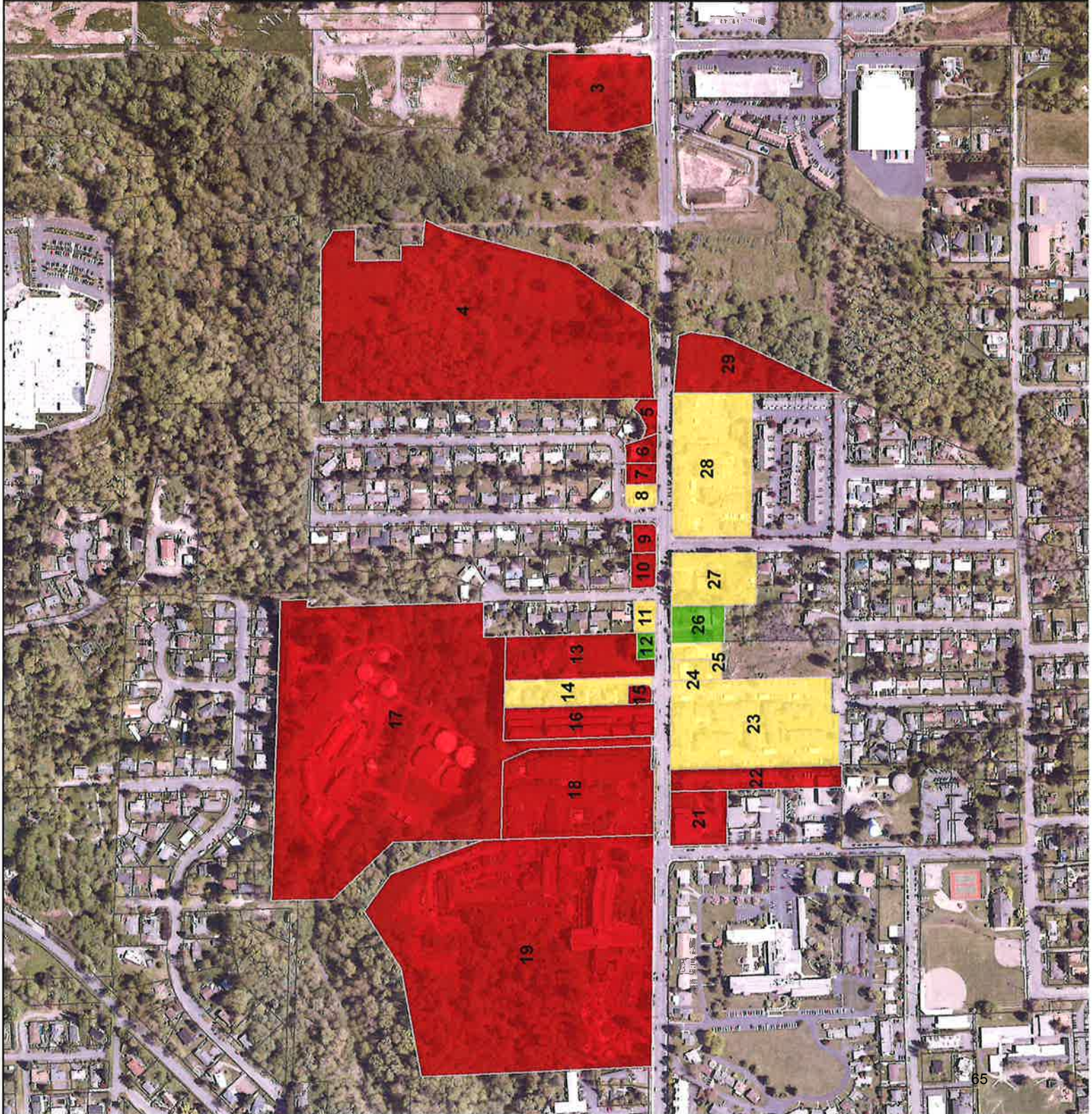
11th Avenue S to 20th Avenue S
ROW Acquisition Status
5/17/2018

65

- Complete
- Pending
- Planned



**Des Moines
Transportation**
21650 11th Ave S
Des Moines, WA 98198-6398
PHONE: (206) 870-7576 * FAX: (206) 870-6544
WEB: <http://www.desmoineswa.gov>
Map Generated: 7 June, 2018
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Project Title:

South 216th - Segment 3

Project #

319.334

Summary Project Description:

GL Account Number

Vendor #

319.334.040-595 10-65.10
 319.334.040-595 10-65.12
 319.334.040-595 10-65.15
 319.334.040-595 10-65.19
 319.334.040-595 10-65.20
 319.334.040-595 10-65.25
 319.334.040-595 10-65.30
 319.334.040-595 10-65.32
 319.334.040-595 10-65.33
 319.334.040-595 10-65.34
 319.334.040-595 10-65.39
 319.334.040-595 10-65.80
 319.334.040-595 10-65.90

TOTAL PROJECT SCOPE			
Expenditures	1/1/18 Current CIP Budget	2018 CIP Supplemental Request	2018 Revised CIP Budget Estimate
Design			
External Engineering	540,000	-	540,000
Internal Engineering/Project Mgmt	10,000	-	10,000
Other Professional Services - Len Madsen	80,000	-	80,000
Other Misc (Advertise, Postage, Etc.)	-	-	-
PropROW/Essements			
External Engineering	130,000	-	130,000
Other Professional Services - Len Madsen	30,000	-	30,000
Construction			
External Engineering	560,000	-	560,000
Internal Engi-Proj Mgmt/Inspect	30,000	-	30,000
Construction Contract 1	4,081,000	-	4,081,000
Construction Contract Contingency	-	-	-
Other Miscellaneous	-	-	-
Other			
Interfund Financial Services	58,210	-	58,210
Contingencies	410,000	-	410,000
Total Project Expense Budget:	5,929,210	-	5,929,210

Funding Source

Transfers

319.334.321.397 00.00.00
 319.334.000.334.03.00.00

67

Project to Date	Project to Date	2018 YTD	2018 Remaining	Scheduled Year	Scheduled Year	Scheduled Year	Scheduled Year	Scheduled Year
12/31/17	3/31/2018	3/31/2018		2018	2019	2020	2021	2022
242,333	242,333		153,515	153,515	2,376,117			
280,423	280,423		120,729	120,729	2,756,093			
522,756	522,756		274,244	274,244	5,132,210			
(25,142)								

(25,142)

Committed Cash:

Project to Date 12/31/17	Project To Date 3/31/2018	2018 YTD 3/31/2018	2018 Remaining	Scheduled Year 2018	Scheduled Year 2019	Scheduled Year 2020	Scheduled Year 2021	Scheduled Year 2022
242,333	242,333	-	153,515	153,515	2,376,117			
280,423	280,423	-	120,729	120,729	2,756,093			
522,756	522,756	-	274,244	274,244	5,132,210			

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AGENDA ITEM

SUBJECT: Consultant Contract Amendment –
Grant Fredricks

ATTACHMENTS:

1. Proposed Amendment 7 to Professional Services Agreement with Grant Fredricks
2. Services Agreement with Grant Fredricks dated January 2, 2014

AGENDA OF: June 14, 2018

DEPT. OF ORIGIN: Chief Operations Officer

DATE SUBMITTED: June 7, 2018

CLEARANCES:

- ☒ Community Development SMC
☐ Marina N/A
☐ Parks, Recreation & Senior Services N/A
☒ Public Works RLC

CHIEF OPERATIONS OFFICER: DJS

- ☒ Legal T6
☒ Finance _____
☐ Courts N/A
☐ Police N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation:

The purpose of this item is for the City Council to approve a contract amendment with Grant Fredricks for 2018 and 2019 consulting services in the areas of priority project management, and policy and economic development identified by the City Council and City Manager including but not limited to the Sound Transit's (ST) Federal Way Link Extension (FWLE), Zoning Code changes, and other economic development and project management. Funds for the proposed amendment are available in the 2018 adopted budget and Task Order #2 and prospectively Task Order #3 of the Services Agreement between the City and Sound Transit for the FWLE and provided for in the 2018 budget and 2019 budget proposal. The following motion will appear on the Consent Calendar:

Suggested Motion:

Motion: "I move to approve Amendment 7 to the Contract with Grant Fredricks, continuing professional consulting services through December 31, 2019, with an increase of \$30,000 for 2018 (bringing the total not-to-exceed amount for 2018 services to \$80,000.00) and \$50,000 for 2019 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, in 2014 worked 482 hours, 410 hours in 2015, 494 hours in 2016, 500 hours in 2017, and in 2018 up to 617 hours if this addendum is approved.

Eighty percent of his 2017 time was spent as City project coordinator for the Link Light Rail extension to Federal Way (FWLE) with a stop near Highline College/Kent-Des Moines Road, and to-date in 2018, 98% was spent on FWLE. All his FWLE time was and will continue to be fully reimbursed by Sound Transit under the terms of Task Orders #1, #2 and prospectively #3.

Discussion

Mr. Fredricks has been generally working in Des Moines four or five days a month and from his home office when it's not necessary to commute to City Hall. He occasionally participates in City Council and Council Committee meetings and represents the City on the FWLE interagency working groups and on occasion, other committees.

In 2018, Mr. Fredricks is working under a \$50,000 (417 hours) City Council-approved contract on FWLE planning including preparation for a ST Request for Proposals (RFP) for a design-builder to design and build the FWLE including streamlining permitting processing for FWLE, working with Highline College on the College Way Connectivity Connection in the East Parking Lot of the College, with other agencies to amend and resolve technical and land use code requirements, and coordinating language for consistent development agreements with other agencies and Sound Transit needed to facilitate right of way acquisition and transit way operations.

In 2018, he also worked on the Des Moines Creek Business Park – West and the City's pilot project with Wesley on the management of the City's Senior Services Activity Center.

Mr. Fredricks hourly rate of \$120/hour has remained unchanged since 2014. Amendment 7 (Attachment 1) increases this to \$150/hour for the remainder of 2018 and 2019 if approved. This is less than the 2018 ST FWLE reimbursable rates for the Chief Operations Officer and Chief Strategic Officer and 4% more than the Public Works Director, all of which are assumed to increase in 2019 if the Council approves COLAs, benefit increases, and/or City compensation costs when it adopts the 2019 budget.

Consultant Selection Process

From time to time the question comes up about the selection process used for consultants and professional service contracts. For Architectural and Engineering consultants, public agencies are required by RCW 39.80 to hire the most qualified consultant for the project. This is done by either a project specific Request for Qualifications (RFQ) or Request for Proposals (RFP), or selection from an approved on-call list – either the City on-call roster, the MRSC small works roster, or other approved sources. The processes used for creating these on call lists are audited from time to time by various state and/or federal auditors.

Professions outside the fields described in RCW 39.80 may provide consulting services such as long-range planning and studies, economic analyses, real estate negotiations, etc. These consulting services are provided through personal service agreements (RCW 39.29). For Professional Service contracts, like the one for Mr. Fredricks, the City can select or appoint, again based on the specific experience of the individual and the proposed work to be performed. There are no other specific selection

requirements for Professional Service Contracts. There are processes in place to evaluate the working relationship between the City and the service provider, to determine if the individual is a professional service provider, or an employee.

Alternatives

Council may choose not to approve the 2018 contract amendment in which case Mr. Fredricks will continue to work until the end of June when his contract authority is reached, and resume assigned work in January if the 2019 contract is approved as proposed. Other staff would be required to back fill his assignments from July through the end of the year.

Financial Impact

The 2018 Community Development budget has sufficient capacity to accommodate up to \$30,000 of additional 2018 spending assuming Sound Transit fully reimburses his time as provided for in Task Order #2. The adopted 2018 Budget was developed to accommodate up to \$50,000 in services provided by contract as proposed anticipating that 90% of these costs will be reimbursed by ST in accordance with task orders authorized by the City Council Services Agreement with ST.

Recommendation/Conclusion:

Staff recommends that Council approve the proposed contract Addendum.

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Attachment #1

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

THIS AMENDMENT/ADDENDUM is entered into on this ____ of _____, 2018, pursuant to that certain Contract entered into on the 2nd day of January, 2014 and as amended on October 13, 2014, December 23, 2014, January 8, 2015, December 21, 2015, October 27, 2016, and October 26, 2017 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 amended October 26, 2017 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, 2019.

II) **SECTION III** of Contract amended October 26, 2017, is hereby amended to read as follows:

III. **COMPENSATION.** The City shall pay the Vendor an amount not to exceed \$80,000 for services performed in 2018, and \$50,000 for services performed in 2019 at a rate of \$150.00 per hour effective July 1, 2018, 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.

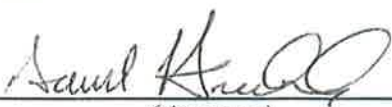
F. Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Vendor.

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 11 th Ave. So., Suite A (206) 870-6541 (telephone) (206) 870-6540 (facsimile)

APPROVED AS TO FORM

 (City Attorney)

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Public Hearing
Transportation Improvement Plan
(2019-2038)

ATTACHMENTS:

1. Draft Resolution No. 18-064

FOR AGENDA OF: June 14, 2018

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: June 5, 2018

CLEARANCES:

- ☐ Community Development N/A
- ☐ Marina N/A
- ☐ Parks, Recreation & Senior Services N/A
- ☒ Public Works RA

CHIEF OPERATIONS OFFICER: DSB

- ☒ Legal 6
- ☒ Finance
- ☐ Courts N/A
- ☐ Police N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this public hearing is to provide an update to the City's Transportation Improvement Plan (TIP) and for the City Council to approve Draft Resolution No. 18-064 (Attachment 1) adopting the proposed Transportation Improvement Plan for the City of Des Moines for the years 2019-2038.

Suggested Motion

Motion 1: "I move to approve Draft Resolution No. 18-064 adopting the 2019-2038 Transportation Improvement Plan for the City of Des Moines."

Background

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

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

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

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

The TIP is utilized to:

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

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

Discussion

Staff updated the previous TIP (2018-2037) with the most current project funding information and expenditure schedule, and is forwarding this Draft 2019-2038 TIP to the full Council for public hearing and approval.

The Transportation Committee was provided a copy of the proposed TIP via memorandum on April 20th, 2018 and during the Transportation Committee meeting on May 10th, 2018.

Changes within the Draft 2019-2038 TIP from previous years include:

- New Project – WSDOT SR 509 Gateway & South 216th Bridge
 - Add Propose Priority 8.
- New Project – Des Moines North Marina Bulkhead Replacement

- **Add** Propose Priority 9.
- Priority 11 – Des Moines Memorial Drive & S. 200th St.
 - **Reprioritize** to Priority 5 as SeaTac is beginning preliminary engineering efforts, and planning construction in 2019.
- Priority 20 – College Way
 - **Revise Description** to reflect proposed scope of work in coordination with Highline College, Sound Transit, and the City Kent.
- Priority 31 – S. 216th St. Improvement Project (Segment 3)
 - **Reprioritize** to Priority 4 as this project has obtained TIB grant funding. Construction planned for 2019.
- Priority 23 – Wayfinding Signs
 - **Remove** to reflect completion in 2018.

Alternatives

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

The City is required to file an adopted plan with the Secretary of Transportation no later than July 31st, 2018.

Financial Impact

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

Recommendation

Staff recommends adoption of the motion.

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CITY ATTORNEY'S FIRST DRAFT 05/14/2018**DRAFT RESOLUTION NO. 18-064**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, adopting a Transportation Improvement Plan for the City of Des Moines for the years 2019 through 2038.

WHEREAS, in accordance with the provisions of RCW 35.77.010, a public hearing was held on June 14, 2018 by the Des Moines City Council to consider the adoption of a Transportation Improvement Plan, and all persons wishing to be heard were heard, and

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

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

Sec. 1. The City Council adopts the Transportation Improvement Plan for the City of Des Moines for the years 2019 through 2038, which is attached to this Resolution as Attachment "A" and by this reference incorporated herein.

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

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

ADOPTED BY the City Council of the City of Des Moines, Washington this ____ day of ____, 2018 and signed in authentication thereof this ____ day of ____, 2018.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

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ATTACHMENT A

Transportation Improvement Plan

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

Hearing Date: 06/14/18
Amend Date:

From: 2019
To: 2038
Adoption Date:
Resolution Number:

Proposed Priority No.	City Project Number	Project Identification	Project Cost in Thousands of Dollars				Local Agency Expenditure Schedule (Year)					
			Project Phase	Fund Source			2019	2020	2021	2022-2024	2025-2028	2029-2038
				Federal Funds	State Funds	Local Funds						
1	PRES-1.0	Pavement Preservation Program Citywide Maintain and preserve the City's roadway surfaces through pavement rehabilitation measures such as overlays/patching, crack sealing and other preventative maintenance measures.	PE RW CN	380 17100 0 380 17100 0 20 900 20 20 900 20 60 2700 60 200 9000 200								
2	TRAF-5.0	Traffic Safety Improvement Program (ASE) Citywide Respond to capital needs associated with traffic and pedestrian safety. These funds would be primarily focused on capital projects near existing schools and other traffic safety related concerns.	PE RW CN	126 725 0 126 725 0 8 100 8 8 100 8 18 75 18 24 100 24 60 250 60								
3	PRES-5.0	Sidewalk/ADA Compliance Program Citywide Installation of pedestrian improvements.	PE RW CN	40 360 0 40 360 0 2 18 2 2 18 2 6 54 6 8 72 8 20 180 20								
4	TIF-1.3	S. 216th St. Improvement Project (Segment 3) South 216th Street from: 18th Ave. S. to: 11th Ave. S. Widen to provide center turn lane, bike lanes, curb, gutter & sidewalks. Partially funded through development.	PE RW CN	2737 2963 0 2737 2963 0 5700 5700 5700 5700 5700 5700 0 0 0 0 0 0 0 0 0 200 200 200								
5	TIF-10.0	Des Moines Memorial Drive & S. 200th St. Intersection Improvements from: DMMD to: S. 200th St. Reconstruct signalized intersection to provide left turn lanes on all legs. Rebuild traffic signal and provide channelization improvements. The improvements would be done in partnership with Sea Tac.	PE RW CN	150 80 920 150 80 920 200 100 1200 200 100 1200 0 0 0</								

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

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			Project Phase	Fund Source			2019	2020	2021	2022-2024	2025-2028	2029-2038	
				Federal Funds	State Funds	Local Funds							Total Funds
8	S-25.0	WSDOT - SR509 Gateway & South 216th Bridge from: S. 216th St. to: S. 272nd St. Coordination on SR 509 Gateway.	PE RW CN	0 0 500	0 0 500	0 0 500	0 0 500	0	0	0	250	250	0
9		Des Moines North Marina Bulkhead Replacement from: to: Replacement of North Marina Bulkhead supporting multimodal emergency management operations and public land-water access.	PE RW CN	5000 5000	6000 7200	200 7000	200 18000	2000	4000	100 6000	100 6000	100 6000	0
10	TIF-14.0	Marine View Dr. and S. 240th St. Intersection Project from: to: Reconstruct roadway to improve horizontal alignment. Provide pedestrian facilities, and widen approaches. Install roundabout or traffic signal if warranted.	PE RW CN	165 100 1900	165 100 1900	165 100 1900	165 100 1900	165 100	1900	100 6000	100 6000	100 6000	0
11	S-21.2	South 240th St. Improvements (Segment 2) South 240th Street from: 16th Ave. S. to: Marine View Drive Reconstruct roadway including two travel lanes, bicycle lanes, curb, gutter and sidewalks.	PE RW CN	0 180 40 3532	0 55 10 883	2165 235 50 4415	2165 235 50 4415	265	1900	0	0	0	0
12	S-21.1	South 240th St. Improvements (Segment 1) South 240th Street from: East City Limits to: 16th Ave. S. Reconstruct roadway including two travel lanes, bicycle lanes, curb, gutter and sidewalks.	PE RW CN	0 200 150 4600	3752 100 50 1200	948 300 200 5800	4700 300 200 5800	0	285	4415	0	0	0
13	TRAIL-2.0	Barnes Creek Trail - South Segment from: Kent-Des Moines Road to: Highline College Construct shared use path/trail along the west side of 16th Ave S and north side of S 240th Street.	PE RW CN	0 173 2300	4950 50 27 1400	1350 50 200 3700	6300 50 200 3700	0	300	6000	0	0	0
14	TRAF-4.0	Guardrail Program Citywide Install new guardrail and upgrade existing installations.	PE RW CN	2473	0	1477	3950	250	3700	0	0	0	0
90			PE RW CN	0	0	270	270	0	25	25	25	70	125

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Transportation Improvement Plan

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				Fund Source				2019	2020	2021	2022-2024	2025-2028	2029-2038	
				Federal Funds	State Funds	Local Funds	Total Funds							
15	S-5.0	S. 223rd/Cliff Ave Street Improvement Cliff Ave/South 223rd Street from: Cliff Ave to: 24th Ave. S. Reconstruct to neighborhood collector standards incl. bike lanes, curbs, gutters and sidewalks. Improve sight distance. Provide pedestrian connection to Marina from 223rd/Cliff.	PE RW CN	0	300	200	500	0	0	0	0	0	500	8000
16	PRNIP-S2.0	S. 224th St. Improvements Pacific Ridge NIP S2 from: Pacific Highway South to: 30th Ave. S. Reconstruct roadway. Complete curb, gutter, and sidewalk improvements	PE RW CN	0	4300	4200	8500	113	35	458	0	0	0	8500
17	TRAF-8.0	Redondo Area Parking Management Project Redondo Area Installation of parking management system on South 282nd, Redondo Way, and portions of Soundview Dr.	PE RW CN	0	0	606	606	25	0	125	0	0	0	0
18	TRAIL-2.0	Barnes Creek Trail - North Segment Following SR 509 Right-of-Way from: S 216th Street to: S 223rd Street Construct shared use path/trail along old SR509 ROW.	PE RW CN	130	0	50	50	25	0	125	0	0	0	0
19	TRAIL-2.0	Barnes Creek Trail - Central Segment Following SR 509 Right-of-Way from: S 223rd Street to: 16th Ave S Construct shared use path/trail along old SR509 ROW and South side of Kent-Des Moines Road	PE RW CN	2930	0	570	3500	0	0	0	0	3500	0	0
20	S-29.0	College Way from: SR-99 to: Highline College Expand roadway intended to connect the Kent Des Moines light rail station at S 236th Street and 30th Ave S along 236th Street and College Way to a street end just inside the western edge of the Highline College.	PE RW CN	3545	0	755	4300	0	0	0	0	0	4300	0
21	TRAF-7.0	Redondo Area Street Lights Neighborhood streets in the lower Redondo area from: S. 281st St to: South City Limits Install conduit and street lighting in local road areas currently without lighting	PE RW CN	0	1200	500	1700	0	400	300	1000	0	0	0

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Proposed Priority No.	City Project Number	Project Identification	Project Cost in Thousands of Dollars				Local Agency Expenditure Schedule (Year)						
			Project Phase	Fund Source			Total Funds	2019	2020	2021	2022-2024	2025-2028	2029-2038
				Federal Funds	State Funds	Local Funds							
22	S-24.0	Downtown Des Moines Improvements from: S. 227th/220&223 to: 6th/8th Provide sidewalks 6th Ave. S. & side streets from S.227th to S.220th/8th Ave S (west side) & side streets and alleys from S.227th to S.223rd. May include street & water distribution upgrades. May include S.222nd cul-de-sac roadway improvements.	PE RW CN	 700 3500 0	 700 3500 0	 700 3500 0	 700 3500 0	 700 3500 0	 700 3500 0	 700 3500 0	 700 3500 0	 700 3500 0	
23	TIF-20.0	Marine View Dr. ITS Project from: Kent-Des Moines Road to: DMMD Coordinate and optimize signal timing by installing fiber optic signal communications.	PE RW CN	 10 100 210	 10 100 210	 10 100 210	 10 100 210	 10 100 210	 10 100 210	 10 100 210	 10 100 210	 10 100 210	
24	ITS-1.0	Traffic Management Center (TMC) Citywide/Public Works - Engineering Continue to improve communication and coordination with WSDOT and King County Traffic Management Centers. Implement Citywide ITS program.	PE RW CN	 10 50 50	 10 50 50	 10 50 50	 10 50 50	 10 50 50	 10 50 50	 10 50 50	 10 50 50	 10 50 50	
25	TRAF-8.0	Redondo Beach Drive - Seawall Pile Corrosion Project from: S.283rd Street to: Redondo Shores Dr. S Corrosion protection for seawall H-Piles.	PE RW CN	 55 300 300	 55 300 300	 55 300 300	 55 300 300	 55 300 300	 55 300 300	 55 300 300	 55 300 300	 55 300 300	
26	S-8.0	Redondo Way Sidewalk Project Redondo Way South from: Redondo Beach Dr. to: East of Sound View Drive Install curb, gutter, & sidewalk on north side of Redondo Way between Redondo Beach Drive and Sound View Drive	PE RW CN	 100 1000 1000	 100 1000 1000	 100 1000 1000	 100 1000 1000	 100 1000 1000	 100 1000 1000	 100 1000 1000	 100 1000 1000	 100 1000 1000	
27	PL-4.0	Parking Management Plan Highline College Area from: to: Develop a parking management plan strategy and apply program and actions.	PE RW CN	 100 0 0	 100 0 0	 100 0 0	 100 0 0	 100 0 0	 100 0 0	 100 0 0	 100 0 0	 100 0 0	
28	TIF-7.1	16th Ave. S. Improvement Project (Segment 5a) 16th Avenue South from: S. 272nd St. to: S. 276th Street Widen to provide 3-lane roadway w/curbs, gutters, bike lanes & sidewalks. Provide new alignment to Pacific Hwy. S. if feasible. Joint project w/City of Federal Way. Also coordinate w/City of Kent and King County Metro.	PE RW CN	 128 30 600 1800	 128 30 600 1800	 128 30 600 1800	 128 30 600 1800	 128 30 600 1800	 128 30 600 1800	 128 30 600 1800	 128 30 600 1800	 128 30 600 1800	

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From: 2019 To: 2038
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Proposed Priority No.	City Project Number	Project Identification	Project Cost in Thousands of Dollars				Local Agency Expenditure Schedule (Year)						
			Project Phase	Fund Source			Total Funds	2019	2020	2021	2022-2024	2025-2028	2029-2038
				Federal Funds	State Funds	Local Funds							
29	TIF-5.2	Kent-Des Moines Rd. Improvements (Segment 2) (SR 516) from: 24th Ave. S. to: Pacific Highway South Widen roadway to provide pedestrian facilities and additional turn lanes. Joint with City of Kent.	PE RW CN	2300 2300	400 2300	485 100 1700	485 500 6300				485 500 6300		
30	INT-7.0	Pacific Highway S. and S. 240th St. Intersection Improvements from: to: Widen to provide dual left turn pocket for eastbound approach, revise signal timing. Coordinate with the City of Kent.	PE RW CN		500 500 3000	100	600 500 3000				600 500 3000		
31	TIF-6.0	16th Ave. S./18th Ave. S. Road Improvement Following along old SR 509 Right-of-Way from: S. 220th St. to: S. 216th St. Construct new neighborhood collector alignment along 16/18th Ave. S., corridor, incl. curb/gutter. May be shared use path constructed along R/W so pedestrian/bicycle facilities may be away from roadway alignment.	PE RW CN		300 2200	300 500	600 0 2700				600 2700		
32	TRAF-3.0	Neighborhood Traffic Calming Program Citywide Respond to traffic calming concerns.	PE RW CN	0	2500	800	3300	0	0	0	0	3300	0
33	PL-2.0	Downtown Circulation Study from: to: Develop a plan to maximize multi-modal use, pedestrian access and traffic operations.	PE RW CN			200 800	200 0 800	10 40	10 40	10 40	30 120	40 160	100 400
34	PL-3.0	Parking Management Plan Downtown from: to: Develop a parking management plan strategy and apply program and actions.	PE RW CN	0	0	100	100 0 0	0	0	0	100	0	0
35	TIF-3.0	24th Ave. S. Improvement Project (Segment 1) 24th Avenue South from: S. 216th St. to: Kent-Des Moines Road Sidewalk, curb, gutter & drainage improvements. Provide 2-way left turn lane.	PE RW CN	0	480 112 4000	120 28 1000	600 140 5000	300 70 2500			300 70 2500		2500

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			Project Phase	Fund Source			Total Funds	2019	2020	2021	2022-2024	2025-2028	2029-2038
				Federal Funds	State Funds	Local Funds							
36	S-30.0	Wooten Park Access and Parking Improvements North of Redondo Way South from: Redondo Way South to: South 282nd St Increase parking with a new parking lot east of Wooten Park	PE RW CN	 	 	150 0 1500	 1500	 	 	50	 	100 1500	
37	S-1.0	Des Moines Memorial Drive Improvement Des Moines Memorial Drive from: S. 208th St. to: Marine View Drive Install bike lanes, curb, gutter, drainage & sidewalks. Add a lane to approach to Marine View Dr. & left turn pockets where feasible.	PE RW CN	 	250 200 3100	500 150 800	750 350 3900	 	 	 	 	750 350 3900	
38	TIF-11.0	Des Moines Memorial Drive and Marine View Dr. Intersection Improvements from: to: Lengthen approach lanes, coordinate signal with MVD and 7th/216th. Consider possibility of a Round-About.	PE RW CN	 	100 60 1600	300 40 400	400 100 2000	 	 	 	 	400 100 2000	
39	TIF-18.0	Marine View Dr. and 7th/216th Street Intersection Improvements from: to: Optimize signal timing, and coordinate signal with DMMD and MVD intersection.	PE RW CN	 	 	30 270 0	30 270 0	 	 	 	 	30 270	
40	S-2.1	8th Ave. S. Improvement Project (Segment 1) 8th Avenue South (North Hill) from: North City Limits to: S. 200th Street Reconstruct to Minor Arterial standards including bike lanes, curbs, gutters, and sidewalks.	PE RW CN	 	 	700 2500 0	700 2500 0	 	 	 	 	700 2500	
41	TIF-5.3	Kent-Des Moines Road (Segment 3) (SR 516) from: Marine View Drive to: 16th Ave. South Widen roadway to provide pedestrian facilities and additional lanes where warranted.	PE RW CN	 2000	 2500	1400 1000 2100	1400 1000 6600	 	 	 	 	1400 1000 6600	
42	TIF-13.0	Marine View Drive and Kent-Des Moines Road Intersection Improvements from: to: Add a second eastbound through lane through the intersection.	PE RW CN	 600	400 500 1000	200 300 	600 800 1600	 	 	 	 	600 800 1600	
				600	1900	500	3000	0	0	0	0	3000	0

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Transportation Improvement Plan

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			Project Phase	Fund Source			Total Funds	2019	2020	2021	2022-2024	2025-2028	2029-2038
				Federal Funds	State Funds	Local Funds							
43	TIF-12.0	Marine View Drive and S. 227th St. Intersection Improvements from: to: Revise lane configuration to single eastbound right with overlap signal phase. Add second southbound through lane at intersection.	PE RW CN	100 500	40 60	140 0 560					140 560		
44	TIF-5.1	Kent-Des Moines Road (Segment 1) (SR 516) from: 16th Ave. S. to: 24th Ave. S. Widen roadway to provide pedestrian facilities and center 2-way turn lane where warranted	PE RW CN	500 2500	700 600 1700	700 600 4700					700 600 4700		
45	PL-1.0	CTP Update from: to:	PE RW CN	500 480	2500 480	3000 480	6000 480	0 0	0 0	0 0	6000 400	0 80	
46	S-27.0	30th Ave. S. Over-Crossing Bridge Crossing over Kent-Des Moines Road from: to: Construct vehicular or ped/bike bridge over Kent Des Moines Road linking Pacific Ridge with Midway. Coordinate with Kent.	PE RW CN	750 800 6500	750 800 6500	750 800 6500						750 800 6500	
47	S-20.0	Redondo Beach Drive Sidewalk Project Redondo Beach Drive from: S. 281st St to: South City Limits Install sidewalk where missing and make pedestrian improvements.	PE RW CN	100 500	100 500	100 0 500					100 500		
48	TIF-4.5	16th Ave. S. and S. 240th Street Intersection Improvements from: to: Add left turn pockets on 16th Ave. S. and on the west approach (eastbound) on S. 240th St.	PE RW CN	200 500	200 300	200 0 800					200 800		
49	S-3.0	S. 200th St. & S. 199th St. Improvements from: DMMD to: 1st Ave. S. Install curbs, gutters, sidewalks, & bike lanes.	PE RW CN	300 50 1200	300 50 600	300 100 1800					300 100 1800		

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Transportation Improvement Plan

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Proposed Priority No.	City Project Number	Project Identification	Project Cost in Thousands of Dollars				Local Agency Expenditure Schedule (Year)					
			Project Phase	Fund Source			2019	2020	2021	2022-2024	2025-2028	2029-2038
				Federal Funds	State Funds	Local Funds						
50	TIF-4.3	16th Ave. S. Improvement Project (Segment 3) 16th Avenue South from: Kent-Des Moines Rd. to: S. 240th St. Widen to provide center turn lane at apartment driveways south of Kent- Des Moines Road. Provide bus pullouts.	PE RW CN	0	2000	400 500 1200	0	0	0	0	400 500 3200	0
51	TIF-4.2	16th Ave. S. Improvement Project (Segment 2) 16th Avenue South from: S. 260th St. to: S. 250th Street Install curbs, gutters and sidewalks and bike lanes. Provide 2-way left turn lane.	PE RW CN	0	3000	1200 300 2100	0	0	0	0	1200 300 5100	0
52	S-12.0	S. 208th St. Sidewalk Project South 208th Street from: 1st Ave. S. to: DMMD Install sidewalk and make pedestrian improvements.	PE RW CN	0	0	260 40 1300	0	0	0	0	260 40 1300	0
53	TIF-8.0	20th Ave. S. Improvement Project (Segment 2) 20th Avenue South from: S. 240th St. to: S. 243rd Street Reconstruct and extend neighborhood collector street with curb, gutter and sidewalks.	PE RW CN	0	300	1200	0	0	0	0	300	0
54	S-6.0	20th Ave. S. Improvement Project (Segment 1) 20th Avenue South from: S. 243rd St. to: S. 250th Street Reconstruct to Neighborhood Collector standards and provide curb, gutter and sidewalks.	PE RW CN	0	200	400	0	0	0	0	400	0
55	S-7.0	South 250th/251st Street Improvement South 250th/251st Street from: Marine View Drive to: 16th Ave. S. Construct bike lanes and curb, gutter and sidewalk on both sides.	PE RW CN	0	1200	350 50 2400	0	0	0	0	350 50 2400	0
56	INT-2.0	S. 250th Street and 16th Ave. S. Intersection Improvements from: to: Add eastbound right turn pocket.	PE RW CN	0	1275	50 25 1200	0	0	0	0	50 0 200	0
				0	0	250	0	0	0	0	250	0

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Transportation Improvement Plan

Agency: City of Des Moines, WA
County No.: 17
City No.: 0325

County Name: King County
MPO/RTPO: PSRC

Hearing Date: 06/14/18
Amend Date:

From: 2019
To: 2038
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			Project Phase	Fund Source			2019	2020	2021	2022-2024	2025-2028	2029-2038
				Federal Funds	State Funds	Local Funds						
57	S-9.0	S. 272nd Street / Marine View Drive from: to: Reconstruct roadway to improve horizontal and vertical alignment.	PE RW/ CN	0	500	150 0 650	0	0	0	0	0	150 650 800
58	INT-6.0	Pacific Highway S. and S. 260th St. Intersection Improvements from: to: Revise signal timing. Coordinate with the City of Kent.	PE RW/ CN	0	20 120	40 0 120	0	0	0	0	0	40 120 160
59	TIF-4.4	16th Ave. S. Improvement Project (Segment 4) 16th Avenue South from: S. 240th St. to: S. 250th St. Widen to three lane minor arterial with curbs, gutters, bike lanes and sidewalks.	PE RW/ CN	0	2000	800 200 1500 3500	0	0	0	0	0	800 200 3500 4500
60	S-10.0	South 222nd Street Improvement Project South 222nd Street from: Marine View Drive to: Pacific Highway South Reconstruct to Neighborhood Collector standards including two travel lanes, bicycle lanes, curb, gutter and sidewalks.	PE RW/ CN	0	300 2000	500 0 2500	0	0	0	0	0	500 2500 3000
61	TIF-1.1b	S. 216th Street Improvement (Segment 1b) Transportation Gateway Project (1 of 4 projects) South 216th Street from: East City Limits to: Pacific Highway South Widen to provide additional travel lanes, bike lanes, curb, gutter, & sidewalks. Project coordinated with WSDOT construction of SR509 to replace the I-5 overcrossing with transitions to the planned lane configuration.	PE RW/ CN	800	800	500 800 1000 2600	0	0	0	0	0	500 800 2600 3900
62	TIF-7.2	16th Ave. S. Improvement Project (Segment 5b) 16th Avenue South from: S. 276th St. to: Pacific Highway South Widen to provide 3-land roadway w/curbs, gutters, bike lanes & sidewalks. Provide new alignment to Pacific Hwy. S. if feasible. Joint project w/City of Federal Way. Also coordinate w/City of Kent and King County Metro.	PE RW/ CN	0	240 900 1660	440 1500 2460	0	0	0	0	0	440 1500 2460 4400
63	S-28.0	S. 240th Street Overcrossing Bridge Crossing over I-5 from: Pacific Highway South to: Military Road Construct bridge over Interstate 5. Coordinate with City of Kent.	PE RW/ CN	0	2800	2000 1500 10000	0	0	0	0	0	2000 1500 10000 13500

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				Federal Funds	State Funds	Local Funds							
64	S-23.0	Marina Bike Connection from: S. 227th Street to: Cliff Ave. S. Install bike connection through the Marina to link the Des Moines Creek Trail to S. 227th St.	PE RW CN	0	0	60 0 100	160	0	0	0	0	0	60 100 160
65	S-11.0	S. 272nd Street Improvements South 272nd Street from: Pacific Highway South to: 16th Ave. S. Install access control to enhance safety.	PE RW CN	0	0	20 0 80	20	0	0	0	0	0	20 80 100
66	INT-5.0	Redondo Beach Drive and Redondo Way South Intersection Improvements from: to: Install traffic signal, or consider other intersection treatments to enhance capacity.	PE RW CN	0	60 400	60 200	120 600	0	0	0	0	0	120 600 720
67	PRNIP-N2.0	S. 220th St. Improvements Pacific Ridge NIP N2 from: Pacific Highway South to: 30th Ave. S. Reconstruct roadway	PE RW CN	0	150 50 800	150 50 800	150	0	0	0	0	0	150 50 800
68	TIF-9.0	S. 220th St. and Pacific Highway S. Intersection Improvements from: to: Widen for left turn pockets, adjust roadway profile and approach grades, and revise signal phasing to remove split phasing	PE RW CN	0	100 500	50 50	150 550	0	0	0	0	0	150 550 700
69	PRNIP-S4.0	S. 225th Pl. Connection Improvement Pacific Ridge NIP S4 from: Pacific Highway South to: 30th Ave. S. Construct new pedestrian connection and potential roadway	PE RW CN	0	700 400 3500	700 400 3500	700	0	0	0	0	0	700 400 3500
70	PRNIP-N4.0	S. 222nd Pl. Connection Improvement Pacific Ridge NIP N4 from: 28th Ave. S. to: 30th Ave. S. Construct new roadway	PE RW CN	0	350 350 1200	350 350 1200	350	0	0	0	0	0	350 350 1200
				0	0	1900	1900	0	0	0	0	0	1900

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

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				Federal Funds	State Funds	Local Funds							Total Funds
78	PRNIP-N3.3	S. 221st St. Cul-de-Sac Improvement Pacific Ridge NIP N3 (1 of 3) from: Eastern terminus to: I-5 Reconstruct roadway	PE RW CN	0 50 200	0 50 200	250	0	0	0	0	0	50 200	200
79	PRNIP-S3.0	S. 224th St. Cul-de-Sac Improvement Pacific Ridge NIP S3 from: Eastern terminus to: I-5 Reconstruct roadway	PE RW CN	0 50 200	0 50 200	250	0	0	0	0	0	50 200	200
80	TIF-17.0	8th Ave. S. and S. 200th Street Intersection Improvements from: to: Install traffic signal, or consider other intersection treatments to enhance capacity.	PE RW CN	0 60 240	0 60 240	250	0	0	0	0	0	60 240	250
81	INT-1.0	24th Ave. S. and S. 222nd Street Intersection Improvements from: to: Install traffic signal, or consider other intersection treatments to enhance capacity.	PE RW CN	0 80 420	0 80 420	300	0	0	0	0	0	80 50 420	300
82	TIF-19.0	20th Ave. S. and S. 240th St. Improvement Project Intersection Improvements from: to: Widen to provide left turn pockets. Install traffic signal at 20th and 240th if warranted.	PE RW CN	0 125 25 700	0 125 25 700	550	0	0	0	0	0	250 50 1400	550
83	INT-3.0	Des Moines Memorial Drive and S. 208th St. Intersection Improvements from: to: Widen DIMMD to add left turn pockets at S. 208th Street.	PE RW CN	0 50 100	0 50 100	1700	0	0	0	0	0	50 200	1700
84	INT-4.0	Des Moines Memorial Drive and S. 212th St. Intersection Improvements from: to: Widen DIMMD to add left turn pockets at S. 208th Street.	PE RW CN	0 50 100	0 50 100	250	0	0	0	0	0	50 200	250
100				0	100	150	250	0	0	0	0	0	250

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				Federal Funds	State Funds	Local Funds						
85	S-19.0	S. 272nd Street/10th Ave. S. South 272nd Street / 10th Avenue South from: 16th Ave. S. to: Redondo beach Drive Install sidewalk and make pedestrian improvements.	PE RW CN	0	700 800 2250	700 800 2250	1400 1600 4500					1400 1600 4500
86	S-2.2	8th Ave. S. Improvement Project (Segment 2) 8th Avenue South (North Hill) from: S. 200th Street to: S. 208th Street Reconstruct to Minor Arterial standards including bike lanes, curbs, gutters, and sidewalks.	PE RW CN	0	3750	3750	7500	0	0	0	0	7500
87	S-17.0	Marine View Drive Sidewalk Project Marine View Drive from: S. 250th Street to: Woodmont Dr. S. Install sidewalk and make pedestrian improvements.	PE RW CN	0	0	2000	2000	0	0	0	0	2000
88	S-18.0	Woodmont Drive South Sidewalk Project Woodmont Drive South from: Marine View Drive to: 16th Ave. S. Install sidewalk and make pedestrian improvements.	PE RW CN	0	0	2500	2500	0	0	0	0	2500
89	S-16.0	16th Ave. S. Sidewalk Project 16th Avenue South from: S. 220th Street to: Kent-Des Moines Road Install sidewalk and make pedestrian improvements.	PE RW CN	0	0	3000	3000	0	0	0	0	3000
90	S-13.0	S. 220th St. Sidewalk Project South 220th Street from: 11th Ave. S. to: 16th Ave. S. Install sidewalk and make pedestrian improvements.	PE RW CN	0	0	1900	1900	0	0	0	0	1900
91	S-14.0	9th Ave. S. Sidewalk Project 9th Avenue South from: S. 220th Street to: S. 223rd Street Install sidewalk and make pedestrian improvements.	PE RW CN	0	0	1100	1100	0	0	0	0	1100
92	S-15.0	10th Ave. S. Sidewalk Project 10th Avenue South from: S. 220th Street to: Kent-Des Moines Road Install sidewalk and make pedestrian improvements.	PE RW CN	0	0	500	500	0	0	0	0	500
101				0	0	1500	1500	0	0	0	0	1500

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Speaker Sign-Up Sheet

June 14, 2018

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PUBLIC HEARING Speaker Sign-Up Sheet

Transportation Improvement Plan (2019-2038)

June 14, 2018

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