

AGENDA

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

July 23, 2015 – 7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC

EXECUTIVE SESSION

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

PRESIDING OFFICER'S REPORT

ADMINISTRATION REPORT

CONSENT AGENDA

Page 1 Item 1: APPROVAL OF MINUTES

Motion is to approve the minutes from the June 25, 2015 regular City Council meeting.

Page 7 Item 2: WATER RESOURCE INVENTORY AREA 9 – INTERLOCAL AGREEMENT RENEWAL

Motion is to approve the 2016-2025 Interlocal Agreement between the jurisdictions located within Water Resource Inventory Area 9 for the purpose of sharing the staffing cost for implementing the Salmon Habitat Plan, and to authorize the City Manager to sign such agreement substantially in the form submitted.

Page 69 Item 3: DES MOINES CREEK BASIN – DEPARTMENT OF NATURAL RESOURCES AQUATIC LANDS OUTFALL EASEMENT (FOR HIGH FLOW BYPASS PIPE)

Motion is to approve the final draft Aquatic Lands Outfall Easement No. 51-075748 with the Washington State Department of Natural Resources for the Des Moines Creek Basin high-flow bypass pipe, and further the City Manager to sign said easement substantially in the form as submitted.

- Page 107 Item 4: AMENDMENT TO CONTRACT WITH AMERICAN BUILDING SERVICES FOR JANITORIAL SERVICES IN CITY BUILDINGS-BEACH PARK DINING HALL
Motion is to approve the Amendment to the contract with American Building Services for janitorial services for City owned buildings, for an additional amount of \$9,000, bringing the total estimated cost for 2015 to \$124,000, and additionally to authorize the City Manager to sign the Contract Amendment/Addendum substantially in the form as submitted.
- Page 153 Item 5: TRANSPORTATION GATEWAY PROJECT SOUTH 216TH STREET, SEGMENT 1-A RIGHT OF WAY ACQUISITION: MAJESTIC BAY APARTMENTS LLC, TAX PARCELS 215640-0025; 858270-005; PROJECT PARCELS 17 & 18
Motion is to purchase 3077 square feet of land from Majestic Bay Apartments, LLC in the amount of \$46,200, a 204 square foot Slope Easement in the amount of \$800, a 457 square foot utility easement in the amount of \$1,700, as well as compensate the owner \$1,900 for taken improvements and \$28,500 for damages including cost of sign relocation and parking redesign/replacement for a grand total of \$79,100 (rounded dollars), plus associated closing costs, and further authorize the City Manager to sign the Statutory Warranty Deed, Slope Easement, Utility Easement, Construction Easement & Right of Entry and Real Property Voucher Agreement substantially in the form submitted and accept the right of way on behalf of the City of Des Moines.
- Page 185 Item 6: JOINT UTILITY TRENCH AGREEMENT WITH CENTURYLINK FOR THE S 216TH STREET, SEGMENT 1-A IMPROVEMENTS (24TH AVENUE S TO PACIFIC HIGHWAY S)
Motion is to approve the attached Statement of Work pursuant to the Agreement between CenturyLink and the City of Des Moines, No. NCA7932, for utility undergrounding on the S 216th Street, Segment 1-A project (24th Avenue South to Pacific Highway South), which includes reimbursing the City for approximately \$40,626 in costs, and further authorize the City Manager to sign the Statement of Work, substantially in the form as submitted.
- Page 213 Item 7: RESOLUTION SETTING A PUBLIC HEARING REGARDING THE MARINA DISTRICT DEVELOPMENT INCENTIVE
Motion is to adopt Draft Resolution No. 15-127 setting a public hearing on August 20, 2015 to consider Draft Ordinance No. 15-127 amending DMMC 18.115.060(2) in the Marina District Neighborhood.
- Page 217 Item 8: RESOLUTION SETTING A PUBLIC HEARING REGARDING LUA2015-0030, THE PINNACLES AT DES MOINES MODIFIED SUBDIVISION
Motion is to adopt Draft Resolution No. 15-123 setting a public hearing on August 20, 2015 to consider Draft Ordinance No. 15-123 relating to the preliminary plat of The Pinnacles at Des Moines Modified Subdivision.

OLD BUSINESS

- Page 221 Item 1: DRAFT RESOLUTION NO. 15-126, 2016-2021 CAPITAL IMPROVEMENTS PLAN
Staff Presentation: Finance Director Dunyele Mason
- Page 389 Item 2: REDONDO BOARDWALK UPDATE AND CONSULTANT AGREEMENT SUPPLEMENT FOR ADDITIONAL DESIGN SERVICES
Staff Presentation: Associate Transportation Engineer Andrew Merges

NEW BUSINESS

Page 421 Item 1: COMMUNICATIONS PLAN

Staff Presentation:

City Manager Tony Piasecki

NEXT MEETING DATE

August 8, 2015 City Council Retreat

ADJOURNMENT

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MINUTES

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

June 25, 2015 – 7:00 p.m.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Pennington.

ROLL CALL

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

Councilmember Melissa Musser was absent.

Direction/Action

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

Staff present: City Manager Tony Piasecki; City Attorney Pat Bosmans; Assistant City Manager Michael Matthias; Transportation Manager Brandon Carver; Community Development Manager Denise Lathrop; Police Chief George Delgado; Finance Director Dunyele Mason; Associate Transportation Engineer Andrew Merges; Project Manager Scott Romano; Harbormaster Joe Dusenbury; Parks, Recreation & Senior Services Director Patrice Thorell; City Clerk Bonnie Wilkins.

CORRESPONDENCE

There were no correspondences from the public.

COMMENTS FROM THE PUBLIC

- Mike Berry-28632 Redondo Beach Drive S; concerns and questions with the Redondo parking plan.
- Rick Johnson, 28624 Redondo Beach Drive S; closing of the Marina boat launch has created an added burden on parking in the Redondo area. Opposed to a parking plan at Wooton Park.
- Cheryl Johnson, 28748 Sound View Drive S; Worried about lack of parking spaces for boat trailers with the current proposed parking plan.
- Jim Deroza, 28716 Redondo Beach Drive; No response to e-mails wife sent to City Council.

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Councilmember Pennington

- Fireworks are illegal in Des Moines.
- Ground is very dry.
- Thanked public for showing up.

Councilmember Sheckler

- Shared Dunn Lumber's sign which said, "Knowledge is knowing that a tomato is a fruit, wisdom is knowing not to put it in a fruit salad".

Councilmember Bangs:

- Pleased to be on the Council.
- Thanked the public for their comments.

Mayor Pro Tem Pina

- Met with brokers at John L. Scott:
 - o Interested in what's happening in Des Moines:
 - Working hard to get the message out to the public.
 - Great things happening.
 - Encourage folks to ask regarding rumors that they have heard.
- Municipal Facilities Committee meeting:
 - o Update on Marina sustainability and development plan.
 - o Marina and Beach Park Parking survey review.
 - Year-long survey.
 - Average number of folks with Des Moines license plates were 28%; 72% were not from Des Moines.
 - Beach Park parking, 31% were Des Moines residents.
 - Just North parking lot, 23% were Des Moines residents.
 - o Marina Fund and Capital Improvement Budgets.
 - Projects and needs.
 - Grants that have already been awarded.
 - Commitments against potential priorities.
 - Commended staff on working together to explain the issues to Council.

Councilmember Nutting:

- Wednesday night Farmer's Market starts, 3:00-7:00 p.m.
- Ribbon Cutting Ceremony for Des Moines Dining Hall.
- Community Barbeque.
- Wednesday night Concert Series.

PRESIDING OFFICER'S REPORT

- Appointing Councilmember Bangs to the Public Safety & Transportation Committee.
 - o Councilmember Bangs accepts appointment.
- Attended Federal Way's Celebration of 25 years of being incorporated.
- Thanked Three Tree Point for the invitation to attend the Mid-Sound Sailing social.
- Met with John L. Scott brokers:
 - o Available to meet with any group of homeowners, any size.
- Sound Transit Board Public Hearing:
 - o Presentation by staff.
 - o Panel of community members to explain rationale for alignment.
 - o Support for a State Route 509 alignment.
 - o Final decision on July 23rd.
- Summer schedule for Council meetings:
 - o July 9, July 23, August 8 and August 20.

ADMINISTRATION REPORT

- New audio/visual system:
 - o Streaming live on web-site
 - o Broadcasting live on Channel 21

Item 1: KING COUNTY BEST START FOR KIDS INITIATIVE

Patty Hayes, Director of Public Health for Seattle and King County; made a power point presentation to Council on the Best Start for Kids Initiative which will go before the voters in November as a 6 year County-Wide Levy.

Item 2: PUBLIC AWARENESS OF FIREWORKS BAN IN DES MOINES

- Chief Delgado spoke to Council and the Community on the extreme dangers of fireworks in Des Moines, which are illegal.
 - o \$513 fine.
 - o Asking Community to please pass the word regarding the Fireworks ban.
 - o Several methods to get the word out:
 - *Des Moines News.*
 - Waterland Blog.
 - Phone tree.
 - Word of mouth to name a few.
 - Come to the Marina for the best Fireworks in town.

Item 3: DINING HALL GRAND OPENING

- Ribbon cutting at 5:00 with Barbeque and Concert to follow.

CONSENT AGENDA

Item 1: APPROVAL OF VOUCHERS

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

Total A/P Checks/Vouchers	#143377-143512	\$1,352,360.46
Electronic Wire Transfers	#562-567	\$ 155,923.44
Payroll Checks	#18657-18659	\$ 5,266.64
Payroll Direct Deposit	#230001-230168	\$ 298,437.46
Total Certified Wire Transfers, Voids, A/P and Payroll Vouchers:		\$1,811,988.00

Item 2: RELOCATION OF KING COUNTY FIBER OPTIC-ITS EQUIPMENT ASSOCIATED WITH S. 216TH STREET SEGMENT 1-A CONSTRUCTION

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

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

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

Direction/Action

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

At 8:06 p.m. Council went into Executive Session to discuss pending litigation pursuant to RCW 42.30.110(1)(i). In attendance were Mayor Kaplan; Mayor Pro Tem Pina; Councilmembers Pennington, Sheckler, Bangs and Nutting; City Manager Piasecki; Assistant City Manager Matthias; City Attorney Bosmans. The Executive Session ended at 8:10 p.m. and Council resumed the meeting.

No formal action was taken.

OLD BUSINESS

Item 1: REDONDO PARKING MANAGEMENT PLAN-FINAL REPORT BRIEFING
Staff Presentation: Associate Transportation Engineer
Andrew Merges

Associate Transportation Engineer Merges gave an informative power point presentation to Council.

Councilmember Sheckler left the meeting at 8:31 p.m.

No formal action was taken.

PUBLIC HEARING/CONTINUED PUBLIC HEARING

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

At 8:42 p.m. Mayor Kaplan opened the Public Hearing.

Engineering Services Manager Carver gave a power point presentation to Council.

Mayor Kaplan asked 3 times if anyone wished to speak;

Ben Stark, 1310 S 230th; would like to see the boats come out of Redondo and be put back in at the Marina.

Rick Johnson, 28624 Redondo Beach Drive S; spoke regarding signatures he collected in favor of no parking plan in the Redondo area. He said he did not poll renters, just homeowners.

Mayor Kaplan asked if anyone else wished to speak; seeing none Mayor Kaplan asked Council if they had any questions.

At 8:53 p.m. Mayor Kaplan closed the Public Hearing.

Direction/Action

Motion made by Councilmember Nutting to approve Draft Resolution No. 15-094 adopting the 2016-2035 Transportation Improvement Plan for the City of Des Moines; seconded by Mayor Pro Tem Pina.
The motion passed 6-0.

OLD BUSINESS

Item 2: SECOND READING OF DRAFT ORDINANCE NO. 15-066 RELATED TO THE
CITY OF DES MOINES 2015 COMPREHENSIVE PLAN UPDATE
Staff Presentation: Community Development Manager
Denise Lathrop

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

Direction/Action

Motion made by Mayor Kaplan to enact Draft Ordinance No. 15-066 amending the 2009 Des Moines Comprehensive Plan substantially in the form as submitted, and amending Chapters 18.05 and 18.25 DMMC; seconded by Councilmember Nutting. The motion passed 6-0.

Mayor Kaplan read Draft Ordinance No. 15-066 into record.

NEXT MEETING DATE

July 2, 2015

ADJOURNMENT

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

The meeting was adjourned at 9:15 p.m.

Respectfully Submitted,
Bonnie Wilkins
City Clerk

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Water Resource Inventory Area 9 –
Interlocal Agreement Renewal

ATTACHMENTS:

1. Draft Interlocal Agreement
2. Draft Interlocal Agreement (with track changes)
3. Council May 21, 2015 presentation

FOR AGENDA OF: July 23, 2015

DEPT. OF ORIGIN: Planning, Building &
Public Works

DATE SUBMITTED: July 14, 2015

CLEARANCES:

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

APPROVED BY CITY MANAGER
FOR SUBMITTAL AT

Purpose and Recommendation

The purpose of this agenda is to approve a renewal agreement between the participating partners of the Water Resource Inventory Area (WRIA) 9 Watershed Ecosystem Forum (Attachment 1) for continuing to provide staff to implement the “Salmon Habitat Plan”, prepared and completed by the WRIA 9 Forum, for another 10 years, essentially continuing the plan implementation efforts being made by the Forum since 2007. The Salmon Habitat Plan recommends actions that should be taken to protect and restore salmon habitat in the Green/Duwamish and Central Puget Sound Watersheds. The scope of work included in this agreement primarily provides for WRIA 9 Forum staffing (Watershed Coordinator, Habitat Plan Monitor, Outreach and Education Program personnel, and administration assistance). Project funding is provided using other funding sources such as King Conservation District funds, State Salmon Recovery Funds, and federal funds. Council was briefed on the activities of the Forum by the Watershed Coordinator, Doug Osterman, at the May 21 meeting (Attachment 3). The following motion will appear on the consent calendar:

Suggested Motion

Motion: “I move to approve the 2016-2025 Interlocal Agreement between the jurisdictions located within Water Resource Inventory Area 9 for the purpose of sharing the staffing cost for implementing the Salmon Habitat Plan, and to authorize the City Manager to sign such agreement substantially in the form submitted.”

Background

As part of a regional response to listings of chinook salmon and bull trout under the Endangered Species Act (ESA), 17 jurisdictions within Water Resource Inventory Area 9 (WRIA 9) area, embarked on the preparation of a major planning document that would be used for the recovery of salmon (to recover Puget Sound Chinook salmon and bull trout). After five years of work, "Making Our Watershed Fit for a King" (Salmon Recovery Plan) was completed in 2005. Des Moines adopted this plan on October 27, 2005 as a policy document, thereby allowing its recommendations to be implemented through various City plans and ordinances.

During the first 10 years of implementation, the Forum has made substantial progress and has managed to leverage over \$137 million in grant funding. Over this time 918 acres of wetland have been protected through acquisition, 80 acres of riparian area have been planted, 1.2 miles of levees have been removed or setback, 57 acres of floodplain reconnected, and 3,400 feet of marine shoreline restored.

Discussion

This interlocal agreement provides the means to continue the partnership through plan implementation by providing staffing to continue the WRIA 9 Forum meetings and committee meetings; assisting cities with implementation of policy and programmatic recommendations from the Salmon Habitat Plan; writing grant applications for projects in partnership or on behalf of member cities; lobbying for funding from federal, state, regional, and local sources; providing and supporting public outreach and educational activities such as volunteer projects; maintaining the WRIA 9 website, communication services, and brochures; and administration duties such as budget tracking, data management and reporting and support services to the Forum, committees, and city staff.

Alternatives

Des Moines may discontinue partnering with the other jurisdictions, however, in doing so, would not be able to benefit from the many resources that the Forum provides to the members (for carrying out the local strategies and policies identified in the plan). Also, by participating with the other agencies in the implementation of projects listed in the plan, Des Moines can claim credit for salmon recovery efforts in reaction to the ESA listing.

Financial Impact

The total cost for the ILA for 2016 is \$424,329. Des Moines share is \$11,817 or roughly 3.0%. The cost-share is based on a weighted value of population, assessed value and land area of the 17 jurisdictions within the WRIA 9 area. Over the 10 years (2016-2025) of the interlocal agreement, Des Moines share would be approximately \$118,000 (in 2016 dollars). Funding from Des Moines comes from the SWM operating budget.

Recommendation or Conclusion

Staff recommends entering into the interlocal agreement.

Concurrence

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

INTERLOCAL AGREEMENT

For the Green River, Duwamish River, and Central Puget Sound Watersheds
within the geographic planning area of Water Resource Inventory Area 9 (which
includes portions of Water Resource Inventory Areas 8, 10, and 15)

PREAMBLE

THIS AGREEMENT ("Agreement") is entered into pursuant to Chapter 39.34 RCW by and among the eligible county and city governments signing this Agreement that are located in King County or Pierce County, lying wholly or partially within or having a major interest in the Green River, Duwamish River, and Central Puget Sound Watersheds and within the planning and management area of Watershed Resource Inventory Area 9, which includes portions of WRIA 8, 10, and 15, ("WRIA 9") all political subdivisions of the State of Washington (individually, for those signing this agreement, "Party", and collectively "Parties");

WHEREAS, the planning and management area of WRIA 9 includes all of the area recognized by the State of Washington as WRIA 9 and portions of WRIA 8, 10, and 15;

WHEREAS, the Parties share interests in and responsibility for addressing long-term watershed planning and conservation of the aquatic ecosystems and floodplains of the Green River, Duwamish River, and Central Puget Sound Watersheds and wish to collectively provide for planning, funding and implementation of various activities and projects therein; and

WHEREAS, the Parties have participated in an Interlocal Agreement for the years 2001-2005 to develop "Making Our Watershed Fit for a King" as approved in 2005 and since amended ("**Salmon Habitat Plan**"), contributed to the federally-approved Puget Sound Salmon Recovery Plan, and desire to continue providing efficient participation in the implementation of such plans; and

WHEREAS, the Parties took formal action in 2005 and 2006 to ratify the **Salmon Habitat Plan**, and

WHEREAS, the Parties have participated in an extension of the 2001-2005 Interlocal Agreement and an Interlocal Agreement for the years 2007-2015 in implementing the **Salmon Habitat Plan**; and

WHEREAS, the Parties have demonstrated in the **Salmon Habitat Plan** that watershed ecosystem services are worth billions of dollars of value to local people in terms of stormwater management, pollution treatment, recreational value, and other expensive and difficult to replace services; and

WHEREAS, the Parties seek information on watershed conditions and salmon conservation and recovery needs to inform local decision-making bodies regarding actions in response to listings under the Endangered Species Act ("ESA"); and

WHEREAS, the Parties have prioritized and contributed resources and funds for implementing projects and programs to protect and restore habitat; and

WHEREAS, the Parties wish to monitor and evaluate implementation of the *Salmon Habitat Plan* through adaptive management; and

WHEREAS, the Parties wish to continue to use adaptive management for identifying, coordinating and implementing basin plans and water quality, flood hazard reduction, water quantity, and habitat projects in the watersheds; and

WHEREAS, the Parties have a strong interest in participating on the Puget Sound Salmon Recovery Council because of the contributions of the Green River, Duwamish River, and Central Puget Sound Watersheds to the overall health of Puget Sound; and

WHEREAS, the Parties have a strong interest in participating on the Washington Salmon Coalition and other groups associated with the Salmon Recovery Funding Board to collectively seek funding to implement the *Salmon Habitat Plan*; and

WHEREAS, the Parties have a strong interest to implement the Puget Sound Partnership Action Agenda to restore the Puget Sound to health and sustain that health by 2020; and

WHEREAS, the Parties have a strong interest in participating on the Puget Sound Salmon Recovery Council and other entities associated with Puget Sound salmon recovery and Puget Sound South Central Action Area Caucus Group to collectively seek funding to implement the *Salmon Habitat Plan*; and

WHEREAS, the Parties have a strong interest to achieve multiple benefits by integrating salmon recovery planning and actions; and

WHEREAS, the Parties recognize that identification of watershed issues, and implementation of salmon conservation and recovery actions may be carried out more efficiently if done cooperatively than if carried out separately and independently; and

WHEREAS, individual Parties are taking separate and independent actions to improve the health of the Green River, Duwamish River, and the Central Puget Sound Watersheds and the overall health of Puget Sound;

NOW, THEREFORE, the Parties hereto do mutually covenant and agree as follows:

MUTUAL CONVENANTS AND AGREEMENTS

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meaning provided for below:
 - 1.1 **ELIGIBLE COUNTY AND CITY GOVERNMENTS:** The local governments eligible for participation in this Agreement as parties are King County, and the Cities of Algona, Auburn, Black Diamond, Burien, Covington, Des Moines, Enumclaw, Federal Way, Kent, Maple Valley, Normandy Park, Renton, SeaTac, Seattle, Tacoma, Tukwila, and any newly incorporated city that lies fully or partially within the boundaries of WRIA 9.
 - 1.2 **WRIA 9 ILA PARTIES:** The *Parties to the WRIA 9 Interlocal Agreement* are the Parties who sign this Agreement and are the Parties responsible for implementing this

Agreement. The Parties to this ILA shall each designate a representative and alternate representative to the **WRIA 9 Watershed Ecosystem Forum**.

- 1.3 **WRIA 9 WATERSHED ECOSYSTEM FORUM:** The **WRIA 9 Watershed Ecosystem Forum** referred to herein is the cooperative body comprised of the designated representatives of the **WRIA 9 ILA Parties** and a balance of **Stakeholder** representatives and any other persons who are deemed by the Parties to this Agreement to be appropriate members for the implementation of the **Salmon Habitat Plan**. The **WRIA 9 Watershed Ecosystem Forum** shall be an advisory body responsible for making recommendations for implementing the **Salmon Habitat Plan** including substantive plan amendments recommended as a result of adaptive management or other changed conditions.
- 1.4 **GREEN/DUWAMISH AND CENTRAL PUGET SOUND WATERSHED WATER RESOURCE INVENTORY AREA 9 SALMON HABITAT PLAN:** The **Green/Duwamish and Central Puget Sound Watershed Water Resource Inventory Area 9 Salmon Habitat Plan (2005 Salmon Habitat Plan or Salmon Habitat Plan)** is the plan developed by the **WRIA 9 Watershed Ecosystem Forum** and ratified by all of the parties to an interlocal agreement for its development and implementation. The **Salmon Habitat Plan** recommends actions that should be taken to protect and restore salmon habitat, using an ecosystem approach, in the Green/Duwamish and Central Puget Sound Watersheds. The **Salmon Habitat Plan** may be amended from time to time according to the procedure in Section 6 herein and approved amendments shall be considered integral parts of the **Salmon Habitat Plan**. Efforts under the **Salmon Habitat Plan** are intended to complement habitat improvements in other parts of Puget Sound and hatchery and harvest actions to recover Puget Sound Chinook salmon, steelhead, and bull trout, and when implemented achieve multiple ecosystem benefits. The **Salmon Habitat Plan** constitutes a chapter of the Puget Sound Salmon Recovery Plan.
- 1.5 **MANAGEMENT COMMITTEE:** The **Management Committee** as referred to herein consists of seven (7) elected officials or their designees. The seven officials of the **Management Committee** are chosen by the **WRIA 9 ILA Parties**, according to the voting procedures in Section 5 herein, charged with certain oversight and administrative duties on the **WRIA 9 ILA Parties'** behalf.
- 1.6 **SERVICE PROVIDER:** The **Service Provider**, as used herein, means that agency, government, consultant, or other entity which supplies staffing or other resources to and for the **WRIA 9 ILA Parties**, in exchange for payment. The **Service Provider** may be a Party to this Agreement.
- 1.7 **FISCAL AGENT:** The **Fiscal Agent** refers to that agency or government which performs all accounting services for the **WRIA 9 ILA Parties** as it may require, in accordance with the requirements of Chapter 39.34 RCW.

- 1.8 **STAKEHOLDERS:** *Stakeholders* refers to those public and private entities within WRIA 9 who reflect the diverse interests integral to implementing the ***Salmon Habitat Plan***, and may include but is not limited to environmental and business interests.

2. **PURPOSES.** The purposes of this Agreement include the following:

- 2.1 To provide a mechanism to protect and restore the ecological health of the Green/Duwamish Rivers and Central Puget Sound Watersheds.
- 2.2 To provide a mechanism, through an annually agreed upon work plan, for implementing and coordinating local efforts to address issues with watershed-wide or basin implications, including but not limited to flood hazard reduction, floodplain management, surface and groundwater quality, water quantity, and habitat.
- 2.3 To provide information for ***WRIA 9 ILA Parties*** to inform land use planning, regulations, environmental programs, education, and enforcement of applicable codes.
- 2.4 To provide a mechanism and governance and funding structures for jointly implementing the ***Salmon Habitat Plan***.
- 2.5 To develop and take actions on key issues during the implementation of the ***Salmon Habitat Plan***.
- 2.6 To provide a mechanism for cooperative review and implementation of recommended policies and regulations needed for response to listings under the Endangered Species Act.
- 2.7 To provide a venue for the ongoing participation of citizens and other stakeholders in salmon recovery and other watershed efforts and to ensure continued public outreach efforts to educate and garner support for current and future watershed and Endangered Species Act listed species response efforts by local governments and in accordance with ***the Salmon Habitat Plan***.
- 2.8 To provide a mechanism for securing technical assistance and any available funding from federal, state, and other sources to implement the ***Salmon Habitat Plan***.
- 2.9 To provide a mechanism for implementing other multiple benefit habitat, surface and groundwater quality, water quantity, floodplain management, and flood hazard reduction projects with other local, regional, tribal, state, federal and non-profit funds as may be contributed to or secured by the ***WRIA 9 ILA Parties*** and ***Watershed Ecosystem Forum***.
- 2.10 To annually recommend WRIA 9 administrative support, projects, and programs for funding by the King County Flood Control District through the District's Cooperative Watershed Management grant program.
- 2.11 To annually recommend projects for implementation of planning, engineering, permitting and construction tasks for the Green/Duwamish Ecosystem Restoration Project in partnership with the U.S. Army Corps of Engineers.

- 2.12 To provide a framework for cooperating and coordinating among the Parties on issues relating to WRIA 9 to meet the requirement of a commitment by any Party to participate in WRIA 9 planning and implementation, to prepare or implement a basin plan, or to respond to any state or federal law which may require these actions as a condition of any funding, permitting or other program of state or federal agencies. Participation is at the discretion of such Party to this Agreement.
- 2.13 To provide a mechanism to approve and support, through resources and funding from grant sources or other means, implementation of restoration and protection projects and programs.
- 2.14 To provide a mechanism for on-going monitoring and adaptive management of the **Salmon Habitat Plan** as defined in the Plan and agreed to by the **WRIA 9 ILA Parties** and **Watershed Ecosystem Forum**.

It is not the purpose or intent of this Agreement to create, supplant, preempt or supersede the authority or role of any jurisdiction, governmental entity or water quality policy bodies including the Regional Water Quality Committee.

- 3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective upon its execution by at least five (5) of the eligible local governments within WRIA 9 representing at least seventy percent (70%) of the affected population within the geographic area of WRIA 9, as authorized by the legislative body of each local government, and further provided that after such signatures this Agreement has been filed by King County in accordance with the terms of RCW 39.34.040 and .200. Once effective, this Agreement shall remain in effect for an initial term of ten (10) years; provided, however, that this Agreement may be extended for such additional terms as the Parties may agree to in writing with such extension being effective upon its execution by at least five (5) of the eligible local governments within WRIA 9 representing at least seventy percent (70%) of the affected population within the geographic area of WRIA 9, as authorized by the legislative body of each local government, and further provided that after such signatures this Agreement has been filed by King County in accordance with the terms of RCW 39.34.040 and .200. Such extension shall bind only those Parties executing the extension.
- 4. **ORGANIZATION AND MEMBERSHIP.** The Parties to this Agreement serve as the formal governance structure for carrying out the purposes of this Agreement.
 - 4.1 Each Party to this Agreement except Tacoma shall appoint one (1) elected official to serve as its primary representative, and one (1) alternate representative to serve on the **WRIA 9 Watershed Ecosystem Forum**. The alternate representative may be a different elected official or senior staff person. Tacoma's representative shall be the Tacoma Water Superintendent or designee, which designee shall be a senior staff position.
 - 4.2 Upon the effective execution of this Agreement and the appointment of representatives to the **WRIA 9 Watershed Ecosystem Forum**, the appointed representatives of the **WRIA 9 ILA Parties** shall meet and choose from among its members, according to the

provisions of Section 5 herein, seven (7) officials or their designees, to serve as a **Management Committee** to oversee and direct the scope of work, funds, and personnel agreed to and contributed under this Agreement, in accordance with the adopted annual budget and work program and such other directions as may be provided by the **WRIA 9 ILA Parties**. Representatives of the **Fiscal Agent** and **Service Provider** may serve as non-voting ex officio members of the **Management Committee**. The **Management Committee** shall act as the executive subcommittee of the **WRIA 9 ILA Parties**, responsible for oversight and evaluation of any **Service Providers** or consultants, administration of the budget and work plan, and for providing recommendations on administrative matters to the **WRIA 9 ILA Parties** for action, consistent with other subsections of this section. The appointed representatives of the **WRIA 9 ILA Parties** shall consider new appointments or reappointments to the **Management Committee** every two years following its initial appointments.

- 4.3 The services cost-shared under this agreement shall be provided to the **WRIA 9 ILA Parties and the Watershed Ecosystem Forum** by the **Service Provider**, which shall be King County Department of Natural Resources and Parks, unless selected otherwise by the **WRIA 9 ILA Parties**. The **Management Committee** shall prepare a Memorandum of Understanding to be signed by a representative of the **Service Provider**, and the Chair of the **WRIA 9 Management Committee**, and this Memorandum of Understanding shall set out the expectations for services so provided. Services should include, without limitation, identification of and job descriptions for dedicated staff, description of any supervisory role retained by the **Service Provider** over any staff performing services under this Agreement, and a method of regular consultation between the **Service Provider** and the **Management Committee** concerning the performance of services hereunder.

4.3.1 A subset of the Parties to this Agreement may purchase and cost share services from the **Service Provider** in addition to the annual cost-shared services agreed to by all Parties pursuant to Section 4.3 herein.

4.3.2 The **Management Committee** shall prepare a Memorandum of Understanding to be signed by a representative of the **Service Provider**, and the Chair of the **WRIA 9 Management Committee**, which shall set out the expectations for the additional services to be provided to the subset of the Parties to this Agreement.

- 4.4 The **WRIA 9 ILA Parties** by September 1 of each year shall establish and approve an annual budget that provides for the level of funding and total resource obligations of the Parties for the following calendar year. Such obligations are to be allocated on a proportional basis based on the average of the population, assessed valuation and area attributable to each Party to this Agreement, in accordance with the formula set forth in Exhibit A, which formula and accompanying data shall be updated every third year by the

WRIA 9 Management Committee. Individual Party cost shares may change more frequently than every three years for Parties involved in an annexation that changes the area, population, and assessed value calculation of such Party to the extent that the cost shares established by the formula set forth in Exhibit A would be changed by such annexation. Tacoma's cost share will be determined on an annual basis by the Management Committee, and will be included in the annual updates to Exhibit A. The weight accorded Tacoma's vote for weighted voting pursuant to Section 5 herein shall correspond to Tacoma's cost share for each year relative to the cost shares contributed by the other Parties.

4.4.1 The level of funding, total resource obligations, and allocation of obligations for those members of the Parties that agree to cost share additional services pursuant to Subsection 4.3.1 herein shall be negotiated and determined by those Parties purchasing the additional services.

4.5 The **WRIA 9 ILA Parties** shall incorporate the negotiated additional cost share and incorporate the services in the annual budget and work plan. The **WRIA 9 ILA Parties** shall oversee and administer the expenditure of budgeted funds and shall allocate the utilization of resources contributed by each Party or obtained from other sources in accordance with the approved annual work program.

4.6 The **WRIA 9 ILA Parties** shall review and evaluate the duties to be assigned to the **Management Committee** hereunder and the performance of the **Fiscal Agent** and **Service Provider** to this Agreement, and shall provide for whatever actions are necessary to ensure that quality services are efficiently, effectively and responsibly delivered in the performance of the purposes of this Agreement. The performance of the **Service Provider** shall be assessed every year.

4.7 The Parties to the **WRIA 9 Interlocal Agreement** may contract with similar watershed forum governing bodies such as the Puget Sound Partnership or any other entities for any lawful purpose related to the purposes provided for in this Agreement. The Parties may choose to create a separate legal or administrative entity under applicable state law, including without limitation a nonprofit corporation or general partnership, to accept private gifts, grants or financial contributions, or for any other lawful purpose consistent with the purposes provided for herein.

4.8 The **WRIA 9 ILA Parties** shall adopt other rules and procedures that are consistent with its purposes as stated herein and are necessary for its operation.

5. **VOTING.** The **WRIA 9 ILA Parties** shall make decisions, approve scopes of work, budgets, priorities, and any other actions necessary to carry out the purposes of this Agreement as follows:

5.1 Decisions shall be made using a consensus model as much as possible. Each Party agrees to use its best efforts and exercise good faith in consensus decision-making. Consensus may be reached by unanimous agreement of the Parties. If unanimous

agreement of members cannot be reached then the Parties to this agreement may reach consensus by a majority recommendation with a minority report. Any Party who does not accept a majority decision may request weighted voting as set forth below.

- 5.2 In the event consensus cannot be achieved, as determined by rules and procedures adopted by the Parties to the **WRIA 9 Interlocal Agreement**, the **WRIA 9 ILA Parties** shall take action on a dual-majority basis, as follows:

5.2.1 Each Party, through its appointed representative, may cast its weighted vote in connection with a proposed **WRIA 9** action.

5.2.2 The weighted vote of each Party in relation to the weighted votes of each of the other Parties shall be determined by the percentage of the annual contribution made by each Party as set in accordance with Section 4.4 herein in the year in which the vote is taken.

5.2.3 For any action subject to weighted voting to be deemed approved, valid and binding, an affirmative vote must be cast by both a majority of the Parties to this Agreement and by a majority of the weighted votes of the Parties to this Agreement.

6. **IMPLEMENTATION and ADAPTIVE MANAGEMENT OF THE SALMON HABITAT PLAN.** The **Salmon Habitat Plan** shall be implemented consistent with the following:

- 6.1 The **WRIA 9 Watershed Ecosystem Forum** shall provide information to the **WRIA 9 ILA Parties** regarding progress in achieving the goals and objectives of the **Salmon Habitat Plan**. Recommendations of the **WRIA 9 Watershed Ecosystem Forum** are to be consistent with the purposes of this Agreement. The **WRIA 9 ILA Parties** may authorize additional advisory bodies to the **WRIA 9 Watershed Ecosystem Forum** such as a technical committee and adaptive management work group. The **Watershed Ecosystem Forum** shall develop and approve operating and voting procedures for its deliberations, but such procedures do not affect the voting provisions contained in this Agreement for the **WRIA 9 ILA Parties**.

- 6.2 The **WRIA 9 ILA Parties** shall act to approve or remand any substantive changes to the **Salmon Habitat Plan** based upon recommendations by the **WRIA 9 Watershed Ecosystem Forum** within ninety (90) days of receipt of the proposed changes, according to the voting procedures of Section 5 herein. In the event that the **Salmon Habitat Plan** changes are not so approved, the recommended changes shall be returned to the **WRIA 9 Watershed Ecosystem Forum** for further consideration and amendment and thereafter returned to the **WRIA 9 ILA Parties** for decision.

- 6.3 The **WRIA 9 ILA Parties** shall determine when ratification is needed of substantive changes to the **Salmon Habitat Plan**. The changes shall be referred to the Parties for ratification prior to the submission to any regional, state, or federal agency for further action. Ratification means an affirmative action, evidenced by a resolution, motion, or

ordinance of the local government's legislative body, by at least five Parties representing at least seventy percent (70%) of the total population within the geographic planning and management area of WRIA 9.

- 6.4 Upon remand for consideration of any portion or all of the changes to the *Salmon Habitat Plan* by any regional, state or federal agency, the **WRIA 9 ILA Parties** shall undertake a review for consideration of the remanded changes to the plan. The **WRIA 9 ILA Parties** may include further referral to the **WRIA 9 Watershed Ecosystem Forum** for recommendation or amendments thereto.
- 6.5 The Parties agree that any changes to the *Salmon Habitat Plan* shall not be forwarded separately by any Party to any regional, state or federal agency unless the changes have been approved and ratified as provided herein.

7. **OBLIGATIONS OF PARTIES; BUDGET; FISCAL AGENT; RULES.**

- 7.1 Each Party shall be responsible for meeting only its individual obligations hereunder as established in the annual budget adopted by the **WRIA 9 ILA Parties** under this Agreement, including all such obligations related to the **WRIA 9 ILA Parties** and **WRIA 9 Watershed Ecosystem Forum** funding, technical support and participation in related planning and implementation of projects, and activities as set forth herein. It is anticipated that separate actions by the legislative bodies of the Parties will be necessary from time to time in order to carry out these obligations.
- 7.2 The maximum funding responsibilities imposed upon the parties during each year of this Agreement shall not exceed the amounts that are established annually pursuant to Section 4.4 herein.
- 7.3 No later than September 1 of each year of this Agreement, the **WRIA 9 ILA Parties** shall adopt a budget, including its overhead and administrative costs, for the following calendar year. The budget shall propose the level of funding and other (e.g., staffing) responsibilities of the individual parties for the following calendar year and shall propose the levels of funding and resources to be allocated to specific prioritized planning and implementation activities within WRIA 9. The Parties shall thereafter take whatever separate legislative or other actions as may be necessary to address such individual responsibilities under the proposed budget, and shall have done so no later than December 1 of each year. Parties may elect to secure grant funding to meet their individual obligations.
- 7.4 Funds collected from the Parties or other sources on behalf of the **WRIA 9 ILA Parties** shall be maintained in a special fund by King County as **Fiscal Agent** and as *ex officio* treasurer on behalf of the **WRIA 9 ILA Parties** pursuant to rules and procedures established and agreed to by the **WRIA 9 ILA Parties**. Such rules and procedures shall set out billing practices and collection procedures and any other procedures as may be necessary to provide for its efficient administration and operation.

7.5 Any Party to this Agreement may inspect and review all records maintained in connection with such fund at any reasonable time.

8. **LATECOMERS.** A county or city government in King County lying wholly or partially within the management area of or with a major interest in WRIA 9 which has not become a Party to this Agreement within twelve (12) months of the effective date of this Agreement may become a Party by obtaining written consent of all the Parties to the Agreement. The provisions of Section 5 herein otherwise governing decisions of the **WRIA 9 ILA Parties** shall not apply to this section. The Parties of the Agreement and any governments seeking to become a Party shall jointly determine the terms and conditions under which a government may become a new Party. The terms and conditions shall include payment of an amount by the new Party to the **WRIA 9 Fiscal Agent**. The amount of payment is determined jointly by the existing **WRIA 9 ILA Parties** and the new Party. The payment of the new Party is to be a fair and proportionate share of all costs associated with activities undertaken by the **WRIA 9 ILA Parties** as of the date the government becomes a new Party. Any government that becomes a Party pursuant to this section shall thereby assume the general rights and responsibilities of all other Parties.

9. **TERMINATION.**

9.1 Termination can only occur on an annual basis, beginning on January 1 of each calendar year, and then only if the terminating Party, through action of its governing body, provides at least sixty (60) days' prior written notice of its intent to terminate. The terminating Party shall remain fully responsible for meeting all of its funding and other obligations through the end of the calendar year in which such notice is given, together with any other costs that may have been incurred on behalf of such terminating Party up to the effective date of such termination. It is possible that the makeup of the Parties to this Agreement may change from time to time. Regardless of any such changes, the Parties choosing not to exercise the right of termination shall each remain obligated to only meet their respective share of the obligations of the **WRIA 9 ILA Parties** as reflected in the annual budget. The shares of any terminating Party shall not be the obligation of any of the Parties not choosing to exercise the right of termination.

9.2 This Agreement may be terminated in its entirety at any time by the written agreement of all of the Parties. In the event this Agreement is terminated all unexpended funds shall be refunded to the Parties pro rata based on each Party's cost share percentage of the total budgeted funds and any real or personal property acquired to carry out the purposes of this Agreement shall be returned to the contributing Party if such Party can be identified, and if the Party cannot be identified, the property shall be disposed of and the proceeds distributed pro rata as described above for unexpended funds.

10. **HOLD HARMLESS AND INDEMNIFICATION.** To the extent permitted by state law as to city and county governments, and federal law as governing to tribes, and for the limited purposes set forth in this Agreement, each Party shall protect, defend, hold harmless and indemnify the other

Parties, their officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in any way resulting from such Party's own negligent acts or omissions related to such Party's participation and obligations under this Agreement. Each Party to this Agreement agrees that its obligations under this subsection extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Parties only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW. In the event that either Party incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from the responsible Party to the extent of that Party's culpability. The provisions of this Section shall survive and continue to be applicable to Parties exercising the right of termination pursuant to Section 9 herein.

11. **NO ASSUMPTION OF LIABILITY.** In no event do the Parties to this Agreement intend to assume any responsibility, risk or liability of any other Party to this Agreement or otherwise with regard to any Party's duties, responsibilities or liabilities under the Endangered Species Act, or any other act, statute, regulation or ordinance of any local municipality or government, the State of Washington, or the United States.
12. **VOLUNTARY AGREEMENT.** This Agreement is voluntary and is acknowledged and agreed that no Party is committing to adopt or implement any actions or recommendations that may be contained in the *Salmon Habitat Plan*.
13. **NO PRECLUSION OF ACTIVITIES OR PROJECTS.** Nothing herein shall preclude any one or more of the Parties from choosing or agreeing to fund or implement any work, activities or projects associated with any of the purposes hereunder by separate agreement or action, provided that any such decision or agreement shall not impose any funding, participation or other obligation of any kind on any Party which is not a party to such decision or agreement.
14. **NO THIRD PARTY RIGHTS.** Nothing contained in this Agreement is intended to, nor shall it be construed to, create any rights in any third party, including without limitation the National Oceanic and Atmospheric Administration - Fisheries, United States Fish and Wildlife Service, any agency or department of the United States, or the State of Washington, or to form the basis for any liability on the part of the *WRIA 9 ILA Parties* or any of the Parties, or their officers, elected officials, agents and employees, to any third party.
15. **AMENDMENTS.** This Agreement may be amended, altered or clarified only by the unanimous consent of the Parties to this Agreement, and requires authorization and approval by each Party's governing body.
16. **COUNTERPARTS.** This Agreement may be executed in counterparts.

17. **APPROVAL BY PARTIES' GOVERNING BODIES.** The governing body of each Party must approve this Agreement before any representative of such Party may sign this Agreement.
18. **FILING OF AGREEMENT.** This Agreement shall be filed by King County in accordance with the provisions of RCW 39.34.040 and .200 and with the terms of Section 3 herein.
19. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement among the Parties, and supersedes all prior negotiations, representations, and agreements, oral or otherwise, regarding the specific terms of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below:

Approved as to form:

CITY OF ALGONA:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF AUBURN:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF BLACK DIAMOND:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF BURIEN:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF COVINGTON:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF DES MOINES:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF ENUMCLAW:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF FEDERAL WAY:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF KENT:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

By: _____

Title: _____

Date: _____

KING COUNTY:

By: _____

Title: _____

Date: _____

Approved as to form:

CITY OF MAPLE VALLEY:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF NORMANDY PARK:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF RENTON:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF SEATAC

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

By: _____

Title: _____

Date: _____

CITY OF SEATTLE:

By: _____

Title: _____

Date: _____

Approved as to form:

CITY OF TACOMA:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF TUKWILA:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A **WRIA Based Cost Share: WRIA 9** **Regional Watershed Funding** **For 2016**

Total: \$424,320

Note: Beginning with the 2017 cost shares, jurisdictional area, population, and assessed value are to be recalculated every three years or if there is a significant annexation per the WRIA 9 interlocal agreement for 2016-2025.

Watershed Ecosystem Forum Approved May 14, 2015

WRIA 9 Jurisdiction	Population (Pop) %	Adjusted Pop	Assessed Value (AV) %	Adjusted AV	Area %	Adjusted Acres	Cost-Share Amount (Average of Pop, AV, Area)*	WRIA 9 Jurisdiction
1 Algona*	0.23%	1,543	0.19%	\$197,378,600	0.16%	363.06	\$784	1 Algona
2 Auburn*	6.06%	40,956	5.06%	\$5,318,451,800	5.67%	12,550.28	\$22,686	2 Auburn
3 Black Diamond	0.61%	4,120	0.57%	\$595,345,385	1.95%	4,308.20	\$4,219	3 Black Diamond
4 Burien	6.51%	44,006	5.10%	\$5,356,038,587	2.86%	6,340.17	\$19,554	4 Burien
5 Covington	2.54%	17,190	1.86%	\$1,954,508,239	1.70%	3,773.03	\$8,252	5 Covington
6 Des Moines	4.30%	29,090	2.66%	\$2,792,105,100	1.78%	3,951.55	\$11,817	6 Des Moines
7 Enumclaw*	0.65%	4,366	0.55%	\$573,979,500	0.62%	1,380.31	\$2,453	7 Enumclaw
8 Federal Way*	9.01%	60,918	5.06%	\$5,316,134,126	3.63%	8,048.27	\$23,925	8 Federal Way
9 Kent*	16.35%	110,605	12.06%	\$12,671,122,513	9.84%	21,781.73	\$51,698	9 Kent
10 King County*	15.04%	101,701	10.66%	\$11,206,469,402	53.44%	118,333.97	\$106,972	10 King County
11 Maple Valley*	1.67%	11,299	1.77%	\$1,863,263,500	1.37%	3,034.15	\$6,507	11 Maple Valley
12 Normandy Park	0.95%	6,435	1.23%	\$1,289,320,500	0.72%	1,593.21	\$3,917	12 Normandy Park
13 Renton*	4.47%	30,221	4.09%	\$4,299,847,610	2.75%	6,096.59	\$15,291	13 Renton
14 SeaTac	3.78%	25,530	2.78%	\$2,918,228,100	1.85%	4,092.51	\$11,354	14 SeaTac
15 Seattle*	25.18%	170,297	42.49%	\$44,654,964,773	9.00%	19,919.60	\$103,624	15 Seattle
16 Tukwila	2.66%	18,000	3.90%	\$4,096,959,014	2.65%	5,867.21	\$12,448	16 Tukwila
	100.0%	676,277	100.0%	\$105,104,116,749	100.0%	221,433.83	\$405,500	SUBTOTAL
								+ Tacoma \$18,820
								\$424,320 TOTAL

NOTES: Cost shares reflect 2009 annexations of North Highline to Burien and Kent NE to Kent. No annexations or incorporations have occurred since these two major annexations.

DATA SOURCES:

- 2007 Puget Sound Regional Council population estimates by census tract
- 2009 King County Assessor's data. Assessed value of parcels owned by Port of Seattle Aviation Division is excluded from the analysis.
- Adjusted Acres excludes the Upper Green River subwatershed from King County's area and excludes Port of Seattle Aviation Division properties (airport and residential buyouts) from Burien, Des Moines, and SeaTac shares.

* Cost share amount is an averaging of the population, assessed value, and area percentage of each jurisdiction within WRIA 9 (% population + % assessed value + % area divided by 3 = Cost Share)

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INTERLOCAL AGREEMENT

For the Green River, Duwamish River, and Central Puget Sound Watersheds
within the geographic planning area of Water Resource Inventory Area 9 (which
includes portions of Water Resource Inventory Areas 8, 10, and 15)

PREAMBLE

THIS AGREEMENT ("Agreement") is entered into pursuant to Chapter 39.34 RCW by and among the eligible county and city governments signing this Agreement that are located in King County or Pierce County, lying wholly or partially within or having a major interest in the Green River, Duwamish River, and Central Puget Sound Watersheds and within the planning and management area of Watershed Resource Inventory Area 9¹, which includes portions of WRIA 8, 10, and 15, ("WRIA 9") all political subdivisions of the State of Washington (individually, for those signing this agreement, "Party", and collectively "Parties");

WHEREAS, the planning and management area of WRIA 9 includes all of the area recognized by the State of Washington as WRIA 9 and portions of WRIA 8, 10, and 15;

WHEREAS, the Parties share interests in and responsibility for addressing long-term watershed planning and conservation of the aquatic ecosystems and floodplains of the Green River, Duwamish River, and Central Puget Sound Watersheds and wish to collectively provide for planning, funding and implementation of various activities and projects therein; and

WHEREAS, the Parties have participated in an Interlocal Agreement for the years 2001-2005 to develop "Making Our Watershed Fit for a King" as approved in 2005 and since amended ("**Salmon Habitat Plan**"), contributed to the federally-approved Puget Sound Salmon Recovery Plan, and desire to continue providing efficient participation in the implementation of such plans; and

WHEREAS, the Parties took formal action in 2005 and 2006 to ratify the **Salmon Habitat Plan**, and

WHEREAS, the Parties have participated in an extension of the 2001-2005 Interlocal Agreement and an Interlocal Agreement for the years 2007-2015 in implementing the **Salmon Habitat Plan**; and

WHEREAS, the Parties have demonstrated in the **Salmon Habitat Plan** that watershed ecosystem services are worth billions of dollars of value to local people in terms of stormwater management, pollution treatment, recreational value, and other expensive and difficult to replace services; and

WHEREAS, the Parties seek information on watershed conditions and salmon conservation and recovery needs to inform local decision-making bodies regarding actions in response to listings under the Endangered Species Act ("ESA"); and

WHEREAS, the Parties have prioritized and contributed resources and funds for implementing projects and programs to protect and restore habitat; and

WHEREAS, the Parties wish to monitor and evaluate implementation of the *Salmon Habitat Plan* through adaptive management; and

WHEREAS, the Parties wish to continue to use adaptive management for identifying, coordinating and implementing basin plans and water quality, flood hazard reduction, water quantity, and habitat projects in the watersheds; and

WHEREAS, the Parties have a strong interest in participating on the Puget Sound Salmon Recovery Council because of the contributions of the Green River, Duwamish River, and Central Puget Sound Watersheds to the overall health of Puget Sound; and

WHEREAS, the Parties have a strong interest in participating on the ~~Lead Entity Advisory Group~~ Washington Salmon Coalition and other groups associated with the Salmon Recovery Funding Board to collectively seek funding to implement the *Salmon Habitat Plan*; and

WHEREAS, the Parties have a strong interest ~~in participating onto implement~~ the Puget Sound Partnership ~~to develop recommendations~~ Action Agenda to restore the Puget Sound to health and sustain that health by 2020; and

WHEREAS, ~~the Parties have a strong interest in participating on the Puget Sound Salmon Recovery Council and other entities associated with Puget Sound salmon recovery and Puget Sound South Central Action Area Caucus Group to collectively seek funding to implement the *Salmon Habitat Plan*; and~~

WHEREAS, ~~the Parties have a strong interest to achieve multiple benefits by integrating salmon recovery planning and actions; and~~

WHEREAS, the Parties recognize that identification of watershed issues, and implementation of salmon conservation and recovery actions may be carried out more efficiently if done cooperatively than if carried out separately and independently; and

WHEREAS, individual Parties are taking separate and independent actions to improve the health of the Green River, Duwamish River, and the Central Puget Sound Watersheds and the overall health of Puget Sound;

NOW, THEREFORE, the Parties hereto do mutually covenant and agree as follows:

MUTUAL CONVENANTS AND AGREEMENTS

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meaning provided for below:

- 1.1 **ELIGIBLE COUNTY AND CITY GOVERNMENTS:** The local governments eligible for participation in this Agreement as parties are King County, and the Cities of Algonia, Auburn, Black Diamond, Burien, Covington, Des Moines, Enumclaw, Federal Way, Kent, Maple Valley, Normandy Park, Renton, SeaTac, Seattle, Tacoma, Tukwila, and any newly incorporated city that lies fully or partially within the boundaries of WRIA 9.

- 1.2 ~~1.2~~ **WRIA 9 WATERSHED FORUM PARTIES:** The ~~WRIA 9 Watershed Forum~~ created herein is Parties to the governing body WRIA 9 Interlocal Agreement are the

Parties who sign this Agreement and are the Parties responsible for implementing this Agreement. The ~~WRIA 9 Watershed~~ Parties to this ILA shall each designate a representative and alternate representative to the WRIA 9 Watershed Ecosystem Forum.

WRIA 9 WATERSHED ECOSYSTEM FORUM: The WRIA 9 Watershed Ecosystem Forum is comprised of designated representatives of eligible governments who have authorized the execution of and become Parties to this Agreement.

~~1-21.3~~ **1.3** ~~WRIA 9 STEERING COMMITTEE:~~ The ~~WRIA 9 Steering Committee~~ referred to herein is the cooperative body comprised of the designated representatives of the WRIA 9 ILA Parties and a balance of ~~stakeholder~~ Stakeholder representatives and any other persons who are deemed by the Parties to this Agreement to be appropriate members for the implementation of the *Salmon Habitat Plan*. The WRIA 9 Watershed Ecosystem Forum shall be an advisory body responsible for making recommendations for implementing the Salmon Habitat Plan including substantive plan amendments recommended as a result of adaptive management or other changed conditions.

~~1-31.4~~ **GREEN/DUWAMISH AND CENTRAL PUGET SOUND WATERSHED WATER RESOURCE INVENTORY AREA 9 SALMON HABITAT PLAN:** The *Green/Duwamish and Central Puget Sound Watershed Water Resource Inventory Area 9 Salmon Habitat Plan (2005 Salmon Habitat Plan or Salmon Habitat Plan)* is the plan developed by the ~~WRIA 9 Steering Committee~~ Watershed Ecosystem Forum and ratified by all of the parties to an interlocal agreement for its development, and implementation. The *Salmon Habitat Plan* recommends actions that should be taken ~~from 2006 through 2015 (ten years)~~ to protect and restore salmon habitat, using an ecosystem approach, in the Green/Duwamish and Central Puget Sound Watersheds. ~~This~~ The *Salmon Habitat Plan* may be amended from time to time according to the procedure in Section 6 herein and approved amendments shall be considered integral parts of the *Salmon Habitat Plan*. Efforts under the *Salmon Habitat Plan* are intended to complement habitat improvements in other parts of Puget Sound and hatchery and harvest actions to recover Puget Sound Chinook salmon, steelhead, and bull trout, and when implemented achieve multiple ecosystem benefits. The *Salmon Habitat Plan* constitutes a chapter of the Puget Sound Salmon Recovery Plan.

~~1-41.5~~ **MANAGEMENT COMMITTEE:** The Management Committee as referred to herein consists of seven (7) elected officials or their designees. The seven ~~elected~~ officials of the *Management Committee* are chosen by the ~~WRIA 9 Watershed Forum~~ ILA Parties, according to the voting procedures in Section 5 herein, charged with certain oversight and administrative duties on the ~~WRIA 9 Watershed Forum's~~ ILA Parties' behalf.

~~1-51.6~~ **SERVICE PROVIDER:** The Service Provider, as used herein, means that agency, government, consultant, or other entity which supplies staffing or other resources to and

for the **WRIA 9 Watershed Forum/ILA Parties**, in exchange for payment. The **Service Provider** may be a Party to this Agreement.

~~1-61.7~~ **FISCAL AGENT:** The **Fiscal Agent** refers to that agency or government ~~whewhich~~ performs all accounting services for the **WRIA 9 Watershed Forum/ILA Parties** as it may require, in accordance with the requirements of Chapter 39.34 RCW.

~~1-71.8~~ **STAKEHOLDERS:** **Stakeholders** refers to those public and private entities within WRIA 9 who reflect the diverse interests integral to implementing the **Salmon Habitat Plan**, ~~whichand~~ may include but is not limited to environmental and business interests.

2. **PURPOSES.** The purposes of this Agreement include the following:

2.1 To provide a mechanism to protect and restore the ecological health of the Green/Duwamish Rivers and Central Puget Sound Watersheds.

2.2 To provide a mechanism, through an annually agreed upon work plan, for implementing and coordinating local efforts to address issues with watershed-wide or basin implications, including but not limited to flood hazard reduction, floodplain management, surface and groundwater quality, water quantity, and habitat.

2.3 To provide information for WRIA 9 ILA Parties to inform land use planning, regulations, environmental programs, education, and enforcement of applicable codes.

~~2-32.4~~ To provide a mechanism and governance and funding structures for jointly implementing the **Salmon Habitat Plan**.

~~2-42.5~~ To develop and take actions on key issues during the implementation of the **Salmon Habitat Plan**.

~~2-52.6~~ To provide a mechanism for cooperative review and implementation of recommended policies and regulations needed for response to listings under the Endangered Species Act.

~~2-62.7~~ To provide a venue for the ongoing participation of citizens and other stakeholders in salmon recovery and other watershed efforts and to ensure continued public outreach efforts to educate and garner support for current and future watershed and Endangered Species Act listed species response efforts by local governments and in accordance with the **Salmon Habitat Plan**.

~~2-72.8~~ To provide a mechanism for securing technical assistance and any available funding from federal, state, and other sources to implement the **Salmon Habitat Plan**.

~~2-82.9~~ To provide a mechanism for implementing other multiple benefit habitat, surface and groundwater quality, water quantity, floodplain management, and flood hazard reduction projects with other local, regional, tribal, state, federal and non-profit funds as may be contributed to or secured by the **WRIA 9 ILA Parties and Watershed Ecosystem Forum**.

~~2-92.10~~ To annually recommend WRIA 9 administrative support, projects, and programs for grant funding by the King Conservation County Flood Control District through the King

~~Conservation~~ District's ~~Forum~~ Cooperative Watershed Management grant program distribution.

~~2.402.11~~ To annually recommend projects for implementation of planning, engineering, permitting and construction tasks for the Green/Duwamish Ecosystem Restoration ~~Projects~~ Project in partnership with the U.S. Army Corps of Engineers.

~~2.142.12~~ To provide a framework for cooperating and coordinating among the Parties on issues relating to WRIA 9 to meet the requirement of a commitment by any Party to participate in WRIA 9 planning and implementation, to prepare or implement a basin plan, or to respond to any state or federal law which may require these actions as a condition of any funding, permitting or other program of state or federal agencies. Participation is at the discretion of such Party to this Agreement.

~~2.122.13~~ To provide a mechanism to approve and support, through resources, and funding from grant sources or other means, implementation of restoration and protection projects and programs.

2.14 To provide a mechanism for on-going monitoring and ~~evaluation~~ adaptive management of the **Salmon Habitat Plan** ~~implementation through adaptive management~~ as defined in the Plan and agreed to by the WRIA 9 ILA Parties and Watershed Ecosystem Forum.

It is not the purpose or intent of this Agreement to create, supplant, preempt or supersede the authority or role of any jurisdiction, governmental entity or water quality policy bodies including the Regional Water Quality Committee.

3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective upon its execution by at least five (5) of the eligible local governments within WRIA 9 representing at least seventy percent (70%) of the affected population within the geographic area of WRIA 9, as authorized by the legislative body of each local government, and further provided that after such signatures this Agreement has been filed by King County in accordance with the terms of RCW 39.34.040 and .200. Once effective, this Agreement shall remain in effect for an initial term of ~~nine (9)~~ ten (10) years; provided, however, that this Agreement may be extended for such additional terms as the Parties may agree to in writing with such extension being effective upon its execution by at least five (5) of the eligible local governments within WRIA 9 representing at least seventy percent (70%) of the affected population within the geographic area of WRIA 9, as authorized by the legislative body of each local government, and further provided that after such signatures this Agreement has been filed by King County in accordance with the terms of RCW 39.34.040 and .200. Such extension shall bind only those Parties executing the extension.

4. **ORGANIZATION AND MEMBERSHIP OF THE WRIA 9 WATERSHED FORUM.** The Parties to this Agreement ~~hereby establish a WRIA 9 Watershed Forum to~~ serve as the formal governance structure for carrying out the purposes of this Agreement. ~~The WRIA 9 Watershed Forum is a voluntary association of the county and city governments located wholly or partially~~

~~within the management area of or having a major interest in WRIA 9 who choose to be Parties to this Agreement.~~

- 4.1 Each Party to this Agreement except Tacoma shall appoint one (1) elected official to serve as its primary representative, and one (1) alternate representative to serve on the **WRIA 9 Watershed Ecosystem Forum**. The alternate representative may be a different elected official or senior staff person. Tacoma's representative shall be the Tacoma Water Superintendent or designee, which designee shall be a senior staff position.
- 4.2 Upon the effective execution of this Agreement and the appointment of representatives to the **WRIA 9 Watershed Ecosystem Forum**, the appointed representatives of the WRIA 9 Watershed Forum ~~ILA Parties~~ shall meet and choose from among its members, according to the provisions of Section 5 herein, seven (7) officials or their designees, to serve as a **Management Committee** to oversee and direct the scope of work, funds, and personnel agreed to and contributed under this Agreement, in accordance with the adopted annual budget and work program and such other directions as may be provided by the **WRIA 9 Watershed Forum** ~~ILA Parties~~. Representatives of the **Fiscal Agent** and **Service Provider** may serve as non-voting ex officio members of the **Management Committee**. The **Management Committee** shall act as the executive subcommittee of the **WRIA 9 Watershed Forum** ~~ILA Parties~~, responsible for oversight and evaluation of any **Service Providers** or consultants, administration of the budget and work plan, and for providing recommendations on administrative matters to the **WRIA 9 Watershed Forum** ~~ILA Parties~~ for action, consistent with other subsections of this section. The appointed representatives of the WRIA 9 Watershed Forum ~~ILA Parties~~ shall consider new appointments or reappointments to the **Management Committee** every two years following its initial appointments.
- 4.3 The services cost-shared under this agreement shall be provided to the **WRIA 9 ILA Parties and the Watershed Ecosystem Forum** by the **Service Provider**, which shall be King County Department of Natural Resources and Parks, unless selected otherwise by the **WRIA 9 Watershed Forum** ~~ILA Parties~~. The **Management Committee** shall prepare a Memorandum of Understanding to be signed by a representative of the **Service Provider**, and ~~a representative~~ the Chair of the **WRIA 9 Watershed Forum**, ~~which~~ Management Committee, and this Memorandum of Understanding shall set out the expectations for services so provided. Services should include, without limitation, identification of and job descriptions for dedicated staff ~~in increments no smaller than 0.5 Full Time Equivalent~~, description of any supervisory role retained by the **Service Provider** over any staff performing services under this Agreement, and a method of regular consultation between the **Service Provider** and the **Management Committee** concerning the performance of services hereunder.

- 4.3.1 A subset of the Parties to this Agreement may purchase and cost share services from the **Service Provider** in addition to the annual cost-shared services agreed to by all Parties pursuant to Section 4.3 herein.
- 4.3.2 The **Management Committee** shall prepare a Memorandum of Understanding to be signed by a representative of the **Service Provider**, and ~~a representative~~the Chair of the ~~WRIA 9 Watershed Forum~~Management Committee, which shall set out the expectations for the additional services ~~seto be~~ provided to the subset of ~~the~~ Parties to this Agreement.
- 4.4 The ~~WRIA 9 Watershed Forum~~ILA Parties by September 1 of each year, shall establish and approve an annual budget that provides for the level of funding and total resource obligations of the Parties for the following calendar year. Such obligations are to be allocated on a proportional basis based on the average of the population, assessed valuation and area attributable to each Party to this Agreement, in accordance with the formula set forth in Exhibit A, which formula and accompanying data shall be updated ~~every third year~~ by the ~~WRIA 9 Watershed Forum~~Management Committee. ~~Individual Party cost shares may change more current data become available frequently than every three years for Parties involved in an annexation that changes the area, population, and assessed value calculation of such Party to the extent that the cost shares established by the formula set forth in Exhibit A would be changed by such annexation.~~ Tacoma's cost share will be determined on an annual basis by the ~~Parties~~Management Committee, and will be included in the annual updates to Exhibit A. The weight accorded Tacoma's vote for weighted voting pursuant to Section 5 herein shall correspond to Tacoma's cost share for each year relative to the cost shares contributed by the other Parties.
- 4.4.1 The level of funding, total resource obligations, and allocation of obligations for those members of the Parties that agree to cost share additional services pursuant to Subsection 4.3.1 herein shall be negotiated and determined by those Parties purchasing the additional services.
- ~~4.4.2~~ The ~~WRIA 9 Watershed Forum~~ILA Parties shall incorporate the negotiated additional cost share and incorporate the services in ~~its~~the annual budget and work plan.
- 4.5 The ~~WRIA 9 Watershed Forum~~ILA Parties shall oversee and administer the expenditure of budgeted funds and shall allocate the utilization of resources contributed by each Party or obtained from other sources in accordance with the approved annual work program.
- 4.6 The ~~WRIA 9 Watershed Forum~~ILA Parties shall review and evaluate the duties to be assigned to the **Management Committee** hereunder and the performance of the **Fiscal Agent** and **Service Provider** to this Agreement, and shall provide for whatever actions

are necessary to ensure that quality services are efficiently, effectively and responsibly delivered in the performance of the purposes of this Agreement. The performance of the **Service Provider** shall be assessed every ~~three years~~year.

4.7 The Parties to the WRIA 9 Watershed Forum Interlocal Agreement may contract with similar watershed forum governing bodies such as the ~~Puget Sound Shared Salmon Strategy and~~ Puget Sound Partnership or any other entities for any lawful purpose related to the purposes provided for in this ~~agreement~~Agreement. The Parties may choose to create a separate legal or administrative entity under applicable state law, including without limitation a nonprofit corporation or general partnership, to accept private gifts, grants or financial contributions, or for any other lawful purpose consistent with the purposes provided for herein.

4.8 The WRIA 9 Watershed Forum ILA Parties shall adopt other rules and procedures that are consistent with its purposes as stated herein and are necessary for its operation.

5. **VOTING.** The WRIA 9 Watershed Forum ILA Parties shall make decisions, approve scopes of work, budgets, priorities, and any other actions necessary to carry out the purposes of this Agreement as follows:

5.1 Decisions shall be made using a consensus model as much as possible. Each Party agrees to use its best efforts and exercise good faith in consensus decision-making. Consensus may be reached by unanimous agreement of the Parties. If unanimous agreement of members cannot be reached then the Parties to this agreement may reach consensus by a majority recommendation with a minority report. Any Party who does not accept a majority decision may request weighted voting as set forth below.

5.2 In the event consensus cannot be achieved, as determined by rules and procedures adopted by the Parties to the WRIA 9 Watershed Forum Interlocal Agreement, the WRIA 9 Watershed Forum ILA Parties shall take action on a dual-majority basis, as follows:

5.2.1 Each Party, through its appointed representative, may cast its weighted vote in connection with a proposed WRIA 9 Watershed Forum action.

5.2.2 The weighted vote of each Party in relation to the weighted votes of each of the other Parties shall be determined by the percentage of the annual contribution made by each Party as set in accordance with Section 4.4 herein in the year in which the vote is taken.

5.2.3 For any action subject to weighted voting to be deemed approved, valid and binding, an affirmative vote must be cast by both a majority of the Parties to this Agreement and by a majority of the weighted votes of the Parties to this Agreement. ~~A vote of abstention shall be recorded as a "no" vote.~~

6. **6. IMPLEMENTATION and ADAPTIVE MANAGEMENT OF THE SALMON HABITAT PLAN.** The *Salmon Habitat Plan* shall be implemented consistent with the following:

- 6.1 The ~~WRIA 9 Steering Committee~~, which shall be appointed by the ~~WRIA 9 Watershed Ecosystem Forum~~, shall be an advisory body responsible for making recommendations for implementing the ~~Salmon Habitat Plan~~ to the ~~WRIA 9 Watershed Forum~~, including substantive plan amendments recommended as a result of adaptive management. The ~~WRIA 9 Steering Committee~~ shall provide information to the ~~WRIA 9 Watershed Forum~~ ILA Parties regarding progress in achieving the goals and objectives of the ~~Salmon Habitat Plan~~. Recommendations of the ~~WRIA 9 Steering Committee~~ Watershed Ecosystem Forum are to be consistent with the purposes of this Agreement. The ~~WRIA 9 Watershed Forum~~ ILA Parties may authorize additional advisory bodies to the ~~WRIA 9 Steering Committee~~ Watershed Ecosystem Forum such as ~~ana technical committee and~~ adaptive management work group. The Watershed Ecosystem Forum shall develop and approve operating and voting procedures for its deliberations, but such procedures do not affect the voting provisions contained in this Agreement for the WRIA 9 ILA Parties.
- 6.2 The ~~WRIA 9 Watershed Forum~~ ILA Parties shall act to approve or remand any substantive changes to the ~~Salmon Habitat Plan~~ based upon recommendations by the ~~WRIA 9 Steering Committee~~ Watershed Ecosystem Forum within ninety (90) days of receipt of the proposed changes, according to the voting procedures of Section 5 herein. In the event that the ~~Salmon Habitat Plan~~ changes are not so approved, the recommended changes shall be returned to the ~~WRIA 9 Steering Committee~~ Watershed Ecosystem Forum for further consideration and amendment and thereafter returned to the ~~WRIA 9 Watershed Forum~~ ILA Parties for decision.
- 6.3 The ~~WRIA 9 Watershed Forum~~ ILA Parties shall determine when ratification is needed of substantive changes to the ~~Salmon Habitat Plan by the Parties.~~ The changes shall be referred to the Parties for ratification prior to the submission to any regional, state, or federal agency for further action. Ratification means an affirmative action, evidenced by a resolution, motion, or ordinance of the local government's legislative body, by at least five Parties representing at least seventy percent (70%) of the total population within the geographic planning and management area of WRIA 9.
- 6.4 Upon remand for consideration of any portion or all of the changes to the Salmon Habitat Plan by any regional, state or federal agency, the ~~WRIA 9 Watershed Forum~~ ILA Parties shall undertake a review for consideration of the remanded ~~portion~~ or changes to the plan. The ~~WRIA 9 Watershed Forum~~ ILA Parties may include further referral to the ~~WRIA 9 Steering Committee~~ Watershed Ecosystem Forum for recommendation or amendments thereto.
- 6.5 The Parties agree that any changes to the ~~Salmon Habitat Plan~~ shall not be forwarded separately by any Party to any regional, state or federal agency unless the changes have been approved and ratified as provided herein.

7. **OBLIGATIONS OF PARTIES; BUDGET; FISCAL AGENT; RULES.**

- 7.1 Each Party shall be responsible for meeting only its individual obligations hereunder as established in the annual budget adopted by the WRIA 9 Watershed Forum ILA Parties under this Agreement, including all such obligations related to the WRIA 9 Watershed Forum ILA Parties and WRIA 9 Steering Committee Watershed Ecosystem Forum funding, technical support and participation in related planning and implementation of projects, and activities as set forth herein. It is anticipated that separate actions by the legislative bodies of the Parties will be necessary from time to time in order to carry out these obligations.
- 7.2 The maximum funding responsibilities imposed upon the parties during each year of this Agreement shall not exceed the amounts that are established annually pursuant to Section 4.4 herein.
- 7.3 No later than September 1 of each year of this Agreement, the WRIA 9 Watershed Forum ILA Parties shall adopt a budget, including its overhead and administrative costs, for the following calendar year. The budget shall propose the level of funding and other (e.g., staffing) responsibilities of the individual parties for the following calendar year and shall propose the levels of funding and resources to be allocated to specific prioritized planning and implementation activities within WRIA 9. The Parties shall thereafter take whatever separate legislative or other actions as may be necessary to address such individual responsibilities under the proposed budget, and shall have done so no later than December 1 of each year. Parties may elect to secure grant funding to meet their individual obligations.
- 7.4 Funds collected from the Parties or other sources on behalf of the WRIA 9 Watershed Forum ILA Parties shall be maintained in a special fund by King County as *Fiscal Agent* and as *ex officio* treasurer on behalf of the WRIA 9 Watershed Forum ILA Parties pursuant to rules and procedures established and agreed to by the WRIA 9 Watershed Forum ILA Parties. Such rules and procedures shall set out billing practices and collection procedures and any other procedures as may be necessary to provide for its efficient administration and operation.
- 7.5 Any Party to this Agreement may inspect and review all records maintained in connection with such fund at any reasonable time.

8. **LATECOMERS.** A county or city government in King County lying wholly or partially within the management area of or with a major interest in WRIA 9 which has not become a Party to this Agreement within twelve (12) months of the effective date of this Agreement may become a Party by obtaining written consent of all the Parties to the Agreement. The provisions of Section 5 herein otherwise governing decisions of the WRIA 9 Watershed Forum ILA Parties shall not apply to this section. The Parties of the Agreement and any governments seeking to become a Party shall jointly determine the terms and conditions under which a government may become a

new Party. The terms and conditions shall include payment of an amount by the new Party to the ~~WRIA 9 Watershed Forum~~ Fiscal Agent. The amount of payment is determined jointly by the existing ~~WRIA 9 ILA Parties~~ of the ~~WRIA 9 Watershed Forum~~ and the new Party. The payment of the new Party is to be a fair and proportionate share of all costs associated with activities undertaken by the ~~WRIA 9 Watershed Forum~~ ILA Parties as of the date the government becomes a new Party. Any government that becomes a Party pursuant to this section shall thereby assume the general rights and responsibilities of all other Parties.

9. **TERMINATION.**

9.1 ~~The obligations of any Party under this Agreement may be terminated by~~ Termination can only occur on an annual basis, beginning on January 1 of each calendar year, and then only if the terminating Party, through action of its governing body, only upon provides at least sixty (60) days' prior written notice of its intent to the other Parties by not later than November 1 for termination effective January 1 of the following year. terminate. The terminating Party shall remain fully responsible for meeting all of its funding and other obligations through the end of the calendar year in which such notice is given, together with any other costs that may have been incurred on behalf of such terminating Party up to the effective date of such termination. It is ~~expected possible~~ that the makeup of the Parties to this Agreement may change from time to time. Regardless of any such changes, the Parties choosing not to exercise the right of termination shall each remain obligated to only meet their respective share of the obligations of the ~~WRIA 9 Watershed Forum~~ ILA Parties as reflected in the annual budget. The shares of any terminating Party shall not be the obligation of any of the Parties not choosing to exercise the right of termination.

9.2 This Agreement may be terminated in its entirety at any time by the written agreement of all of the Parties. In the event this Agreement is terminated all unexpended funds shall be refunded to the Parties pro rata based on each Party's cost share percentage of the total budgeted funds and any real or personal property acquired to carry out the purposes of this Agreement shall be returned to the contributing Party if such Party can be identified, and if the Party cannot be identified, the property shall be disposed of and the proceeds distributed pro rata as described above for unexpended funds.

10. **HOLD HARMLESS AND INDEMNIFICATION.** To the extent permitted by state law as to city and county governments, and federal law as governing to tribes, and for the limited purposes set forth in this Agreement, each Party shall protect, defend, hold harmless and indemnify the other Parties, their officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in any way resulting from such Party's own negligent acts or omissions related to such Party's participation and obligations under this Agreement. Each Party to this Agreement

agrees that its obligations under this subsection extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Parties only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW. In the event that either Party incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from the responsible Party to the extent of that Party's culpability. The provisions of this Section shall survive and continue to be applicable to Parties exercising the right of termination pursuant to Section 9 herein.

11. **NO ASSUMPTION OF LIABILITY.** In no event do the Parties to this Agreement intend to assume any responsibility, risk or liability of any other Party to this Agreement or otherwise with regard to any Party's duties, responsibilities or liabilities under the Endangered Species Act, or any other act, statute, regulation or ordinance of any local municipality or government, the State of Washington, or the United States.
12. **VOLUNTARY AGREEMENT.** This Agreement is voluntary and is acknowledged and agreed that no Party is committing to adopt or implement any actions or recommendations that may be contained in the *Salmon Habitat Plan*.
13. **NO PRECLUSION OF ACTIVITIES OR PROJECTS.** Nothing herein shall preclude any one or more of the Parties from choosing or agreeing to fund or implement any work, activities or projects associated with any of the purposes hereunder by separate agreement or action, provided that any such decision or agreement shall not impose any funding, participation or other obligation of any kind on any Party which is not a party to such decision or agreement.
14. **NO THIRD PARTY RIGHTS.** Nothing contained in this Agreement is intended to, nor shall it be construed to, create any rights in any third party, including without limitation the National Oceanic and Atmospheric Administration - Fisheries, United States Fish and Wildlife Service, any agency or department of the United States, or the State of Washington, or to form the basis for any liability on the part of the *WRIA 9 Watershed Forum/ILA Parties* or any of the Parties, or their officers, elected officials, agents and employees, to any third party.
15. **AMENDMENTS.** This Agreement may be amended, altered or clarified only by the unanimous consent of the Parties to this Agreement, and requires authorization and approval by each Party's governing body.
16. **COUNTERPARTS.** This Agreement may be executed in counterparts.
17. **APPROVAL BY PARTIES' GOVERNING BODIES.** The governing body of each Party must approve this Agreement before any representative of such Party may sign this Agreement.
18. **FILING OF AGREEMENT.** This Agreement shall be filed by King County in accordance with the provisions of RCW 39.34.040 and .200 and with the terms of Section 3 herein.

19. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement among the Parties, and supersedes all prior negotiations, representations, and agreements, oral or otherwise, regarding the specific terms of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below:

Approved as to form:

CITY OF ALGONA:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

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



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



City of Des Moines City Council
April 30, 2015

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

Purpose and Outline

Purpose:

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

I. Watershed geography

II. Salmon recovery timeline

III. Watershed-based recovery plans

IV. Governance/leadership

V. Funding

VI. Accomplishments

VII. Des Moines priorities

VIII. Interlocal agreement renewal next steps

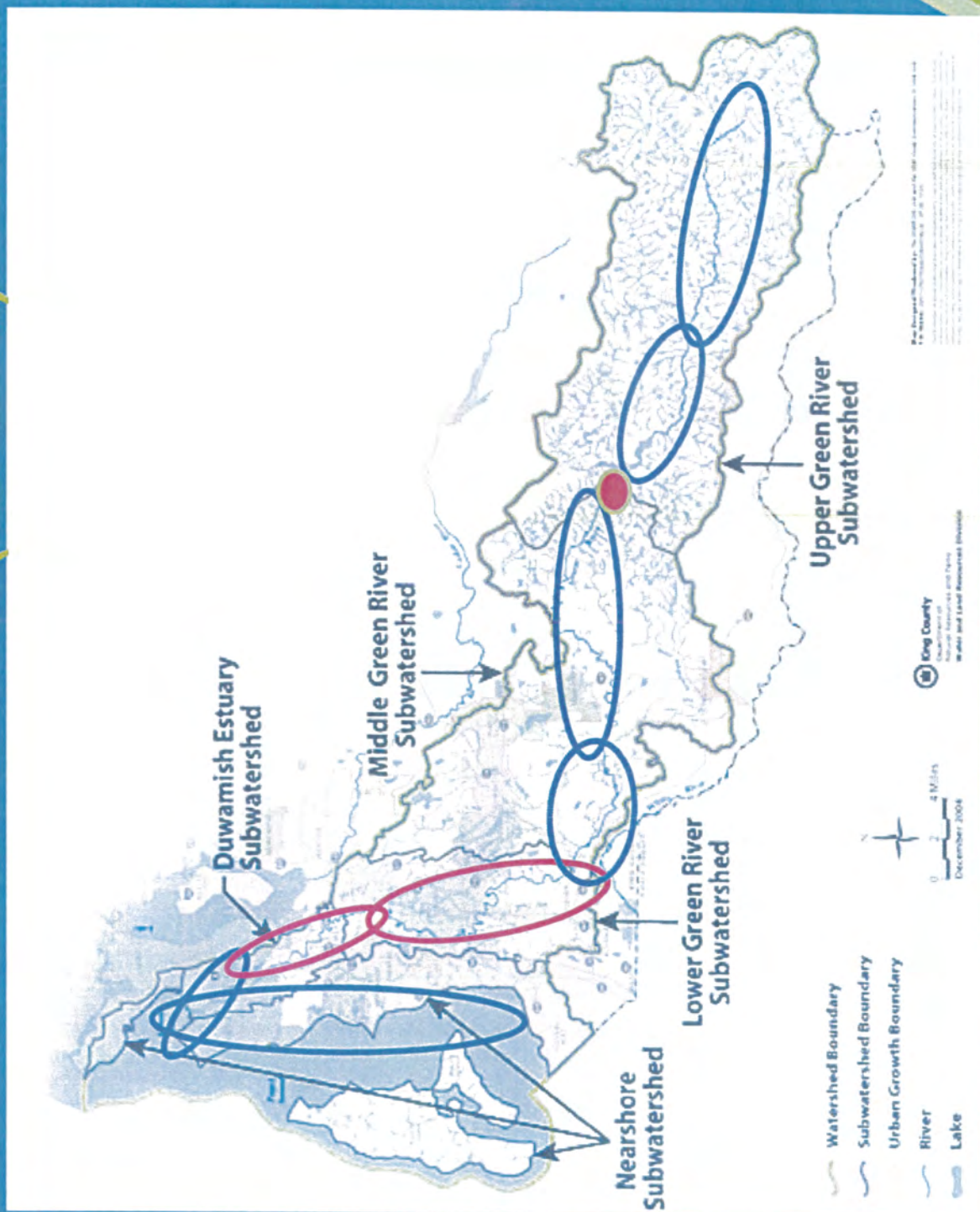


What's a WRIA?

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



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



The Road to Recovery



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



Salmon Recovery Plans: Watersheds as Part of Puget Sound



Governance / Leadership: WRIA 9 Watershed Ecosystem Forum

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



Role of the WRIA 9 Watershed Ecosystem Forum

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



Integrating Other Efforts

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



Funding for Salmon Recovery

WRIA 9 grant rounds allocate \$2.5 million annually

- **State and federal grants:**

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

- **Local funding sources:**

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



Interlocal Agreement Funding

Local government partners share costs of coordination and implementation

Cost share formula: jurisdiction area / population / assessed value

Des Moines cost shares:

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



What have we accomplished?

WRIA 9

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



Des Moines Projects

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



What's Next?

Renewing Interlocal Agreement and Memorandum of Understanding

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



Ongoing Recovery

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

Salmon recovery faces numerous challenges:

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

Local governments working together do make a difference!



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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Des Moines Creek Basin –
Department of Natural Resources Aquatic Lands
Outfall Easement (for High Flow Bypass Pipe)

ATTACHMENTS:

1. Final Draft Easement
2. Des Moines' Evidence of Coverage

FOR AGENDA OF: July 23, 2015

DEPT. OF ORIGIN: Planning, Building &
Public Works

DATE SUBMITTED: July 14, 2015

CLEARANCES:

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

APPROVED BY CITY MANAGER
FOR SUBMITTAL 

Purpose and Recommendation

The purpose of this agenda item is to approve the attached final draft Aquatic Lands Outfall Easement between the members of the Des Moines Creek Basin Committee (the cities of Des Moines and SeaTac and the Port of Seattle) and the State Department of Natural Resources (DNR). In order to continue to use the abandoned Midway Sewer District outfall pipe as a storm water high flow bypass pipe, the Committee must obtain an easement for the segment of the pipe (the terminus) for discharging the flows on DNR lands in Puget Sound. Staff recommends approving the attached easement substantially as submitted. The following motion will appear on the consent calendar:

Suggested Motion

Motion: "I move to approve the final draft Aquatic Lands Outfall Easement No. 51-075748 with the Washington State Department of Natural Resources for the Des Moines Creek Basin high-flow bypass pipe, and further the City Manager to sign said easement substantially in the form as submitted."

Background

Work on the high-flow bypass pipe (a segment around the Midway Sewer District Treatment Plant and a segment south of 200th Street) was completed in September 2007 and construction of Midway Sewer District's new outfall was also completed in 2007. Midway's outfall pipe has since been deeded to the

members of the Des Moines Creek Basin Committee, who have been using the outfall pipe as its high-flow bypass while utilizing Midway's existing lease with DNR. Midway's term for the lease has now expired and the Committee needs to obtain an easement with DNR to continue to use the pipe. The attached easement is for 30 years, beginning July 1, 2015 through June 2045. The Committee has 90 days from July 1 to submit a signed easement to DNR for recording.

Discussion

Use of the easement is reliant on operating the outfall in the manner as described in the regulatory permits that have been obtained by the Committee. This easement is granted to the members of the Des Moines Creek Basin Committee and any use fees or responsibilities will be shared by the Committee members in accordance with the Committee's Interlocal Agreement (ILA). The insurance requirements under Section 10 of the agreement have been met by the Committee members, with insurance covering the City of Des Moines provided by the Washington Cities Insurance Authority (WCIA). WCIA has provided proof of coverage for general liability only with no additional cost to the City (Attachment 2). Other insurance coverage as required by the agreement is being provided through the Port's insurance policy.

Alternatives

No alternative suggested. Should the Committee not obtain an easement with DNR, the Committee would be forced to remove the pipe from DNR lands in accordance with the terms of Midway's lease.

Financial Impact

Any associated costs related to this easement will be shared in accordance with the Committee's ILA. Use fees or other agreement related responsibilities will be charged to the ILA annual operations and maintenance fund account. A yet undetermined administration fee is anticipated per Section 4 of the agreement allowing the State to recover costs incurred in processing and approving the lease.

Recommendation or Conclusion

Staff recommends approving the DNR easement allowing the Committee's critical high-flow bypass pipe to continue to be utilized.

Concurrence

The other Committee members are in the process approving this agreement before the 90 day period ends. The Legal has reviewed the draft agreement and concurs with its approval.

When recorded, return to:
 Don Monaghan, Basin Coordinator
 Des Moines Creek Basin Committee
 6532 117th Place Southeast
 Bellevue, WA 98006



WASHINGTON STATE DEPARTMENT OF
Natural Resources
 Peter Goldmark - Commissioner of Public Lands

AQUATIC LANDS OUTFALL EASEMENT

EASEMENT NO. 51-075748

Grantor: Washington State Department of Natural Resources
 Grantee(s): CITY OF SEATAC, THE CITY OF DES MOINES AND THE PORT OF SEATTLE
 Legal Description: Section 8, Township 22 North, Range 4 East, W.M.
 Assessor's Property Tax Parcel or Account Number: 2009003390
 Assessor's Property Tax Parcel or Account Number for Upland parcel used in conjunction with this Easement: Not Applicable

THIS AGREEMENT is made by and between the STATE OF WASHINGTON, acting through the Department of Natural Resources ("State"), and the CITY OF SEATAC, the CITY OF DES MOINES, and the PORT OF SEATTLE, municipal corporations of the State of Washington, who are members of the Des Moines Creek Basin Committee ("Basin Committee"), as established by that certain Des Moines Creek Restoration Projects Interlocal Agreement, dated June 11, 2004, and as amended from time to time ("Interlocal Agreement"), hereinafter called the "Grantee".

BACKGROUND

Grantee desires to use state-owned aquatic lands located in King County, Washington for the purpose of discharging from a High flow bypass outfall.

State is willing to grant an easement for a term to Grantee in reliance upon Grantee's promises to operate the outfall in compliance with all laws and permits and in the manner as described in Exhibit B.

THEREFORE, the Parties agree as follows:

SECTION 1 GRANT OF EASEMENT

1.1 Easement Defined.

- (a) State grants and conveys to Grantee a nonexclusive easement, subject to the terms and conditions of this agreement, over, upon, and under the real property described in Exhibit A. In this agreement, the term "Easement" means this agreement and the rights granted; the term "Easement Property" means the real property subject to the easement.
- (b) This Easement is subject to all valid interests of third parties noted in the records of King County, or on file in the Office of the Commissioner of Public Lands, Olympia, Washington; rights of the public under the Public Trust Doctrine or federal navigation servitude; and treaty rights of Indian Tribes.
- (c) This Easement does not include any right to harvest, collect or damage any natural resource, including aquatic life or living plants, any water rights, or any mineral rights, including any right to excavate or withdraw sand, gravel, or other valuable materials.

1.2 Survey and Easement Property Descriptions.

- (a) Grantee prepared Exhibit A, which describes the Easement Property. Grantee warrants that Exhibit A is a true and accurate description of the Easement boundaries and the improvements to be constructed or already existing in the Easement area.
- (b) Grantee shall not rely on any written legal descriptions, surveys, plats, or diagrams ("property description") provided by State. Grantee shall not rely on State's approval or acceptance of Exhibit A or any other Grantee-provided property description as affirmation or agreement that Exhibit A or other property description is true and accurate. Grantee's obligation to provide a true and accurate description of the Easement Property boundaries is a material term of this Easement.

1.3 Condition of Easement Property. State makes no representation regarding the condition of the Easement Property, improvements located on the Easement Property, the suitability of the Easement Property for Grantee's Permitted Use, compliance with governmental laws and regulations, availability of utility rights, access to the Easement Property, or the existence of hazardous substances on the Easement Property.

SECTION 2 USE

2.1 Permitted Use. Grantee shall use the Easement Property for a High Flow Bypass Outfall (the "Permitted Use"), and for no other purpose. The Permitted Use is described or shown in detail in Exhibit B.

2.2 Restrictions on Use.

- (a) Grantee shall not cause or permit any damage to natural resources on the Easement Property or adjacent state-owned aquatic lands, regardless of whether the damages are a direct or indirect result of the Permitted Use.
- (b) Unless approved by State in writing, Grantee shall not cause or permit any filling activity to occur on the Easement Property or adjacent state-owned aquatic land. This prohibition includes any deposit of rock, earth, ballast, wood waste, refuse, garbage, waste matter (including chemical, biological, or toxic wastes), hydrocarbons, any other pollutants, or other matter.
- (c) Grantee shall neither commit nor allow waste to be committed to or on the Easement Property or adjacent state-owned aquatic land.
- (d) Failure to Comply with Restrictions on Use.
 - (1) Grantee's failure to comply with the restrictions on use under this Subsection 2.2 is a breach subject to Subsection 14.1. Grantee shall cure the breach by taking all steps necessary to remedy the failure and restore the Easement Property and adjacent state-owned aquatic lands to the condition before the failure occurred within the time for cure provided in Subsection 14.1. Additionally, Grantee shall mitigate environmental damages in accordance with Paragraph 2.2(d)(3).
 - (2) If Grantee fails to cure the default in the manner described in this Paragraph 2.2(d), State may terminate in accordance with Subsection 14.1. In addition, the State may (1) restore the Easement Property and adjacent state-owned aquatic lands and charge Grantee remedial costs and/or (2) charge Grantee environmental damages. Upon demand by State, Grantee shall pay all remedial costs and environmental damages.
 - (3) Mitigation of Environmental Damages
 - (i) Grantee shall prepare a written plan, subject to State's approval, incorporating measures to (1) eliminate or minimize future impacts to natural resources, (2) replace unavoidable lost or damaged natural resource values, and (3) monitor and report on plan implementation. Grantee shall implement the plan upon State's approval.
 - (ii) Grantee shall compensate State in accordance with Subsection 5.4 for lost or damaged resource values that are not replaceable.
 - (iii) If a regulatory authority requires Grantee to provide mitigation on state-owned aquatic lands, Grantee shall coordinate the proposed mitigation activities with state and obtain an appropriate use authorization prior to commencement of activities.

- (e) State's failure to notify Grantee of Grantee's failure to comply with all or any of the restrictions set out in this Subsection 2.2 does not constitute a waiver of any remedies available to State.
- (f) This Section 2.2 does not limit Grantee's liability under Section 8, below.

2.3 Conformance with Laws. Grantee shall keep current and comply with all conditions and terms of any permits, licenses, certificates, regulations, ordinances, statutes, and other government rules and regulations regarding its use of the Easement Property.

2.4 Liens and Encumbrances. Grantee shall keep the Easement Property free and clear of any liens and encumbrances arising out of or relating to its use of the Easement Property, unless expressly authorized by State in writing.

2.5 Interference with Other Uses.

- (a) Grantee shall exercise Grantee's rights under this Easement in a manner that minimizes or avoids interference with the rights of State, the public or others with valid right to use or occupy the Easement Property or surrounding lands and water.
- (b) To the fullest extent reasonably possible, Grantee shall place and construct Improvements in a manner that allows unobstructed movement in and on the waters above and around the Easement Property.
- (c) Except in an emergency, Grantee shall provide State with written notice of construction or other significant activity on Easement Property at least thirty (30) days in advance. "Significant Activity" means any activity that may affect use or enjoyment by the State, public, or others with valid rights to use or occupy the Easement Property or surrounding lands and water.
- (d) Grantee shall mark the location of any hazards associated with the Permitted Use and any Improvements in a manner that ensures reasonable notice to the public.

2.6 Amendment Upon Change of Permit Status. State reserves the right to amend the terms and conditions of this Easement whenever any regulatory authority modifies a permit in a manner affecting the provisions of this Easement.

SECTION 3 TERM

3.1 Term Defined. The term of this Easement is 30 (Thirty) years (the "Term"), beginning on the 1st day of July, 2015 (the "Commencement Date"), and ending on the 30th day of June, 2045 (the "Termination Date"), unless terminated sooner under the terms of this Easement.

3.2 Renewal of the Easement.

- (a) This Easement does not provide a right of renewal. Grantee may apply for a new Easement, which State has discretion to grant subject to requirements in Paragraph 3.2(b.) Grantee must apply for a new Easement at least one (1) year

prior to Termination Date and State will respond with denial or consent within ninety (90) days.

- (b) Reduction of Discharge on State-Owned Aquatic Lands.
 - (1) Grantee warrants that Grantee considered alternatives to minimize impact of discharge as summarized in Exhibit B.

3.3 End of Term.

- (a) Upon the expiration or termination of this Easement, Grantee shall remove Improvements in accordance with Section 7, Improvements, and surrender the Easement Property to State restored to a condition substantially like its natural state before construction and operation of the outfall.
- (b) If Easement Property does not meet the condition described in Paragraph 3.3(a), the following provisions apply.
 - (1) State shall provide Grantee a reasonable time to take all steps necessary to remedy the condition of the Easement Property. State may require Grantee to enter into a right of entry or other use authorization prior to the Grantee entering the Easement Property to remedy any breach of this Subsection 3.3.
 - (2) If Grantee fails to remedy the condition of the Easement Property in a timely manner, State may take any steps reasonably necessary to remedy Grantee's failure. Upon demand by State, Grantee shall pay all costs of such remedial action, including but not limited to the costs of removing and disposing of any material deposited improperly on the Easement Property, lost revenue resulting from the condition of the Easement Property prior to and during remedial action, and any administrative costs associated with the remedial action.

SECTION 4 FEES

4.1 Fee. For the Term, Grantee shall pay to State an administrative fee calculated in accordance with RCW 79.110.230(1) payable on or before the Commencement Date. Any payment not paid by State's close of business on the date due is past due.

4.2 Payment Place. Grantee shall make payment to Financial Management Division, 1111 Washington St SE, PO Box 47041, Olympia, WA 98504-7041.

SECTION 5 OTHER EXPENSES

5.1 Utilities. Grantee shall pay all fees charged for utilities in connection with the use of the Easement Property.

5.2 Taxes and Assessments. Grantee shall pay all taxes, assessments, and other governmental charges, of any kind whatsoever, applicable or attributable to the Easement and the Permitted Use.

5.3 Failure to Pay. If Grantee fails to pay any of the amounts due under this Easement, State may pay the amount due, and recover its cost in accordance with Section 6.

5.4 Environmental Damages.

- (a) If required to mitigate for environmental damage under Paragraph 2.2(d)(3)(ii), Grantee shall compensate State for lost or damaged resource values upon State's demand. The value of damages shall be determined in accordance with Paragraph 5.4(b).
- (b) Unless the Parties otherwise agree on the value, a three-member panel of appraisers will determine the measure of lost or damaged resource values. The appraisers shall be qualified to assess economic value of natural resources. State and Grantee each shall appoint and compensate one member of the panel. By consensus, the two appointed members shall select the third member, who will be compensated by State and Grantee equally. The panel shall base the calculation of damages on generally accepted valuation principles. The written decision of the majority of the panel shall bind the Parties.

SECTION 6 LATE PAYMENTS AND OTHER CHARGES

6.1 Late Charge. If State does not receive any payment within ten (10) days of the date due, Grantee shall pay to State a late charge equal to four percent (4%) of the amount of the payment or Fifty Dollars (\$50), whichever is greater, to defray the overhead expenses of State incident to the delay.

6.2 Interest Penalty for Past Due Fees and Other Sums Owed.

- (a) Grantee shall pay interest on the past due fees at the rate of one percent (1%) per month until paid, in addition to paying the late charges determined under Subsection 6.1, above.
- (b) If State pays or advances any amounts for or on behalf of Grantee, Grantee shall reimburse State for the amount paid or advanced and shall pay interest on that amount at the rate of one percent (1%) per month from the date State notifies Grantee of the payment or advance. This includes, but is not limited to taxes, assessments, insurance premiums, costs of removal and disposal of unauthorized materials pursuant to Subsection 2.2 above, costs of removal and disposal of improvements pursuant to Section 7 below, or other amounts not paid when due.

6.3 Referral to Collection Agency and Collection Agency Fees. If State does not receive payment within thirty (30) days of the due date, State may refer the unpaid amount to a collection agency as provided by RCW 19.16.500 or other applicable law. Upon referral, Grantee shall pay collection agency fees in addition to the unpaid amount.

6.4 No Accord and Satisfaction. If Grantee pays, or State otherwise receives, an amount less than the full amount then due, State may apply such payment as it elects. No endorsement or statement on any check, any payment, or any letter accompanying any check or payment constitutes accord and satisfaction.

SECTION 7 IMPROVEMENTS

7.1 Improvements Defined.

- (a) "Improvements," consistent with RCW 79.105 through 79.145, are additions within, upon, or attached to the land. This includes, but is not limited to, structures and fixtures.
- (b) "Personal Property" means items that can be removed from the Easement Property without (1) injury to the Easement Property, adjacent state-owned lands or Improvements or (2) diminishing the value or utility of the Easement Property, adjacent state-owned lands or Improvements.
- (c) "State-Owned Improvements" are Improvements made or owned by State. State-Owned Improvements includes any construction, alteration, or addition to State-Owned Improvements made by Grantee.
- (d) "Grantee-Owned Improvements" are Improvements made by Grantee with State's consent.
- (e) "Unauthorized Improvements" are Improvements made on the Easement Property without State's prior consent or Improvements made by Grantee that do not conform with plans submitted to and approved by the State.
- (f) "Improvements Owned by Others" are Improvements made by Others with a right to occupy or use the Easement Property or adjacent state-owned lands.

7.2 Existing Improvements. On the Commencement Date, the following Improvements are located on the Easement Property: High flow bypass outfall. The Improvements are Grantee-Owned Improvements.

7.3 Construction, Major Repair, Modification, and Demolition.

- (a) This Subsection 7.3 governs construction, alteration, replacement, major repair, modification alteration, demolition and deconstruction of Improvements ("Work"). Section 11 governs routine maintenance and minor repair of Improvements and Easement Property.
- (b) Except in an emergency, Grantee shall not conduct any Work without State's prior written consent, as follows:
 - (1) State may deny consent if State determines that denial is in the best interests of the State. State may impose additional conditions reasonably intended to protect and preserve the Easement Property. If Work is for removal of Improvements at End of Term, State may waive removal of any or all Improvements.

- (2) Except in an emergency, Grantee shall submit to State plans and specifications describing the proposed Work at least sixty (60) days before submitting permit applications to regulatory authorities unless Grantee and State otherwise agree to coordinate permit applications. At a minimum or if no permits are necessary, Grantee shall submit plans and specifications at least ninety (90) days before commencement of Work.
 - (3) State waives the requirement for consent if State does not notify Grantee of its grant or denial of consent within sixty (60) days of submittal.
- (c) Grantee shall notify State of emergency Work within five (5) business days of the start of such Work. Upon State's request, Grantee shall provide State with plans and specifications or as-builts of emergency Work.
- (d) Grantee shall not commence or authorize Work until Grantee has:
 - (1) Obtained a performance and payment bond in an amount equal to one hundred twenty-five percent (125%) of the estimated cost of construction. Grantee shall maintain the performance and payment bond until Grantee pays in full the costs of the Work, including all laborers and material persons.
 - (2) Obtained all required permits.
 - (3) Provided notice of Significant Activity in accordance with Paragraph 2.5(c).
- (e) Grantee shall preserve and protect Improvements Owned by Others, if any
- (f) Grantee shall preserve all legal land subdivision survey markers and witness objects ("Markers.") If disturbance of a Marker will be a necessary consequence of Grantee's construction, Grantee shall reference and/or replace the Marker in accordance with all applicable laws and regulations current at the time, including, but not limited to Chapter 58.24 RCW. At Grantee's expense, Grantee shall retain a registered professional engineer or licensed land surveyor to reestablish destroyed or disturbed Markers in accordance with U.S. General Land Office standards.
- (g) Before completing Work, Grantee shall remove all debris and restore the Easement Property, as nearly as possible, to its natural condition before the Work began. If Work is intended for removal of Improvements at End of Term, Grantee shall restore the Easement Property in accordance with Subsection 3.3, End of Term.
- (h) Upon completing work, Grantee shall promptly provide State with as-built plans and specifications.
- (i) State shall not charge rent for authorized Improvements installed by Grantee during this Term of this Easement, but State may charge rent for such Improvements when and if the Grantee or successor obtains a subsequent use authorization for the Easement Property and State has waived the requirement for Improvements to be removed as provided in Subsection 7.4.

7.4 Grantee-Owned Improvements at End of Easement.

(a) Disposition

- (1) Grantee shall remove Grantee-Owned Improvements in accordance with Subsection 7.3 upon the expiration, termination, or cancellation of the Easement unless State waives the requirement for removal or State determines that abandonment of Improvements is in the best interests of State.
- (2) Grantee-Owned Improvements remaining on the Easement Property on the expiration, termination or cancellation date become State-Owned Improvements without payment by State, unless State elects otherwise. State may refuse or waive ownership.
- (3) If Grantee-Owned Improvements remain on the Easement Property after the expiration, termination, or cancellation date without State's consent, State may remove all Improvements and Grantee shall pay the costs of removal and disposal.

(b) Determination of Removal or Abandonment.

- (1) State may waive removal of any or all Grantee-Owned Improvements whenever State determines that it is in the best interests of the State. State will consider it in the best interests of the State to waive removal where abandonment is less detrimental than removal to the long term use and management of state-owned lands and resources.
- (2) If Grantee renews the Easement or enters into a new Easement, State may waive requirement to remove Grantee-Owned Improvements. State also may consent to Grantee's continued ownership of Grantee-Owned Improvements.
- (3) If Grantee does not renew the Easement or enter into a new Easement, State and Grantee shall coordinate removal or abandonment as follows:
 - (i) Grantee must notify State at least one (1) year before the Termination Date of its proposal to either leave or remove Grantee-Owned Improvements.
 - (ii) State, within ninety (90) days, will notify Grantee whether State (1) does not waive removal or (2) consents to abandonment.

(c) Grantee's Obligations if State Consents to Abandonment.

- (1) Grantee shall conduct Work necessary for abandonment in accordance with Subsection 7.3.
- (2) The submittal of plans and specifications shall identify means for plugging pipelines and notifying public of abandoned Improvements.

(d) Grantee's Obligations if State Waives Removal.

- (1) Grantee shall not remove Improvements if State waives the requirement for removal of any or all Grantee-Owned Improvements.
- (2) Grantee shall maintain such Improvements in accordance with this Easement until the expiration, termination, or cancellation date. Grantee is liable to State for cost of repair if Grantee causes or allows damage to Improvements State has designated to remain.

7.5 Disposition of Unauthorized Improvements.

- (a) Unauthorized Improvements belong to State, unless State elects otherwise.
- (b) State may either:
 - (1) Consent to Grantee ownership of the Improvements, or
 - (2) Charge use and occupancy fee in accordance with RCW 79.105.200 of the Improvements from the time of installation or construction and
 - (i) Require Grantee to remove the Improvements in accordance with Subsection 7.3, in which case Grantee shall pay use and occupancy fee for the Improvements until removal,
 - (ii) Consent to Improvements remaining and Grantee shall pay use and occupancy fee for the use of the Improvements, or
 - (iii) Remove Improvements and Grantee shall pay for the cost of removal and disposal, in which case Grantee shall pay use and occupancy fee for use of the Improvements until removal and disposal.

7.6 Disposition of Personal Property.

- (a) Grantee retains ownership of Personal Property unless Grantee and State agree otherwise in writing.
- (b) Grantee shall remove Personal Property from the Easement Property by the Termination Date. Grantee is liable for any damage to the Easement Property and to any Improvements that may result from removal of Personal Property.
- (c) State may sell or dispose of all Personal Property left on the Easement Property after the Termination Date.
 - (1) If State conducts a sale of Personal Property, State shall apply proceeds first to the State's administrative costs in conducting the sale, second to payment of amount that then may be due from the Grantee to the State, and State shall pay the remainder, if any, to the Grantee.
 - (2) If State disposes of Personal Property, Grantee shall pay for the cost of removal and disposal.

SECTION 8 ENVIRONMENTAL LIABILITY/RISK ALLOCATION

8.1 Definitions.

- (a) "Hazardous Substance" means any substance that now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination, pollution, or cleanup, including, but not limited to, the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. 6901 *et seq.*, as amended; Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9601 *et seq.*, as amended; Washington's Model Toxics Control Act ("MTCA"), Chapter 70.105 RCW, as amended; and Washington's Sediment Management Standards, WAC Chapter 173-204.

- (b) “Release or threatened release of Hazardous Substance” means a release or threatened release as defined under any law described in Paragraph 8.1(a) or any similar event defined under any such law.
- (c) “Utmost care” means such a degree of care as would be exercised by a very careful, prudent, and competent person under the same or similar circumstances; the standard of care established under MTCA, RCW 70.105D.040.

8.2 General Conditions.

- (a) Grantee’s obligations under this Section 8 extend to the area in, on, under, or above:
 - (1) The Easement Property and
 - (2) Adjacent state-owned aquatic lands where a release or the presence of Hazardous Substances may arise from Grantee’s use of the Easement Property.
- (b) Standard of Care.
 - (1) Grantee shall exercise the utmost care with respect to Hazardous Substances.
 - (2) In relation to the Permitted Use, Grantee shall exercise utmost care for the foreseeable acts or omissions of third parties with respect to Hazardous Substances, and the foreseeable consequences of those acts or omissions, to the extent required to establish a viable, third-party defense under the law, including – but not limited to – RCW 70.105D.040.

8.3 Current Conditions and Duty to Investigate.

- (a) State makes no representation about the condition of the Easement Property. Hazardous Substances may exist in, on, under, or above the Easement Property or adjacent state-owned lands.
- (b) This Easement does not impose a duty on State to conduct investigations or supply information to Grantee about Hazardous Substances.
- (c) Grantee is responsible for conducting all appropriate inquiry and gathering sufficient information concerning the Easement Property and the existence, scope, and location of any Hazardous Substances on the Easement Property or on adjacent lands that allows Grantee to meet Grantee’s obligations under this Easement.

8.4 Use of Hazardous Substances.

- (a) Grantee, its, contractors, agents, employees, guests, invitees, or affiliates shall not use, store, generate, process, transport, handle, release, or dispose of Hazardous Substances, except in accordance with all applicable laws.
- (b) Grantee shall not undertake, or allow others to undertake by Grantee’s permission, acquiescence, or failure to act, activities that:
 - (1) Result in a release or threatened release of Hazardous Substances, or
 - (2) Cause, contribute to, or exacerbate any contamination exceeding regulatory cleanup standards whether the regulatory authority requires cleanup before, during, or after Grantee’s use of the Easement Property.

- (c) If use of Hazardous Substance related to the Permitted Use results in a violation of an applicable law:
 - (1) Grantee shall submit to State any plans for remedying the violation, and
 - (2) State may require remedial measures in addition to remedial measures required by regulatory authorities.

8.5 Management of Contamination.

- (a) Grantee shall not undertake activities that:
 - (1) Damage or interfere with the operation of remedial or restoration activities;
 - (2) Result in human or environmental exposure to contaminated sediments;
 - (3) Result in the mechanical or chemical disturbance of on-site habitat mitigation.
- (b) Grantee shall not interfere with access by:
 - (1) Employees and authorized agents of the Environmental Protection Agency, the Washington State Department of Ecology, health department, or other similar environmental agencies; and
 - (2) Potentially liable or responsible parties who are the subject of an order or consent decree that requires access to the Easement Property. Grantee may negotiate an access agreement with such parties, but Grantee may not unreasonably withhold such agreement.

8.6 Notification and Reporting.

- (a) Grantee shall immediately notify State if Grantee becomes aware of any of the following:
 - (1) A release or threatened release of Hazardous Substances;
 - (2) Any new discovery of or new information about a problem or liability related to, or derived from, the presence of any Hazardous Substance;
 - (3) Any lien or action arising from the foregoing;
 - (4) Any actual or alleged violation of any federal, state, or local statute, ordinance, rule, regulation, or other law pertaining to Hazardous Substances;
 - (5) Any notification from the US Environmental Protection Agency (EPA) or the Washington State Department of Ecology (DOE) that remediation or removal of Hazardous Substances is or may be required at the Easement Property.
- (b) Grantee's duty to report under Paragraph 8.6(a) extends to the Easement Property, adjacent state-owned aquatic lands where a release or the presence of Hazardous Substances could arise from the Grantee's use of the Easement Property, and any other property used by Grantee in conjunction with Grantee's use of the Easement Property where a release or the presence of Hazardous Substances on the other property would affect the Easement Property.
- (c) Grantee shall provide State with copies of all documents concerning environmental issues associated with the Easement Property, and submitted by Grantee to any federal, state or local authorities. Documents subject to this

requirement include, but are not limited to, applications, reports, studies, or audits for National Pollution Discharge and Elimination System Permits (NPDES); Army Corps of Engineers permits; State Hydraulic Project Approvals (HPA); State Water Quality certification; Substantial Development permit; and any reporting necessary for the existence, location, and storage of Hazardous Substances on the Easement Property.

8.7 Indemnification.

- (a) "Liabilities" as used in this Subsection 8.7 means any claims, demands, proceedings, lawsuits, damages, costs, expenses, fees (including attorneys' fees and disbursements), penalties, or judgments.
- (b) Grantee shall fully indemnify, defend, and hold State harmless from and against any Liabilities that arise out of, or relate to:
 - (1) The use, storage, generation, processing, transportation, handling, or disposal of any Hazardous Substance by Grantee, its contractors, agents, invitees, guests, employees, affiliates, licensees, or permittees occurring anytime Grantee uses or has used the Easement Property;
 - (2) The release or threatened release of any Hazardous Substance, or the exacerbation of any Hazardous Substance contamination resulting from any act or omission of Grantee, its contractors, agents, employees, guests, invitees, or affiliates occurring anytime Grantee uses or has used the Easement Property.
- (c) Grantee shall fully indemnify, defend, and hold State harmless for any Liabilities that arise out of or relate to Grantee's breach of obligations under Subsection 8.5.
- (d) Third Parties.
 - (1) Grantee has no duty to indemnify State for acts or omissions of third parties unless Grantee fails to exercise the standard of care required by Paragraph 8.2(b)(2). Grantee's third-party indemnification duty arises under the conditions described in Subparagraph 8.7(d)(2).
 - (2) If an administrative or legal proceeding arising from a release or threatened release of Hazardous Substances finds or holds that Grantee failed to exercise care as described in Subparagraph 8.7(d)(1), Grantee shall fully indemnify, defend, and hold State harmless from and against any liabilities arising from the acts or omissions of third parties in relation to the release or threatened release of Hazardous Substances. This includes any liabilities arising before the finding or holding in the proceeding.
- (e) Grantee is obligated to indemnify under the Subsection 8.7 regardless of whether a permit or license authorizes the discharge or release of Hazardous Substances.

8.8 Reservation of Rights.

- (a) For any environmental liabilities not covered by the indemnification provisions of Subsection 8.7, the Parties expressly reserve and do not waive or relinquish any rights, claims, immunities, causes of action, or defenses relating to the presence,

release, or threatened release of Hazardous Substances that either Party may have against the other under law.

- (b) This Easement affects no right, claim, immunity, or defense either Party may have against third parties, and the Parties expressly reserve all such rights, claims, immunities, and defenses.
- (c) The provisions under this Section 8 do not benefit, or create rights for, third parties.
- (d) The allocations of risks, liabilities, and responsibilities set forth above do not release either Party from, or affect the liability of either Party for, claims or actions by federal, state, or local regulatory agencies concerning Hazardous Substances.

8.9 Cleanup.

- (a) If Grantee's act, omission, or breach of obligation under Subsection 8.4 results in a release of Hazardous Substances, Grantee shall, at Grantee's sole expense, promptly take all actions necessary or advisable to clean up the Hazardous Substances in accordance with applicable law. Cleanup actions include, without limitation, removal, containment, and remedial actions.
- (b) Grantee's obligation to undertake a cleanup under Section 8 is limited to those instances where the Hazardous Substances exist in amounts that exceed the threshold limits of any applicable regulatory cleanup standards.
- (c) At the State's discretion, Grantee may undertake a cleanup of the Easement Property pursuant to the Washington State Department of Ecology's Voluntary Cleanup Program, provided that Grantee cooperates with the Department of Natural Resources in development of cleanup plans. Grantee shall not proceed with Voluntary Cleanup without Department of Natural Resources approval of final plans. Nothing in the operation of this provision is an agreement by Department of Natural Resources that the Voluntary Cleanup complies with any laws or with the provisions of this Easement. Grantee's completion of a Voluntary Cleanup is not a release from or waiver of any obligation for Hazardous Substances under this Easement.

8.10 Sampling by State, Reimbursement, and Split Samples.

- (a) Grantee shall conduct sediment sampling, if required, in accordance with Exhibit B.
- (b) State may conduct sampling, tests, audits, surveys, or investigations ("Tests") of the Easement Property at any time to determine the existence, scope, or effects of Hazardous Substances.
- (c) If such Tests, along with any other information, demonstrate the existence, release, or threatened release of Hazardous Substances arising out of any action, inaction, or event described or referred to in Subsection 8.4, above, Grantee shall promptly reimburse State for all costs associated with such Tests.
- (d) State shall not seek reimbursement for any Tests under this Subsection 8.10 unless State provides Grantee written notice of its intent to conduct any Tests at least thirty (30) calendar days prior to undertaking such Tests, except when such

Tests are in response to an emergency. Grantee shall reimburse State for Tests performed in response to an emergency if State has provided such notice as is reasonably practical.

- (e) Grantee is entitled to obtain split samples of any Test samples obtained by State, but only if Grantee provides State with written notice requesting such samples within twenty (20) calendar days of the date of Grantee's receipt of notice of State's intent to conduct any non-emergency Tests. Grantee solely shall bear the additional cost, if any, of split samples. Grantee shall reimburse State for any additional costs caused by split sampling within thirty (30) calendar days after State sends Grantee a bill with documentation for such costs.
- (f) Within sixty (60) calendar days of a written request (unless otherwise required pursuant to Paragraph 8.6(c), above), either Party to this Easement shall provide the other Party with validated final data, quality assurance/quality control information, and chain of custody information, associated with any Tests of the Easement Property performed by or on behalf of State or Grantee. There is no obligation to provide any analytical summaries or the work product of experts.

SECTION 9 ASSIGNMENT

Grantee shall not assign any part of Grantee's interest in this Easement or the Easement Property or grant any rights or franchises to third parties without State's prior written consent, which State shall not unreasonably condition or withhold. State reserves the right to reasonably change the terms and conditions of this Easement upon State's consent to assignment.

SECTION 10 INDEMNITY, FINANCIAL SECURITY, INSURANCE

10.1 Indemnity. Each Party is responsible for the actions and inactions of itself and its own officers, employees, and agents acting within the scope of their authority.

10.2 Insurance Terms.

- (a) Insurance Required.
 - (1) Alternative for Self-Insured. Grantee certifies that it is self-insured for all the liability exposures, its self-insurance plan satisfies all State requirements, and its self-insurance plan provides coverage equal to that required in this Subsection 10.2 and by Subsection 10.3, Insurance Types and Limits. Grantee shall provide to State evidence of its status as a self-insured entity. Upon request by State, Grantee shall provide a written description of its financial condition and/or the self-insured funding mechanism. Grantee shall provide State with at least thirty (30) days' written notice prior to any material changes to Grantee's self-insured funding mechanism.

- (2) Unless State agrees to an exception, Grantee shall provide insurance issued by an insurance company or companies admitted to do business in the State of Washington and have a rating of A- or better by the most recently published edition of Best's Reports. Grantee may submit a request to the risk manager for the Department of Natural Resources for an exception to this requirement. If an insurer is not admitted, the insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.
 - (3) The State of Washington, the Department of Natural Resources, its elected and appointed officials, agents, and employees must be named as an additional insured on all general liability, excess, umbrella, property, builder's risk, and pollution legal liability insurance policies.
 - (4) All insurance provided in compliance with this Easement must be primary as to any other insurance or self-insurance programs afforded to or maintained by State.
- (b) Waiver.
 - (1) Grantee waives all rights against State for recovery of damages to the extent insurance maintained pursuant to this Easement covers these damages.
 - (2) Except as prohibited by law, Grantee waives all rights of subrogation against State for recovery of damages to the extent that they are covered by insurance maintained pursuant to this Easement.
- (c) Proof of Insurance.
 - (1) Grantee shall provide State with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with insurance requirements specified in this Easement and, if requested, copies of policies to State.
 - (2) The certificate(s) of insurance must reference additional insureds and the Easement number.
 - (3) Receipt of such certificates or policies by State does not constitute approval by State of the terms of such policies.
- (d) State must receive written notice before cancellation or non-renewal of any insurance required by this Easement, in accordance with the following:
 - (1) Insurers subject to RCW 48.18 (admitted and regulated by the Insurance Commissioner): If cancellation is due to non-payment of premium, provide State ten (10) days' advance notice of cancellation; otherwise, provide State forty-five (45) days' advance notice of cancellation or non-renewal.
 - (2) Insurers subject to RCW 48.15 (surplus lines): If cancellation is due to non-payment of premium, provide State ten (10) days' advance notice of cancellation; otherwise, provide State thirty (30) days' advance notice of cancellation or non-renewal.
- (e) Adjustments in Insurance Coverage.
 - (1) State may impose changes in the limits of liability for all types of insurance as State deems necessary.

- (2) Grantee shall secure new or modified insurance coverage within thirty (30) days after State requires changes in the limits of liability.
- (f) If Grantee fails to procure and maintain the insurance described above within fifteen (15) days after Grantee receives a notice to comply from State, State may either:
 - (1) Deem the failure an Event of Default under Section 14, or
 - (2) Procure and maintain comparable substitute insurance and pay the premiums. Upon demand, Grantee shall pay to State the full amount paid by State, together with interest at the rate provided in Subsection 6.2 from the date of State's notice of the expenditure until Grantee's repayment.
- (g) General Terms.
 - (1) State does not represent that coverage and limits required under this Easement will be adequate to protect Grantee.
 - (2) Coverage and limits do not limit Grantee's liability for indemnification and reimbursements granted to State under this Easement.
 - (3) The Parties shall use any insurance proceeds payable by reason of damage or destruction to Easement Property first to restore the Easement Property, then to pay the cost of the reconstruction, then to pay the State any sums in arrears, and then to Grantee.

10.3 Insurance Types and Limits.

- (a) General Liability Insurance.
 - (1) Grantee shall maintain commercial general liability insurance (CGL) or marine general liability (MGL) covering claims for bodily injury, personal injury, or property damage arising on the Easement Property and/or arising out of the Permitted Use and, if necessary, commercial umbrella insurance with a limit of not less than One Million Dollars (\$1,000,000) per each occurrence. If such CGL or MGL insurance contains aggregate limits, the general aggregate limit must be at least twice the "each occurrence" limit. CGL or MGL insurance must have products-completed operations aggregate limit of at least two times the "each occurrence" limit.
 - (2) CGL insurance must be written on Insurance Services Office (ISO) Occurrence Form CG 00 01 (or a substitute form providing equivalent coverage). All insurance must cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.
 - (3) MGL insurance must have no exclusions for non-owned watercraft.
- (b) Workers' Compensation.
 - (1) State of Washington Workers' Compensation.
 - (i) Grantee shall comply with all State of Washington workers' compensation statutes and regulations. Grantee shall provide

workers' compensation coverage for all employees of Grantee. Coverage must include bodily injury (including death) by accident or disease, which arises out of or in connection with the Permitted Use or related activities.

- (ii) If Grantee fails to comply with all State of Washington workers' compensation statutes and regulations and State incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Grantee shall indemnify State. Indemnity includes all fines; payment of benefits to Grantee, employees, or their heirs or legal representatives; and the cost of effecting coverage on behalf of such employees.
- (2) Longshore and Harbor Worker's Act. The Longshore and Harbor Worker's Compensation Act (33 U.S.C. Section 901 *et. seq.*) may require Grantee to provide insurance coverage for longshore and harbor workers other than seaman. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Grantee is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with this Act. Grantee is responsible for all civil and criminal liability arising from failure to maintain such coverage.
- (3) Jones Act. The Jones Act (46 U.S.C. Section 688) may require Grantee to provide insurance coverage for seamen injured during employment resulting from negligence of the owner, master, or fellow crew members. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Grantee is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with this Act. Grantee is responsible for all civil and criminal liability arising from failure to maintain such coverage.
- (c) Employer's Liability Insurance. Grantee shall procure employer's liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury by accident or One Million Dollars (\$1,000,000) each employee for bodily injury by disease.
- (d) Pollution Legal Liability Insurance.
 - (1) Grantee shall procure and maintain for the duration of this Easement pollution legal liability insurance, including investigation and defense costs, for bodily injury and property damage, including loss of use of damaged property or of property that has been physically damaged or destroyed. Such coverage must provide for both on-site and off-site cleanup costs and cover gradual and sudden pollution, and include in its scope of coverage natural resource damage claims. Grantee shall maintain coverage in an amount of at least:
 - (i) Two Million Dollars (\$2,000,000) each occurrence for Tenant's operations at the site(s) identified above, and
 - (ii) Two Million Dollars (\$2,000,000) general aggregate or policy limit, if any.

- (2) Such insurance may be provided on an occurrence or claims-made basis. If such coverage is obtained as an endorsement to the CGL and is provided on a claims-made basis, the following additional conditions must be met:
 - (i) The Insurance Certificate must state that the insurer is covering Hazardous Substance removal.
 - (ii) The policy must contain no retroactive date, or the retroactive date must precede abatement services.
 - (iii) Coverage must be continuously maintained with the same insurance carrier through the official completion of any work on the Easement Property.
 - (iv) The extended reporting period (tail) must be purchased to cover a minimum of thirty-six (36) months beyond completion of work.

10.4 Financial Security.

- (a) At its own expense, Grantee shall procure and maintain during the Term of this Easement a corporate security bond or provide other financial security that State may approve ("Security"). Grantee shall provide Security in an amount equal to Zero Dollars (\$0.00), which is consistent with RCW 79.105.330, and secures Grantee's performance of its obligations under this Easement, with the exception of the obligations under Section 8, Environmental Liability/Risk Allocation. Grantee's failure to maintain the Security in the required amount during the Term constitutes a breach of this Easement.
- (b) All Security must be in a form acceptable to the State.
 - (1) Bonds must be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better, in the most recently published edition of Best's Reports, unless State approves an exception. Grantee may submit a request to risk manager for the Department of Natural Resources for an exception to this requirement.
 - (2) Letters of credit, if approved by State, must be irrevocable, allow State to draw funds at will, provide for automatic renewal, and comply with RCW 62A.5-101, *et. seq.*
 - (3) Savings account assignments, if approved by State, must allow State to draw funds at will.
- (c) Adjustment in Amount of Security.
 - (1) State may require an adjustment in the Security amount:
 - (i) At the same time as revaluation, if any,
 - (ii) As a condition of approval of assignment of this Easement,
 - (iii) Upon a material change in the condition or disposition of any Improvements, or
 - (iv) Upon a change in the Permitted Use.
 - (2) Grantee shall deliver a new or modified form of Security to State within thirty (30) days after State has required adjustment of the amount of the Security.

- (d) Upon any default by Grantee in its obligations under this Easement, State may collect on the Security to offset the liability of Grantee to State. Collection on the Security does not (1) relieve Grantee of liability, (2) limit any of State's other remedies, (3) reinstate or cure the default or (4) prevent termination of the Easement because of the default.

SECTION 11 ROUTINE MAINTENANCE AND REPAIR

11.1 State's Repairs. This Easement does not obligate State to make any alterations, maintenance, replacements, or repairs in, on, or about the Easement Property, during the Term.

11.2 Grantee's Repairs and Maintenance.

- (a) Routine maintenance and repair are acts intended to prevent a decline, lapse or, cessation of the Permitted Use and associated Improvements. Routine maintenance or repair is the type of work that does not require regulatory permits.
- (b) At Grantee's sole expense, Grantee shall keep and maintain all Grantee-Owned Improvements and the Easement Property as it relates to the Permitted Use in good order and repair and in a safe condition. State's consent is not required for routine maintenance or repair.
- (c) At Grantee's own expense, Grantee shall make any additions, repairs, alterations, maintenance, replacements, or changes to the Easement Property or to any Improvements on the Easement Property that any public authority requires because of the Permitted Use.
- (d) Grantee shall follow procedures for the inspection, routine maintenance, and emergency plans in Exhibit B. Upon State's request, Grantee shall provide State with a copy of complete Operation and Maintenance Manual and/or Facilities Plan.
- (e) Upon completion of maintenance activities, Grantee shall remove all debris and restore the Easement Property, as nearly as possible, to the condition prior to the commencement of work.

SECTION 12 DAMAGE OR DESTRUCTION

12.1 Notice and Repair.

- (a) In the event of any known damage to or destruction of the Easement Property or any Improvements, Grantee shall promptly give written notice to State. State does not have actual knowledge of the damage or destruction of the Easement Property or any Improvements without Grantee's written notice.
- (b) Unless otherwise agreed in writing, Grantee shall promptly reconstruct, repair, or replace any Improvements in accordance with Subsection 7.3, Construction, Major Repair, Modification, and Demolition, as nearly as possible to its condition immediately prior to the damage or destruction. Where damage to state-owned aquatic land or natural resources is attributable to the Permitted Use or related

activities, Grantee shall promptly restore the lands or resources to the condition preceding the damage in accordance with Subsection 7.3 unless otherwise agreed in writing.

12.2 State's Waiver of Claim. State does not waive any claims for damage or destruction of the Easement Property unless State provides written notice to Grantee of each specific claim waived.

12.3 Insurance Proceeds. Grantee's duty to reconstruct, repair, or replace any damage or destruction of the Easement Property or any Improvements on the Easement Property is not conditioned upon the availability of any insurance proceeds to Grantee from which the cost of repairs may be paid. The Parties shall use insurance proceeds in accordance with Subparagraph 10.2(g)(3).

SECTION 13 CONDEMNATION

In the event of condemnation, the Parties shall allocate the award between State and Grantee based upon the ratio of the fair market value of (1) Grantee's rights in the Easement Property and Grantee-Owned Improvements and (2) State's interest in the Easement Property; the reversionary interest in Grantee-Owned Improvements, if any; and State-Owned Improvements. In the event of a partial taking, the Parties shall compute the ratio based on the portion of Easement Property or Improvements taken. If Grantee and State are unable to agree on the allocation, the Parties shall submit the dispute to binding arbitration in accordance with the rules of the American Arbitration Association.

SECTION 14 TERMINATION

14.1 Termination by Breach. State may terminate this Easement upon Grantee's failure to cure a breach of the terms and conditions of this Easement. State shall provide Grantee written notice of breach. Grantee shall have sixty (60) days after receiving notice to cure. State may extend the cure period if breach is not reasonably capable of cure within sixty (60) days.

14.2 Termination by Nonuse. If Grantee does not use the Easement Property for a period of three (3) successive years, this Easement terminates without further action by State. Grantee's rights revert to State upon Termination by Nonuse.

14.3 Termination by Grantee. Grantee may terminate this Easement upon providing State with sixty (60) days written notice of intent to terminate.

SECTION 15 NOTICE AND SUBMITTALS

15.1 Notice. Following are the locations for delivery of notice and submittals required or permitted under this Easement. Any Party may change the place of delivery upon ten (10) days written notice to the other.

State: DEPARTMENT OF NATURAL RESOURCES
Shoreline District
950 Farman Avenue North
Enumclaw, WA 98022

Grantee: CITY OF DES MOINES
21630 11th Avenue South
Des Moines, WA 98189

PORT OF SEATTLE
P.O. Box 1209
Seattle, WA 98111

CITY OF SEATAC
4800 South 188th Street
SeaTac, WA 98188-8605

The Parties may deliver any notice in person, by facsimile machine, or by certified mail. Depending on the method of delivery, notice is effective upon personal delivery, upon receipt of a confirmation report if delivered by facsimile machine, or three (3) days after mailing. All notices must identify the Easement number. On notices transmitted by facsimile machine, the Parties shall state the number of pages contained in the notice, including the transmittal page, if any.

15.2 Contact Persons. On the Commencement Date, the following persons are designated day-to-day contact persons. Any Party may change the Contact Person upon reasonable notice to the other.

State: Name and Title of Contact Person: Shannon Soto, Land Manager
Telephone number: (360) 825-1631
E-mail address: Shannon.Soto@dnr.wa.gov

Grantee: Name and Title of Contact Person: Don Monaghan, Basin Coordinator
Telephone number: (425) 228-0436 or (425) 736-3686
E-mail address: enmsolutions@comcast.net

SECTION 16 MISCELLANEOUS

16.1 Authority. Grantee and the person or persons executing this Easement on behalf of Grantee represent that Grantee is qualified to do business in the State of Washington, that Grantee has full right and authority to enter into this Easement, and that each and every person signing on behalf of Grantee is authorized to do so. Upon State's request, Grantee shall provide evidence satisfactory to State confirming these representations. This Easement is entered into by State pursuant to the authority granted it in Chapter 43.12 RCW, Chapter 43.30 RCW, and Title 79 RCW and the Constitution of the State of Washington.

16.2 Successors and Assigns. This Easement binds and inures to the benefit of the Parties, their successors, and assigns.

16.3 Headings. The headings used in this Easement are for convenience only and in no way define, limit, or extend the scope of this Easement or the intent of any provision.

16.4 Entire Agreement. This Easement, including the exhibits and addenda, if any, contains the entire agreement of the Parties. This Easement merges all prior and contemporaneous agreements, promises, representations, and statements relating to this transaction or to the Easement Property.

16.5 Waiver.

- (a) The waiver of any breach or default of any term, covenant, or condition of this Easement is not a waiver of such term, covenant, or condition; of any subsequent breach or default of the same; or of any other term, covenant, or condition of this Easement. State's acceptance of payment is not a waiver of any preceding or existing breach other than the failure to pay the particular payment that was accepted.
- (b) The renewal of the Easement, extension of the Easement, or the issuance of a new Easement to Grantee, does not waive State's ability to pursue any rights or remedies under the Easement.

16.6 Cumulative Remedies. The rights and remedies under this Easement are cumulative and in addition to all other rights and remedies afforded by law or equity or otherwise.

16.7 Time is of the Essence. TIME IS OF THE ESSENCE as to each and every provision of this Easement.

16.8 Language. The word "Grantee" as used in this Easement applies to one or more persons, as the case may be. The singular includes the plural, and the neuter includes the masculine and feminine. If there is more than one Grantee, their obligations are joint and several. The word "persons," whenever used, includes individuals, firms, associations, and corporations. The word "Parties" means State and Grantee in the collective. The word "Party" means either or both State and Grantee, depending on context.

16.9 Invalidity. The invalidity, voidness, or illegality of any provision of this Easement does not affect, impair, or invalidate any other provision of this Easement.

16.10 Applicable Law and Venue. This Easement is to be interpreted and construed in accordance with the laws of the State of Washington. Any reference to a statute means that statute as presently enacted or hereafter amended or superseded. Venue for any action arising out of or in connection with this Easement is in the Superior Court for Thurston County, Washington.

16.11 Recordation. At Grantee's expense and no later than thirty (30) days after receiving the fully-executed Easement, Grantee shall record this Lease in the county in which the Property is located. Grantee shall include the parcel number of the upland property used in conjunction with the Property, if any. Grantee shall provide State with recording information, including the date of recordation and file number. If Grantee fails to record this Easement, State may record it and Grantee shall pay the costs of recording upon State's demand.

16.12 Modification. No modification of this Easement is effective unless in writing and signed by the Parties. Oral representations or statements do not bind either Party.

16.13 Survival. Any obligations of Grantee not fully performed upon termination of this Easement do not cease, but continue as obligations of the Grantee until fully performed.

16.14 Exhibits. All referenced exhibits are incorporated in this Easement unless expressly identified as unincorporated.

THIS AGREEMENT requires the signature of all Parties and is effective on the date of the last signature below.

PORT OF SEATTLE

Dated: _____, 20__

By: TED FICK
Title: Chief Executive Officer

Address: P.O. Box 1209
Seattle, WA 98111

CITY OF SEATAC

Dated: _____, 20__

By: TODD CUTTS
Title: City Manager

Address: 4800 South 188th Street
SeaTac, WA 98188-8605

CITY OF DES MOINES

Dated: _____, 20__

By: TONY A. PIASECKI
Title: City Manager

Address: 21630 11th Avenue South, Suite A
Des Moines, WA 98198

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: _____, 20__

By: PETER GOLDMARK
Title: Commissioner of Public Lands

Address: 1111 Washington Street Southeast
Olympia, WA 98504-7027

Approved as to form this
9 day of May 2013
Terry Pruitt, Assistant Attorney General
Aquatic Lands Outfall Easement

I certify that I know or have satisfactory evidence that TED FICK is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Chief Executive Officer of the PORT OF SEATTLE to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

My appointment expires _____

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss
County of King)

I certify that I know or have satisfactory evidence that TODD CUTTS is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the City Manager of the CITY OF SEATAC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Seal or stamp)

(Signature)

(Print Name)

Notary Public in and for the State of
Washington, residing at

My appointment expires _____

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss
 County of King)

I certify that I know or have satisfactory evidence that TONY A. PIASECKI is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the City Manager of the CITY OF DES MOINES to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Seal or stamp)

(Signature) _____

(Print Name) _____

Notary Public in and for the State of
 Washington, residing at

My appointment expires _____

S STATE ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss
 County of)

I certify that I know or have satisfactory evidence that PETER GOLDMARK is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the PUBLIC LANDS COMMISSIONER of the Department of Natural Resources, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Seal or stamp)

 (Signature)

 (Print Name)

Notary Public in and for the State of
 Washington, residing at

 My appointment expires



EXHIBIT B
Aquatic lands Outfall Easement
Exhibit B – Plan of Operations, Maintenance and Development
Des Moines Creek Outfall

Use Authorization No. 51-075748

Site Description and Present Use

The high flow bypass outfall is located in King County along the East Passage of Puget Sound, at Des Moines, Washington. The decommissioned sewer line previously owned by Midway Sewer District and formerly authorized by agreement No. 20-012066, is being used by the Grantee as a high flow bypass outfall as detailed in the 2010 Des Moines Creek Basin Restoration Projects Design Report. The Midway Sewer District has built a new sewer outfall 40 feet to the north and is currently authorized under agreement No. 51-071144.

The high flow bypass outfall is essential to the regulated flow regime of Des Moines Creek and provides protection against creek scouring during peak storm flows. The high flow bypass outfall drains approximately 621 acres of highly urbanized commercial and residential properties within the East Branch of Des Moines Creek subbasin. This subbasin consists of approximately 210 acres of SeaTac Airport property which drain to the Airport NPDES permit regulated SDS1, SDE4, SDE4-Pond, SDD05A, and SDD05B outfalls. The remaining portions of the subbasin are non-Airport property within the City of Sea-Tac where discharges to the stream are regulated under the City's municipal NPDES permit.

The high flow bypass outfall drainage area includes Bow Lake and the Tyee Pond in-stream regional detention facility (RDF) and is illustrated in Figure 1. Downstream of Tyee Pond, the East Branch of Des Moines Creek combine with flows from the Northwest Ponds RDF and the West Branch of Des Moines Creek to form the mainstem of Des Moines Creek. The mainstem of Des Moines is 3.5 miles long and drains into Puget Sound at Des Moines Creek Beach Park.

The Des Moines Creek flow control system consists of the Tyee Pond RDF, Northwest Ponds RDF and two pipeline structures that operate in concert to moderate peak stream flows. Excess stream flows retained within the Tyee Pond RDF are conveyed to a unidirectional diversion pipeline. Stream flows within the 18-inch diversion pipeline are conveyed to a control structure manhole (MH6). The control structure in MH6 consists of a weir wall that diverts excess stream flows to a bypass pipeline. The 24-inch bypass pipeline connects to a decommissioned sewer line just above South 200th Street which discharges to the bypass outfall terminus in Puget Sound. Diverted flows entering MH6 that exceed the hydraulic design capacity of the bypass pipeline flow over the weir

wall and are conveyed to the Northwest Ponds RDF where they are discharged at a controlled rate back into mainstem of Des Moines Creek. The top of the weir wall is 6.5 feet above the invert elevation of the diversion pipe in MH6 draining west to Northwest Ponds. This elevated weir wall keeps Northwest Ponds water from flowing back into the bypass pipeline and associated outfall to Puget Sound.

The ultimate point of discharge for the bypass pipeline is an outfall located off shore from the City of Des Moines Beach Park and Marina. The concrete outfall extends about 1800 feet offshore to a depth of -170 feet MLLW. The 200 foot diffuser consists of a 30 inch diameter pipe with 3 inch diameter orifices, 8 feet on-center. The newly constructed Midway sewer outfall authorized under agreement No. 51-071144 terminates parallel to this one at the same depth 40 feet to the North.

The Grantee warrants that alternatives were considered to minimize impact of discharges as summarized in the 1997 Des Moines Creek Basin Plan.

Grantee shall submit to State a current copy of the Operation and Maintenance Manual and/or Facilities plan (Attachment 1) and shall follow these procedures for the inspection, routine maintenance, and emergency plan. State defines maintenance as those usual acts designed to prevent a decline, lapse, or cessation of the approved use and associated improvements. Grantee may be required to apply for a Right of Entry for certain maintenance activities.

ADDITIONAL OBLIGATIONS

Compliance with the latest version of the following permits is required where applicable.

- A. Washington State Dept. of Ecology: Industrial Stormwater General Permit**
- B. Washington State Dept. of Ecology: Phase I Municipal Stormwater Permit**
- C. Washington State Dept. of Ecology: Western Washington Phase II Municipal Stormwater Permit**
- D. Washington State Dept. of Transportation NPDES and State Waste Discharge Municipal Stormwater General Permit #WAR043000A**
- E. Washington State Dept. of Ecology: Section 401 Certification Order #03SEANR-5914, dated June 28, 2004.**
- F. US Army Corp of Engineers: Section 404 Permit #200300009**

SEDIMENT SAMPLING – Exhibit C

A sediment sampling plan shall be submitted for review and approval by Grantor by September 1, 2015. The plan shall follow the Department of Ecology's (Ecology) Sediment Sampling and Analysis Plan (publication # 03-09-043). The plan shall include sampling at the end of the outfall where the discharge is occurring and a minimum of three grab samples in the discharge trajectory area. Sediment shall be analyzed for the Sediment Management Standards (SMS) suite. Sampling data shall be provided to Grantor and to Ecology through the Environmental Information Management (EIM)

database process. Sediment sampling shall occur within 1 year of commencement of the easement and again within 6 months of the termination of the easement.

NOTICE

Personnel changes related to the High Flow Bypass Outfall management committee shall be conveyed to State at the time they occur. Should either party deem it necessary, the change may lead to a meeting whereby the terms and conditions of this contract may be discussed.

Operations Contact (Headquarters/ Main Office)

Donald Monaghan, P.E.
Engineering and Management Solutions
6532 117th Place S.E.
Bellevue, WA 98006
Phone: 425-228-0436
Cell: 425-736-3686
EnMSolutions@comcast.net

WA DNR Contact

Shannon Soto, Land Manager
Department of Natural Resources
Shoreline District
950 Farman Avenue North
Enumclaw, WA 98022
Phone: (360) 825-1631





19-May-15

Cert#: 9625

P.O. Box 88030

Tukwila, WA 98138

Phone: 206-575-6046

Fax: 206-575-7426

Washington Dept of Natural Resources
Attn: Shannon Soto, Mason/Marine Thurston Aquatic Land Mgr
950 Farman Ave N
Enumclaw, WA 98022-9282

RE: City of Des Moines
Aquatic Lands Outfall Easement - Easement No. 51-075748

Evidence of Coverage

The above captioned entity is a member of the Washington Cities Insurance Authority (WCIA), which is a self insured pool of over 150 public entities in the State of Washington.

WCIA has at least \$1 million per occurrence limit of liability coverage in its self insured layer that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member.

WCIA was created by an interlocal agreement among public entities and liability is self funded by the membership. As there is no insurance policy involved and WCIA is not an insurance company, your organization cannot be named as an additional insured.

Sincerely,

A handwritten signature in black ink, appearing to read 'E. Larson'.

Eric B. Larson
Deputy Director

cc: Anthony Piasecki
Loren Reinhold, P.E.

cletter

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A G E N D A I T E M

SUBJECT: Amendment to Contract with
American Building Services for Janitorial Services
in City Buildings – Beach Park Dining Hall

ATTACHMENTS:

1. Contract Amendment/Addendum
2. Exhibit L
3. Original Contract Documents, including Exhibits A through K referred to in narrative

AGENDA OF: July 23, 2015

DEPT. OF ORIGIN: Planning, Building & Public Works

DATE SUBMITTED: July 8, 2015

CLEARANCES:

☒ Legal TS

☒ Finance DM

☐ Marina N/A

☒ Parks, Recreation & Senior Services GO

☒ Planning, Building & Public Works DJB

☐ Police NA

☐ Courts NA

APPROVED BY CITY MANAGER
FOR SUBMITTAL: SA

Purpose and Recommendation:

The purpose of this item is to request City Council approval of an amendment to the existing American Building Services janitorial contract adding the Beach Park Dining Hall at current rates now in effect. The following motion will appear on the consent calendar:

Suggested Motion:

“I move to approve the Amendment to the contract with American Building Services for janitorial services for City owned buildings, for an additional amount of \$9,000, bringing the total estimated cost for 2015 to \$124,000, and additionally to authorize the City Manager to sign the Contract Amendment/Addendum substantially in the form as submitted.”

Background:

Janitorial services are required to be purchased at prevailing wage rates under the State’s bidding laws. In 2003, American Building Services (formerly EDS Janitorial Services) was selected through an RFP process to provide janitorial services for City buildings, pursuant to the requirements of Des Moines Resolution 753 that such services be purchased at the lowest possible price from a responsible vendor. The contract was executed on February 19, 2004 for one year with an option to extend.

The contract has been extended and/or amended six times since 2003 adding new facilities such as the Steven J. Underwood Restroom or additional services such as more frequent maintenance cleaning. Each time it was determined that it would be less expensive for the City than rebidding.

Staff will go through the bidding process later this year to update and upgrade this service contract for 2016 and beyond. Staff anticipates advertising for bids for these services in mid-August.

Discussion:

Now that the renovations to the Dining Hall have been completed, the janitorial contract needs to be amended to include cleaning services for this facility. The amendment includes on-call cleaning services after facility rentals. For the remainder of 2015 (24 weeks), it is anticipated that the Dining Hall will have 1 Typical and 1.5 Heavy Use rentals per week:

- Typical rental – 24 weeks x 1 rental per week x \$110 per cleaning = \$2,640
- Heavy Use rental – 24 weeks x 1.5 rentals per week x \$160 per cleaning = \$5,760
- Total estimated cost for the remainder of 2015 = \$8,400, rounded up to \$9,000

Financial Impact:

The cost of cleaning the Beach Park Dining Hall (Exhibit L) for the remainder of 2015 is estimated at \$9,000.00, and per the Events and Facilities Coordinator, will be paid for by Dining Hall rental charges.

Recommendation/Conclusion:

Staff recommends that Council approve the Amendment/Addendum.

Concurrence:

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

**CONTRACT AMENDMENT/ADDENDUM FORM****CONTRACT FOR CUSTODIAL SERVICES BETWEEN
THE CITY OF DES MOINES AND AMERICAN BUILDING SERVICES, INC.**

THIS AMENDMENT/ADDENDUM #9 is entered into on this _____ day of _____, 2015, pursuant to that certain Contract entered into on the 19th day of February, 2004, between the **CITY OF DES MOINES, WASHINGTON** (hereinafter "City"), and **AMERICAN BUILDING SERVICES, INC.**, (hereinafter "Vendor").

The parties herein agree that the Contract dated February 19, 2004, which was extended until December 31, 2015, shall remain in full force and effect, except for the amendments/addendums set forth as follows:

1) **SECTION IV** of Contract dated February 19, 2004, is hereby amended to read as follows:

Pursuant to Section 4 of said contract, which provides that the term of the contract may be extended upon written agreement of both parties, the term of the contract is extended until December 31, 2015.

Any acts consistent with the authority and prior to the effective date of this Amendment/Addendum are hereby ratified and confirmed.

Except as modified hereby, *[to include Exhibit L covering service specifications for the Des Moines Beach Park Dining Hall at 22030 Cliff Ave. S., Bldg. B attached hereto]* all terms and conditions of said contract remain in full force and effect. The rates will remain the same.

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

AMERICAN BUILDING SERVICES, INC.: By: _____ (signature) Print Name: _____ Its _____ (Title) DATE: _____	CITY OF DES MOINES: By: _____ (signature) Print Name: <u>Anthony A. Piasecki</u> Its <u>City Manager</u> (Title) DATE: _____ Approved as to form: _____ City Attorney DATE: _____
NOTICES TO BE SENT TO: AMERICAN BUILDING SERVICES, INC.: Eric Shoopman American Building Services, Inc. P O Box 98591 Des Moines, WA 98198 (206) 878-6679 (telephone) (206) 870-8763 (facsimile)	NOTICES TO BE SENT TO: CITY OF DES MOINES: Scott J. Romano City of Des Moines 21650 11th Avenue S Des Moines, WA 98198 (206) 870-6539 (telephone) (206) 870-6596 (facsimile)

As Directed by the Des Moines City Council
in Open Public Meeting on _____.

111
EXHIBIT L

American Building Services, Inc.

PO Box 98591
Des Moines, WA 98198
206.878.6679 Tel
206.870.8763 Fax
www.janitorial-abs.com

June 29, 2015

Scott Romano
City of Des Moines
21650 11th Avenue South
Des Moines, WA 98198

Scott:

Thank you for the opportunity to submit a proposal for on-call janitorial services for the Dining Hall located at City of Des Moines Beach Park. I have attached a Service Specifications Schedule and a Cost Analysis, which includes the proposed price for providing the specified services.

Should you have any further questions, or need additional information, please do not hesitate to contact me. Thank you again for this opportunity and I look forward to hearing from you soon.

Sincerely,

American Building Services, Inc.

Eric Shoopman
Managing Partner



American Building Services, Inc.

SERVICE SPECIFICATIONS SCHEDULE

Areas to be serviced

Dining Hall entrances, restroom alcove, kitchen areas, main event room, office, Kaffe Stugga room, janitor closet area, and two restrooms.

Service specifications – on-call service following facility rental:

Entrance Areas. Police entrance areas to remove litter. Clean entrance doors, frames and handles.

Trash Removal. Empty waste receptacles from all common areas and change liners as required from Owner's stock. Remove trash and place in designated containers.

Spot Cleaning. Spot clean handprints and spillage from doors, walls, and switch plate covers.

Kitchen areas. Empty waste receptacles, spot clean receptacles and walls around receptacles, insert new liners from Owner's stock. Remove and place trash in designated containers. Wipe down counters, sinks and installed appliances with disinfectant solution.

Floor Service. Dust mop or vacuum maintenance areas, common areas and main traffic areas completely. Spot mop spillage from floors.

Restrooms. Clean and disinfect all washbasins, fixtures, toilets, toilet seats, urinals, restroom dispensers, and chrome fixtures. Clean restroom mirrors. Spot wash restroom walls and partitions. Sweep and wet mop floors with disinfectant solution. Refill restroom dispensers from Owner's stock. This includes towels, toilet tissue, soap, and feminine hygiene products where applicable. Empty waste receptacles and replace liners from Owner's stock. Spot clean receptacles.

Supplies. Restock supplies as necessary.



American Building Services, Inc.

COST ANALYSIS

On-call janitorial services:

Following facility rental	\$110.00 per service
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Following facility rental with heavy/alcohol usage	\$160.00 per service
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**CONTRACT FOR JANITORIAL SERVICES
BETWEEN THE CITY OF DES MOINES AND EDS JANITORIAL SERVICES**

THIS CONTRACT is made and entered into this 11TH day of December 2003, by and between the CITY OF DES MOINES, a Washington Municipal Corporation (hereinafter the "City,") and EDS Janitorial Services, (hereinafter the "Contractor").

WHEREAS, the City seeks professional services of a skilled independent contractor capable of working without direct supervision, to provide building maintenance, and

WHEREAS, Contractor is willing to provide the building maintenance services as described in this Agreement; and

WHEREAS, the City has, in the proper manner and as required by law, requested and received bids from several qualified building maintenance contractors; and

WHEREAS, the Contractor has made the lowest qualified and acceptable bid;

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

1. *Scope of Service.* The Contractor shall provide the services identified in the attachments labeled "Exhibit A through Exhibit F", which by this reference is incorporated herein and made part hereof. All work is to be done in accordance with the laws and ordinances of City of Des Moines, King County and the State of Washington.

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

3. *Compensation.* In consideration for the complete and faithful performance of the Contract, the City agrees to pay the Contractor \$5,435.00 per month plus WSST. In the event the City desires additional "services" other than those described in Exhibit "A through Exhibit F", Contractor agrees to perform such "services" at the hourly labor charge rate of \$22.00 or for an amount negotiated by the Parties, whichever is less, so long as the hourly rate is not less than the prevailing wage. The Contractor shall submit invoices in a timely manner, in a form as directed by the City's authorized representative(s), setting forth the name of Contractor's personnel performing such "services," and the hourly labor rate for such personnel, which shall not be less than the prevailing rate of wage pursuant to RCW 39.12. Contractor shall further submit a

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"Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid" in compliance with RCW 39.12.040 and payment shall be made on a monthly basis, thirty (30) days after receipt of such statement, affidavit, voucher or invoice.

4. **Term.** The term of this Contract shall be one (1) year, from the date of execution. This Contract may be extended upon written agreement of both parties. Within 10 days of execution of this contract the City and Contractor will jointly establish and abide by a schedule under which the work and services described in this Contract will be performed and completed. It is the responsibility of both City and Contractor to maintain the schedule unless changes are agreed upon by both parties. This Contract may be terminated by the City on thirty (30) days notice for the Contractor's failure to perform the services outlined in the schedule.

5. **Performance Standards.**

- a. **Quality of Work.** Contractor's services, and all duties incidental or necessary thereto, shall be conducted and performed diligently and competently and in accordance with professional standards of conduct and performance.
- b. **Criminal Records of Personnel.** This Contract requires performance of services by personnel capable of working without direct supervision in City facilities. Prior to performance of any services under this contract by any person, the Contractor shall provide the City with the name and date of birth of every person who will be working in City facilities. A criminal background check will be run by the Des Moines Police Department. No person who has been convicted of any misdemeanor, gross misdemeanor, or felony will be permitted to perform services under this contract without specific permission from the Chief of Police.

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

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

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

9. **Independent Contractor.** The services provided by the Contractor under this Contract are provided as an independent Contractor. Nothing in this Contract shall be considered to create the relationship of employer and employee between the parties. Neither the Contractor

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nor any employee of the Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Contract. The City will not be responsible for withholding or otherwise deducting federal income tax or social security payments, or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor.

10. Indemnification/Hold Harmless. Contractor shall defend, indemnify and hold the City, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the negligence of the City.

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

a) Minimum Scope of Insurance and Bonding

Contractor shall obtain insurance of the types described below:

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

b) Minimum Amount of Insurance and Bonding

Contractor shall maintain the following insurance limits:

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1. Automobile Liability insurance with minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Fidelity Bonding shall be blanket coverage in the amount of \$10,000 for each employee, agent or representative.

c) **Other Insurance Provisions**

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

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

d) **Acceptability of Insurers**

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

e) **Verification of Coverage**

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

12. **Dispute Resolution Procedures.**

- a) **Mediation/Arbitration.** If a dispute arises from or relates to this Contract or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties

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agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under the American Arbitration Association's Rules before resorting to arbitration. The mediator may be selected by agreement of the parties or through the American Arbitration Association. Following mediation, any unresolved controversy or claim arising from or relating to this Contract or breach thereof shall be settled through arbitration which shall be conducted under the American Arbitration Association's Arbitration Rules. The arbitrator may be selected by agreement of the parties or through the American Arbitration Association. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

b) *Venue, Applicable Law and Personal Jurisdiction.* All questions related to this Contract shall be resolved under the laws of the State of Washington. In the event that either party deems it necessary to institute legal action arising from this Contract, such action shall be instituted in the King County Superior Court. The parties each consent to the personal jurisdiction of such court. Except as otherwise provided by law, it is expressly understood that neither party can institute any legal action against the other based on this Contract until the parties have exhausted the mediation and arbitration procedures required by the previous paragraph.

13. Notices. Any notice required to be given by the City to Contractor or by the Contractor to the City shall be delivered to the Parties at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States MAIL, POSTAGE PREPAID, TO THE ADDRESS SET FORTH HEREIN. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

Bill Miller
Park & Recreation Department
City of Des Moines
2255 S. 220th
Des Moines, WA 98198

Notices to the Contractor shall be sent to the following:

Eric Shoopman
EDS Janitorial Services
P.O Box 98591
Des Moines, WA 98198

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

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15. **Waiver.** The waiver by either party of any breach of any term, condition, or provision of the Contract shall not be deemed a waiver of such term, condition, or provision or any subsequent breach of the same or any condition or provision of this Contract.

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

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

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

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

IN WITNESS THEREOF, four (4) identical counterparts of this Contract, each of which shall be deemed an original thereof, have been duly executed by the parties herein named, on the day and year first above written.

CITY OF DES MOINES

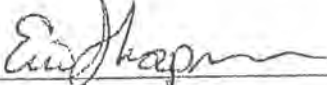
By 
 Its CITY MANAGER
 By Direction of the Des Moines City
 Council in Open Public Meeting on
 December 11th, 2003.

21630 11th Avenue So.
 Des Moines, WA 98198

Dated 2/19/04

APPROVED AS TO FORM:


 Richard S. Brown
 Assistant City Attorney

By 
 Its OWNER

Dated 2-4-04

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EXHIBIT A

E.D.S. JANITORIAL SERVICES

SERVICE SPECIFICATIONS SCHEDULE

Building to be serviced

Des Moines City Hall and Community Development - 21630 11th Ave So.

Areas to be serviced

Office entrances, executive and administrative offices, conference rooms, kitchens, hallways, locker room and restrooms.

Service Specifications

Four nights per week (Monday, Tuesday, Wednesday, Friday):

Trash Removal. Empty waste receptacles and change liners as required from Owner's stock. Remove trash and place in designated containers.

Lunchrooms. Empty waste receptacles and spot clean, insert new liners from Owner's stock. Remove and place trash in designated containers. Vacuum or dust mop and wet mop floors. Wipe down counters, sinks, tables and chairs and refrigerator.

Floor Service. Dust mop or vacuum main entrance area, common areas and main traffic areas completely. Spot mop spillage from floors and spot clean spillage from carpets as needed.

Restrooms. Clean and disinfect all washbasins, fixtures, toilets, toilet seats, urinals, restroom dispensers, and chrome fixtures. Clean restroom mirrors. Spot wash restroom walls and partitions. Sweep and wet mop floors with disinfectant solution. Refill restroom dispensers from Owner's stock. This includes towels, toilet tissue, soap, and feminine hygiene products where applicable. Empty waste receptacles and replace liners from Owner's stock. Spot clean receptacles.

Supplies. Report needed supplies to customer contact.

Log Book. Check and respond to requests in communication logbook.

As of 9/20/04

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E.D.S. JANITORIAL SERVICES

SERVICE SPECIFICATION SCHEDULE - PAGE TWO

Weekly Cleaning Services:

Floor Service. Dust mop and wet mop all hard surface floors and vacuum all carpeting completely.

Monthly Cleaning Services:

Floor Service. Vacuum edges of carpets and baseboards.

Recommended services not in contract

Entrance Areas. Police entrance area to remove litter. Clean entrance door glass, frames and handles

Spot Cleaning. Spot clean handprints and spillage from doors, walls, and switch plate covers and partition glass where accessible.

Dusting (daily). Dust and spot clean fingerprints from desks and tables when cleared of paperwork.

Dusting (weekly). Dust filing cabinets, computers and damp wipe desks cleared of papers (do not disturb company papers). Dust tops of partitions, ledges and windowsills in office areas and remove cobwebs.

Telephones. Clean and sanitize telephones weekly.

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EXHIBIT B

E.D.S. JANITORIAL SERVICES

SERVICE SPECIFICATIONS SCHEDULE

Building to be serviced

Des Moines Founders Lodge – 22030 Cliff Ave. So.

Areas to be serviced

Entrances, executive and administrative offices, open common areas, hallway, kitchen/lunchroom and restrooms. 1st and 2nd floor.

Service Specifications

One day per week (Monday) Note: All daily and weekly services to be performed on Mondays.

Trash Removal. Empty waste receptacles and change liners as required from Owner's stock. Remove trash and place in designated containers.

Floor Service. Dust mop or vacuum main entrance area, common areas and main traffic areas completely. Spot mop spillage from floors and spot clean spillage from carpets as needed.

Kitchen. Empty waste receptacles and spot clean, insert new liners from Owner's stock. Remove and place trash in designated containers. Vacuum or dust mop and wet mop floors. Wipe down counters, sinks and tables and refrigerator. Clean microwave inside and out.

Restrooms. Clean and disinfect all washbasins, fixtures, toilets, toilet seats, urinals, restroom dispensers, and chrome fixtures. Clean restroom mirrors. Spot wash restroom walls and partitions. Sweep and wet mop floors with disinfectant solution. Refill restroom dispensers from Owner's stock. This includes towels, toilet tissue, soap, and feminine hygiene products where applicable. Empty waste receptacles and replace liners from Owner's stock. Spot clean receptacles.

Supplies. Report needed supplies to customer contact.

Log Book. Check and respond to requests in communication logbook.

As of 9/20/04

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E.D.S. JANITORIAL SERVICES

SERVICE SPECIFICATION SCHEDULE - PAGE TWO

Weekly Cleaning Services:

Floor Service. Dust mop and wet mop all hard surface floors and vacuum all carpeting completely.

Monthly Cleaning Services:

Floor Service. Vacuum edges of carpets and baseboards.

Recommended services not in contract

Entrance Areas. Police entrance area to remove litter. Clean entrance door glass, frames and handles

Spot Cleaning. Spot clean handprints and spillage from doors, walls, and switch plate covers and partition glass where accessible.

Dusting (daily). Dust and spot clean fingerprints from desks and tables when cleared of paperwork.

Dusting (weekly). Dust filing cabinets, computers and damp wipe desks cleared of papers (do not disturb company papers). Dust tops of partitions, ledges and windowsills in office areas and remove cobwebs.

Telephones. Clean and sanitize telephones weekly.

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EXHIBIT C

E.D.S. JANITORIAL SERVICES

SERVICE SPECIFICATIONS SCHEDULE

Building to be servicedDes Moines Field House – 1000 So. 220th StAreas to be serviced1st Floor: Office and gym entrances, executive and administrative offices, common areas, hallway, gym floor.

Basement: Open common area, kitchen, hallways, and restrooms.

Service Specifications

Four nights per week: Main Gym floor (Sunday, Tuesday, Wednesday, Thursday)

One night per week basement open area, daycare and kitchen (Sunday)

Trash Removal. Empty waste receptacles and change liners as required from Owner's stock. Remove trash and place in designated containers.

Floor Service. Dust mop or vacuum main entrance area, common areas and main traffic areas completely. Dust mop gym floor. Spot mop gym floor. Wet mop gym floor completely two times per week. Spot mop spillage from floors and spot clean spillage from carpets as needed.

Restrooms. Clean and disinfect all washbasins, fixtures, toilets, toilet seats, urinals, restroom dispensers, and chrome fixtures. Clean restroom mirrors. Spot wash restroom walls and partitions. Sweep and wet mop floors with disinfectant solution. Refill restroom dispensers from Owner's stock. This includes towels, toilet tissue, soap, and feminine hygiene products where applicable. Empty waste receptacles and replace liners from Owner's stock. Spot clean receptacles.

Supplies. Report needed supplies to customer contact.

Log Book. Check and respond to requests in communication logbook.

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As of 9/20/04

E.D.S. JANITORIAL SERVICES

SERVICE SPECIFICATION SCHEDULE - PAGE TWO

Weekly Cleaning Services:

Kitchen/Lunchroom. Empty waste receptacles and spot clean, insert new liners from Owner's stock. Remove and place trash in designated containers. Vacuum or dust mop and wet mop floors. Wipe down counters, sinks, tables and chairs and refrigerator. Clean microwave inside and out.

Floor Service. Dust mop and wet mop all hard surface floors and vacuum all carpeting completely.

Monthly Cleaning Services:

Floor Service. Vacuum edges of carpets and baseboards.

Recommended services not in contract

Entrance Areas. Police entrance area to remove litter. Clean entrance door glass, frames and handles

Spot Cleaning. Spot clean handprints and spillage from doors, walls, and switch plate covers and partition glass where accessible.

Dusting (daily). Dust and spot clean fingerprints from desks and tables when cleared of paperwork.

Dusting (weekly). Dust filing cabinets, computers and damp wipe desks cleared of papers (do not disturb company papers). Dust tops of partitions, ledges and windowsills in office areas and remove cobwebs.

Telephones. Clean and sanitize telephones weekly.

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EXHIBIT D

E.D.S. JANITORIAL SERVICES

SERVICE SPECIFICATIONS SCHEDULE

Building to be serviced

Des Moines Public Works & Engineering – 21650 11th Ave. So.

Areas to be serviced

1st Floor (upstairs): Office entrances, executive and administrative offices, common areas, hallway, kitchen/lunchroom and restrooms.

Basement (downstairs): Open common area, hallway, stairwell, offices, kitchen/lunchroom and restrooms.

Service Specifications

Two nights per week (Sunday, Wednesday) upstairs

One time per week (Sunday) downstairs Note: All daily and weekly services will be performed downstairs on Sunday.

Trash Removal. Empty waste receptacles and change liners as required from Owner's stock. Remove trash and place in designated containers.

Kitchen/Lunchroom. Empty waste receptacles and spot clean, insert new liners from Owner's stock. Remove and place trash in designated containers. Vacuum or dust mop and wet mop floors. Wipe down counters, sinks, tables and chairs and refrigerator. Clean microwave inside and out.

Floor Service. Dust mop or vacuum main entrance area, common areas and main traffic areas completely. Spot mop spillage from floors and spot clean spillage from carpets as needed.

Restrooms. Clean and disinfect all washbasins, fixtures, toilets, toilet seats, urinals, restroom dispensers, and chrome fixtures. Clean restroom mirrors. Spot wash restroom walls and partitions. Sweep and wet mop floors with disinfectant solution. Refill restroom dispensers from Owner's stock. This includes towels, toilet tissue, soap, and feminine hygiene products where applicable. Empty waste receptacles and replace liners from Owner's stock. Spot clean receptacles.

Supplies. Report needed supplies to customer contact.

Log Book. Check and respond to requests in communication logbook.

COPY

Co of 9/20/01

E.D.S. JANITORIAL SERVICES

SERVICE SPECIFICATION SCHEDULE - PAGE TWO

Weekly Cleaning Services:

Floor Service. Dust mop and wet mop all hard surface floors and vacuum all carpeting completely.

Monthly Cleaning Services:

Floor Service. Vacuum edges of carpets and baseboards.

Recommended services not in contract

Entrance Areas. Police entrance area to remove litter. Clean entrance door glass, frames and handles

Spot Cleaning. Spot clean handprints and spillage from doors, walls, and switch plate covers and partition glass where accessible.

Dusting (daily). Dust and spot clean fingerprints from desks and tables when cleared of paperwork.

Dusting (weekly). Dust filing cabinets, computers and damp wipe desks cleared of papers (do not disturb company papers). Dust tops of partitions, ledges and windowsills in office areas and remove cobwebs.

Telephones. Clean and sanitize telephones weekly.

COPY

EXHIBIT E

E.D.S. JANITORIAL SERVICES

SERVICE SPECIFICATIONS SCHEDULE

Building to be serviced

Des Moines Police Dept.

Areas to be serviced

Entrance, administrative offices, conference room, lunch room, holding areas, hallways, gym area, restrooms and locker room.

Service Specifications

Three days per week (Monday, Wednesday, Friday):

Entrance Areas. Police entrance area to remove litter. Clean entrance door glass, frames and handles.

Trash Removal. Empty waste receptacles and change liners as required from Owner's stock. Remove trash and place in designated containers.

Dusting. Dust and spot clean fingerprints from desks and tables when cleared of paperwork.

Spot Cleaning. Spot clean handprints and spillage from doors, walls, and switch plate covers and partition glass where accessible.

Floor Service. Dust mop or vacuum main entrance area, common areas and main traffic areas completely. Spot mop spillage from floors and spot clean spillage from carpets as needed.

Restrooms and Locker rooms. Clean and disinfect all washbasins, fixtures, toilets, toilet seats, urinals, restroom dispensers, and chrome fixtures. Clean restroom mirrors. Spot wash restroom walls and partitions. Sweep and wet mop floors with disinfectant solution. Refill restroom dispensers from Owner's stock. This includes towels, toilet tissue, soap, and feminine hygiene products where applicable. Empty waste receptacles and replace liners from Owner's stock. Spot clean receptacles.

Lunchroom. Empty waste receptacles and spot clean, insert new liners from Owner's stock. Remove and place trash in designated containers. Vacuum or dust mop and wet mop floors. Wipe down counters, sinks, tables and chairs and refrigerator. Clean inside and outside of microwave.

Supplies. Report needed supplies to customer contact.

Log Book. Check and respond to requests in communication logbook.

COPY

COPY

A-1 9/11/11

E.D.S. JANITORIAL SERVICES

SERVICE SPECIFICATION SCHEDULE - PAGE TWO

Weekly Cleaning Services:

Floor Service. Dust mop and wet mop all hard surface floors and vacuum all carpeting completely.

Dusting. Dust filing cabinets, computers and damp wipe desks cleared of papers (do not disturb company papers). Dust tops of partitions, ledges and windowsills in office areas and remove cobwebs.

Telephones. Clean and sanitize telephones weekly.

Monthly Cleaning Services:

Dusting. Dust high moldings, doorframes and window casings. Dust window blinds.

Floor Service. Vacuum edges of carpets and baseboards.

COPY

EXHIBIT F

E.D.S. JANITORIAL SERVICES

SERVICE SPECIFICATIONS SCHEDULE

Building to be serviced

Des Moines Parks and Public Works Building – 2255 So. 223rd St

Areas to be serviced

Office entrance, executive and administrative offices, large conference room, kitchen, hallways, locker room and restrooms.

Service Specifications

Three nights per week (Monday, Wednesday, Friday):

Trash Removal. Empty waste receptacles and change liners as required from Owner's stock. Remove trash and place in designated containers.

Floor Service. Dust mop or vacuum main entrance area, common areas and main traffic areas completely. Spot mop spillage from floors and spot clean spillage from carpets as needed.

Lunchroom/Kitchen. Empty waste receptacles and spot clean, insert new liners from Owner's stock. Remove and place trash in designated containers. Vacuum or dust mop and wet mop floors. Wipe down counters, sinks, tables and chairs and refrigerator. Clean microwave inside and out.

Restrooms. Clean and disinfect all washbasins, fixtures, toilets, toilet seats, urinals, restroom dispensers, and chrome fixtures. Clean restroom mirrors. Spot wash restroom walls and partitions. Sweep and wet mop floors with disinfectant solution. Refill restroom dispensers from Owner's stock. This includes towels, toilet tissue, soap, and feminine hygiene products where applicable. Empty waste receptacles and replace liners from Owner's stock. Spot clean receptacles.

Supplies. Report needed supplies to customer contact.

Log Book. Check and respond to requests in communication logbook.

COPY

as of 9/20/07

E.D.S. JANITORIAL SERVICES

SERVICE SPECIFICATION SCHEDULE - PAGE TWO

Weekly Cleaning Services:

Floor Service. Dust mop and wet mop all hard surface floors and vacuum all carpeting completely.

Monthly Cleaning Services:

Floor Service. Vacuum edges of carpets and baseboards.

Recommended services not in contract

Entrance Areas. Police entrance area to remove litter. Clean entrance door glass, frames and handles

Spot Cleaning. Spot clean handprints and spillage from doors, walls, and switch plate covers and partition glass where accessible.

Dusting (daily). Dust and spot clean fingerprints from desks and tables when cleared of paperwork.

Dusting (weekly). Dust filing cabinets, computers and damp wipe desks cleared of papers (do not disturb company papers). Dust tops of partitions, ledges and windowsills in office areas and remove cobwebs.

Telephones. Clean and sanitize telephones weekly.

COPY

City of Des Moines

DEPARTMENT OF PUBLIC WORKS
21650 11TH AVENUE SOUTH
DES MOINES, WASHINGTON 98198-6317
(206) 870-6522 www.desmoineswa.gov FAX (206) 870-6596



July 20, 2006

Mr. Eric Shoopman, Owner
American Building Services
PO Box 98591
Des Moines WA 98198

RE: Extension of Custodial Contract

Dear Eric:

This letter is to request extension of your company's custodial contract for janitorial services between the City of Des Moines, Washington and American building Services.

All contract conditions and agreements will remain the same as in the original contract. This extension of contract will be in effect from August 15, 2006, to August 15, 2007.

Your business relationship, professionalism and service to the City of Des Moines are appreciated.

Please sign and return the original letter.

Sincerely,

Frank Olson
Public Works and Park
Maintenance Superintendent

APPROVED:

Anthony A. Piasecki
City Manager

7/26/06
Date

Eric Shoopman
Owner

7/21/06
Date

COPY

The Waterland City
Printed on Recycled Paper

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CONTRACT ADDENDUM/AMENDMENT

This is an addendum/amendment to that contract dated December 11, 2003 between the CITY OF DES MOINES ("the City") and AMERICAN BUILDING SERVICES, previously known as EDS JANITORIAL SERVICES, ("the Contractor").

Pursuant to paragraph 4 of the December 11, 2003 contract, which provides that the term of the contract may be extended upon written agreement of both parties, the term of the contract is extended through August 15, 2007.

Pursuant to paragraph 8 of the December 11, 2003 contract, said contract is hereby modified as follows:

1. The name of EDS Janitorial has been changed to American Building Services, with the same ownership.

2. *Scope of Service.* Contractor shall provide services for the Des Moines Senior Activity Center as provided in Exhibit G attached hereto.

3. Monthly compensation for custodial services has increased from the original \$5,435.00 per month to \$6,095.00 per month, due to increased level of services for the Des Moines Field House.

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

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

IN WITNESS WHEREOF, four (4) identical counterparts of this Contract Addendum/Amendment, each of which shall be deemed an original, have been executed by the parties this 15th day of September, 2006, *nunc pro tunc* February 20, 2005.

CITY OF DES MOINES

By [Signature]
Its City Manager
By Direction of the Des Moines City
Council in Open Public Meeting on
September 14, 2006

21630 11th Avenue So.
Des Moines, WA 98198

Dated Sept. 15, 2006

AMERICAN BUILDING SERVICES
(Previously known as EDS Janitorial Services)

By American Building Services
Its [Signature]

Dated 9-15-06

APPROVED AS TO FORM:

[Signature]
City Attorney

COPY

EXHIBIT G

E.D.S. JANITORIAL SERVICES

SERVICE SPECIFICATIONS SCHEDULE

Building to be serviced

Des Moines Seniors Activities Center - 2045 So. 216th St

Areas to be serviced

Entrances, executive and administrative offices, open common areas, hallway, kitchen/lunchroom and restrooms.

Service Specifications

Five nights per week (Sunday, Monday, Tuesday, Wednesday, Thursday)

Trash Removal. Empty waste receptacles and change liners as required from Owner's stock. Remove trash and place in designated containers.

Floor Service. Dust mop or vacuum main entrance area, common areas and main traffic areas completely. Spot mop spillage from floors and spot clean spillage from carpets as needed.

Kitchen. Empty waste receptacles and spot clean, insert new liners from Owner's stock. Remove and place trash in designated containers. Vacuum or dust mop and wet mop floors. Wipe down counters, sinks and tables and refrigerator. Clean microwave inside and out.

Restrooms. Clean and disinfect all washbasins, fixtures, toilets, toilet seats, urinals, restroom dispensers, and chrome fixtures. Clean restroom mirrors. Spot wash restroom walls and partitions. Sweep and wet mop floors with disinfectant solution. Refill restroom dispensers from Owner's stock. This includes towels, toilet tissue, soap, and feminine hygiene products where applicable. Empty waste receptacles and replace liners from Owner's stock. Spot clean receptacles.

Supplies. Report needed supplies to customer contact.

Log Book. Check and respond to requests in communication logbook.

COPY

E.D.S. JANITORIAL SERVICES

SERVICE SPECIFICATION SCHEDULE -- PAGE TWO

Weekly Cleaning Services:

Floor Service. Dust mop and wet mop all hard surface floors and vacuum all carpeting completely.

Monthly Cleaning Services:

Floor Service. Vacuum edges of carpets and baseboards.

Recommended services not in contract

Entrance Areas. Police entrance area to remove litter. Clean entrance door glass, frames and handles

Spot Cleaning. Spot clean handprints and spillage from doors, walls, and switch plate covers and partition glass where accessible.

Dusting (daily). Dust and spot clean fingerprints from desks and tables when cleared of paperwork.

Dusting (weekly). Dust filing cabinets, computers and damp wipe desks cleared of papers (do not disturb company papers). Dust tops of partitions, ledges and windowsills in office areas and remove cobwebs.

Telephones. Clean and sanitize telephones weekly.

Dusting. Dust high moldings, doorframes and window casings. Dust window blinds.

COPY

CONTRACT ADDENDUM/AMENDMENT

This is an addendum/amendment to that contract dated December 11, 2003 between the CITY OF DES MOINES ("the City") and AMERICAN BUILDING SERVICES, previously known as EDS JANITORIAL SERVICES, ("the Contractor").

Pursuant to paragraph 4 of the December 11, 2003 contract, which provides that the term of the contract may be extended upon written agreement of both parties, the term of the contract is extended through December 31, 2007.

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

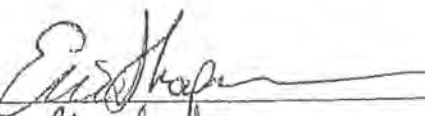
Except as hereby modified, all terms and conditions of said contract remain in full force and effect.

IN WITNESS WHEREOF, four (4) identical counterparts of this Contract Addendum/Amendment, each of which shall be deemed an original, have been executed by the parties this 26th day of September, 2007.

CITY OF DES MOINES

AMERICAN BUILDING SERVICES
(Previously known as EDS Janitorial Services)

By 
Its City Manager

By 
Its President

21630 11th Avenue So.
Des Moines, WA 98198

Dated 9/18/07

Dated 9-26-07

APPROVED AS TO FORM:


City Attorney

COPY

COPY

CONTRACT ADDENDUM/AMENDMENT

This is an addendum/amendment to that contract dated December 11, 2003 between the CITY OF DES MOINES ("the City") and AMERICAN BUILDING SERVICES, previously known as EDS JANITORIAL SERVICES, ("the Contractor") which was extended to August 15, 2007.

Pursuant to paragraph 4 of said contract, which provides that the term of the contract may be extended upon written agreement of both parties, the term of the contract is extended until December 31, 2008.

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

Except as modified hereby, [to include Exhibit H covering service specifications for the Des Moines Police Redondo Substation at 27041 Pacific Highway S. and Exhibit I covering service specifications for the Steven J. Underwood Memorial Park restroom facilities at 21800 20th Avenue S.] all terms and conditions of said contract remain in full force and effect. The rates for these two new services are spelled out at the bottom of the two Appendices (H and I).

IN WITNESS WHEREOF, four (4) identical counterparts of this Contract Addendum/Amendment, each of which shall be deemed an original, have been executed by the parties this 14th day of Dec, 2007, nunc pro tunc November 13, 2007

CITY OF DES MOINES

By [Signature]
 Its City Manager
 By Direction of the Des Moines City
 Council in Open Public Meeting on
DECEMBER 13, 2007

21630 11th Avenue So.
 Des Moines, WA 98198

Dated 12/14/07

APPROVED AS TO FORM:

[Signature]
 City Attorney

AMERICAN BUILDING SERVICES

(Previously known as EDS Janitorial Services)

By [Signature]
 Its Owner

P.O. Box 98591
DES MOINES WA 98198

Dated 12/14/07

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JANITORIAL SERVICES

SERVICE SPECIFICATIONS SCHEDULE

Building to be serviced

Des Moines Police Department Redondo (Substation - 27041 Pacific Highway South)

Areas to be serviced

Entrance, administrative offices, conference room, lunch room, holding areas, hallways, gym area, restrooms and locker room.

Service Specifications

One day per week: (No preference as to which day)

Entrance Areas. Police entrance area to remove litter. Clean entrance door glass, frames and handles.

Trash Removal. Empty waste receptacles and change liners as required from Owner's stock. Remove trash and place in designated containers.

Dusting. Dust and spot clean fingerprints from desks and tables when cleared of paperwork.

Spot Cleaning. Spot clean handprints and spillage from doors, walls, and switch plate covers and partition glass where accessible.

Lunchroom. Empty waste receptacles and spot clean, insert new liners from owner's stock. Remove and place trash in designated containers. Vacuum or dust mop and wet mop floors. Wipe down counters, sinks, tables and chairs and refrigerator. Clean microwave inside and out.

Floor Service. Dust mop or vacuum main entrance area, common areas and main traffic areas completely. Spot mop spillage from floors and spot clean spillage from carpets as needed.

Restrooms/Locker Rooms. Clean and disinfect all washbasins, fixtures, toilets, toilet seats, urinals, restroom dispensers, and chrome fixtures. Clean restroom mirrors. Spot wash restroom walls and partitions. Sweep and wet mop floors with disinfectant solution. Refill restroom dispensers from Owner's stock. This includes towels, toilet tissue, soap and feminine hygiene products where applicable. Empty waste receptacles and replace liners from Owner's stock. Spot clean receptacles.

Supplies. Report needed supplies to customer contact.

Log Book. Check and respond to requests in communication logbook.

WEEKLY Cleaning Services:

Floor Service. Dust mop and wet mop all hard surface floors and vacuum all carpeting completely.

Dusting. Dust filing cabinets, computers and damp wipe desks cleared of papers (do not disturb company papers). Dust tops of partitions, ledges and windowsills in office areas and remove cobwebs.

Telephones. Clean and sanitize telephones weekly.

MONTHLY Cleaning Services:

Floor Service: Vacuum edges of carpets and baseboards.

Dusting: Dust high moldings, doorframes and window casings. Dust window blinds.

Amendment for existing contract to include this new limited service as listed in this paragraph below the dotted line (above dotted line will be in the contract when rebid):

The price for the new South Substation is going to be \$185 per month for one day per week cleaning (similar to main station).

JANITORIAL SERVICESSERVICE SPECIFICATIONS SCHEDULEBuilding to be serviced

Des Moines Steven J. Underwood Memorial Park Restroom – 21800 20th Avenue South

Areas to be serviced

Public Restrooms

Service Specifications

Seasonal: (March thru October – daily 7 days/week) - unless notified otherwise; the City will not be charged for cancelled services.

Suggest once monthly November thru February (4 mos.) to prevent any buildup.

Floor Service. Wash, scrub, mop floors as needed to remove dirt, mud and field debris.

Restrooms. Clean and disinfect all washbasins, fixtures, toilets, toilet seats, urinals, restroom dispensers, sink fixtures, and mirrors. Spot wash restroom walls and partitions. Sweep and wet mop floors with disinfectant solution. Refill toilet paper dispensers from Owner's stock. Clean baby changing stations as needed.

Supplies. Report needed supplies to customer contact.

Log Book. Check and respond to requests in communication logbook.

Amendment for existing contract to include this new limited service as listed in this paragraph below the dotted line (above dotted line will be in the contract when rebid):

\$22 per service event: This will include wall spotting. Clean and disinfect all restroom fixtures, restock TP and sweep and wet mop all concrete floors.

8 mos x 7 days/wk x 4 weeks/mo = 224 services

4 mos x 1 day/month = 4 services

228 services @ \$22/service = \$5,016/year or \$418/mo

Note: Service events may be cancelled at any time by the City due to weather conditions. The City will not be charged for cancelled services.

CONTRACT ADDENDUM/AMENDMENT

This is an addendum/amendment to that contract dated December 11, 2003 between the CITY OF DES MOINES ("the City") and AMERICAN BUILDING SERVICES, previously known as EDS JANITORIAL SERVICES, ("the Contractor") which was extended to December 31, 2008.

Pursuant to paragraph 4 of said contract, which provides that the term of the contract may be extended upon written agreement of both parties, the term of the contract is extended until December 31, 2009.

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

Except as modified hereby, [to include Exhibit "J" covering service specifications for the "MAINTENANCE" cleaning of various restroom and kitchen facilities throughout the City] all terms and conditions of said contract remain in full force and effect. The rates for these new services are shown at the bottom of the attached Exhibit (J).

IN WITNESS WHEREOF, four (4) identical counterparts of this Contract Addendum/Amendment, each of which shall be deemed an original, have been executed by the parties this 12th day of Dec, 2008.

CITY OF DES MOINES

By [Signature]
 Its City Manager
 By Direction of the Des Moines City
 Council in Open Public Meeting on
DECEMBER 11, 2008

21630 11th Avenue So.
 Des Moines, WA 98198

Dated 12/12/08

APPROVED AS TO FORM:

[Signature]
 City Attorney

AMERICAN BUILDING SERVICES
 (Previously known as EDS Janitorial
 Services)

By [Signature]
 Its PRESIDENT

P.O. Box 98591
DES MOINES WA 98198

Dated 12/12/08

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CUSTODIAL CONTRACT EXHIBIT "J"

Restrooms in need of "MAINTENANCE" cleaning every three months:

- Suite A (Men and Women)
- Suite C (Public Restrooms for Men and Women)
- Suite D (Men and Women)
- Engineering Upstairs (Men and Women)
- Engineering Downstairs (Both Restrooms including shower)
- Field House Upstairs
- Field House Downstairs (Men and Women including shower)

For the purposes of this Exhibit, "MAINTENANCE" cleaning means:

- Machine scrubbing and disinfecting all floor surfaces
- Scrubbing and disinfecting wall surfaces and toilet stall partitions
- Scrubbing and disinfecting all toilets, sinks, urinals, and other restroom fixtures (including de-scaling)

Kitchen areas in need of "MAINTENANCE" cleaning every three months:

- Suite A
- Suite D
- Engineering (Upstairs and Downstairs)
- Public Works Service Center

For the purposes of this Exhibit, "MAINTENANCE" cleaning means:

- Machine scrubbing and disinfecting all floor surfaces
- Scrubbing and disinfecting all table and counter surfaces
- Scrubbing and disinfecting all sinks
- Scrubbing and cleaning all microwave interior surfaces

Total annual cost to the City for Exhibit "J" services is: \$4,560.00

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CONTRACT ADDENDUM/AMENDMENT

This is an addendum/amendment to that contract dated December 11, 2003 between the CITY OF DES MOINES ("the City") and AMERICAN BUILDING SERVICES, previously known as EDS JANITORIAL SERVICES, ("the Contractor") which was extended to December 31, 2009.

Pursuant to paragraph 4 of said contract, which provides that the term of the contract may be extended upon written agreement of both parties, the term of the contract is extended through December 31, 2011.

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

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

IN WITNESS WHEREOF, four (4) identical counterparts of this Contract Addendum/Amendment, each of which shall be deemed an original, have been executed by the parties this 9th day of July, 2009.

CITY OF DES MOINES

AMERICAN BUILDING SERVICES

(Previously known as EDS Janitorial Services)

By [Signature]
Its City Manager
By Direction of the Des Moines City
Council in Open Public Meeting on
JUNE 25, 2009

21630 11th Avenue S
Des Moines WA 98198

Dated 7/9/09

By [Signature]
By American Building Services
Its PRESIDENT

P.O. Box 98598
DES MOINES WA 98198

Dated 7/8/09

APPROVED AS TO FORM:

[Signature]
Asst City Attorney

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CONTRACT ADDENDUM/AMENDMENT

This is an addendum/amendment to that contract dated December 11, 2003 between the CITY OF DES MOINES ("the City") and AMERICAN BUILDING SERVICES, previously known as EDS JANITORIAL SERVICES, ("the Contractor") which was extended to December 31, 2011.

Pursuant to paragraph 4 of said contract, which provides that the term of the contract may be extended upon written agreement of both parties, the term of the contract is extended until December 31, 2012.

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

Except as modified previously, all terms and conditions of said contract remain in full force and effect. The rates will remain the same.

IN WITNESS WHEREOF, four (4) identical counterparts of this Contract Addendum/Amendment, each of which shall be deemed an original, have been executed by the parties this 16TH day of AUGUST, 2011.

CITY OF DES MOINES

By [Signature]
 Its City Manager
 By Direction of the Des Moines City
 Council in Open Public Meeting on
AUGUST 11, 2011

21630 11th Avenue So.
 Des Moines, WA 98198

Dated 8/16/11

APPROVED AS TO FORM:

[Signature]
 City Attorney

AMERICAN BUILDING SERVICES
 (Previously known as EDS Janitorial
 Services)

By [Signature]
 Its PRESIDENT

P.O. Box 98591
DES MOINES, WA 98198

Dated 8/16/11

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CONTRACT ADDENDUM/AMENDMENT

This is an addendum/amendment to that contract dated December 11, 2003 between the CITY OF DES MOINES ("the City") and AMERICAN BUILDING SERVICES, previously known as EDS JANITORIAL SERVICES, ("the Contractor") which was extended to December 31, 2012.

Pursuant to paragraph 4 of said contract, which provides that the term of the contract may be extended upon written agreement of both parties, the term of the contract is extended until December 31, 2014.

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

Except as modified hereby, *[to include Exhibit K covering service specifications for the Des Moines Beach Park Auditorium at 22030-D Cliff Ave. S. attached hereto]* all terms and conditions of said contract remain in full force and effect. The rates will remain the same.

IN WITNESS WHEREOF, four (4) identical counterparts of this Contract Addendum/Amendment, each of which shall be deemed an original, have been executed by the parties this 1ST day of AUGUST, 20 12.

CITY OF DES MOINES

By *Tamara An Emerson*
 Its *Acting City Manager*
 By Direction of the Des Moines City
 Council in Open Public Meeting on
JUNE 28, 2012

21630 11th Avenue So.
 Des Moines, WA 98198

Dated 8/1/2012

APPROVED AS TO FORM:

[Signature]
 City Attorney

AMERICAN BUILDING SERVICES

(Previously known as EDS Janitorial Services)

By *Chris Chapman*
 Its *President*

P.O. Box 98591

DES MOINES, WA 98198

Dated 7/30/2012



American Building Services, Inc.

147 EXHIBIT K

PO Box 98591
Des Moines, WA 98198
206.878.6679 Tel
206.870.8763 Fax
www.janitorial-abs.com

April 11, 2012

Scott Romano
City of Des Moines
21650 11th Avenue South
Des Moines, WA 98198

Scott:

Thank you for the opportunity to submit a proposal for on-call janitorial services for the Auditorium located at City of Des Moines Beach Park. I have attached a Service Specifications Schedule and a Cost Analysis, which includes the proposed price for providing the specified services; as well as an Agreement and Terms and Conditions for your review and approval.

Should you have any further questions, or need additional information, please do not hesitate to contact me. Thank you again for this opportunity and I look forward to hearing from you soon.

Sincerely,

American Building Services, Inc.

Eric Shoopman
Managing Partner

COPY 147



American Building Services, Inc.

SERVICE SPECIFICATIONS SCHEDULE

Areas to be serviced

Auditorium entrance, kitchenette, open meeting room, stage and two restrooms.

(NOTE: Electric auto scrubber will need to be purchased, stored and used to clean main auditorium floors. Floors can not be dust or wet mopped conventionally, as the coating on the floor is too rough.)

Service specifications - on-call service following facility rental:

Entrance Areas. Police entrance area to remove litter. Clean entrance door glass(4), frames and handles. Clean large swing doors.

Trash Removal. Empty waste receptacles from all common and change liners as required from Owner's stock. Remove trash and place in designated containers.

Spot Cleaning. Spot clean handprints and spillage from doors, walls, and switch plate covers.

Kitchenette. Empty waste receptacles, spot clean receptacles and walls around receptacles, insert new liners from Owner's stock. Remove and place trash in designated containers. Wipe down counters and sink with disinfectant solution.

Floor Service. Back pack vacuum floor, Machine scrub and rinse with auto scrubber. Dust mop and wet mop stage.

Restrooms. Clean and disinfect all washbasins, fixtures, toilets, toilet seats, urinals, restroom dispensers, and chrome fixtures. Clean restroom mirrors. Spot wash restroom walls and partitions. Sweep and wet mop floors with disinfectant solution. Refill restroom dispensers from Owner's stock. This includes towels, toilet tissue, soap, and feminine hygiene products where applicable. Empty waste receptacles and replace liners from Owner's stock.

Supplies. Report needed supplies to customer contact.



American Building Services, Inc.

COST ANALYSIS

On-call janitorial services following facility rental:

Following facility rental	\$75.00 per service
Following heavy facility rental	\$125.00 per service
Above normal facility use (heavy alcohol usage)	

**CONTRACT AMENDMENT/ADDENDUM FORM****CONTRACT FOR CUSTODIAL SERVICES BETWEEN
THE CITY OF DES MOINES AND AMERICAN BUILDING SERVICES, INC.**

THIS AMENDMENT/ADDENDUM #8 is entered into on this 17TH day of NOVEMBER, 2014, pursuant to that certain Contract entered into on the 19th day of February, 2004, between the **CITY OF DES MOINES, WASHINGTON** (hereinafter "City"), and **AMERICAN BUILDING SERVICES, INC.**, (hereinafter "Vendor").

The parties herein agree that the Contract dated February 19, 2004, which was extended until December 31, 2014, shall remain in full force and effect, except for the amendments/addendums set forth as follows:

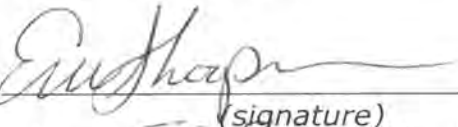
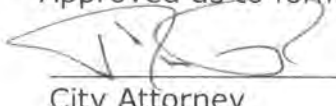
1) **SECTION IV** of Contract dated February 19, 2004, is hereby amended to read as follows:

Pursuant to Section 4 of said contract, which provides that the term of the contract may be extended upon written agreement of both parties, the term of the contract is extended until December 31, 2015.

Any acts consistent with the authority and prior to the effective date of this Amendment/Addendum are hereby ratified and confirmed.

All terms and conditions of said contract remain in full force and effect. The rates will remain the same.

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

AMERICAN BUILDING SERVICES, INC.: By: <u></u> (signature) Print Name: <u>Eric Shoopman</u> Its <u>President</u> (Title) DATE: <u>11/5/2014</u>	CITY OF DES MOINES: By: <u></u> (signature) Print Name: <u>Anthony A. Piasecki</u> Its <u>City Manager</u> (Title) DATE: <u>11/17/14</u> Approved as to form: <u></u> City Attorney DATE: <u>11/17/14</u>
NOTICES TO BE SENT TO: AMERICAN BUILDING SERVICES, INC.: Eric Shoopman American Building Services, Inc. P O Box 98591 Des Moines, WA 98198 (206) 878-6679 (telephone) (206) 870-8763 (facsimile)	NOTICES TO BE SENT TO: CITY OF DES MOINES: Scott J. Romano City of Des Moines 21650 11th Avenue S Des Moines, WA 98198 (206) 870-6539 (telephone) (206) 870-6596 (facsimile)

As Directed by the Des Moines City Council
in Open Public Meeting on OCTOBER 23, 2014.

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Transportation Gateway Project
South 216th Street, Segment 1-A
Right of Way Acquisition
Majestic Bay Apartments LLC
Tax Parcels 215640-0025; 858270-005; Project Parcels 17 & 18

AGENDA OF: July 23, 2015

DEPT. OF ORIGIN: Planning, Building & Public Works

DATE SUBMITTED: July 14, 2015

CLEARANCES:

☒ Legal JS

☒ Finance JS

☐ Marina N/A

☐ Parks, Recreation & Senior Services N/A

☒ Planning, Building & Public Works JSB

☐ Police N/A

ATTACHMENTS:

1. Statutory Warranty Deeds for Parcel #'s 215640-0025 & 858270-000
2. Permanent Slope Easement Parcel 215640-0025
3. Utility Easement for Parcel 858270-005
4. Construction Easement/Right of Entry
5. Real Property Voucher
6. Project Map

APPROVED BY CITY MANAGER

FOR SUBMITTAL: JS

Purpose and Recommendation:

The purpose of this agenda item is to seek City Council approval for the purchase of right-of-way from Majestic Bay Apartments, LLC for widening and capital improvement of S. 216th Street, Segment 1-A. The following motion will appear on the Consent Calendar:

Suggested Motion

Motion: "I move to purchase 3077 square feet of land from Majestic Bay Apartments, LLC in the amount of \$46,200, a 204 Square foot Slope Easement in the amount of \$800, a 457 square foot utility easement in the amount of \$1,700, as well as compensate the owner \$1,900 for taken improvements and \$28,500 for damages including cost of sign relocation and parking redesign/replacement for a grand total of \$79,100 (rounded dollars), plus associated closing costs, and further authorize the City Manager to sign the Statutory Warranty Deed, Slope Easement, Utility Easement, Construction Easement & Right of Entry and Real Property Voucher Agreement substantially in the form submitted and accept the right of way on behalf of the City of Des Moines."

Background:

Widening and improvement of S. 216th Street, Segment 1-A between 24th Avenue S. to Pacific Highway South is an element of the city of Des Moines Comprehensive Plan and the 2015-2020 Capital Improvement Program, Project 319.332. This arterial is one of the three roadway segments referred collectively as the Des Moines Transportation Gateway Project. The project will include new travel lanes, bicycle lanes, wider sidewalks, landscaping and pedestrian lighting, as well as other utility and related urban design elements. The City Council passed Ordinance No 1616 on January 22, 2015 authorizing staff to proceed with acquisition of right-of-way from these properties. The City is following adopted right-of-way procedures conforming to WSDOT and Federal Highway Administration guidelines.

Discussion:

Design of this project is complete including all environmental documentation under NEPA and SEPA. The approved right-of-way plan requires 3,077 square feet of property in fee (Attachment 1), 204 square feet for a slope easement (Attachment 2), and 457 square feet for a utility easement (Attachment 3) from Parcel Numbers 215640-0025 & 858270-005. A temporary Construction Easement & Right of Entry (Attachment 4) was negotiated including an agreement to relocate the sign and surface parking as compensated by the City with this purchase. The cost of acquisition is summarized in the proposed Real Property Voucher (Attachment 5). An appraisal and review appraisal of the proposed acquisition was performed establishing the fair market value that was offered to the owner as compensation. The owner has been very cooperative through the negotiation process and will release the instruments upon approval of his lender.

The land area cited above needs to be acquired so that the State may certify that the City has clear entitlement to the right-of-way prior to advertizing the project for construction. As shown on Attachment 6 negotiations are continuing on 3 other parcels.

Alternatives:

No other alternatives are currently available. The final design and alignment for the roadway requires this right-of-way. Alternatives were considered during pre-design (symmetrical verses an offset alignment) resulting in settling on a right-of-way plan supported by final design.

Financial Impact:

Right-of-Way acquisition is funded in part by a grant from the Federal Highways Administration. The project is funded by CIP Project 319.332.

Recommendation/Conclusion:

Staff recommends the Council approve the proposed motion.

Concurrence:

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

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

STATUTORY WARRANTY DEED

ROW Parcel #:	17 & 18
Grantor:	Majestic Bay Apartments LLC, a Washington limited liability Company
Grantee:	City of Des Moines, a municipal corporation of the State of Washington
Legal Description/STR:	Ptn. Lt. 2, SP#DE-MO-SP-80-5, Rec. No. 8007220597
Assessor's Tax Parcel ID#:	A: 858270-0000 B: 215640-0025
Property Address:	2459 S 216 th ST, Des Moines, Washington

Transportation Gateway Project
South 216th Street, Segment 1-A, Improvements
24th Avenue S. to Pacific Highway S.

THE GRANTOR(S), Majestic Bay Apartments LLC, a Washington limited liability Company, for and in consideration of sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, hereby conveys and warrants to the **City of Des Moines, a Washington municipal corporation of the State of Washington**, its successors and assigns, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain per Chapter 8.12 RCW, for the use of the public, the real property described and attached hereto as Exhibit A and B, illustrated and attached hereto as Exhibit A-1 and B-1, situated in City of Des Moines, in King County, Washington.

|

Parcel No. 858270-0005 & 215640-0025

Also, the Grantor requests the Assessor and Treasurer of said County to set over to the remainder of Tax Parcel No. 85870-0005 & 215640-0025, the lien of all unpaid taxes, if any, affecting the real estate herein conveyed, as provided by RCW 84.60.070

DATED this 8th day of July, 2015.

GRANTOR:

Majestic Bay Apartments LLC.

By:  Date: 7/8/2015
W. Dean Weidner as Trustee of the
W. Dean Weidner Living Trust UTA DTD 10-23-98, as amended
Its: Member

GRANTEE:

CITY OF DES MOINES,
a Washington municipal corporation

By: _____ Date: _____
Anthony A. Piasecki, City Manager

At the direction of the Des Moines City Council on ____ day of _____, 2015.

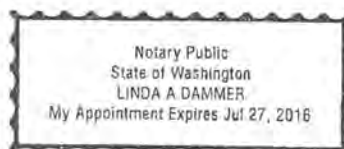
APPROVED as to form only:

Pat Bosmans, City Attorney

Date: _____

STATE OF WASHINGTON }
 } SS.
 COUNTY OF KING }

I certify that I know or have satisfactory evidence that W. Dean Weidner 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 Trustee of W. Dean Weidner Living Trust, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.



Dated: 7/8/15
 Signature: Linda A. Dammer
 Notary Public in and for the State of Washington
 Notary (print name): Linda A. Dammer
 Residing at: Bothell, WA
 My appointment expires: 7/27/16

STATE OF WASHINGTON }
 } SS.
 COUNTY OF KING }

This instrument was acknowledged before me on _____ (date of acknowledgment) by Anthony Piasecki 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: _____

EXHIBIT A
PARCEL NO. 8582700000
RIGHT OF WAY ACQUISITION

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

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

THENCE SOUTH 01° 03' 46" WEST ALONG THE EAST LINE OF SAID PARCEL "A", 18.48 FEET;

THENCE WESTERLY ON A CURVE TO THE RIGHT WHOSE CENTER BEARS NORTH 03° 32' 48" EAST, 6,051.50 FEET, AN ARC DISTANCE OF 34.58 FEET;

THENCE NORTH 86° 07' 34" WEST, 73.48 FEET TO THE WEST LINE OF SAID PARCEL "A";

THENCE NORTH 01° 03' 46" EAST ALONG SAID WEST LINE, 14.55 FEET TO SAID SOUTH MARGIN OF SOUTH 216TH STREET;

THENCE SOUTH 88° 15' 51" EAST ALONG SAID SOUTH MARGIN, 107.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,786 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER SPECIAL WARRANTY DEED RECORDED UNDER RECORDING NO. 20130530000393, RECORDS OF KING COUNTY, WASHINGTON)

UNITS 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120 AND 124
 UNITS 201, 202, 203, 204, 205, 206, 208, 221, 222, 223, 224, 225, 226 AND 228.

UNITS 301, 303, 323 AND 324.

UNITS 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 437 AND 438.

UNITS 501, 502, 504, 536, 537 AND 538, TERRA VILLA, A CONDOMINIUM.

SURVEY MAP AND PLANS RECORDED IN VOLUME 55 OF CONDOMINIUMS, PAGE 52 THROUGH 76 INCLUSIVE, CONDOMINIUM DECLARATION RECORDED UNDER RECORDING NO 8107230611, AND ANY AMENDMENTS THERETO, RECORDS OF KING COUNTY, WASHINGTON. TOGETHER WITH 100% OF THE COMMON ELEMENT.

(THE UNITS LISTED CONSTITUTE ALL THE UNITS IN THE CONDOMINIUM)

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON

ALSO KNOWN AS LOT 1 OF SHORT PLAT NO. DE-MO-SP80-5, RECORDED UNDER RECORDING NO. 8007220597, RECORDS OF KING COUNTY, STATE OF WASHINGTON.



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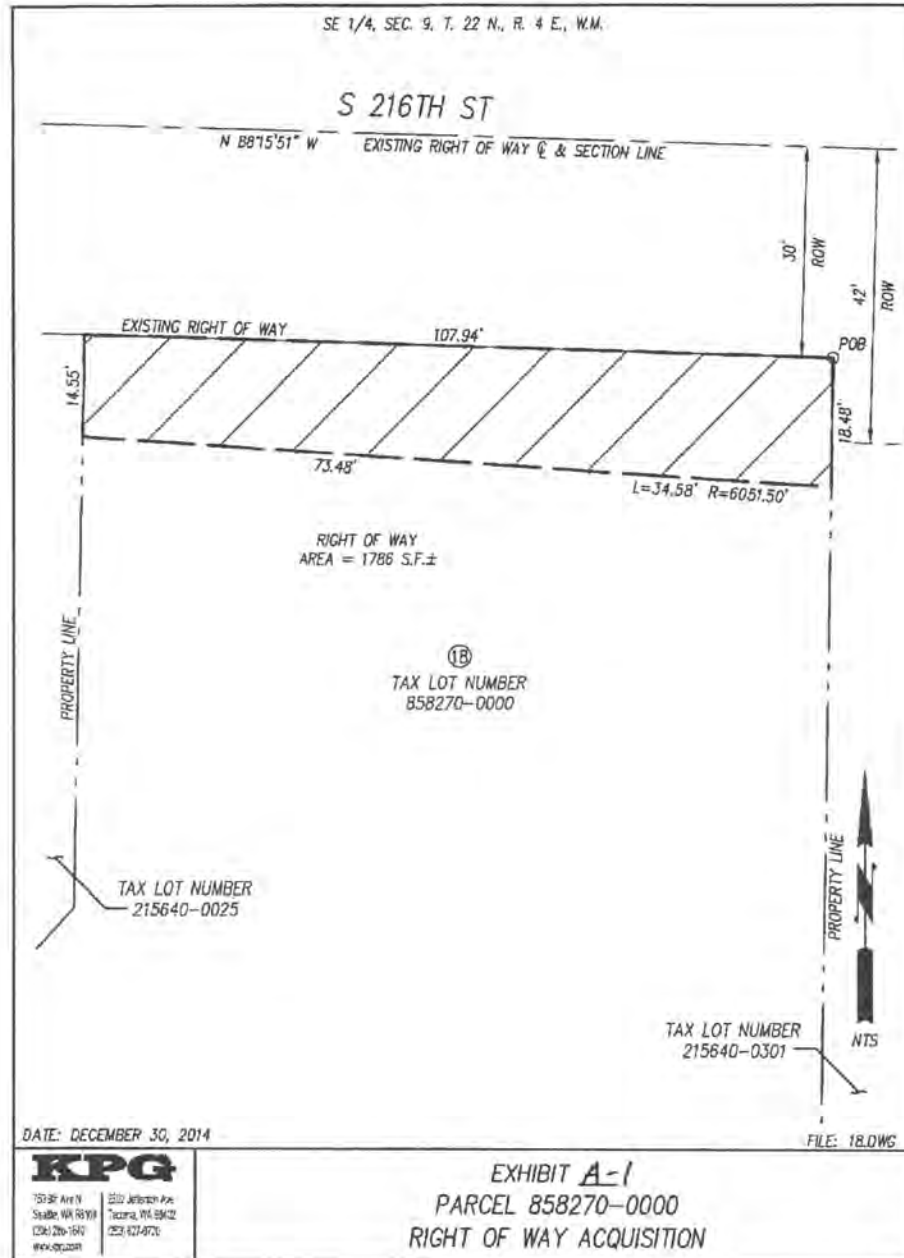


EXHIBIT B
PARCEL NO. 215640-0025
RIGHT OF WAY ACQUISITION

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

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

THENCE SOUTH 01° 03' 46" WEST ALONG THE EAST LINE OF SAID PARCEL "A", 14.55 FEET;

THENCE NORTH 86° 07' 34" WEST, 77.86 FEET;

THENCE WESTERLY ON A CURVE TO THE LEFT WHOSE CENTER BEARS SOUTH 03° 49' 08" WEST, 11,218.50 FEET, AN ARC DISTANCE OF 24.33 FEET TO THE WEST LINE OF SAID PARCEL "A";

THENCE NORTH 01° 03' 45" EAST ALONG SAID WEST LINE, 10.78 FEET TO SAID SOUTH MARGIN OF SOUTH 216TH STREET;

THENCE SOUTH 88° 15' 51" EAST ALONG SAID SOUTH MARGIN, 102.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,291 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER STEWART TITLE COMPANY ORDER NO. 01148-12329, DATED DECEMBER 17, 2014)

THAT PORTION OF LOT 2, CITY OF DES MOINES SHORT PLAT NO. DE-MO-SP-80-5, ACCORDING TO THE SHORT PLAT RECORDED UNDER RECORDING NUMBER 8007220597, RECORDS OF KING COUNTY, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

THENCE SOUTH 88°15'48" EAST ALONG THE EAST-WEST QUARTER SECTION LINE OF SAID SECTION 9 AND THE CENTERLINE OF SOUTH 216TH STREET, 250.02 FEET;

THENCE SOUTH 01°06'21" WEST 30.00 FEET TO THE SOUTHERLY MARGIN OF SOUTH 216TH STREET;

THENCE SOUTH 88°15'48" EAST ALONG SAID SOUTHERLY MARGIN 300.0 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 01°03'59" WEST 82.00 FEET;

THENCE SOUTH 42°56'19" WEST 152.91 FEET;

THENCE NORTH 01°03'59" EAST TO THE SOUTHERLY MARGIN OF SOUTH 216TH STREET;

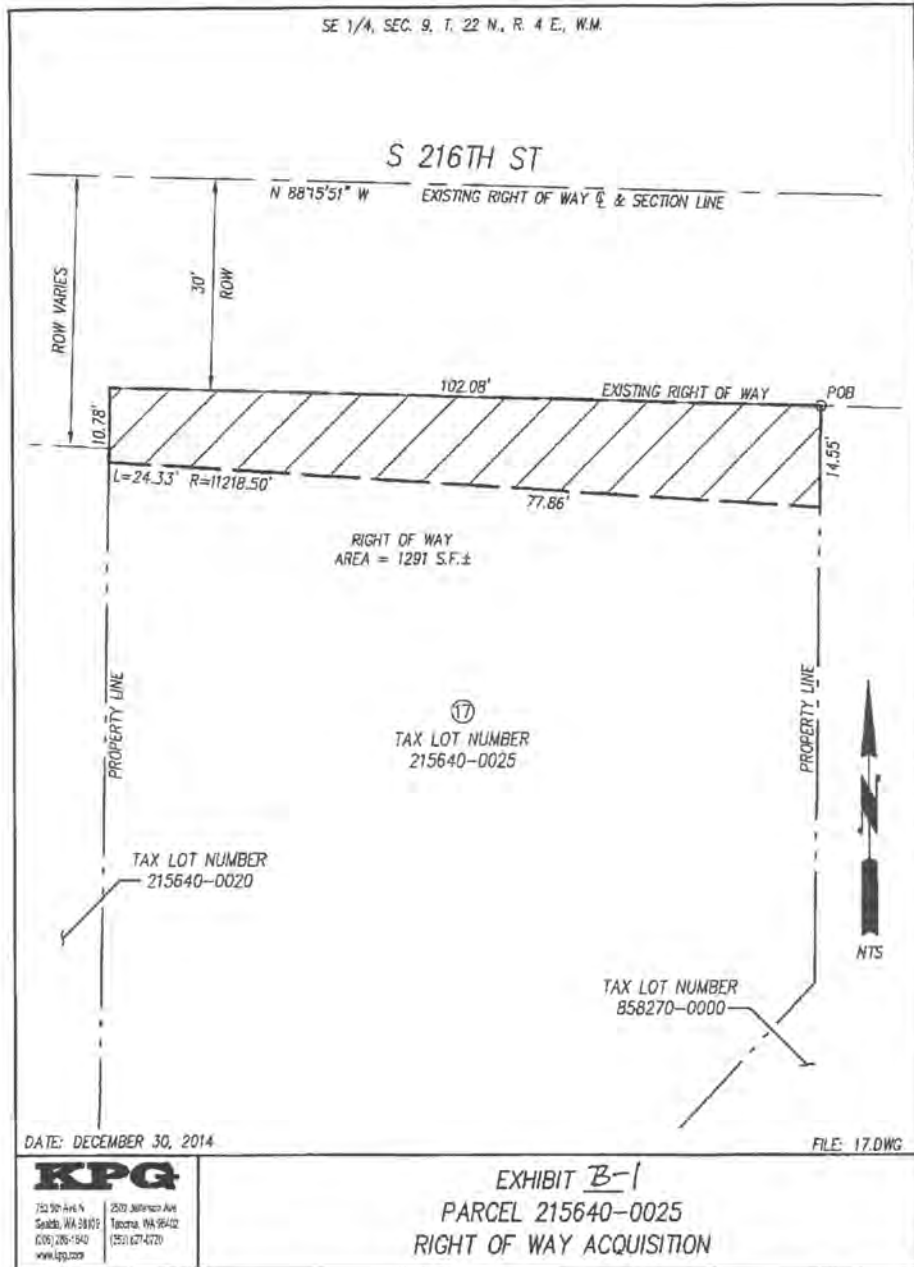
THENCE SOUTH 88°15'48" EAST ALONG SAID SOUTHERLY MARGIN TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.



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Page 1 of 1
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After Recording, Return to:
CITY OF DES MOINES
ATTN: CITY ATTORNEY
21630 11th Avenue South, Suite C
Des Moines, WA 98198

SLOPE EASEMENT

ROW Parcel #:	17 & 18
Grantor:	Majestic Bay Apartments LLC, a Washington limited liability Company
Grantee:	City of Des Moines, a municipal corporation of the State of Washington
Legal Description/STR:	Ptn. Lt. 2, SP#DE-MO-SP-80-5, Rec. No. 8007220597
Assessor's Tax Parcel ID#:	B: 215640-0025
Property Address:	2459 S 216 th ST, Des Moines, Washington

Transportation Gateway Project
South 216th Street, Segment 1-A, Improvements
24th Avenue S. to Pacific Highway S.

THIS EASEMENT AGREEMENT, made this 6th day of July, 2015, by and between, Majestic Bay Apartments LLC, a Washington limited liability company ("Grantor" herein), and the CITY OF DES MOINES, a municipal corporation of the State of Washington, ("Grantee" herein).

WITNESSETH:

- Grant of Easement.** The Grantors, for and in consideration of TEN DOLLARS (\$10.00), and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grant and convey to the City of Des Moines, a municipal corporation of the State of Washington, its contractors, employees, agents, successors and assigns, (Grantee), for the purposes set forth herein, a non-exclusive perpetual easement for constructing and maintaining roadway walls and slopes in excavation and/or embankment ("Easement" herein) over, under, along, across, and through the following described real property ("Easement Area" herein) in King County, Washington.

|

Parcel No. 858270-0005 & 215640-0025

2. Property Subject to Easement

- a. **Property Description.** The Property subject to this Easement is legally described and shown in Exhibit "A" and Exhibit "A-1" attached hereto and incorporated by reference.
- b. **Easement Areas.** Except as is otherwise set forth herein, Grantee's rights shall be exercised only upon that portion of the property legally described in Exhibit "A" and Exhibit "A-1" ("Easement Areas" herein) attached hereto and incorporated by reference.
3. **Purpose.** Grantee shall have the right to construct, operate, maintain, repair, replace, improve, remove, and walls and/or slopes in excavation and/or embankment, and other associated features within the Easement Areas for the purpose constructing and maintaining roadway side slopes.
4. **Access.** Grantee shall have the right of access to the Easement Areas over and across the Property 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 Areas. 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.
6. **Grantor's Use of Easement Area.** Grantors reserve the right to use the Easement Areas for any purpose so long as the use does not interfere with the Easement rights herein granted. Grantors may install groundcover and shrub landscaping plantings within the Easement Area with Grantee's prior written consent. Grantors shall not alter the ground surface and subsurface with the Easement Area by excavation, placement of fill material, or installation of any wall or rockery, without written consent from the Grantee's Public Works Director or authorized designee. Grantee's prior written consent, where required, shall not be unreasonably withheld. Grantor shall not construct or maintain any buildings within the Easement Areas.
7. **Indemnity.** Grantee agrees to indemnify Grantors from and against liability incurred by Grantors as result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantors for that portion of any such liability attributable to the negligence of Grantors or the negligence of others.
8. **Covenant Running With the Land.** This Easement shall be covenant running with the land and shall forever bind Grantors, their heirs, successors, and assigns.

Grantors acknowledge that property and/or property rights conveyed herein are in consideration of mutual benefit to be derived; and Grantors has been informed of its right to receive just compensation and have waived said rights.

The lands herein described can be found in design plans on file with the Director of the City of Des Moines Public Works in Des Moines, Washington, CIP 319.332, S. 216th Street, Segment 1-A.

DATED this 8th day of July, 2015.

GRANTOR:

Majestic Bay Apartments LLC

By: 

W. Dawn Weidner, as Trustee of the
W. Dawn Weidner Living Trust UTA DTD 10-23-76, as amended

Its: Member

GRANTEE:

CITY OF DES MOINES,
a Washington municipal corporation

By: _____
Anthony A. Piasecki, City Manager

Date: _____

At the direction of the Des Moines City Council on ____ day of _____, 2015.

APPROVED as to form only:

Pat Bosmans, City Attorney

Date

STATE OF WASHINGTON }
 } SS.
 COUNTY OF KING }

I certify that I know or have satisfactory evidence that Mr. Dean Weidner 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 Trustee of Mr. Dean Weidner Living Trust, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.



Dated: 7/4/15
 Signature: Linda A. Dammer
 Notary Public in and for the State of Washington
 Notary (print name): Linda A. Dammer
 Residing at: Bothell, WA
 My appointment expires: 7/27/16

STATE OF WASHINGTON }
 } SS.
 COUNTY OF KING }

This instrument was acknowledged before me on _____ (date of acknowledgment) by Anthony Piasecki 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: _____

EXHIBIT A
PARCEL NO. 215640-0025
PERMANENT SLOPE EASEMENT

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

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

THENCE SOUTH 01° 03' 46" WEST ALONG THE EAST LINE OF SAID PARCEL "A", 14.55 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 86° 07' 34" WEST, 77.86 FEET;

THENCE WESTERLY ON A CURVE TO THE LEFT WHOSE CENTER BEARS SOUTH 03° 49' 08" WEST, 11,218.50 FEET, AN ARC DISTANCE OF 24.33 FEET TO THE WEST LINE OF SAID PARCEL "A";

THENCE SOUTH 01° 03' 45" WEST ALONG SAID WEST LINE, 2.00 FEET;

THENCE EASTERLY ON A CURVE TO THE RIGHT WHOSE CENTER BEARS SOUTH 03° 38' 26" WEST, 5,946.50 FEET, AN ARC DISTANCE OF 24.23 FEET;

THENCE SOUTH 86° 07' 34" EAST, 77.96 FEET TO THE EAST LINE OF SAID PARCEL "A";

THENCE NORTH 01° 03' 46" EAST ALONG SAID EAST LINE, 2.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 204 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER STEWART TITLE COMPANY ORDER NO. 01148-12329, DATED DECEMBER 17, 2014)

THAT PORTION OF LOT 2, CITY OF DES MOINES SHORT PLAT NO. DE-MO-SP-80-5, ACCORDING TO THE SHORT PLAT RECORDED UNDER RECORDING NUMBER 8007220597, RECORDS OF KING COUNTY, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP

22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

THENCE SOUTH 88°15'48" EAST ALONG THE EAST-WEST QUARTER SECTION LINE OF SAID SECTION 9

AND THE CENTERLINE OF SOUTH 216TH STREET, 250.02 FEET;

THENCE SOUTH 01°06'21" WEST 30.00 FEET TO THE SOUTHERLY MARGIN OF SOUTH 216TH STREET;

THENCE SOUTH 88°15'48" EAST ALONG SAID SOUTHERLY MARGIN 300.0 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 01°03'59" WEST 82.00 FEET;

THENCE SOUTH 42°56'19" WEST 152.91 FEET;

THENCE NORTH 01°03'59" EAST TO THE SOUTHERLY MARGIN OF SOUTH 216TH STREET;

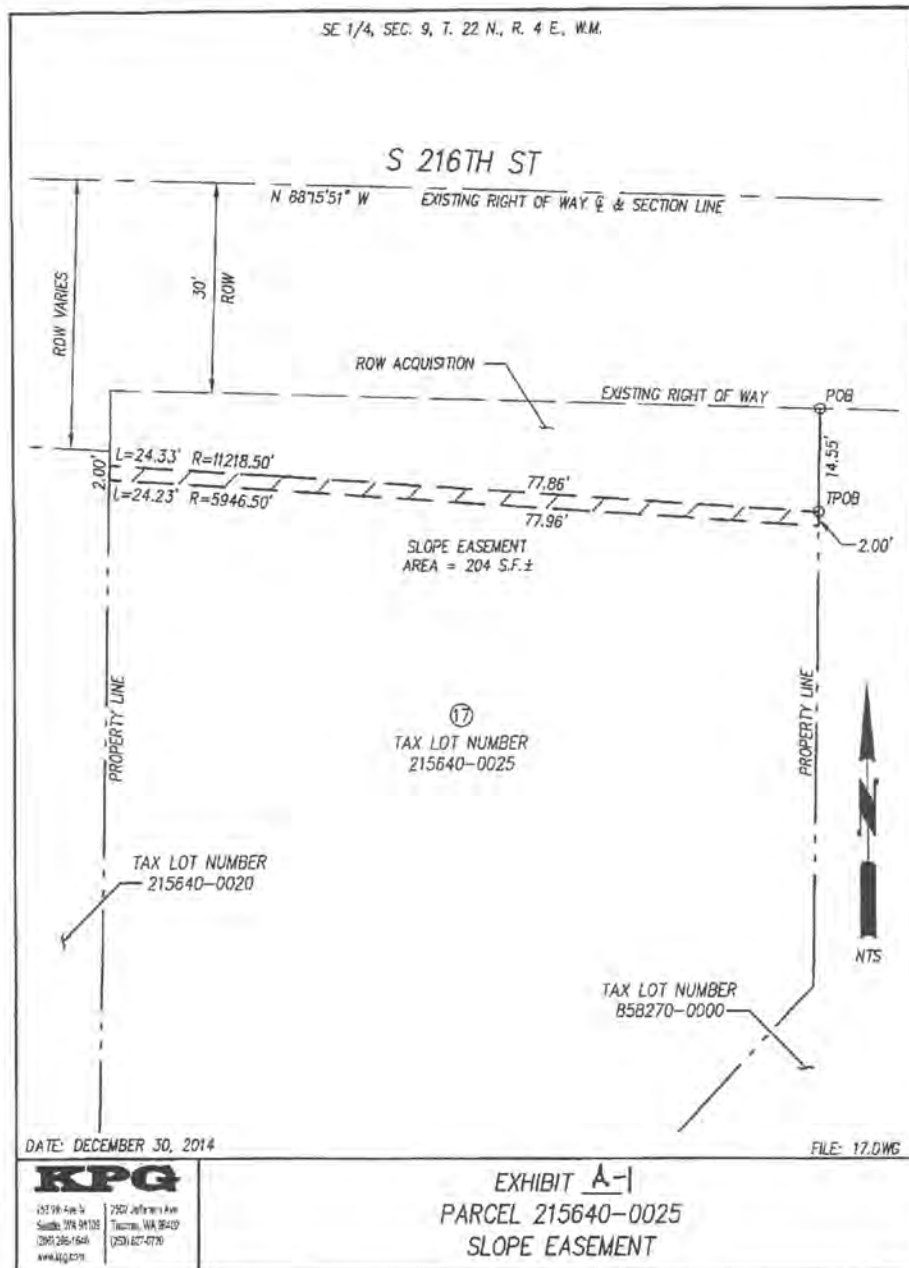
THENCE SOUTH 88°15'48" EAST ALONG SAID SOUTHERLY MARGIN TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

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

UTILITY EASEMENT

ROW Parcel #:	17 & 18
Grantor:	Majestic Bay Apartments LLC, a Washington limited liability Company
Grantee:	City of Des Moines, a municipal corporation of the State of Washington
Legal Description/STR:	Ptn. Lt. 2, SP#DE-MO-SP-80-5, Rec. No. 8007220597
Assessor's Tax Parcel ID#:	A: 858270-0000
Property Address:	2459 S 216 th ST, Des Moines, Washington

Transportation Gateway Project
South 216th Street, Segment 1-A, Improvements
24th Avenue S. to Pacific Highway S.

THIS EASEMENT AGREEMENT, made this 8th day of July, 2015, by and between Majestic Bay Apartments LLC, a Washington limited liability Company ("Grantor" herein), and the CITY OF DES MOINES, a municipal corporation of the State of Washington, ("Grantee" herein).

WITNESSETH:

1. **Grant of Easement.** The Grantors, for and in consideration of TEN DOLLARS (\$10.00), and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grant and convey to the City of Des Moines, a municipal corporation of the State of Washington, its contractors, employees, agents, successors, franchisors and assigns, (Grantee), for the purposes set forth herein, a non-exclusive perpetual easement for the placement, operation, and maintenance of public and private utility equipment ("Easement" herein) over, under, along, across, and through the following described real property ("Easement Area" herein) in King County, Washington.

2. **Property Subject to Easement**

a. **Property Description.** The Property subject to this Easement is legally described and shown in Exhibit "A" and Exhibit "A-1" attached hereto and incorporated by reference.

b. **Easement Areas.** Except as is otherwise set forth herein, Grantee's rights shall be exercised only upon that portion of the property legally described in Exhibit "A" and Exhibit "A-1" ("Easement Areas" herein) attached hereto and incorporated by reference.

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:

4. **Utility Features.**

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 Areas over and across the Property 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 Areas. 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.
6. **Grantor's Use of Easement Area.** Grantors reserve the right to use the Easement Areas for any purpose so long as the use does not interfere with the Easement rights herein granted. Grantors may install groundcover and shrub landscaping plantings within the Easement Area with Grantee's prior written consent. Grantors shall not alter the ground surface and subsurface with 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, prior written consent. Grantee's prior written consent, where required, shall not be unreasonably withheld. Grantor shall not construct or maintain any buildings within the Easement Areas.

7. **Indemnity.** Grantee agrees to indemnify Grantors from and against liability incurred by Grantors as result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantors for that portion of any such liability attributable to the negligence of Grantors or the negligence of others.
8. **Covenant Running With the Land.** This Easement, and the duties, restrictions, limitations and obligations herein created, run with the land, burden the Property and are binding upon Grantor and its successors, assigns, mortgagees and sublessees and each and every person who, at any time, has a fee, leasehold, mortgage or other interest in any part of the Easement Area.
9. **Assignment.** Grantee shall have the right to assign this Easement to franchised utilities.

Grantors acknowledge that property and/or property rights conveyed herein are in consideration of mutual benefit to be derived; and Grantors has been informed of its right to receive just compensation.

The lands herein described can be found in design plans on file with the Director of the City of Des Moines Public Works in Des Moines, Washington. CIP 319.332, S. 216th Street, Segment 1-A.

DATED this 8th day of July, 2015.

GRANTOR:
Majestic Bay Apartments LLC

By: 

W. Dean Weidner, as Trustee of the
W. Dean Weidner Living Trust UTA DTD 10-23-10, as amended

Its: Member

GRANTEE:

CITY OF DES MOINES,
a Washington municipal corporation

By: Anthony A. Piasecki, City Manager

Date: _____

At the direction of the Des Moines City Council on ____ day of _____, 2015.

APPROVED as to form only:

Pat Bosmans, City Attorney

Date: _____

STATE OF WASHINGTON }
 } SS.
 COUNTY OF KING }

I certify that I know or have satisfactory evidence that Mr. Dean Weidner 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 Trustee, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Notary Public
 State of Washington
 LINDA A DAMMER
 My Appointment Expires Jul 27, 2016

Dated: 7/8/15
 Signature: Linda A Dammer
 Notary Public in and for the WA State
 Notary (print name): Linda A Dammer
 Residing at: Bothell, WA
 My appointment expires: 7/27/16

STATE OF WASHINGTON }
 } SS.
 COUNTY OF KING }

This instrument was acknowledged before me on _____ (date of acknowledgment) by Anthony Piasecki 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: _____

EXHIBIT A
PARCEL NO. 858270-0000
UTILITY EASEMENT

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

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

THENCE SOUTH 01° 03' 46" WEST ALONG THE EAST LINE OF SAID PARCEL "A", 18.48 FEET TO THE TRUE POINT OF BEGINNING;

THENCE WESTERLY ON A CURVE TO THE RIGHT WHOSE CENTER BEARS NORTH 03° 32' 46" EAST, 6,051.50 FEET, AN ARC DISTANCE OF 10.01 FEET;

THENCE SOUTH 01° 03' 46" WEST, 18.35 FEET;

THENCE SOUTH 88° 15' 51" EAST, 5.00 FEET;

THENCE SOUTH 01° 03' 46" WEST, 55.00 FEET;

THENCE SOUTH 88° 15' 51" EAST, 5.00 FEET TO SAID EAST LINE OF PARCEL "A";

THENCE NORTH 01° 03' 46" EAST ALONG SAID EAST LINE, 73.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 457 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER SPECIAL WARRANTY DEED RECORDED UNDER RECORDING NO. 20130530000393, RECORDS OF KING COUNTY, WASHINGTON)

UNITS 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120 and 124.

UNITS 201, 202, 203, 204, 205, 206, 208, 221, 222, 223, 224, 225, 226 AND 228.

UNITS 301, 303, 323 AND 324.

UNITS 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 417, 418, 419, 420, 421, 422,

423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 436, 437 AND 438.

UNITS 501, 502, 504, 536, 537 AND 538, TERRA VILLA, A CONDOMINIUM.

SURVEY MAP AND PLANS RECORDED IN VOLUME 55 OF CONDOMINIUMS, PAGE 52 THROUGH 76

INCLUSIVE, CONDOMINIUM DECLARATION RECORDED UNDER RECORDING NO 8107230611, AND ANY AMENDMENTS THERETO, RECORDS OF KING COUNTY, WASHINGTON. TOGETHER WITH 100% OF THE COMMON ELEMENT

(THE UNITS LISTED CONSTITUTE ALL THE UNITS IN THE CONDOMINIUM)

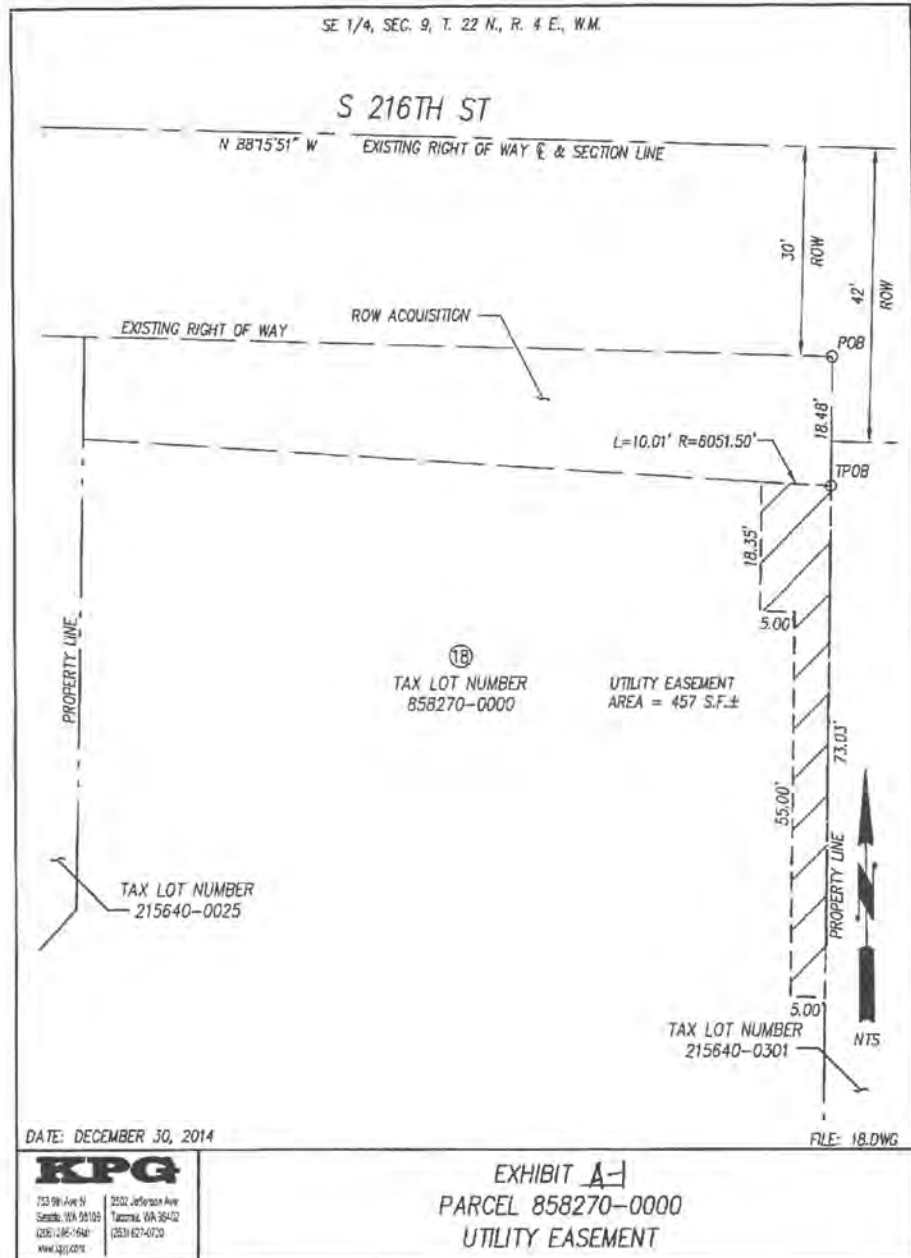
SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON

ALSO KNOWN AS LOT 1 OF SHORT PLAT NO. DE-MO-SP80-5, RECORDED UNDER RECORDING NO. 8007220597, RECORDS OF KING COUNTY, STATE OF WASHINGTON.

18-8582700000 UTILITY ESMT.DOCX

Page 1 of 1
KPG
 TAX COMA - SEATTLE





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

**CONSTRUCTION EASEMENT/
 RIGHT OF ENTRY**

ROW Parcel #:	17 & 18
Grantor:	Majestic Bay Apartments LLC, a Washington limited liability Company
Grantee:	City of Des Moines, a municipal corporation of the State of Washington Ptn. Lt. 2, SP#DE-MO-SP-80-5, Rec. No.
Legal Description/STR:	8007220597 A: 858270-0005
Assessor's Tax Parcel ID#:	B: 215640-0025
Property Address:	2459 S 216 th ST, Des Moines, Washington

**Transportation Gateway Project
 South 216th Street, Segment 1A, Improvements
 29th Avenue South to 24th Avenue South**

THIS EASEMENT AGREEMENT, made this 8th day of July, 2015, by and between Majestic Bay Apartments LLC, a Washington limited liability Company ("Grantor" 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 S. 216th Street Improvements, 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 858270-0005 & 215640-0025 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 license 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 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. 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.
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.
6. 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.
7. Grantor agrees to complete relocation of landscaping, lighting, parking and signage and other related property improvements within the City acquired right of way and easements by March 1, 2016, the approximate date that the City will give the contractor notice to proceed with construction. Thereafter, the City's may remove and dispose of said improvements, at no additional reimbursement to the owner, and match the city's improvements to the owner's property consistent with this construction easement and right of entry. The site for relocation of the sign is subject to review and approval of the City of Des Moines Engineering Services Manager.
8. The termination date for this easement shall be by the physical completion date of the project.

DATED this 8th day of July, 2015

GRANTOR:

Majestic Bay Apartments LLC.

By: W. Deann Weidner, as Trustee of the
W. Deann Weidner Living Trust UTA DTD 10-23-76, as amendedIts: Member

GRANTEE:

CITY OF DES MOINES,
a Washington municipal corporation

By: Anthony A. Piasecki, City Manager

Date: _____

At the direction of the Des Moines City Council on ____ day of _____, 2015.

APPROVED as to form only:

Pat Bosmans, City Attorney

Date _____

STATE OF WASHINGTON

COUNTY OF KING

} SS.

I certify that I know or have satisfactory evidence that W. Dean Weidner 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 Trustee of W. Dean Weidner Living Trust to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.



Dated: 7/8/15
 Signature: Linda A. Dammer
 Notary Public in and for the State of Washington
 Notary (print name): Linda A. Dammer
 Residing at: Bothell, WA
 My appointment expires: 7/27/16

STATE OF WASHINGTON

COUNTY OF KING

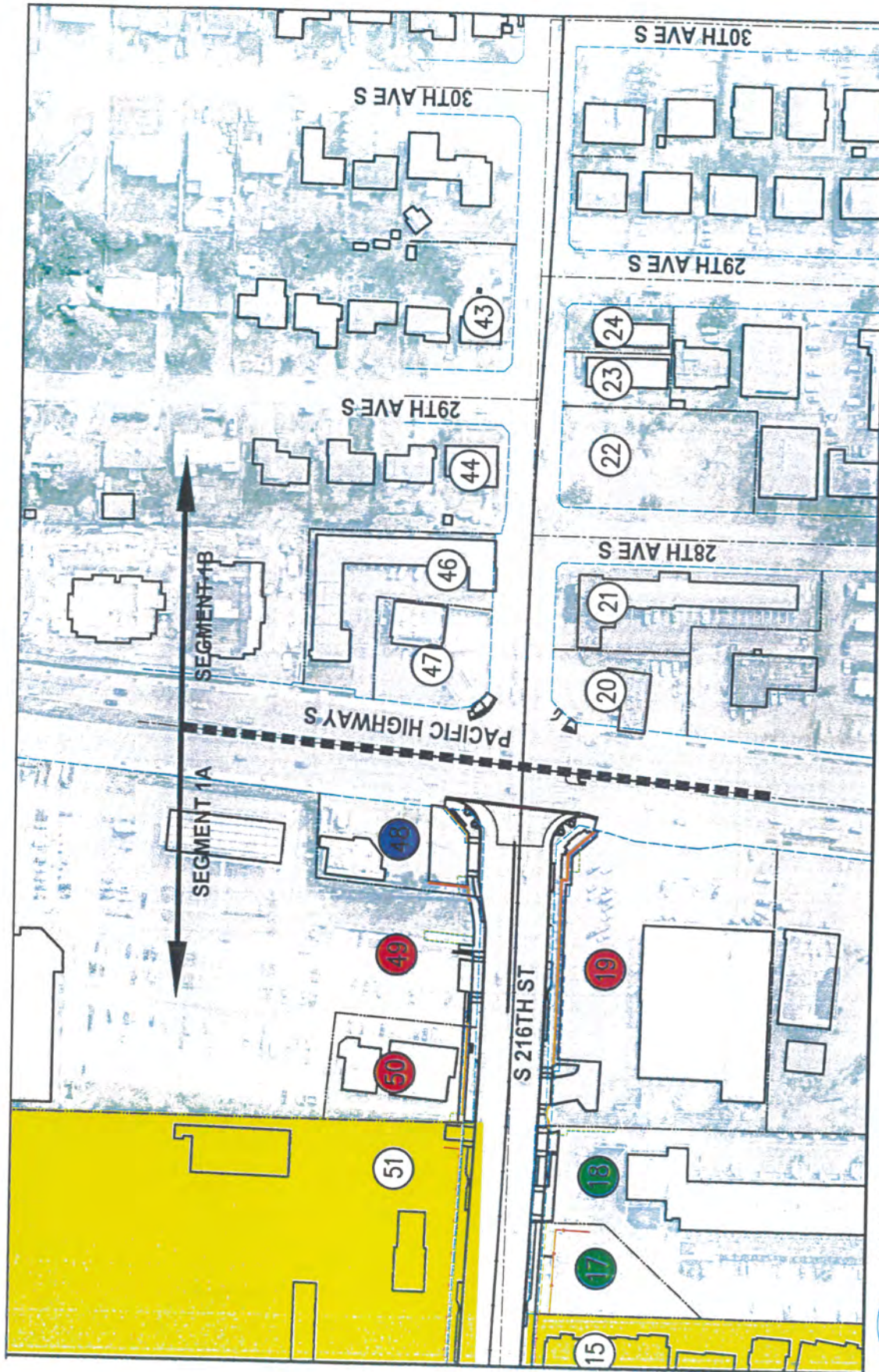
} SS.

This instrument was acknowledged before me on _____ (date of acknowledgment) by Anthony Piasecki 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: _____

AGENCY NAME City of Des Moines Public Works Department 21630 11 th 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 Majestic Bay Apartments LLC 9757 NE Juanita Dr. Ste. 300 Kirkland, WA 98034		By: Owner/Authorized Representative Date: <u>7/6/2015</u>	
Re: Transportation Gateway Project, South 216 th Street, Segment 1-A Improvements (24 th Ave S. to Pacific Highway S.		TAX PARCEL NUMBER: 858270-0005 215640-0025 PROJECT PARCEL NUMBER: 17 & 18	
In Full, Complete and Final Payment and Settlement for the Title or Interest Conveyed or Released, as Fully Set Forth In Attached Documents: Statutory Warranty Deed Date: <u>7/2/2015</u>			AMOUNT
For All Lands Convey: Fee Simple 3,077SF @ \$15/SF Permanent Slope Easement 204SF @ \$15/SF @ 25% Permanent Utility Easement 457 SF @ \$15/SF @ 75% For All Improvements: Lot light (taken and not replced) For All Damages: Move sign onto remainder (\$16,851) Less Special Benefits: Redesign/restripe parking (\$11,526) Statutory Evaluation Allowance N/A			+ \$ 46,200.00 + \$ 800.00 + \$ 1,700.00 + \$ 1,900.00 + \$ + \$ 28,500.00 (r) + \$
JUST COMPENSATION			\$ 79,100.00
Legal / Administrative: Other Items: Deductions:			+ \$
FINAL SETTLEMENT			\$ 79,100.00
SUBTOTAL			\$
TOTAL AMOUNT TO BE PAID:			\$ 79,100.00
Right-of-Way Agent: By: _____ Date: _____ The City of Des Moines agrees to the terms and conditions listed above. By: _____ Date: _____			

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CITY OF DES MOINES
TRANSPORTATION GATEWAY PROJECT
SOUTH 216TH STREET - SEGMENT 1A
ROW EASEMENT & ACQUISITION
JULY 8, 2015

NOTES:

- ROW ACQUISITION COMPLETE
- PROPOSED ROW SETTLEMENT
- ROW ACQUISITION REQUIRED
- ROW POSSESSION AND USE



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Seattle, WA 98109 | Suite 301
(206) 466-1940 | Fax: (206) 466-1942
www.kpg.com | (206) 466-1942

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

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

AGENDA OF: July 23, 2015

DEPT. OF ORIGIN: Planning, Building & Public Works

DATE SUBMITTED: July 13, 2015

ATTACHMENTS:

1. Statement of Work No. NCA7932.SS2.0 for Joint Construction
2. Agreement No. NCA7932 for Joint Construction (6/25/13 master agreement)
3. RCW 35.99.060

CLEARANCES:

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

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation:

The purpose of this item is for approval of a Statement of Work (Attachment 1) to document and establish roles and responsibilities for the utility undergrounding work on the S. 216th Street, Segment 1-A Improvement Project (24th Avenue South to Pacific Highway South). This Statement of Work is established under an existing Agreement between the City of Des Moines and CenturyLink entered into in 2013 as part of the greater Transportation Gateway Project (Attachment 2). CenturyLink has agreed to reimburse the City up to \$40,626 to cover costs associated with improvements to their system. The following motion will appear on the consent calendar:

Suggested Motion

MOTION: “I move to approve the attached Statement of Work pursuant to the Agreement between CenturyLink and the City of Des Moines, No. NCA7932, for utility undergrounding on the S. 216th Street, Segment 1-A project (24th Avenue South to Pacific Highway South), which includes reimbursing the City for approximately \$40,626 in costs, and further authorize the City Manager to sign the Statement of Work, substantially in the form as submitted.”

Background

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

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

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

12.48.110 Improvement of streets, utility undergrounding.

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

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

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

Discussion

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

CenturyLink owns several poles and has an extensive communication system throughout the project limits. Therefore RCW 35.99.060 (Attachment 3) is applicable to this project. A Washington State Supreme Court ruling in 2006 on a Qwest vs. City of Kent case related to the RCW provides clear definition and application of the RCW. As such the City will be responsible for the incremental cost

difference between an aerial to aerial relocation and an aerial to buried relocation per the RCW. CenturyLink will be responsible for their share of betterment conduit added to the project.

In discussions with CenturyLink, two options are available to meet this requirement:

Option One: Would be to calculate the incremental cost difference for the work, material costs, and CenturyLink labor costs. CenturyLink would require the City to pay this estimated cost in advance of the start of the work.

Option Two: Would be for the City to provide trench, backfill, restoration, and labor to install Century Link provided materials at no cost to CenturyLink. Improvements to better Centurylink's facilities would be paid for by Centurylink. Most, if not all City's prefer this method for meeting the requirement, as this is essentially equivalent to the incremental cost difference. Similar cost sharing for the trench work is required in our agreement with PSE.

The City Council approved a master agreement with Centurylink for utility undergrounding under Option 2 above for the Transportation Gateway Project (Attachment #2). Under this Agreement a Statement of Work is developed for each project segment whereby the City's contractor installs CenturyLink-provided vaults and conduit within the joint utility trench area. CenturyLink is responsible for installing any of their conduits and vaults located outside of the joint trench area, and for installing their own wiring within the system, and making all wiring connections. The Agreement requires CenturyLink to abide by the City's construction schedule.

The Statement of Work (Attachment 1) has provisions for CenturyLink's timely delivery of materials to the project, as well as their timely wiring and connection of the new system, and removal of the existing aerial system. The Agreement requires CenturyLink to meet the City's schedule for completing the work. It also requires CenturyLink to pay for any changes they request or changes that are required as a result of errors in CenturyLink's design. The agreement (Attachment 2) includes a dispute resolution process should there be issues regarding schedule or costs.

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

Project Status

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

Agreement or Contract

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

Alternatives

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

Financial Impact

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

Recommendation or Conclusion

Staff recommends that Council approve the Construction Agreement Statement of Work.

Concurrence

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

STATEMENT OF WORK NO. NCA7932.SS2.0
to
AGREEMENT NO. NCA7932.0
FOR JOINT CONSTRUCTION

This Statement of Work is attached to and made a part of the most current amended version of the Agreement. In the event that any term of this Statement of Work conflicts with anything contained in the Agreement, except for terms identified in the Agreement as Non-Waivable Terms, this Statement of Work will control for purposes of this Statement of Work only. Unless otherwise defined herein, all capitalized terms in this Statement of Work will have the meanings set forth in the Agreement.

1. **Term.** This Statement of Work will commence as of July 15, 2015 and will continue through December 31, 2017.
2. **Project Developer or Contractor: City of Des Moines**
3. **The Work:**
 - 3.1 The Project is described on **Exhibit A** "The Project" to this Statement of Work, and the "Work Schedule" for the Project is described on **Exhibit B** "Work Schedule".
 - 3.2 Project Developer shall, at no cost or expense to CenturyLink, prepare and provide to CenturyLink engineering drawings, specifications and construction standards for the Project (the "Project Developer's Specifications"). Project Developer shall choose and pay all costs associated with the Contractor, if any, and shall provide to CenturyLink at least ten (10) calendar days' prior written notice prior to the beginning of the Project and of the Work. In addition, Project Developer shall provide all necessary excavation, bedding, backfill, select backfill, conduit protection, off-Site disposal, and Site restoration for the placement of the Facilities, along with the coordination of other utilities participating in the Project. Project Developer shall provide all flagging and traffic control, including uniformed officers when required, for any necessary excavation or work performed by Project Developer. Project Developer will notify CenturyLink of any changes in the Work, and will obtain CenturyLink's prior written approval of such changes before commencement of any changes to the Work.
 - 3.3 Within the number of days set forth in the Work Schedule after CenturyLink's receipt of Project Developer's Specification, CenturyLink shall, at no cost or expense to Project Developer, prepare and provide to Project Developer engineering drawings, specifications, construction standards and quantities pursuant to which the Work must be performed by Project Developer ("CenturyLink's Specifications"). CenturyLink's Specifications shall show in detail the quantity and size of all facilities and equipment to be used by CenturyLink that Project Developer will install pursuant to this Statement of Work. CenturyLink shall notify Project Developer in writing of any changes it wishes to make in CenturyLink's Specifications, and such changes shall be made, if feasible.
 - 3.4 If the Work includes installation of new vaults and/or conduit, CenturyLink will install all wires, conductors and any other equipment needed to complete the Century link portion of the project as provided in Exhibit A in accordance with the 'work Schedule set forth in exhibit B. The vaults and conduit shall be owned solely by CenturyLink, and shall be responsible for all maintenance in connection with the vaults and conduits except for defects covered by the warranty contained in the Agreement. If required, CenturyLink will perform cut-over and transfer of existing CenturyLink customers to the new or relocated Facilities and/or remove any replaced aerial CenturyLink Facilities or underground CenturyLink Facilities that are in conduit or manhole structures in accordance with the Work Schedule set forth in Exhibit B. CenturyLink shall in no event be required to perform a cutover or transfer or to remove any affected facilities prior to completion of any replacement facilities in accordance with this Statement of Work and CenturyLink's approval of the replacement facilities. The Facilities and all associated equipment shall be owned solely by CenturyLink and shall be responsible for all maintenance in connection with the Facilities. To the extent that it has the right to do so, upon approval of the Work by CenturyLink, Project Developer shall grant, provide and/or assign to CenturyLink any permits, licenses or approvals required to access, occupy, use or operate the Facilities or any materials or facilities used in connection with the Facilities.
 - 3.5 If the Work involves excavating, Project Developer will ensure that it or its Contractor notifies all utility

Rev. 08/2014

CenturyLink Confidential and Proprietary.
Disclose and distribute solely to those individuals who have a need to know.

companies and others who may have underground plant in the vicinity of the Work and that the Contractor obtains appropriate information on the location of all buried cable and utilities prior to performing any Work. Project Developer will be responsible for any failure of the Contractor to locate, expose and protect from damage all existing underground facilities, including but not limited to electrical, telephone, water, gas and sewer. In addition to its indemnification obligations contained in the Agreement, if any existing underground or other facilities are damaged directly or indirectly in connection with the Work, Project Developer will be responsible for the cost to repair or replace all damaged or destroyed facilities. Project Developer will immediately report the damage to the property owner and to CenturyLink and will ensure that no permanent repairs are made unless the consent of the property owner has first been obtained. Repairs will be made within forty-eight (48) hours after receiving permission from the property owner, unless otherwise agreed to by CenturyLink. At CenturyLink's sole option, CenturyLink may elect, rather than having Project Developer make any repair to or replace any of CenturyLink's damaged facilities, to have the repair made by CenturyLink's employees or contractors. If CenturyLink or its contractor performs the repair, CenturyLink will invoice Project Developer for CenturyLink's reasonable and documented costs, including without limitation labor costs, and Project Developer will pay CenturyLink for such costs within forty-five (45) calendar days after receipt of an invoice.

- 3.6 CenturyLink will be responsible for providing all traffic control in association with the installation/and or removal of "Facilities for which Centurylink is responsible pursuant to this Statement of work including the pulling of cables and associated equipment.
- 3.7 Project Developer will be responsible for providing all traffic control associated with the installation, relocation, and/or removal of Facilities for which Project Developer is responsible pursuant to this Statement of Work.
- 3.8 Project Developer shall obtain any and all licenses, permits and approvals required for the Work.
- 3.9 Project Developer agrees that the Work will be performed in accordance with all applicable federal, state and local laws, rules and regulations and the requirements of whoever owns or has jurisdiction over the rights of way in which the Work is to be performed.
- 3.10 CenturyLink shall have the right at all times to observe and inspect the performance of the Work.

To the extent that performance of the Work requires the use or installation of any materials, CenturyLink and Project Developer will agree in writing as described in Exhibit B Work and Work Schedule who will supply any materials. The materials will be new and shall be of the specific type designated by CenturyLink. CenturyLink and the Project Developer acknowledge and agrees that the project is federally funded by the FHWA and is subject to 23 CFR 63540 and CenturyLink will certify that materials provided to the Project Developer and materials provided and installed by CenturyLink's crews that contain steel, will conform to the Buy America provisions including providing the City with a certification of the materials of origin (COM) delivered to the site, except for those items exempted as described in **Exhibit C**.

Except as specifically set forth in Exhibit B, CenturyLink shall arrange for the purchase and delivery of materials to the Project site in accordance with the Work Schedule

- 3.11 Ownership of any materials or equipment supplied by Contractor will transfer to CenturyLink upon receipt by Contractor of payment for the Work by CenturyLink.
- 3.12 CenturyLink and Project Developer shall maintain continued coordination regarding the Project, and Project Developer shall ensure that the Contractor also participates in the coordination. This coordination shall include but not be limited to a pre-construction meeting. Project Developer shall be responsible for the scheduling of these meetings.
- 3.13 Project Developer will be responsible to CenturyLink for acts and omissions of Project Developer's and the Contractor's employees and subcontractors and each of their agents and employees, and any other persons performing portions of the Work.

4. Completion of the Work:

Project Developer shall notify CenturyLink within ten (10) calendar days after completion of the Work and shall deliver to CenturyLink "as-builts" for the Work if applicable. Upon receipt of the notification and available as-builts, CenturyLink shall have ten (10) calendar days to inspect the Work and the as-builts

and to accept or reject the Work and the as-builts (specifying, if rejected, any reasonable objection or deficiency) by delivery of written notice to the City. Project Developer will, at its own expense, correct the problem within ten (10) calendar days after receipt of CenturyLink's notice. The foregoing procedure will be repeated until CenturyLink finally approves the Work and the as-builts. If CenturyLink fails to reject the Work or as-builts within the ten (10) day period set forth above, the Work and as-builts shall be deemed accepted by CenturyLink.

5. Changes:

If conditions or circumstances require a change in the Project or the Work, each party shall agree in writing to any changes, including without limitation payment responsibilities, prior to commencement of the Work or the changes. Neither party shall be responsible for any changes to the Work (including without limitation payment responsibilities) made without its prior written consent.

6. Payment for the Work/Fees.

In consideration for performance of the Work and for the other promises and covenants contained in this Agreement, CenturyLink agrees to pay to Project Developer the amount set forth on an exhibit to the Schedule (the "Payment") in accordance with the **Exhibit D** "Work Price Schedule" to the Schedule (the "Payment Schedule"); provided, that CenturyLink shall not make any final payment to Project Developer until CenturyLink has approved the Work.

7. Hours Report. If Project Developer's employees or agents will be working on CenturyLink's premises, Project Developer will maintain all information required for IRS reporting purposes, including the total number of hours spent by each of its employees and agents: (a) performing in connection with the Agreement; and (b) performing any other work for CenturyLink and/or its Affiliates. In the event that any of Project Developer's employees or agents works 1,500 or more hours for CenturyLink during any calendar year, Project Developer will provide CenturyLink with the name and social security number of each such individual prior to March 15 of the year following the calendar year in which the work was performed.

8. Project Managers.

CenturyLink:	Project Developer:
Robert Blair	Len Madsen
23315 66 th Ave So	21650 11 th Ave
Kent, WA 98032	Des Moines, WA 98198
253-372-5388	206-870-6523
Rob.Blair@CenturyLink.com	lmadsen@desmoineswa.gov

The parties, intending to be legally bound, have caused this Statement of Work to be executed on the dates set forth below.

CenturyTel Services Group, LLC	Project Developer City of Des Moines
(Authorized Signature)	(Authorized Signature)
Adrianne Morrow	Anthony A. Piasecki
(Print or Type Name of Signatory)	(Print or Type Name of Signatory)
Engineering & Construction Director	City Manager
(Title)	(Title)
(Execution Date)	(Execution Date) By direction of the Des Moines City Council during open public meeting on: _____ Approved as to form: _____ Pat Bosmans Des Moines City Attorney
	_____ Date

EXHIBIT A**THE PROJECT**

The City of Des Moines will be making sidewalk and right of way improvements along S. 216th Street from approximately 24th Avenue S to Pacific Highway S. The City has requested that CenturyLink relocate existing aerial facilities to an underground environment by way of participation in the joint trench utility corridor to be provided by the City to facilitate the facility relocation work.

EXHIBIT B**THE WORK AND THE WORK SCHEDULE**

The City will provide all excavation, backfill, restoration and labor for the installation of approximately 2,543 (figure contains a 5 % contingency bump) lineal feet of CenturyLink provided 4 inch PVC conduit in various duct configurations, in the joint trench utility corridor for the relocation of existing CenturyLink aerial facilities. CenturyLink will provide and deliver all conduit and conduit accessories, including conduit bends, couplers and caps in accordance with project schedule. The City of Des Moines will be responsible for the condition and security of CenturyLink provided materials once delivered to the job site. All newly installed conduit shall be proofed by the City's contractor by passing a CenturyLink approved mandrel through each conduit and installation of CenturyLink provided polyethylene mule/measuring tape.

Approximately 50 percent of the conduit to be installed by the City for CenturyLink is not required for relocation and as such is considered betterment conduit. This betterment conduit will be utilized by CenturyLink for anticipated growth in the area and providing additional future services in the area. CenturyLink will pay the City at the appropriate rates derived from the City's bid tabs for the successful bidder on the project for the installation of this conduit.

CenturyLink is relocating an existing crossbox in conflict with the project on the SW corner of 24th Avenue S and Pacific Highway South to a location outside the project limits. This work is scheduled to be completed by November 11, 2015 in advance of the City advertizing for construction. CenturyLink will remove the crossbox cabinet, install a manhole and all wires, conductors and other equipment to complete installation of the manhole overset in advance of the project. Century link will apply for a right of way use permit for this work. CenturyLink will assist the City, coordinating with the City's contractor, to avoid delay to the City's contractor in the performance of work. The City will provide all excavation, backfill, restoration and labor for the installation of one (1) CenturyLink provided 4484TA type concrete manhole. The manhole is to be set with manhole frame and cover entrance to final grade. All manhole and entrance riser seams are to be sealed using the provided con seal mastic that is shipped with the manhole. Manhole ladders will be installed by the City and hung from the provided manhole ladder rung. The manhole ladder rung must be within 12 inches of the top of the manhole frame and cover entrance at final grade. Manholes shall be left clean and free of debris. CenturyLink will provide all manholes and all associated manhole hardware including frame and cover entrances, frame and cover riser rings, ladder, ladder rung and seam sealing mastic. The City will provide all excavation, backfill, restoration and labor for the installation of three (3) CenturyLink provided 264TA concrete hand holes. Hand holes will be set to final grade. The City's contractor will be required to install one each (total of 4 (four)) 8 foot 5/8ths inch CenturyLink provided ground rods and #6 AWG copper ground wire at each hand hole and manhole location. Extra care must be exercised by the City's contractor to ensure that existing facilities are not damaged during these work operations.

CenturyLink will provide all labor and material for the installation of copper cable, fiber cable, and wire required to facilitate the relocation of existing CenturyLink facilities. CenturyLink will also provide all labor and materials for splicing all new cable and for cutover of existing services to the newly installed telecommunications system.

CenturyLink will require up to 60 working days to install new cables and wire, splice cable and cutover service to the new telecommunications system after all new conduit, manholes, hand holes and pedestals have been installed by the City, and all newly installed conduits has been proofed and accepted by CenturyLink. CenturyLink will require up to an additional 15 working days to remove all existing aerial facilities within the bounds of the project that a rein conflict with project design.

All work performed by the City's contractor as applicable to the installation of CenturyLink facilities will be in accordance with CenturyLink design which has been incorporated into the overall project design

Exhibit C**Clarification of Manufactured Products Under Buy-America**

SUBJECT: Clarification of Manufactured Products under Buy America

On December 21, 2012 the FHWA sent out a memo to clarify their position with regard to application of Buy America requirements to manufactured products.

The FHWA memo reads in part as stated in italics below, clarifying statements are added in bold:

The FHWA deems a product to be manufactured predominantly of steel and iron if the product consists of at least 90% steel or iron content when it is delivered to the job site for installation. To clarify; the 90% is a percentage of the total monetary value of the manufactured product. To determine the 90% value, divide the raw steel or iron cost by the total manufactured product cost (without taxes, shipping, handling or other fees applied), and if the percentage is equal to or greater than 90% of the final manufactured product cost then Buy America applies.

For purposes of applying Buy America and determining whether a product is a steel or iron manufactured product, the job site includes the sites where any precast concrete products are manufactured. To clarify; in the specific case of "precast concrete products" the casting yard is considered part of the "job site" for Buy America purposes, and therefore the iron or steel materials delivered to precast yard are subject to Buy America. (rebar, grates, etcetera)

The memo lists several typical "miscellaneous steel or iron components," that are exempted from Buy America. The list is not intended to be all-encompassing, but rather reinforces a concept that the myriad minor iron and steel subcomponents used to assemble products are not subject to Buy America. This exemption applies to manufactured items as well as on site fabrication.

The miscellaneous steel or iron components, subcomponents and hardware necessary to encase, assemble and construct the above components (or manufactured products that are not predominantly steel or iron) are not subject to Buy America coverage. Examples include, but are not limited to, cabinets, covers, shelves, clamps, fittings, sleeves, washers, bolts (this does not mean high strength bolts), nuts, screws, tie wire, spacers, chairs, lifting hooks, faucets, door hinges, and etcetera.

Typical examples;

- Steel electrical conduit installed at the site,
 - 90% rule applies
 - BA criteria applies
- VMS sign
 - 90% rule applies
 - BA would typically not apply
- VMS steel supporting structure
 - Specifically called out in the bulleted list (12/21/12 Memorandum #HIPA-30)
 - BA criteria applies
- Electrical cabinets,
 - Exempted as "miscellaneous steel or iron components,"

- BA typically would not apply
- Off the shelf or special order catch basins,
 - This qualifies as *“precast concrete products,”*
 - *“the job site includes the sites where any precast concrete products are manufactured,”*
 - Materials are subject to BA criteria
- Standard nuts, bolts, fasteners for mounting signs
 - Exempted as *“miscellaneous steel or iron components,”*
 - BA typically would not apply
- High strength bolts/anchor bolts,
 - BA criteria applies
- Bridge Expansion Joint,
 - Nuts, bolts fasteners
 - Exempted as *“miscellaneous steel or iron components,”*
 - BA typically would not apply
 - 90% rule applies as it is delivered to the site
 - BA may or may not apply
- Walls, regardless of type
 - Nuts, bolts fasteners
 - Exempted as *“miscellaneous steel or iron components,”*
 - BA typically would not apply
 - MSE straps or equivalent
 - BA criteria applies
 - Precast elements
 - See *“precast concrete products”* criteria
 - Materials are subject to BA
 - Assembled on site
 - Materials as they are delivered to the jobsite,
 - BA criteria applies
- Computers for ITS and Signal Installation
 - 90% rule applies as it is delivered to the site
 - BA typically would not apply
- Street Furniture
 - 90% rule applies
 - BA criteria would typically apply
- Pumps and Motors
 - BA criteria applies
- Steel Beams in Building Construction
 - BA criteria applies
- Bicycle Purchases
 - 90% rule applies
 - BA criteria typically would not apply

The 90% rule applies to items that are manufactured offsite and delivered to the jobsite as a unit (except in the case of precast concrete where the point of manufacture is considered the jobsite.) Walls that are assembled on site are not considered a manufactured item and therefore are not subject to the 90% rule as a unit. The individual materials must meet buy America when they are delivered to the job site.

This FHWA memo does not require any change to current specification language concerning Buy America. This memo does not impact the requirement for materials permanently incorporated beyond the exemption of the noted minor items.

You may apply this clarification of the Buy America requirements to your current contracts. Consistent determinations of the application of Buy America are critical to our ability to enforce this requirement statewide. Therefore, if you have unusual items that do not lend themselves to the criteria, contact your Local Programs Engineer for a determination.

Also enclosed are the updates to Construction Manual Chapter 9-4 Specific Requirements for Each Material, which will address the Buy America documentation requirements for material acceptance.

EXHIBIT D**WORK PRICE SCHEDULE**

In accordance with RCW 35.99.060, the City is responsible for the incremental cost difference between aerial to aerial relocation of facilities and aerial to buried relocation of facilities when CenturyLink has an ownership share in the aerial supporting structures. The CenturyLink aerial facilities requiring relocation are attached to CenturyLink owned poles and as such CenturyLink meets the requirements in the RCW regarding ownership share in aerial supporting structures. In lieu of reimbursement from the City for this incremental cost difference, CenturyLink will accept excavation for trench, labor to install CenturyLink provided conduit and vaults and all restoration in joint trench required for the relocation of CenturyLink aerial facilities in conflict with City project design at no cost to CenturyLink.

CenturyLink will pay the City an estimated amount of \$40,626 for the installation of conduit and manholes categorized as betterment and work as detailed in Exhibit B of this statement of work document. Payment to the City for the actual amount of betterment will be calculated using the appropriate rates derived from the City's bid tabs for the successful bidder on the project for the installation of this conduit. Payment to the City for the installation of betterment will not exceed \$40,626 without prior written agreement between the Parties as described in section 5 of this Statement of Work document.

CenturyLink will provide all conduit, vaults, hand holes, manholes, cable, labor to pull cable in conduit, labor to splice cable and cutover service to the new system and labor to remove existing CenturyLink aerial cables and poles in conflict with City project design at no cost to the City.

CenturyLink will provide excavation, backfill, restoration, labor to install and splice facilities for those elements of the project identified as 100% CenturyLink trench which are outside the limits of the project.



Des Moines Transportation Gateway Project

S 216th Street Segment 1A

Engineers estimate of probable cost
CenturyLink Undergrounding
May 2015



No.	Sect.	Item	Qty	Unit	Unit Cost	Total	JUT as a Percent of Project Total	Century Link Responsibility Percentage	Century Link Responsibility Percentage	Century Link Cost
SCHEDULE A - ROADWAY IMPROVEMENTS										
	1-04	Contractor's Trailer and Site	1	LS	\$ 40,000.00	\$ 40,000.00	8.00%	28.00%	2.24%	\$ 896.00
	1-05	Roadway Surveying	1	LS	\$ 45,000.00	\$ 45,000.00	8.00%	28.00%	2.24%	\$ 1,008.00
	1-07	Spill Prevention Control, and Countermeasures Plan	1	LS	\$ 1,000.00	\$ 1,000.00	8.00%	28.00%	2.24%	\$ 22.40
	1-07	Pedestrian Control and Protection	1	LS	\$ 20,000.00	\$ 20,000.00	8.00%	28.00%	2.24%	\$ 448.00
	1-08	Type B Progress Schedule (Minimum Bid \$5,000)	1	LS	\$ 5,000.00	\$ 5,000.00	8.00%	28.00%	2.24%	\$ 112.00
	1-09	Mobilization	1	LS	\$ 325,000.00	\$ 325,000.00	8.00%	28.00%	2.24%	\$ 7,280.00
	1-10	Project Temporary Traffic Control	1	LS	\$ 350,000.00	\$ 350,000.00	8.00%	28.00%	2.24%	\$ 7,840.00
	8-01	Temporary Water Pollution / Erosion Control	1	LS	\$ 50,000.00	\$ 50,000.00	8.00%	28.00%	2.24%	\$ 1,120.00
	8-31	HMA For Trench Patching Class 1/2" PG 64-22, for Aerial Utility Conversion	50	TON	\$ 150.00	\$ 7,500.00	100.00%	28.00%	28.00%	\$ 2,100.00
	8-31	Franchise Utility Excavation, Inc. Haul	1,700	CY	\$ 25.00	\$ 42,500.00	100.00%	28.00%	28.00%	\$ 11,900.00
	8-31	Franchise Utility Trench Bedding, Sand	450	CY	\$ 30.00	\$ 13,500.00	100.00%	28.00%	28.00%	\$ 3,780.00
	8-31	Franchise Utility Trench Bedding, Fluidized Thermal Backfill	0	CY	\$ 140.00	\$ -	100.00%	28.00%	28.00%	\$ -
	8-31	Franchise Utility Trench & Structure Backfill, Crushed Surfacing Top Course	1,200	TON	\$ 25.00	\$ 30,000.00	100.00%	28.00%	28.00%	\$ 8,400.00
	8-31	Shoring or Extra Excavation, Class B, For Aerial Utility Conversion	1	LS	\$ 5,000.00	\$ 5,000.00	100.00%	28.00%	28.00%	\$ 1,400.00
Total Cost of Century Link Portion of Schedule A Items:							\$	46,306.40		
Percentage of Betterment:								50.7%		
Estimate of Schedule A Proportional Share:							\$	23,477.34		
SCHEDULE D - CENTURYLINK UNDERGROUNDING										
1	1-04	Minor Change	1	EST	\$ 5,000.00	\$ 5,000.00				
2	8-26	Install Franchise Utility Conduit, 4-Inch	2,543	LF	\$ 4.50	\$ 11,443.50				
3	8-26	Install Franchise Utility Structure - Vault 4484 TA	1	EA	\$ 600.00	\$ 600.00				
4	8-26	Install Franchise Utility Structure - Handhole 264 TA	3	EA	\$ 550.00	\$ 1,650.00				
					Subtotal	\$ 18,693.50				
					Sales Tax (9.5%)	\$ 1,776.00				
Percentage Betterment:								50.7%		\$ 9,477.60
Percentage Betterment:								50.7%		\$ 900.43
Estimate of Schedule D Proportional Share:							\$	10,378.04		
Construction Management (15%)							\$	5,078.31		
City Administration (5%)							\$	1,692.77		
TOTAL ESTIMATE CENTURYLINK PROPORTIONAL SHARE:							\$	40,626.46		

Note: Percentage Betterment based on the following:
31.1% Betterment Conduit for aerial to underground between 24th Ave S and western Bartell's driveway (consistent with previous phases)
100% Betterment Conduit for new conduits between western Bartell's driveway and Pacific Highway S.
50.7% Weighted average for entire project limits to be used as percentage of Schedule A and Schedule D proportional share.

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

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

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

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

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

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

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

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

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

[2000 c 83 § 6.]

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AGREEMENT NCA7932.0

FOR

JOINT CONSTRUCTION

THIS AGREEMENT (the "Agreement") is entered into as of the 24th day of JUNE, 2013 between CenturyTel Services Group, LLC ("CenturyLink"), and the City of Des Moines, Washington, a Washington municipal corporation.

I. JOINT CONSTRUCTION TERMS AND CONDITIONS

1. DEFINITIONS:

- 1.1. "Schedule" means a written instrument made part of the Agreement describing Work, including price, specifications, warranty terms and related shipping and delivery instructions, and sometimes referred to as a "Statement of Work". Schedules may be added, deleted or modified as agreed in writing and executed by the parties.
- 1.2. "Project Developer" means City of Des Moines, Washington.

2. TERM:

The Agreement will commence as of the Effective Date and will continue through December 31, 2015 ("Term"). If the term of any Schedule or Order extends beyond the Term, the Agreement will remain in effect for the term of and only with respect to any Schedule or Order that extends longer than the Term.

3. THE PROJECT:

- 3.1. Project Developer intends to perform a construction project, or multiple construction projects, that may be described on one or more Schedules to this Agreement (each referred to as a "Project").
- 3.2. In connection with the Project, it is necessary or desirable that CenturyLink install telecommunications facilities in the area in which the Project will be performed (the "Site") or that CenturyLink's existing telecommunications facilities at the Site be moved. The new or moved telecommunications facilities and all associated equipment shall be referred to in this Agreement and any Schedules, as (the "Facilities").
- 3.3. CenturyLink has requested that as part of an individual Project, Project Developer, acting through its contractor (the "Contractor"), perform certain work in connection with the Facilities on the Site for CenturyLink, which work is more specifically described in an Exhibit to the Schedule (the "Work").

4. INVOICES AND PAYMENTS:

4.1. Invoices.

Within 30 days of providing Work to CenturyLink, Project Developer will issue an invoice by the method agreed upon by the parties. Unless otherwise required by law, CenturyLink will not pay for Work invoiced more than 90 calendar days after completion of the Work. Each invoice will contain an itemized description of the Work and all applicable charges and taxes (if Project Developer is a private entity, exclusive of taxes based on Project Developer's income). CenturyLink will be liable only for undisputed and correct taxes itemized on the invoice for Work to which the taxes relate. Project Developer, and its Contractor, is responsible for charging the correct taxes on the applicable invoice other than where CenturyLink has provided Project Developer a properly completed tax exemption certificate or other evidence of exemption. Project Developer, or its Contractor, as applicable, must be registered by the taxing jurisdictions to collect sales and/or use taxes within the states to which Work are provided.

4.2. Payment Due Date; Acceptance of Payment.

CenturyLink will pay undisputed invoices in U.S. dollars within 30 days of CenturyLink's receipt of a proper invoice. Payment will not constitute acceptance of the applicable Work. If Project Developer accepts payment from CenturyLink for Work, Project Developer waives any claims that Project Developer may have against CenturyLink for the Work.

5. ACCEPTANCE:

Acceptance of the Work will be defined on the applicable Schedule.

6. LIENS:

Project Developer warrants that no mechanics' liens or other claims or demands, including but not limited to personal injury, death, property damage, non-payment or other liability claims, will be filed or maintained by it, the Contractor, subcontractors or any other third party against any CenturyLink equipment, real estate or other property on account of the Work. CenturyLink reserves the right, at any time during the progress of the Work, to require Project Developer, the Contractor and any subcontractor to furnish evidence in form and substance acceptable to CenturyLink that all claims, liens and causes of action, if any, for the payment of wages or salaries or the payment of charges for labor, materials, tools, machinery, or supplies have been satisfied, released or settled.

7. CONFIDENTIAL INFORMATION:

7.1. Definition of Confidential Information. "Confidential Information" means any and all non-public information in accordance with the Public Records Act, chapter 42.56 RCW.

7.2. Use and Disclosure of Confidential Information.

7.3. Subject to applicable law, and except as expressly provided in the Agreement, Project Developer will, and will ensure that the Contractor does, (a) not use Confidential Information for any purpose other than the fulfillment of its obligations under the Agreement; (b) not disclose Confidential Information to any third party (including any affiliate of itself or of CenturyLink) without the prior written consent of CenturyLink; provided, Project Developer may provide essential information only to the Contractor subject to a confidentiality obligation of the Contractor no less stringent than this provision; (c) not make any copies of Confidential Information without CenturyLink's prior consent; and (d) protect and treat all Confidential Information with the same degree of care as it uses to protect its own confidential information of like importance, but in no event with less than reasonable care. Project Developer will, and will ensure that the Contractor does, only disclose Confidential Information to employees and/or agents who have a "need to know" for purposes of the Agreement. Project Developer will, and will ensure that the Contractor does, notify and inform such employees and/or agents of their obligations under the Agreement, and Project Developer will be responsible for any breach of this section by it's or the Contractor's employees and/or agents. In the event Project Developer or the Contractor is required to disclose Confidential Information pursuant to law, Project Developer will notify CenturyLink of the required disclosure with sufficient time for CenturyLink to seek relief, will cooperate with CenturyLink in taking appropriate protective measures, and will make such disclosure in a fashion that maximizes protection of the Confidential Information. Subject to applicable law, at the conclusion of the Agreement, or any time at the specific request of CenturyLink, any and all Confidential Information will be returned to CenturyLink.

8. INDEPENDENT CONTRACTORS:

8.1. Independent Contractor.

Project Developer certifies that it is engaged in an independent business and will perform its obligations arising in connection with the Agreement as an independent contractor and not as the agent or employee of CenturyLink. This Agreement does not create a partnership, joint venture or similar relationship between the parties and neither party will have the power to obligate the other in any manner whatsoever.

8.2. Agents and Employees.

Any persons who perform services for CenturyLink will be solely the employees or agents of Project Developer under its sole and exclusive direction and control. Project Developer is solely responsible for: (a) the hours of work, methods of performance and compensation of its employees and agents; (b) compliance with all federal, state and local rules and regulations including those governing worker's compensation, unemployment, disability insurance and social security withholding for its employees and agents; and (c) all federal and state income taxes for its income derived in connection with the Agreement.

8.3. Safety and Health.

The safety and health of Project Developer's employees and agents while working on the Project will be Project Developer's sole responsibility. Project Developer and its employees and agents will comply with

all applicable rules and regulations, as well as all local, state and federal environmental, health and safety requirements, including those relating to the use and handling of hazardous materials. Project Developer will immediately report to CenturyLink any accidents, injuries or property damage arising from the performance in connection with the Agreement. Project Developer will provide CenturyLink with copies of any safety, health or accident reports that Project Developer files with any third party with respect to Project Developer's performance in connection with the Agreement.

9. INDEMNIFICATION:

- 9.1.** In addition to Project Developer's obligation to obtain and keep, and ensure that the Contractor obtains and keeps, insurance as set forth in this Agreement, and to the fullest extent permitted by law, Project Developer agrees to indemnify, defend and hold harmless CenturyLink, its affiliates and each of their officers, directors, employees and agents from and against all suits, losses, costs (including without limitation reasonable court costs and attorneys' fees), lawsuits, judgments, orders, awards, fines, penalties, expenses, liabilities, actions, damages or claims of any character ("Liabilities") arising from or in connection with (a) any personal injuries or property damage received or sustained by any person or property arising in whole or in part in connection with the Work; (b) any act or omission, neglect, negligence, gross negligence or willful misconduct of Project Developer, the Contractor or any subcontractors in connection with the Work or the Agreement; or (c) any breach by Project Developer of the Agreement.
- 9.2.** CenturyLink will indemnify, defend and hold harmless Project Developer, its employees and agents from and against all Liabilities arising from or in connection with (a) any act or omission, neglect, negligence, gross negligence or willful misconduct of CenturyLink in connection with the Agreement or (b) any breach by CenturyLink of the Agreement.
- 9.3.** Prior to the commencement of the Work, Project Developer will require the Contractor to agree in writing to indemnify, defend and hold harmless CenturyLink, its affiliates and each of their officers, directors, employees and agents from and against all Liabilities arising from or in connection with (a) any personal injuries or property damage received or sustained by any person or property arising in whole or in part in connection with the Work; and (b) any act or omission, neglect, negligence, gross negligence or willful misconduct of the Contractor or any subcontractors in connection with the Work.
- 9.4.** No party shall be required to indemnify, defend, or save harmless the other party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the party seeking indemnification.

10. LIMITATION OF LIABILITY:

Except for Project Developer's indemnification obligations and each party's breach of any requirements regarding Confidential Information, neither party is liable to the other for consequential, incidental, indirect, punitive or special damages, including commercial loss and lost profits, however caused, and regardless of legal theory or foreseeability, directly or indirectly arising under the Agreement, even if such party has been apprised of the possibility of the damages.

11. INSURANCE:

11.1. General Insurance Requirements.

Project Developer will, and will require that the Contractor, at all times during the term of this Agreement, at its own cost and expense, carry and maintain the insurance coverage listed below with insurers licensed in the areas where the Work will be performed having at minimum a "Best's" rating of A-VII. Contractor will not commence any Work until it has fulfilled all insurance requirements in this section. Contractor will require its subcontractors to maintain proper insurance applicable to the type and scope of Work to be performed under this Agreement. It is expressly understood that Contractor is ultimately responsible for its subcontractors including without limitation ensuring that the appropriate insurance is maintained by its subcontractors.

11.2. Workers' Compensation Insurance.

Workers' Compensation and/or, when applicable, Long Shoremen's and Harbor Workers Compensation insurance with (i) statutory limits of coverage for all employees as required by statute; and (ii) although

not required by statute, coverage for any employee on the job site; and Stop Gap liability or Employer's Liability insurance with a limit of One Million Dollars (\$1,000,000) for each accident.

11.3. Commercial General Liability Insurance.

Commercial General Liability insurance providing coverage for bodily injury, death, personal injury and property damage occurring or arising out of the performance of this Agreement, including coverage for products/completed operations, premises operations, independent contractor's protective coverage (required if Contractor subcontracts any of the Work), and contractual liability with respect to liability assumed by Project Developer. This insurance will also include: (i) explosion hazard coverage (commonly referred to as "X" coverage) if the Work involves blasting, (ii) collapse hazard coverage (commonly referred to as "C" coverage) if the Work may cause structural damage due to excavation, burrowing, tunneling, caisson work or under-pinning, and (iii) underground hazard coverage if the Work may cause damage to underground facilities (commonly referred to as "U" coverage). The limits of liability for this coverage will be not less than the limits as set forth below.

Each Occurrence	\$1,000,000.00
General Aggregate Limit	\$2,000,000.00
Products-Completed Operations Limit	\$1,000,000.00
Personal and Advertising Injury Limit	\$1,000,000.00

These limits of liability can be obtained through any combination of primary and excess or umbrella liability insurance.

11.4. Commercial Automobile Liability Insurance.

Commercial Automobile Liability insurance covering owned, non-owned and hired vehicles used in connection with the performance of the Work. The limits of liability for this coverage shall be not less than One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury or property damage.

11.5. Certificates of Insurance.

Project Developer shall forward to CenturyLink certificates of such insurance upon execution of this Agreement and upon any renewal of such insurance during the term of this Agreement for both Project Developer and the Contractor. The insuring carrier(s) may use the ACORD or equivalent certificate of insurance form acceptable to CenturyLink. The insurance certificates shall provide that: (i) CenturyLink is named as an additional insured on the Commercial General Liability and Commercial Automobile Liability policies; (ii) thirty (30) calendar days prior written notice of cancellation of, or material change or exclusions in, the policy to which the certificates relate shall be given to CenturyLink; (iii) underground hazard coverage (commonly referred to as "U" coverage) is part of the coverage and (iv) the words "pertains to all operations and projects performed on behalf of the certificate holder" are included in the description portion of the certificate. Project Developer shall not commence any Work until the obligations of Project Developer with respect to insurance have been fulfilled. The fulfillment of such obligations shall not relieve Project Developer of any liability hereunder or in any way modify Project Developer's obligations to indemnify CenturyLink.

11.6. Work around Railroad Tracks.

Whenever any Work is performed within fifty (50) feet of railroad tracks or upon a railroad right-of-way (including, if applicable, excavation of soil or use of heavy machinery), a Railroad Protective Liability Insurance policy will be required. Such policy will be issued in the name of the railroad with such limits as required by the railroad for bodily injury, property damage or physical damage to property. In addition, such policy will name CenturyLink as contractor/subcontractor on the declarations page with respect to its interest in the specific Work. This insurance policy will be in form and substance satisfactory both to CenturyLink and the railroad company and will be delivered to and approved by both parties prior to the entry upon or use of the railroad property. Railroad Protective Liability insurance required by the railroad shall be paid by CenturyLink, and Contractor shall arrange to have such costs billed separately and directly to CenturyLink by the insuring carrier(s).

12. TERMINATION; CANCELLATION:**12.1. Notice.**

Either party may terminate this Agreement (including its Schedules), in whole or in part, for its convenience with 30 days prior written notice. Project Developer will be entitled to payment for Work accepted and received by CenturyLink as of the date of termination. CenturyLink will have no other liability arising out of termination of this Agreement or a Schedule.

12.2. Breach.

Either party may terminate this Agreement (including its Schedules), in whole or in part, by written notice to the other if the other party breaches this Agreement and fails to cure such breach to the non-breaching party's satisfaction within 30 days of written notice specifying the breach.

12.3. Pre-Termination Obligations.

Expiration or termination of this Agreement (including its Schedules) will not relieve either party from its obligations arising hereunder prior to such expiration or termination.

13. DISPUTE RESOLUTION:**13.1. Negotiation.**

The parties will attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between individuals who are at a higher level than the persons with direct responsibility for administration of this Agreement. Any party may give written notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of the written notice, the receiving party will submit to the other a written response. The notice and the response, will include (a) a statement of the party's position and a summary of arguments supporting that position and (b) the name and title of the executive who will represent that party and anyone other person who will accompany that individual. Within 30 days after delivery of the disputing party's notice, the executives of both parties may confer at a mutually acceptable time, and thereafter as they reasonable deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored.. All negotiations and documents exchanged pursuant to this clause are confidential, and will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

13.2. Forum and Governing Law.

Any legal proceeding arising out of, or relating to this Agreement, will be brought in a United States District Court, or absent federal court jurisdiction, in a state court of competent jurisdiction in the Seattle, Washington metropolitan area.

13.3. Waiver of Jury Trial and Class Action.

Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury and any right to pursue any claim or action arising out of or relating to this Agreement on a class or consolidated basis or in a representative capacity.

14. MISCELLANEOUS:**14.1. Compliance with Laws and Policies.**

- (a) Project Developer will obtain, at its expense, all permits and licenses, bonds, and other necessary legal authority, pay all fees, and comply with all federal, international (if applicable), state and local laws, ordinances, rules, regulations and orders applicable to Project Developer or Project Developer's performance hereunder including, the Communications Act and orders of the Federal Communications Commission.
- (b) Project Developer, or its Contractor, will give all required notices to governmental authorities, and will coordinate all necessary governmental inspections to avoid delays in the provision of the Work.
- (c) Project Developer agrees to adhere to CenturyLink's Ethical Business Practices, or with Project

Developer's code of conduct or own similar standards. If any terms of the CenturyLink Ethical Business Practices conflict with the terms of the written contract with the Project Developer, the agreement will prevail. CenturyLink's Ethical Business Practices can be found at: <http://www.CenturyLink.com/about/company/ethics/files/EthicsBrochure2007FINAL.pdf>.

14.2. Remedies; Future Projects.

No remedy specified in this Agreement will limit CenturyLink's other rights and remedies arising in connection with the Agreement, at law or in equity. CenturyLink's participation in the Project pursuant to this Agreement shall not be construed as an agreement to participate in any future projects.

Governing Law

This Agreement will be governed by the laws of the State of Washington without reference to its choice of law rules.

Records and Audits.

Project Developer will maintain complete and accurate records with respect to the Work, including all charges associated with this Agreement and the portion of the Work performed by Subcontractors, in accordance with generally accepted accounting principles, for 72 months from the date of its termination or expiration. CenturyLink, or its designee, may inspect, audit and make copies of such records, for CenturyLink's retention, on reasonable notice.

14.3. Assignment and Delegation.

The rights and obligations of each party will be binding upon and inure to the benefit of its successors and permitted assigns. Project Developer may not assign or delegate its rights or obligations under this Agreement (including its Schedules), in whole or in part, without the prior written consent of CenturyLink. Any attempted assignment or delegation by Project Developer without CenturyLink's prior written consent shall be null and void. CenturyLink may assign this Agreement (including its Schedules), in whole or in part, without the consent of Project Developer: (a) to any Affiliates of CenturyLink, (b) in connection with any merger, consolidation, reorganization or sale of all or any part of its business or assets; or (c) as CenturyLink deems appropriate in connection with any regulatory requirements. CenturyLink may delegate its rights and obligations under this Agreement (including its Schedules) in whole or in part, without the consent of Project Developer.

14.4. Notices.

Notices required under this Agreement will be sent to the addresses stated below each party's signature. Notice will be deemed given: (a) on the 1st day after deposit with an overnight courier, charges prepaid; (b) as of the day of receipt, if sent via first class U.S. Mail, charges prepaid, return receipt requested; and (c) as of the day of receipt, if hand delivered.

14.5. Advertising; Publicity.

Neither party will use CenturyLink the other party's name, marks, codes, drawings or specifications in any advertising, press release, promotional effort or publicity of any kind without CenturyLink's prior written permission.

14.6. Waiver.

Any waiver by either party of any rights hereunder or of a breach of any provision of this Agreement will not constitute a waiver of any other breach of that or any other provision of this Agreement. Any waiver must be in writing.

14.7. Modifications or Amendments; Interpretation.

Any modifications or amendments to this Agreement must be in writing and signed by both parties. The term "including" in this Agreement means by way of example, not limitation. Headings and subheadings used in this Agreement are for convenience only, and have no substantive meaning. This Agreement will not be construed against the drafting party. Contractor has read and carefully considered the terms of this Agreement, and agrees, after opportunity to consult with legal counsel, that the terms and conditions of the Agreement are fair and reasonable.

Severability.

The determination that any provision of this Agreement is invalid or unenforceable will not invalidate this Agreement, and this Agreement will be construed and performed in all respects as if such invalid or unenforceable provision was omitted insofar as the primary purpose of this Agreement is not frustrated.

14.8. Force Majeure.

Neither party will be liable to the other party for any delay or interruption of performance resulting from causes beyond its reasonable control. Upon any force majeure, either party may elect to terminate this Agreement or any Schedule or Order or to suspend the Work upon written notice.

14.9. Entire Agreement.

This Agreement and all Schedules, exhibits, amendments, documentation, and specifications referenced in those documents, contain the entire understanding between the parties with respect to the subject matter and supersede all prior oral and written understandings, arrangements and agreements between the parties relating thereto.

14.10. Survival.

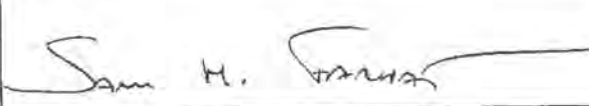
The following provisions of this Agreement regarding "Representations and Warranties"; "Confidential Information"; "Indemnification"; "Work Product"; "Limitation of Liability"; "Dispute Resolution"; and "Choice of Law" and all others that by their sense and context are intended to survive the expiration of the Agreement will survive.

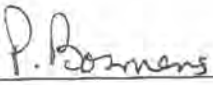
14.11. Execution.

The Agreement may be executed by facsimile copy and/or in any number of counterparts, all of which together will constitute one agreement.

Signature Block

The parties, intending to be legally bound, have caused this Agreement, including any Specific Terms and Conditions referenced herein, to be executed as of the Effective Date.

CenturyLink Corporation	Project Developer - City of Des Moines
	
(Authorized Signature)	(Authorized Signature)
Sam Farhat	Anthony Piasecki Lorri Ann Ericson
(Print or Type Name of Signatory)	(Print or Type Name of Signatory)
Director Network Eng. & Const	City Manager Acting City Manager
(Title)	(Title)
6/13/13	6-27-2013
(Execution Date)	(Execution Date)
	By direction of the Des Moines City Council after public meeting held on: 6/6/13
Address for Purposes of Notices:	Address for Purposes of Notices:

23315 66th Ave. So. Kent, Wa., 98032 Attention: Jeff Watson Phone No: 253-372-5358 Fax No: 253-859-7921 E-Mail Address: jeff.watson@centurylink.com	City of Des Moines Attn.: Len Madsen 21650 11th Avenue South Des Moines, WA 98198 Phone No: (206) 870-6523 Fax No: N/A E-Mail Address: lmadsen@desmoineswa.gov Project Developer's Remit to address;
With copies to: CenturyLink Corporation Law Department – Procurement General Counsel Agreement # NCA7932.0 1801 California St. Denver, CO 80202 CenturyLink Corporation Lead Fin/Business Analyst Procurement Agreement # NCA7932.0 700 W. Mineral Ave. COG 6.09 Littleton, CO 80120	Approved as to Form:  <u>Pat Bosmans,</u> City Attorney <u>6/24/2013</u> Date Signed originals to: City Attorney 21630 11th Avenue South Des Moines, WA 98198 City Clerk 21630 11th Avenue South Des Moines, WA 98198

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

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

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

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

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

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

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

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

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

[2000 c 83 § 6.]

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Resolution setting a Public Hearing regarding the Marina District Development Incentive

FOR AGENDA OF: July 23, 2015

DEPT. OF ORIGIN: Planning, Building and Public Works

DATE SUBMITTED: July 16, 2015

ATTACHMENTS:

1. Draft Resolution No. 15-127

CLEARANCES:

- ☒ Legal JB
- ☐ Finance N/A
- ☐ Marina N/A
- ☐ Parks, Recreation & Senior Services N/A
- ☒ Planning, Building & Public Works DA
- ☐ Police N/A
- ☐ Courts N/A
- ☒ Economic Development mea

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is for City Council to consider Draft Resolution No. 15-127 (Attachment 1), that will set a public hearing date to consider Draft Ordinance No. 15-127 relating to the establishment of a Marina District Development Incentive and amending DMMC 18.115.060(2), providing for up to three properties located on the west side of Marine View Drive South, between South 219th Street and South 227th Street, to qualify for a 10 foot building height increase up to a maximum of 45 feet. The following motion will appear on the consent calendar:

Suggested Motion

Motion 1: "I move to adopt Draft Resolution No. 15-127 setting a public hearing on August 20, 2015 to consider Draft Ordinance No. 15-127 amending DMMC 18.115.060(2) in the Marina District Neighborhood."

Background

In 2011, the dimensional standards in DMMC 18.115.060(1) (formerly DMMC 18.27.040(1)) were amended to raise the building heights in the D-C zone. Per DMMC 18.115.060(2), there is currently no commercial height bonus area along Marine View Drive.

Discussion

Several properties along Marine View Drive are ripe for redevelopment, including “the pit”, the Des Moines Theater, as well as several other vacant properties. These properties are located in the heart of the Marina District and front the west side of Marine View Drive which is classified as a State Route (SR 509) where traffic counts are approximately 17,000 trips daily. Redevelopment of these properties will hopefully encourage new and increased economic activity in the downtown business core.

The *Marina District Development Incentive* presents an opportunity to maximize economic development, to provide higher quality design, and to create vibrant community venues, all of which are target goals of the Des Moines City Council as articulated in the *Des Moines 2035* comprehensive plan and the Marina District Design Guidelines.

The zoning map amendment is a Type IV land use action by the City Council.

Alternatives

The City Council may:

1. Adopt the proposed Draft Resolution.
2. Adopt the proposed Draft Resolution with a different hearing date.
3. Decline to adopt the Draft Resolution.

Financial Impact

For the past twenty years there are a number of properties along the west side of Marine View Drive that are in disrepair or vacant representing visual and economic blight in the Marina District and an enforcement challenge for South King Fire and Rescue and the Des Moines Building and Code Enforcement Divisions. This in turn will help to increase tourism and foster more vital shopping and dining experiences and support existing businesses in the Marina District.

Recommendation

Staff recommends Council set the public hearing for consideration of Draft Ordinance No. 15-127.

CITY ATTORNEY'S FIRST DRAFT 07/15/15

DRAFT RESOLUTION NO. 15-127

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, fixing a time for a public hearing to consider Draft Ordinance No. 15-127 which amends DMMC 18.115.060(2) in the Marina District Neighborhood, providing for up to three properties located on the west side of Marine View Drive South, between South 219th Street and South 227th Street, to qualify for a 10 foot building height bonus up to a maximum of 45 feet.

WHEREAS, the City Council is considering amendments to DMMC 18.115.060(2) relating to building heights and development regulations associated with Commercial Height Bonus Areas along the west side of Marine View Drive, and

WHEREAS, a public hearing is necessary to receive public comment regarding this proposal, and

WHEREAS, a public hearing is required for adoption of an ordinance which amends a portion of the Title 18 DMMC commonly referred to as the Zoning Code; now therefore,

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

The matter of amendments to DMMC 18.115.060(2) in the Marina District Neighborhood, providing for up to three properties located on the west side of Marine View Drive South, between South 219th Street and South 227th Street, to qualify for a 10 foot building height bonus up to a maximum of 45 feet, is set for a public hearing before the City Council on Thursday, August 20, 2015, at 7:00 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers, 21630 11th Avenue South, Suite B, Des Moines, Washington.

ADOPTED BY the City Council of the City of Des Moines, Washington this 23rd day of July, 2015 and signed in authentication thereof this ____ day of July, 2015.

M A Y O R

APPROVED AS TO FORM:

Resolution No. ____
Page 2 of ____

City Attorney

ATTEST:

City Clerk

7/17/15 1:44 PM

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Resolution setting a Public Hearing regarding LUA2015-0030, The Pinnacles at Des Moines Modified Subdivision

FOR AGENDA OF: July 23, 2015

DEPT. OF ORIGIN: Planning, Building and Public Works

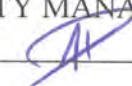
DATE SUBMITTED: July 16, 2015

ATTACHMENTS:

1. Draft Resolution No. 15-123

CLEARANCES:

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

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is for City Council to consider Draft Resolution No. 15-123 (Attachment 1), that will set a public hearing date for the consideration of Draft Ordinance No. 15-123, relating to the preliminary plat for The Pinnacles at Des Moines Modified Subdivision located in the vicinity of South 232nd Street and 14 Ave. S., Des Moines, WA 98198 (Parcels: 1722049072, 1722049073, 17220499086, 1722049107, 1722049084, and 1722049085). The following motion will appear on the consent calendar:

Suggested Motion

Motion 1: "I move to adopt Draft Resolution No. 15-123 setting a public hearing on August 20, 2015 to consider Draft Ordinance No. 15-123 relating to the preliminary plat of The Pinnacles at Des Moines Modified Subdivision."

Background

The proposed project encompasses what was formerly known as the Cedar Heights Planned Unit Development (PUD). Cedar Heights received preliminary plat approval on June 26, 2008 by Resolution

No. 1080. While the current applicant had the option to move forward with the Cedar Heights PUD, they chose to reconfigure the plat and submit a new application utilizing the modified subdivision process.

The purpose of the modified subdivision process is to provide an alternative process for approval of plats where minor modifications are justified (DMMC 17.15.030). Specifically, DMMC 17.15.050 establishes a mechanism whereby an applicant may propose and the City may consider and approve an innovative or unusual subdivision or short subdivision that does not comply with one or more requirements specified in chapter 17.35 DMMC.

Discussion

The project applicant proposes to subdivide 5.52 acres into 22 single-family lots utilizing a modified subdivision pursuant to Chapter 17.15 of the DMMC. The applicant has specifically requested two modifications:

1. To extend the maximum length of a cul-de-sac, and
2. To exceed the lot width to depth ratio.

The City of Des Moines has determined that the above-described proposal does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency.

The City issued a Determination of Non-Significance on July 7, 2015 and the comment period lapses at 4:30 p.m., July 21, 2015. Written comments concerning the DNS may be submitted to the Des Moines Planning, Building, and Public Works Department, located at 21630 11th Avenue South, Suite D, Des Moines, WA 98198.

Alternatives

The City Council may:

1. Adopt the proposed Draft Resolution.
2. Adopt the proposed Draft Resolution with a different hearing date.
3. Decline to adopt the Draft Resolution.

Financial Impact

The modified subdivision would result in the development of 22 new single family homes which will provide additional recurring property tax revenue to the City of Des Moines.

Recommendation

Staff recommends Council set the public hearing for consideration of Draft Ordinance No. 15-123.

CITY ATTORNEY'S FIRST DRAFT 07/15/15

DRAFT RESOLUTION NO. 15-123

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, fixing a time for a public hearing to consider Draft Ordinance No. 15-123 related to *The Pinnacles at Des Moines Modified Subdivision* located at South 232nd Street and 14 Avenue South, Des Moines, WA 98198 (PIN 1722049072, 1722049073, 17220499086, 1722049107, 1722049084, and 1722049085).

WHEREAS, the applicant proposes to subdivide 5.52 acres into 22 single-family lots utilizing a modified subdivision pursuant to Chapter 17.15 of the DMMC, and

WHEREAS, DMMC 17.15.030 states that the purpose of the modified subdivision process is to provide an alternative process for approval of plats where minor modifications are justified, and

WHEREAS, DMMC 17.15.050 establishes a mechanism whereby an applicant may propose and the City may consider and approve an innovative or unusual subdivision or short subdivision that does not comply with one or more requirements specified in chapter 17.35 DMMC, and

WHEREAS, the applicant has specifically requested two deviations: 1. to extend the maximum length of a cul-de-sac and 2. to exceed the lot width to depth ratio, and

WHEREAS, pursuant to DMMC 18.20.080, a modified subdivision is a Type IV land use decision that requires a public hearing to receive public comment regarding this proposal, and

WHEREAS, DMMC 17.10.130(1) requires that the date of the public hearing to consider the preliminary modified subdivision be set by motion of the City Council; now therefore,

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

The matter of the *The Pinnacles at Des Moines Modified Subdivision* is set for a public hearing before the City Council on Thursday, August 20, 2015, at 7:00 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers, 21630 11th Avenue South, Suite B, Des Moines, Washington.

Resolution No. ____
Page 2 of ____

ADOPTED BY the City Council of the City of Des Moines,
Washington this 23rd day of July, 2015 and signed in
authentication thereof this ____ day of July, 2015.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

7/16/15 7:00 AM

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Discussion of 2016-2021 Capital Improvements Plan

FOR AGENDA OF: July 23, 2015

DEPT. OF ORIGIN: Finance

ATTACHMENTS:

DATE SUBMITTED: July 16, 2015

1. Selected 2016-2021 Capital Improvements Plan project sheets containing revisions.
2. Alternative City Hall Portable Generator project sheet.
3. Draft Resolution 15-126.
4. Full, revised 2016-2021 Capital Improvements Plan.

CLEARANCES:

☒ Finance DM

☐ Legal _____

☐ Marina _____

☒ Parks, Recreation & Senior Services GO

☒ Planning, Building & Public Works DSB

☐ Police _____

☐ Court _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this report is to request Council's review of the revised version of the 2016-2021 Capital Improvements Plan based on the July 9 Council discussion. Revised project sheets are attached (and discussed below) which reflect Council's direction from the July 9, 2015 meeting. Other project sheets which have been updated with description clarifications and new pictures but don't change the substance of the project have been updated in the final version but are not separately attached.

Suggested Motion

"I move to adopt draft Resolution No. 15- 126 approving the City of Des Moines 2016 – 2021 Capital Improvements Plan."

Background

The 2016-2021 Capital Improvement Projects were discussed with the following council committees: Environmental Committee on June 18, 2015, the Municipal Facilities Committee on June 25, 2015 and the Transportation Committee on July 2, 2015. The plan was further reviewed by the full council on July

9, 2015 and further changes made. The July 23rd draft reflects the changes from the July 9, 2015 council meeting.

Summary of Changes

1. Moved N Lot Fishing Pier Paid Parking (page 17) from 2016 to 2018. Council clarification request: *Should Redondo Paid Parking project (page 19) be moved from 2016 to 2018 as well or remain in 2016?*
2. City Hall Generator project (page 23) investigated scope alternatives Includes original scope with increased price. Design moved to 2018 with installation scheduled for 2019. Staff will speak to a lower cost possible alternative.
3. Changed funding source for the Beach Park Picnic Shelter/Restrooms project (page 53) of the interfund loan from REET to the Surface Water Management fund; added \$37,000 REET funding.
4. Changed scope and title of Field House Sports Court (page 55) to Field House Tennis Court Resurface. Funding contingent on Board Walk Replacement project bids.
5. Removed the \$200,000 play equipment element from the SJU Equipment, Irrigation and Landscape project (page 67).
6. Kept 2016 Driver Speed Feedback Sign (page 79). Council clarification request: *Should 2016 purchase be authorized, moved to a future year or the project deleted?*
7. Changed the fund source for the Guardrail program (Page 81) from ASE to REET as ASE was not a qualifying source.
8. Reduced scope and REET funding for the Pavement Preservation project (page 83) to remove \$40,000 pavement condition assessment which will be included in the Street Operating budget instead.
9. Updated Marine View Dr. Roundabout project (page 93) to break out contingency costs and timing of funding sources.

Discussion

None

Alternatives

Adopt the plan or make further changes.

Recommendations or Conclusion

Staff recommends the City Council approve the 2016-2021 Capital Improvements Plan by adopting Draft Resolution No. 15- 126.

Concurrence

None.

**CITY OF DES MOINES
2016 -2021 CAPITAL IMPROVEMENT PLAN
(Amount in Thousands)**

N. Lot Fishing Pier Paid Parking 310

CIP Category: Waterfront Facility Project

Managing Department: Marina

Summary Project Description:

Install a "Pay on Leaving" parking system in the north and south parking lots on the Marina floor.

Justification/Benefits: The parking lots on the Marina floor are used by thousands of people each year. They come from all over King County to enjoy the scenery, the beach, the park and the Des Moines Creek Trail. The parking lot is also used for parking, location of community events as well as overflow parking for the events held at the Beach Park facilities. Paid parking is an option to pay for the capital and maintenance requirements.

PROJECT SCOPE		ANNUAL ALLOCATION									
Expenditures	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Design	-					-					
Land & Right of Way	-					-					
Construction	400					400					
Contingency	-					-					
Total Expenditures	400					400					

Funding Sources	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Debt Proceeds	400					400					
Total Funding	400					400					

BP Picnic Shelter/Restrooms	310
CIP Category: Park Facility Projects Managing Department: Parks, Recr & Sr Services	
Summary Project Description: Rehabilitate the Picnic Shelter and Restroom including building a new stem wall, update mechanical, electrical and plumbing systems, fixtures, interior, exterior finishes and drainage to serve the high volume Beach Park and Des Moines Creek Trail Park users. The project is part of a multi-phased plan to rehabilitate the historic buildings. It is a high priority for the general public and for the full utilization of the Event Center to maximize rental revenues that are needed to sustain the park and it's buildings.	

Justification/Benefits: Des Moines Beach Park is listed on the State and National Historic Register. Expert analysis was completed in 2004 regarding the prioritized and phased rehabilitation of the park's assets. This project was rated as a priority one project in the 2010 - 2015 Parks, Recreation and Senior Services Master Plan.

PROJECT SCOPE		ANNUAL ALLOCATION							
Expenditures	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021
Design	56		36	20					
Land & Right of Way	-								
Construction	500			500					
Contingency	67			67					
Total Expenditures	623	-	36	587	-	-	-	-	-

PROJECT SCOPE		ANNUAL ALLOCATION							
Funding Sources	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021
REET	37			37					
King County Park Levy	293	41	55	50	49	49	49		
Surface Water Utility	-		147	(49)	(49)	(49)			
State of Washington Grants	293			293					
Total Funding	623	41	202	331	-	-	49	-	-

CITY OF DES MOINES
2016 -2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

Field House Tennis Court	310	Summary Project Description:
		Repaint the tennis court at the Field House.

CIP Category: Park Facility Projects

Managing Department: Parks, Recr & Sr Services

Justification/Benefits: The court was last painted approximately 15 years ago.

PROJECT SCOPE		ANNUAL ALLOCATION									
		Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021	Plan Year 2021	Plan Year 2021
Design	-										
Land & Right of Way	-										
Construction	25			25							
Permits	-										
Sales Tax	-										
Contingency	-										
Total Expenditures	25	-	-	25	-	-	-	-	-	-	-

Funding Sources		Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021
				25					
REET	25								
Local Grants (County, etc.)	-								
State of Washington Grants (Unconfirmed)	-								
Total Funding	25	-	-	25	-	-	-	-	-

**CITY OF DES MOINES
2016 -2021 CAPITAL IMPROVEMENT PLAN
(Amount in Thousands)**

SJU Irrig and Landscape	310	Summary Project Description:
CIP Category: Park Facility Projects		New irrigation. Add topsoil to level the grass area and then hydroseed.
Managing Department: Parks, Recr & Sr Services		

Justification/Benefits: The existing irrigation system is old and has been repaired many times. The grass area has quite a bit of moss from prior leaks.

PROJECT SCOPE			ANNUAL ALLOCATION									
Expenditures	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021	Plan Year 2021	Plan Year 2021	Plan Year 2021
Design	40											40
Land & Right of Way	-											
Construction	145											145
Contingency	20											20
Total Expenditures	205	-	-	-	-	-	-	-	-	-	-	205

Funding Sources	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021	Plan Year 2021	Plan Year 2021	Plan Year 2021
REET	145											145
State of Washington Grants (Unconfirmed)	60											60
Total Funding	205	-	-	-	-	-	-	-	-	-	-	205

CITY OF DES MOINES
2016 -2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

Driver Speed Feedback Signs	319,609	Summary Project Description: Install permanent radar speed signs which show vehicle speed along with the posted speed limit at arterial locations to be determined. One installed at 20th Ave S. in 2014.
CIP Category: Transportation - Operating Project Managing Department: Plan, Build & PW Admin		

Justification/Benefits: Driver Speed Feedback signs have been shown to potentially reduce speeds by a small amount and bring awareness to the motoring public. This type of traffic control is better suited for arterials instead of local roads since it does not introduce a vertical or horizontal change in the roadway geometry associated with neighborhood traffic calming techniques such as speed bumps or traffic circles.

PROJECT SCOPE		ANNUAL ALLOCATION									
Expenditures	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Design	-										
Land & Right of Way	-										
Construction	30			15		15					
Contingency	-										
Total Expenditures	30	-	-	15	-	15	-	-	-	-	-

Funding Sources	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
ASE (Automatic Speed Enforcement) GF X-fer	30			15		15					
Total Funding	30	-	-	15	-	15	-	-	-	-	-

CITY OF DES MOINES
2016 -2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

Guardrail Program	319,103	Summary Project Description:
CIP Category: Transportation - Operating Project		Install new or replace outdated guardrail city wide.
Managing Department: Plan, Build & PW Admin		

Justification/Benefits: This program is specifically intended to target roadside safety on the City's street system. These locations are where guardrail is warranted (determined by the American Association of State Highway and Transportation Officials - AASHTO - Roadside Design Guide and City Policy) but where none exists, and where the existing guardrail does not meet current design standards and should be upgraded to enhance safety. Vehicle impact with substandard guardrail installations can potentially increase the severity of the collision.

PROJECT SCOPE		ANNUAL ALLOCATION									
		Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Expenditures	Total Budget										
Design	-										
Land & Right of Way	-										
Construction	75			25		25			25		
Contingency	-										
Total Expenditures	75			25		25		-	25		-

Funding Sources		Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
REET	75			25		25			25		
Total Funding	75			25		25		-	25		-

CITY OF DES MOINES
2016 -2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

Pavement Preservation	319,100	Summary Project Description:
CIP Category: Transportation - Operating Project		Maintain and preserve the integrity of the City's existing roadway surfaces of approximately 5 centerline miles per year through a combination of pavement rehabilitation measures, such as clip seals, patches and overlays.
Managing Department: Plan, Build & PW Admin		

Justification/Benefits: The City's Comprehensive Transportation Plan has identified the Pavement Management Program as a high priority. A major component of this program is the yearly pavement maintenance and rehabilitation projects. These projects are intended to protect and preserve the surface condition, help maintain the structural integrity, and restore texture and skid resistance to the roadway surface. With proper maintenance, asphalt pavement has a design life of 20 to 25 years. There are approximately 100 centerline miles of roadway. Given the design life of pavement, the Pavement Management Program should strive to maintain at least 4 to 5 centerline miles of roadway each year.

PROJECT SCOPE		ANNUAL ALLOCATION													
Expenditures		Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021					
Design	-														
Land & Right of Way	-														
Construction	2,244			59	60	425	425	425	425	425					
Contingency	-														
Total Expenditures		2,244	-	59	60	425	425	425	425	425					

Funding Sources		Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021
REET	2,244			59	60	425	425	425	425	425
Total Funding		2,244	-	59	60	425	425	425	425	425

CITY OF DES MOINES
2016 -2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

Marine View Dr Roundabout	319,608	Summary Project Description:
CIP Category: Transportation - Capital Project		Re-align intersection and install round-a-bout at the intersection of Marine View Drive and S 240th Street.
Managing Department: Plan, Build & PW Admin		

Justification/Benefits: The project will install a modern round-a-bout at this intersection which will reduce crash severity for all users, allowing safer mergers into circulating traffic, and provide more perception time for all users due to the lower vehicle speeds. There will be fewer overall conflict points and no left-turn conflicts. An environmental benefit minimizes delays with infrequent stops being required during off-peak periods. The improvement will provide an opportunity for pedestrian crossings of Marine View Drive under slower vehicle speed conditions. The circular island provides an opportunity for landscaping and/or gateway feature to enhance the community.

PROJECT SCOPE		ANNUAL ALLOCATION									
Expenditures	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Design	227		23	175							
Land & Right of Way	251				251						
Construction	1,500				500	1,000					
Contingency	212				112	100					
Total Expenditures	2,190	29	23	175	863	1,100	-	-	-	-	-

Funding Sources		Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Traffic Impact Fees - City Wide	227		23	175							
Traffic in-Lieu	783				288	495					
State of Washington Grants (Unconfirmed)	1,180				575	605					
Total Funding	2,190	29	23	175	863	1,100	-	-	-	-	-

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CITY OF DES MOINES
2016-2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

City Hall Portable Generator	310	Summary Project Description:
Purchase two new portable, towable generators (250 kW for City Hall, 125 kW for Engineering) and associated equipment, and perform the necessary building electrical modifications to facilitate being able to use the new portable generators.		

CIP Category: Building Facility Project
 Managing Department: Plan, Build & PW Admin

Justification/Benefits: The 2006 winter storm season was rather severe. City Hall and Engineering were not operational at times. These portable, towable generators (250 kW for City Hall, 125 kW for Engineering) will help city staff perform their vital functions during emergency conditions and keep City Hall, Engineering, and the Mechanic Shop open to serve the public.

PROJECT SCOPE		ANNUAL ALLOCATION									
Expenditures	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Design	19					19					
Land & Right of Way	-										
Construction	230						230				
Contingency	31						31				
Total Expenditures	280					19					

Funding Sources	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021
REET	280					19			
Facility Repair & Replace Fund	-						261		
Total Funding	280					19			

OPERATING IMPACT		ANNUAL OPERATING IMPACT					
Operating Impact	6 Year Total	2015	2016	2017	2018	2019	2020
Revenue	-	-	-	-	-	-	-
Expenses	-	-	-	-	-	-	-
Net Impact	-						

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CITY ATTORNEY'S FIRST DRAFT 07/16/2015

DRAFT RESOLUTION NO. 15-126

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, relating to capital improvements planning, adopting the 2016-2021 City of Des Moines Capital Improvements Plan, and superseding Resolution No. 1280.

WHEREAS, the City Council of the City of Des Moines adopted the 2015-2020 Capital Improvement Plan by Resolution No. 1280, and

WHEREAS, the City Council finds it to be in the public interest to adopt the 2016-2021 Capital Improvements Plan; now therefore,

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

Sec. 1. The City of Des Moines Capital Improvements Plan 2016-2021 is adopted by reference, as a guide for future capital improvement projects and policies.

Sec. 2. The City Manager is directed to submit to the City Council, for approval or adoption, annual updates to the Des Moines Capital Improvements Plan at least once a year.

Sec. 3. The City Manager is directed to submit to the City Council, for approval or adoption, amendments to specific projects contained in the Capital Improvements Plan when any project exceeds or will exceed budgetary authorization.

Sec. 4. The City Manager is directed to submit to the City Council, for approval, significant changes to the scope of any project contained in the Capital Improvements Plan as adopted in this Resolution. Determinations regarding what constitutes a significant change in a CIP project shall rest with the City Manager, provided in all circumstances that the provisions of section 3 are enforced. Finally, three City Councilmembers may determine a significant change has occurred or is proposed to occur with respect to any project contained in the CIP, which determination shall bring the matter before the full City Council for approval or authorization.

Sec. 5. Any new capital project meeting the criteria for inclusion in the CIP shall not be authorized without review and amendment to the 2016-2021 Capital Improvement Plan by the City Council.

Sec. 6. Capital Improvements Plan projects identified in the Comprehensive Transportation Plan (CTP) as "Intersection and

Resolution No. _____
 Page 2 of 2

Roadway Capacity Improvement Projects" are eligible for funding by Traffic Impact Fees authorized under Ordinance No. 1322. Eligible projects shall be funded from Traffic Impact Fees, to the extent such funds are available, in the following priority order:

(1) Payment of debt service on bonds or loans for CTP-identified eligible projects.

(2) Reimbursement of past CIP transportation capital expenditures for CTP-identified eligible projects.

(3) Reimbursement of current CIP transportation capital expenditures for CTP-identified eligible projects.

(4) Use as matching funds required to obtain grants for CTP-identified eligible projects.

Sec. 7. Resolution No. 1280 is hereby superseded.

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

 M A Y O R

APPROVED AS TO FORM:

 City Attorney

ATTEST:

 City Clerk



2016-2021

CAPITAL IMPROVEMENTS PLAN

Draft Resolution No. 15-126

Draft July 23, 2015

CITY OF DES MOINES
2016 – 2021
CAPITAL IMPROVEMENTS PLAN

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*“You can avoid reality, but you cannot avoid the
consequences of avoiding reality.”*

Ayn Rand

INTRODUCTION

This document is the City of Des Moines's 2016 –2021 Capital Improvement Plan. The Capital Improvement Plan provides a multi-year list of proposed major capital and major repair expenditures for the city. This plan attempts to set funding strategies not only for the current year, but also for the next five years to project future needs for major construction, land acquisition and equipment needs that improve the cultural environment, capital infrastructure and recreational opportunities for the citizens of Des Moines. Capital expenditures are viewed not only in the context of how much the new project will cost, but also what impact the project will have on the city's operating budget.

OVERVIEW

Capital facilities planning and financing is subject to the State of Washington Growth Management Act of 1990 (GMA). The GMA requires communities to adopt comprehensive plans designed to guide the orderly development of growth over the next twenty years.

In accordance with GMA, the city has prepared its 2016-2021 Capital Improvement Plan ("CIP"). This plan provides long-range policy guidance for the development of capital improvements and identification of major repairs to accommodate orderly growth, set policy direction for capital improvements and ensure that needed capital facilities are provided in a timely manner.

The GMA requires the following elements in long term capital planning:

1. An inventory of existing publicly-owned capital facilities showing locations and capacities.
2. A forecast of the future needs for such capital facilities.
3. The proposed locations and capacities of expanded or new capital facilities.
4. A minimum six-year plan that will finance such capital facilities within projected funding capacities and clearly identifies sources of public money for such purposes.
5. A requirement to reassess the land-use element if probable funding falls short of meeting existing needs.

The 2016-2021 CIP is the result of step 4 listed above.

For financial and accounting purposes, municipal capital and operating funds are divided into two broad categories: general governmental and proprietary. General governmental activities are supported primarily by taxes and user fees, while proprietary activities rely primarily on fees generated from the sale of goods and services for their operations. Capital improvements for police, parks, and transportation are traditionally general governmental in nature, while those for surface water and marina are proprietary.

Revenue sources for general governmental capital improvements are constrained by legal limits on tax rates that can be charged to raise funds for capital improvements, and on the amount of general obligation debt (capacity) that can be issued to raise funds for capital improvements. Proprietary funds' revenue sources are less restricted in that user fees could be increased or revenue-backed debt issued with the approval of the legislative body.

In addition, general governmental capital funding for improvements that rely on voter-approved bond issues creates uncertainty of when or if certain projects will take place.

CIP PROJECT CRITERIA

Capital expenditures include expenditures for buildings, land, major equipment, and other commodities that are of significant value (greater than \$25,000) and have a useful life of at least five years. Anticipated major repairs/maintenance greater than \$25,000 have also been included. The next year of capital spending and projects which do not meet the capital criteria are included in the annual Operating Budget.

The Capital Improvement Plan (CIP) lists each proposed project to be undertaken, the year in which it will be started, the amount expected to be expended in each year and the proposed method of financing these expenditures. Based on these details, summaries of project activities in each year can be prepared, as well as summaries of financial requirements, such as amounts of general obligation bonds to be issued, amounts of general operation funds required and any anticipated intergovernmental support, etc.

The capital improvement budget is enacted annually based on the capital improvement plan. It appropriates funding for the projects in the first year of the capital improvement plan as well as any projects started but not yet complete.

Flexibility is built into the capital improvement plan to allow for delay of projects when financing constraints make it impossible to allow for funding of the entire array of projects and to move future projects forward when financial availability makes it possible. The CIP is updated at least annually.

WHY PLAN FOR CAPITAL FACILITIES?

Project planning provides several advantages to the community:

- It facilitates repair or replacement of existing facilities before they fail. Failure is almost always more costly, time- consuming and disruptive than planned repair or replacement.
- It focuses community and the City Council's attention to priorities, goals, needs and capabilities. There are always more needs and competing projects than available funds. A good project plan forces the city to consciously set priorities between competing projects and interests.
- It provides a framework for decisions about community growth and development. Long-range planning for infrastructure needs allows the community to accommodate reasonable growth in new facilities while maintaining existing infrastructure, based on goals established through the planning process.
- It promotes a more efficient government operation. Coordination of projects can minimize disruption and reduce scheduling problems and conflicts between several projects. Related projects, such as sidewalks, drainage and roads, can be planned simultaneously.
- It helps distribute costs more equitably over a longer period of time, avoiding the need to impose spikes in tax financing. For example, new projects can be scheduled as current debt levels decline.
- It enhances opportunities for outside financial assistance. Adequate lead time allows for the opportunity to explore all avenues of outside grant funding with federal, state, and local financial assistance programs.

- It serves as an effective community education tool in conveying to the public that the City Council has made decisions that affect the future of the city and in its implementation provides guidance for development of the community.

FINANCIAL POLICIES & REVENUE SOURCES

The City Council has adopted policies that encourage fiscal responsibility while establishing reliable sources of funding for project expenditures on an ongoing basis. Described below are policies and revenues sources which support the CIP process.

Revenue Policies and Sources

- In 2012 City Council adopted Ordinance No. 1561 which was later amended by Ordinance No. 1607 in 2014, which defines one-time revenues and restricts the use of one-time revenues to fund municipal capital improvements projects.
- Rate studies in proprietary funds are conducted periodically to determine the adequacy of user charges and annual contributions for capital improvements. The Marina underwent a rate studies in 2006 and the Surface Water Management Utility completed its latest rate study in 2015. The City Council implemented a three-year phased-in approach of rate increases as proposed by the Surface Water Management Utility Rate Study. In 2007, the City Council approved Resolution No. 1028 adopting increases in Marina rates for through 2009. Subsequent rate changes for both the Marina and the Surface Water Management Utility are based on the CPI inflation index.
- Park in-lieu fees from single-family subdivisions and multi-family developments are used for the acquisition and development of neighborhood parks determined necessary as a consequence of the proposed development, or for designated community parks.
- Transportation Impact Fees are used to pay for past and future payments of capital expenditures for growth related transportation improvements and are also available to repay the debt service on bonds or loans financed for growth related transportation improvements
- Twenty-five percent (25%) of vehicle fuel tax revenues will be transferred annually from the Street Fund to the Transportation Capital Improvement Fund for transportation capital improvements. This requirement was suspended for 2015 by Res. 1280, which adopted the 2015-2020 CIP.

Debt Management Policies:

- The city shall determine the most advantageous financing method for all new projects. Whenever possible, the city shall identify alternative sources of funding and shall examine the availability of all sources in order to minimize the level of debt.
- Pay-as-you-go financing of capital improvements shall be utilized whenever possible.
- The city shall utilize intergovernmental contribution, when available, to finance capital improvements that are consistent with the goals and priorities of the city.

- The scheduled maturities of long-term obligations shall not exceed the expected useful life of the capital project or asset financed.

CAPITAL IMPROVEMENT PLAN PROCESS

The capital improvement plan process is built around the following eight steps:

1. *Establish administrative and policy framework for capital programming and budgeting.* The first step in implementing an effective capital improvement planning and budget process is to establish the underlying organizational and policy framework within which the process operates. All requests for capital improvement projects are submitted to the Finance Department.
2. *Prepare inventory of existing facilities.* Each governmental unit compiles an inventory of its own physical plant. This helps to indicate the eventual need for renewal, replacements, expansion or retirement of some of the physical plant. This often is accomplished through a master plan process.
3. *Review the status of on-going projects.* The estimated costs of these projects are reviewed to ensure accuracy and monitor the funding necessary to complete the project.
4. *Perform financial analysis and financial programming.* Financial analysis involves the determination of the City of Des Moines' financial capability for major expenditures by examining past, present and future revenue, expenditures and municipal debt. The selection and scheduling of funding sources of these major expenditures is known as financial programming. Some of the important objectives of financial programming include:
 - Smoothing the tax rate impacts
 - Maintaining a preferred balance of debt service and current expenditures
 - Determining debt capacity and appropriate debt service levels
 - Maximizing intergovernmental aid relative to local expenditures

The intent is to come up with a level of project expenditures which the municipality can safely afford over the next several years while maintaining a minimal impact of the property tax rate and other municipal revenues.

5. *Compile and evaluate project requests.* Once the Finance Department has completed reviewing and summarizing the CIP requests, the CIP requests are then presented to the City Council Committees (Environment: Surface Water Management Capital Projects; Municipal Facilities: Parks, Administrative and Maintenance Facilities, and Marina Capital Projects; Public Safety and Transportation: Transportation Capital Projects) for review and prioritization based on the criteria contained in the Capital Project Criteria section.
6. *Adopt of the capital program and budget.* The City Council as a whole, reviews, modifies and adopts the Capital Improvement Plan in the summer. Continuing projects plus projects listed in the CIP to start the next fiscal year are included in the Capital Project Budget which council adopts (along with the Operating Budget) before the end of the current year.

7. *Monitoring the Capital Project Budget.* Monitoring the approved capital project budget requires appropriate actions from the Finance Department. Since capital projects often involve time-consuming activities such as bidding, site selection, and lengthy purchasing and construction delays, the actual implementation of projects may be completed somewhat later than the designated year. If funds are incomplete, it may be desirable to split the project over two funding years. An example of this would be completing the Engineering design and bid specification development in one year and the actual construction in the second year.

8. *Modifications.* Significant change in project scope, time or costs requires a budget amendment by the City Council.

CAPITAL PROJECT EVALUATION CRITERIA

Legal. A State or Federal mandate may require a project be implemented. Court orders and judgments concerning annexation property owners' rights, environmental protection, etc. are examples of legal requirements which may affect project prioritization.

Safety. Benefit to the environment, safety or public health of the community is evaluated. For example, all street projects concern public safety, but streets for which documented evidence of existing safety hazards are given higher priority.

Comprehensive Plan. Consistency with the city's Comprehensive Plan is important. Capital projects may directly or indirectly relate to comprehensive plan and should be consistent with the comprehensive plan.

Funding. The extent to which outside funding is available for a project or purchase is evaluated.

Related Project. Sometimes projects in one category are essential to the success of those in others. Related projects proposed by other departments or governmental jurisdictions may even affect a savings to a particular project. Coordination of street projects with utility programs within the city (or those planned by other jurisdictions) can reduce costs and minimize public inconvenience. A surface water line replacement needed in three years may be given a higher priority in order to coincide with a street resurfacing project needed immediately.

Efficiencies. Projects which substantially improve the quality of service at the same operating cost, or eliminate obsolete and inefficient facilities, or lower operating costs are given higher priority.

Economic Impact. A project may affect the local economy. Increases or decreases in property valuations may occur. Rapid growth in the area may increase the city's land acquisition costs if the project is deferred.

Public Support. Projects are generally more easily implemented if there is public demand and support for them.

“Each of us is carving a stone, erecting a column,
or cutting a piece of stained glass in the construction
of something much bigger than ourselves.”

Adrienne Clarkson

SUMMARY LISTING OF
PROJECT EXPENDITURES
AND FUNDING SOURCES

CITY OF DES MOINES
CIP COSTS SUMMARY: 2016-2021
 (Amounts in Thousands)

Page #	Project Name	Total Budget	Project to Date 12/31/14	Sched Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021
GENERAL MUNICIPAL IMPROVEMENTS										
<u><i>Economic Development & Tourism Projects</i></u>										
19	Redondo Paid Parking	150	-	-	150	-	-	-	-	-
21	Electronic Readerboards	100	-	-	-	50	-	50	-	-
17	N. Lot Fishing Pier Paid Parking	400	-	-	-	-	400	-	-	-
	Total Econ Dev & Tourism	650	-	-	150	50	400	50	-	-
<u><i>Building Facility Projects</i></u>										
27	Council Chambers Lighting	25	-	-	25	-	-	-	-	-
29	LED Exterior Lighting	34	-	-	34	-	-	-	-	-
31	Activity Center Floor	20	-	-	20	-	-	-	-	-
33	Field House Roof	120	-	-	-	-	120	-	-	-
23	City Hall Generator	365	-	-	-	-	24	341	-	-
35	Founders' Lodge Exterior Paint	90	-	-	-	-	-	90	-	-
37	Engineer Bldg Windows	25	-	-	-	-	-	-	25	-
39	City Hall Canopy Repairs	55	-	-	-	-	-	-	55	-
41	Activity Center Exterior Paint	30	-	-	-	-	-	-	-	30
43	PW Service Center Interior Painting	60	-	-	-	-	-	-	-	60
45	Field House Interior Paint	35	-	-	-	-	-	-	-	35
47	Activity Center Irrigation/Landscape	65	-	-	-	-	-	-	-	65
25	City Hall Parking Lot	260	-	-	-	-	-	-	-	260
49	Police Dept Storage Building	445	-	-	-	-	-	-	-	445
	Total Building Facilities	1,629	-	-	79	-	144	431	80	895
<u><i>Technology Projects</i></u>										
51	Financial System Replacement	250	-	-	100	150	-	-	-	-
	Total Technology	250	-	-	100	150	-	-	-	-

**CITY OF DES MOINES
CIP COSTS SUMMARY: 2016-2021**
(Amounts in Thousands)

Page #	Project Name	Total Budget	Project to Date 12/31/14	Sched Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021
<u>Park Facility Projects</u>										
53	BP Picnic Shelter/Restrooms	623	-	36	587	-	-	-	-	-
55	Field House Sports Court	25	-	-	25	-	-	-	-	-
57	Cecil Powell Play Equipment	198	-	-	-	-	-	-	-	198
59	Westwood Play Equipment	68	-	-	-	-	-	-	-	68
61	Field House Skate Park	155	-	-	-	-	-	-	-	155
63	Wooton Park	240	-	-	-	-	-	-	-	240
65	Kiddy Park Play Equipment	210	-	-	-	-	-	-	-	210
67	SJU Irrig and Landscape	205	-	-	-	-	-	-	-	205
	Total City Wide Park Facilities	1,724	-	36	612	-	-	-	-	1,076
<u>Waterfront Facility Projects</u>										
69	North Lot & Beach Park Bulkheads	2,200	-	-	-	2,200	-	-	-	-
71	Redondo Floats	110	-	-	-	-	-	-	-	110
73	Redondo Restroom & Plaza	400	-	-	-	-	-	-	-	400
75	Marina Fishing Pier Restrooms	250	-	-	-	-	-	-	-	250
77	Redondo Fishing Pier Replace Decking	225	-	-	-	-	-	-	-	225
	Total Waterfront Facilities	3,185	-	-	-	2,200	-	-	-	985
<u>Transportation - Operating Projects</u>										
83	Pavement Preservation	2,244	-	59	60	425	425	425	425	425
85	Sidewalk Program	175	-	25	25	25	25	25	25	25
79	Driver Speed Feedback Signs	30	-	-	15	-	15	-	-	-
81	Guardrail Program	75	-	-	25	-	25	-	25	-
	Total Transport - O&M Projects	2,524	-	84	125	450	490	450	475	450
<u>Transportation - Capital Projects</u>										
87	Midway SRTS 24th Ave Sidewalk	388	24	27	337	-	-	-	-	-
89	24th Ave South Improvement	8,395	7,854	491	50	-	-	-	-	-
91	Gateway - S 216th Segment 1A	6,885	1,063	752	5,070	-	-	-	-	-
93	Marine View Dr Roundabout	2,190	29	23	175	863	1,100	-	-	-
95	Barnes Creek Trail	5,664	268	473	323	-	1,800	1,200	1,000	600
97	Redondo Board Walk Replacement	4,100	-	380	3,720	-	-	-	-	-
99	S 224th St Improvements	614	-	114	500	-	-	-	-	-
101	South 268th Street Sidewalk	580	-	60	520	-	-	-	-	-
103	16th Ave - Seg 5A	1,329	-	-	129	91	42	692	375	-
105	SeaTac Signal Improvements	350	-	-	-	150	200	-	-	-
107	South 216th - Segment 3	5,420	-	-	-	270	1,865	3,285	-	-
109	Redondo Area Street Improvements	70	-	-	-	-	70	-	-	-
111	South 240th Street Improve - Seg 1	6,300	-	-	-	-	-	-	735	5,565
113	South 240th Street Improve - Seg 2	4,850	-	-	-	-	-	-	435	4,415
115	Kent-Des Moines Rd - Seg 2	7,200	-	-	-	-	-	-	-	7,200
	Total Transport - Capital Projects	54,335	9,238	2,320	10,824	1,374	5,077	5,177	2,545	17,780
Total General Municipal Improvements			64,297	9,238	2,404	11,278	4,224	6,111	6,108	3,100 20,110

CIP COSTS SUMMARY: 2016-2021
(Amounts in Thousands)

<i>Page #</i>	<i>Project Name</i>	<i>Total Budget</i>	<i>Project to Date 12/31/14</i>	<i>Sched Year 2015</i>	<i>Plan Year 2016</i>	<i>Plan Year 2017</i>	<i>Plan Year 2018</i>	<i>Plan Year 2019</i>	<i>Plan Year 2020</i>	<i>Plan Year 2021</i>
MARINA CAPITAL IMPROVEMENTS										
117	Dock Electrical Replacements	300	-	-	60	60	-	60	60	60
119	Fuel Dispenser	60	-	-	-	-	60	-	-	-
	Total Marina	360	-	-	60	60	60	60	60	60
SURFACE WATER MANAGEMENT CAPITAL										
121	Barnes Crk/Kent-Des Moines Rd Culvert	1,594	17	94	323	1,160	-	-	-	-
123	Lower Massey Creek Channel Modification	1,909	260	163	1,486	-	-	-	-	-
125	24th Ave Pipeline Replacement/Upgrade	260	-	8	252	-	-	-	-	-
127	Pipe Replacement Program	1,361	-	-	-	49	328	328	328	328
129	1st Ave Pond Expansion	385	-	-	-	-	60	325	-	-
131	5th Ave/212th Street Pipe Upgrade	815	-	-	-	-	-	815	-	-
133	N. Fork McSorley Ck Diversion	432	-	-	-	-	-	-	432	-
135	6th Ave/239th Pipe Replacement	191	-	-	-	-	-	-	191	-
137	14th Ave (268th to 272nd) Pipe Upgrade	478	-	-	-	-	-	-	478	-
139	216th PL/ Marine View Dr. Pipe Upgrade	309	-	-	-	-	-	-	-	309
141	KDM /16th Avenue Pipe Replacement	272	-	-	-	-	-	-	-	272
143	DMMD 208th to 212th Pipe Project	603	-	-	-	-	-	-	-	603
	Total Surface Water Mgmt	8,609	277	265	2,061	1,209	388	1,468	1,429	1,512
TOTAL CITY WIDE		73,266	9,515	2,669	13,399	5,493	6,559	7,636	4,589	21,682

**CITY OF DES MOINES
CIP REVENUE SOURCE SUMMARY: 2016-2021**

(Amounts in Thousands)

Page #	Project Name	Total Budget	Project to Date 12/31/14	Sched Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021
GENERAL FUND										
51	Financial System Replacement	190	75	85	30	-	-	-	-	-
	Total General Fund	190	75	85	30	-	-	-	-	-
FACILITY REPAIR & REPLACEMENT										
27	Council Chambers Lighting	25	-	-	25	-	-	-	-	-
29	LED Exterior Lighting	34	-	-	34	-	-	-	-	-
31	Activity Center Floor	20	-	-	20	-	-	-	-	-
33	Field House Roof	120	-	-	-	-	120	-	-	-
35	Founders' Lodge Exterior Paint	90	-	-	-	-	-	90	-	-
37	Engineer Bldg Windows	25	-	-	-	-	-	-	25	-
39	City Hall Canopy Repairs	55	-	-	-	-	-	-	55	-
41	Activity Center Exterior Paint	30	-	-	-	-	-	-	-	30
45	Field House Interior Paint	35	-	-	-	-	-	-	-	35
43	PW Service Center Interior Painting	60	-	-	-	-	-	-	-	60
47	Activity Center Irrigation/Landscape	65	-	-	-	-	-	-	-	65
	Total Facility Repair & Replacement	559	-	-	79	-	120	90	80	190
REET - 1st Quarter %										
97	Redondo Board Walk Replacement	493	-	43	450	-	-	-	-	-
83	Pavement Preservation	2,244	-	59	60	425	425	425	425	425
101	South 268th Street Sidewalk	89	-	-	89	-	-	-	-	-
55	Field House Sports Court	25	-	-	25	-	-	-	-	-
95	Barnes Creek Trail	905	-	-	284	-	243	162	135	81
53	BP Picnic Shelter/Restrooms	37	-	-	37	-	-	-	-	-
81	Guardrail Program	75	-	-	25	-	25	-	25	-
23	City Hall Generator	365	-	-	-	-	24	341	-	-
25	City Hall Parking Lot	260	-	-	-	-	-	-	-	260
57	Cecil Powell Play Equipment	198	-	-	-	-	-	-	-	198
59	Westwood Play Equipment	68	-	-	-	-	-	-	-	68
67	SJU Irrig and Landscape	145	-	-	-	-	-	-	-	145
75	Marina Fishing Pier Restrooms	250	-	-	-	-	-	-	-	250
71	Redondo Floats	40	-	-	-	-	-	-	-	40
61	Field House Skate Park	155	-	-	-	-	-	-	-	155
77	Redondo Fishing Pier Replace Decking	67	-	-	-	-	-	-	-	67
63	Wooton Park	240	-	-	-	-	-	-	-	240
65	Kiddy Park Play Equipment	210	-	-	-	-	-	-	-	210
73	Redondo Restroom & Plaza	200	-	-	-	-	-	-	-	200
49	Police Dept Storage Building	445	-	-	-	-	-	-	-	445
	Total REET	6,511	-	102	970	425	717	928	585	2,784

CITY OF DES MOINES
CIP REVENUE SOURCE SUMMARY: 2016-2021

(Amounts in Thousands)

Page #	Project Name	Total Budget	Project to Date 12/31/14	Sched Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021
ASE (Automatic Speed Enforcement)										
87	Midway SRTS 24th Ave Sidewalk	291	184	43	64	-	-	-	-	-
85	Sidewalk Program	175	25	-	25	25	25	25	25	25
101	South 268th Street Sidewalk	60	-	-	60	-	-	-	-	-
79	Driver Speed Feedback Signs	30	-	-	15	-	15	-	-	-
	Total ASE	556	209	43	164	25	40	25	25	25
TRAFFIC IMPACT FEES - CITY WIDE										
89	24th Ave South Improvement	181	181	-	-	-	-	-	-	-
91	Gateway - S 216th Segment 1A	269	50	-	219	-	-	-	-	-
93	Marine View Dr Roundabout	227	29	23	175	-	-	-	-	-
87	Midway SRTS 24th Ave Sidewalk	97	-	-	97	-	-	-	-	-
105	SeaTac Signal Improvements	350	-	-	-	150	200	-	-	-
107	South 216th - Segment 3	420	-	-	-	80	190	150	-	-
103	16th Ave - Seg 5A	144	-	-	-	-	42	102	-	-
115	Kent-Des Moines Rd - Seg 2	330	-	-	-	-	-	-	-	330
	Total Traffic Impact Fees - City Wide	2,018	260	23	491	230	432	252	-	330
TRAFFIC IMPACT FEES - PAC RIDGE										
99	S 224th St Improvements	614	606	-	8	-	-	-	-	-
	Total Traffic Impact Fees - Pac Ridge	614	606	-	8	-	-	-	-	-
TRAFFIC IN LIEU										
89	24th Ave South Improvement	127	127	-	-	-	-	-	-	-
103	16th Ave - Seg 5A	1,094	129	-	-	-	-	590	375	-
91	Gateway - S 216th Segment 1A	925	-	132	793	-	-	-	-	-
93	Marine View Dr Roundabout	783	-	-	-	288	495	-	-	-
107	South 216th - Segment 3	1,300	-	-	-	-	950	350	-	-
113	South 240th Street Improve - Seg 2	2,900	-	-	-	-	-	-	235	2,665
115	Kent-Des Moines Rd - Seg 2	20	-	-	-	-	-	-	-	20
	Total Traffic in Lieu	7,149	256	132	793	288	1,445	940	610	2,685
REDONDO ZONE PARKING										
109	Redondo Area Street Improvements	70	-	-	-	-	70	-	-	-
	Total Redondo Zone Parking	70	-	-	-	-	70	-	-	-
KING COUNTY PARK LEVY										
95	Barnes Creek Trail	288	288	-	-	-	-	-	-	-
53	BP Picnic Shelter/Restrooms	293	41	55	50	49	49	49	-	-
	Total King County Park Levy	581	329	55	50	49	49	49	-	-
MCI										
103	16th Ave - Seg 5A	91	91	-	-	-	-	-	-	-
	Total MCI	91	91	-	-	-	-	-	-	-
Transportation CIP										
91	Gateway - S 216th Segment 1A	915	915	-	-	-	-	-	-	-
95	Barnes Creek Trail	68	68	-	-	-	-	-	-	-
	Total Transportation CIP Fund	983	983	-	-	-	-	-	-	-

CITY OF DES MOINES
CIP REVENUE SOURCE SUMMARY: 2016-2021

(Amounts in Thousands)

Page #	Project Name	Total Budget	Project to Date 12/31/14	Sched Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021
	MARINA REVENUES									
51	Financial System Replacement	30	-	-	15	15	-	-	-	-
117	Dock Electrical Replacements	300	-	-	60	60	-	60	60	60
119	Fuel Dispenser	60	-	-	-	-	60	-	-	-
	Total Marina Revenues	390	-	-	75	75	60	60	60	60
	SURFACE WATER UTILITY									
123	Lower Massey Creek Channel Modification	1,513	260	163	1,090	-	-	-	-	-
121	Barnes Crk/Kent-Des Moines Rd Culvert	1,594	17	94	323	1,160	-	-	-	-
125	24th Ave Pipeline Replacement/Upgrade	260	-	8	252	-	-	-	-	-
53	BP Picnic Shelter/Restrooms	-	-	147	(49)	(49)	(49)	-	-	-
51	Financial System Replacement	30	-	-	15	15	-	-	-	-
127	Pipe Replacement Program	1,361	-	-	-	49	328	328	328	328
129	1st Ave Pond Expansion	150	-	-	-	-	30	120	-	-
131	5th Ave/212th Street Pipe Upgrade	815	-	-	-	-	-	815	-	-
133	N. Fork McSorley Ck Diversion	432	-	-	-	-	-	-	432	-
135	6th Ave/239th Pipe Replacement	191	-	-	-	-	-	-	191	-
137	14th Ave (268th to 272nd) Pipe Upgrade	478	-	-	-	-	-	-	478	-
139	216th Pl./ Marine View Dr. Pipe Upgrade	309	-	-	-	-	-	-	-	309
141	KDM /16th Avenue Pipe Replacement	272	-	-	-	-	-	-	-	272
143	DMMD 208th to 212th Pipe Project	603	-	-	-	-	-	-	-	603
	Total Surface Water Utility	8,008	277	412	1,631	1,175	309	1,263	1,429	1,512

CITY OF DES MOINES
CIP REVENUE SOURCE SUMMARY: 2016-2021

(Amounts in Thousands)

Page #	Project Name	Total Budget	Project to Date 12/31/14	Sched Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021
LOCAL GRANTS										
95	Barnes Creek Trail	44	44	-	-	-	-	-	-	-
91	Gateway - S 216th Segment 1A	31	-	7	24	-	-	-	-	-
123	Lower Massey Creek Channel Modification	396	-	-	396	-	-	-	-	-
129	1st Ave Pond Expansion	235	-	-	-	-	30	205	-	-
111	South 240th Street Improve - Seg 1	3,380	-	-	-	-	-	-	365	3,015
115	Kent-Des Moines Rd - Seg 2	3,600	-	-	-	-	-	-	-	3,600
	Total Local Grants	7,686	44	7	420	-	30	205	365	6,615
STATE GRANTS (Includes: TIB, RCO, CTED, etc.)										
101	South 268th Street Sidewalk	431	-	60	371	-	-	-	-	-
91	Gateway - S 216th Segment 1A	3,692	-	-	3,692	-	-	-	-	-
97	Redondo Board Walk Replacement	1,860	-	-	1,860	-	-	-	-	-
53	BP Picnic Shelter/Restrooms	293	-	-	293	-	-	-	-	-
93	Marine View Dr Roundabout	1,180	-	-	-	575	605	-	-	-
107	South 216th - Segment 3	3,700	-	-	-	190	725	2,785	-	-
113	South 240th Street Improve - Seg 2	1,750	-	-	-	-	-	-	200	1,550
111	South 240th Street Improve - Seg 1	2,670	-	-	-	-	-	-	370	2,300
67	SJU Irrig and Landscape	60	-	-	-	-	-	-	-	60
71	Redondo Floats	70	-	-	-	-	-	-	-	70
77	Redondo Fishing Pier Replace Decking	158	-	-	-	-	-	-	-	158
73	Redondo Restroom & Plaza	200	-	-	-	-	-	-	-	200
115	Kent-Des Moines Rd - Seg 2	3,000	-	-	-	-	-	-	-	3,000
	Total State Grants	19,064	-	60	6,216	765	1,330	2,785	570	7,338
FEDERAL GRANTS (Includes: STP, FMSIB, etc.)										
89	24th Ave South Improvement	7,264	7,264	-	-	-	-	-	-	-
91	Gateway - S 216th Segment 1A	613	-	613	-	-	-	-	-	-
95	Barnes Creek Trail	4,359	42	318	20	-	1,557	1,038	865	519
97	Redondo Board Walk Replacement	1,747	-	337	1,410	-	-	-	-	-
	Total Federal Grants	13,983	7,306	1,268	1,430	-	1,557	1,038	865	519
PRIVATE CONTRIBUTIONS										
21	Electronic Readerboards	100	-	-	-	50	-	50	-	-
89	24th Ave South Improvement	823	590	233	-	-	-	-	-	-
91	Gateway - S 216th Segment 1A	115	-	-	115	-	-	-	-	-
113	South 240th Street Improve - Seg 2	200	-	-	-	-	-	-	200	-
111	South 240th Street Improve - Seg 1	250	-	-	-	-	-	-	-	250
115	Kent-Des Moines Rd - Seg 2	250	-	-	-	-	-	-	-	250
	Total Private Contributions	1,738	590	233	115	50	-	50	200	500
DEBT PROCEEDS										
91	Gateway - S 216th Segment 1A	325	325	-	-	-	-	-	-	-
17	N. Lot Fishing Pier Paid Parking	400	-	-	-	-	400	-	-	-
19	Redondo Paid Parking	150	-	-	150	-	-	-	-	-
69	North Lot & Beach Park Bulkheads	2,200	-	-	-	2,200	-	-	-	-
	Total Debt Proceeds	3,075	325	-	150	2,200	400	-	-	-
	TOTAL REVENUE SOURCES	73,266	11,351	2,420	12,622	5,282	6,559	7,685	4,789	22,558

INDIVIDUAL PROJECT DETAIL

N. Lot Fishing Pier Paid Parking



CITY OF DES MOINES
2016 -2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

N. Lot Fishing Pier Paid Parking	310	Summary Project Description:
CIP Category: Waterfront Facility Project		Install a "Pay on Leaving" parking system in the north and south parking lots on the Marina floor.
Managing Department: Marina		

Justification/Benefits: The parking lots on the Marina floor are used by thousands of people each year. They come from all over King County to enjoy the scenery, the beach, the park and the Des Moines Creek Trail. The parking lot is also used for parking, location of community events as well as overflow parking for the events held at the Beach Park facilities. Paid parking is an option to pay for the capital and maintenance requirements.

PROJECT SCOPE		ANNUAL ALLOCATION									
Expenditures	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Design	-					-					
Land & Right of Way	-					-					
Construction	400					400					
Contingency	-					-					
Total Expenditures	400					400					

Funding Sources	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Debt Proceeds	400						400				
Total Funding	400						400				

Redondo Paid Parking



CITY OF DES MOINES
2016 -2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

Redondo Paid Parking	310	Summary Project Description:
CIP Category: Waterfront Facility Project		Equip the Redondo parking lot with an automated pay parking system including gates, ticket dispensers and a pay station.
Managing Department: Marina		

Justification/Benefits: Currently this lot operates a seasonal (June - September) "Pay & Display parking system. This type of parking depends on regular enforcement to make it effective and fair to all who use the lot. Upgrading the lot to a "Pay on Leaving" system where a paid ticket is needed to exit the lot will cut enforcement costs and effectively make the lot a year round operation. Collecting fees all year would increase revenues to help pay for the year round costs of maintaining the facility.

PROJECT SCOPE		ANNUAL ALLOCATION									
		Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021	Plan Year 2021	Plan Year 2021
Design	Total Budget	-									
Land & Right of Way		-									
Construction		150		150							
Contingency		-									
Total Expenditures	Total Budget	150	-	150	-	-	-	-	-	-	-

Funding Sources		Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021	Plan Year 2021	Plan Year 2021
Redondo Zone Parking Transfer	Total Budget	-									
REET		-									
Debt Proceeds		150		150							
Total Funding	Total Budget	150	-	150	-	-	-	-	-	-	-

Electronic Readerboards



CITY OF DES MOINES
2016 -2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

Electronic Readerboards	310	<i>Summary Project Description:</i>
CIP Category: Economic Development & Tourism		Install two electronic reader boards: one at Massey Creek Plaza and another on Pacific Highway.
Managing Department: Plan, Build & PW Admin		

Justification/Benefits: Civic Readerboards improve citizen communications, create a sense of place and promote Des Moines as a destination.

PROJECT SCOPE		ANNUAL ALLOCATION									
		Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Expenditures	Total Budget										
Design	-										
Land & Right of Way	-										
Construction	100				50			50			
Contingency	-										
Total Expenditures	100		-	-	50	-	-	50	-	-	-
Funding Sources	Total Budget										
Private Contributions	100				50			50			
Total Funding	100		-	-	50	-	-	50	-	-	-

City Hall Generator



**CITY OF DES MOINES
2016 -2021 CAPITAL IMPROVEMENT PLAN
(Amount in Thousands)**

City Hall Generator	310	Summary Project Description:
CIP Category: Building Facility Project		Install a new permanent 350 Kw optional standby generator behind Public Works Engineering to fully operate City Hall and Engineering (this includes the Mechanic Shop).
Managing Department: Plan, Build & PW Admin		

Justification/Benefits: The 2006 winter storm season was rather severe. City Hall and Engineering were not operational at times. This optional standby generator will help city staff perform their vital functions during emergency conditions and keep City Hall open to the public.

PROJECT SCOPE		ANNUAL ALLOCATION									
Expenditures	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Design	24					24					
Land & Right of Way	-										
Construction	300						300				
Contingency	41						41				
Total Expenditures	365	-	-	-	-	24	341	-	-	-	-

Funding Sources	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
REET	365					24	341				
Facility Repair & Replace Fund	-										
Total Funding	365	-	-	-	-	24	341	-	-	-	-

City Hall Parking Lot



CITY OF DES MOINES
2016-2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

City Hall Parking Lot	310	Summary Project Description:
CIP Category: Building Facility Project		Rebuild Northwest, Southwest, Southern and Eastern City Hall parking lots. Provide ADA access to the lot. The existing Southern ecology block wall will be rebuilt prior to parking lot construction work.
Managing Department: Plan, Build & PW Admin		

Justification/Benefits: A design for these parking lots was completed in 2007. The results of the design were that an overlay that would be insufficient to solve the existing degradation. As a result, a total rebuild of these parking lots needs to take place. The Western parking lots, as well as ADA ramp retrofits, will be included.

PROJECT SCOPE		ANNUAL ALLOCATION									
Expenditures	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Design	30									30	
Land & Right of Way	-										
Construction	206									206	
Contingency	24									24	
Total Expenditures	260									260	

Funding Sources	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
REET	260									260	
Facility Repair & Replace Fund	-										
Total Funding	260									260	

Council Chambers Lighting



CITY OF DES MOINES
2016 -2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

Council Chambers Lighting	506	Summary Project Description:
CIP Category: Building Facility Project		Improve lighting in Council Chambers.
Managing Department: Plan, Build & PW Admin		

Justification/Benefits: The new lighting is necessary now that the new video recording system has been installed. The new lighting will remove the shadowing on the speakers and Council members and will provide a better quality recording for viewers.

PROJECT SCOPE		ANNUAL ALLOCATION									
Expenditures	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Design	-										
Land & Right of Way	-										
Construction	25			25							
Contingency	-										
Total Expenditures	25	-	-	25	-	-	-	-	-	-	-

Funding Sources	Total	Project to Date	Scheduled Year	Plan Year	Plan Year	Plan Year	Plan Year	Plan Year	Plan Year		
Facility Repair & Replace Fund	25			25							
Total Funding	25	-	-	25	-	-	-	-	-	-	-

LED Exterior Lighting



CITY OF DES MOINES
2016-2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

LED Exterior Lighting		506
CIP Category: Building Facility Project		
Managing Department: Plan, Build & PW Admin		
Summary Project Description:		
Activity Center	\$4,000	SJU Park \$2,100
PW Service Ctr	\$7,200	
City Hall	\$9,100	
PW Engineering	\$2,750	
Police	\$5,200	
Field House	\$3,500	

Justification/Benefits: This is both a maintenance and energy savings measure as well as a vandalism deterrent.

PROJECT SCOPE		ANNUAL ALLOCATION									
Expenditures	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Design	-										
Land & Right of Way	-										
Construction	34			34							
Contingency	-										
Total Expenditures	34	-	-	34	-	-	-	-	-	-	-

Funding Sources	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Facility Repair & Replace Fund	34			34							
Total Funding	34	-	-	34	-	-	-	-	-	-	-

Activity Center Floor



CITY OF DES MOINES
2016-2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

Activity Center Floor	506	Summary Project Description:
CIP Category: Building Facility Project		Repair Activity Center
Managing Department: Plan, Build & PW Admin		

Justification/Benefits: A few years ago the floor planking started to heave-up creating tripping hazards. Temporary repairs seem to alleviate the problem but continuing monitoring is warranted. This project is in case the temporary repairs are insufficient to permanently solve the problem.

PROJECT SCOPE		ANNUAL ALLOCATION									
Expenditures	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Design	-										
Land & Right of Way	-										
Construction	20			20							
Contingency	-										
Total Expenditures	20			20							

Funding Sources	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Facility Repair & Replace Fund	20			20							
Total Funding	20			20							

Field House Roof



Founders' Lodge Exterior Paint



CITY OF DES MOINES
2016 -2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

Founders' Lodge Exterior Paint 506

CIP Category: Building Facility Project

Managing Department: Plan, Build & PW Admin

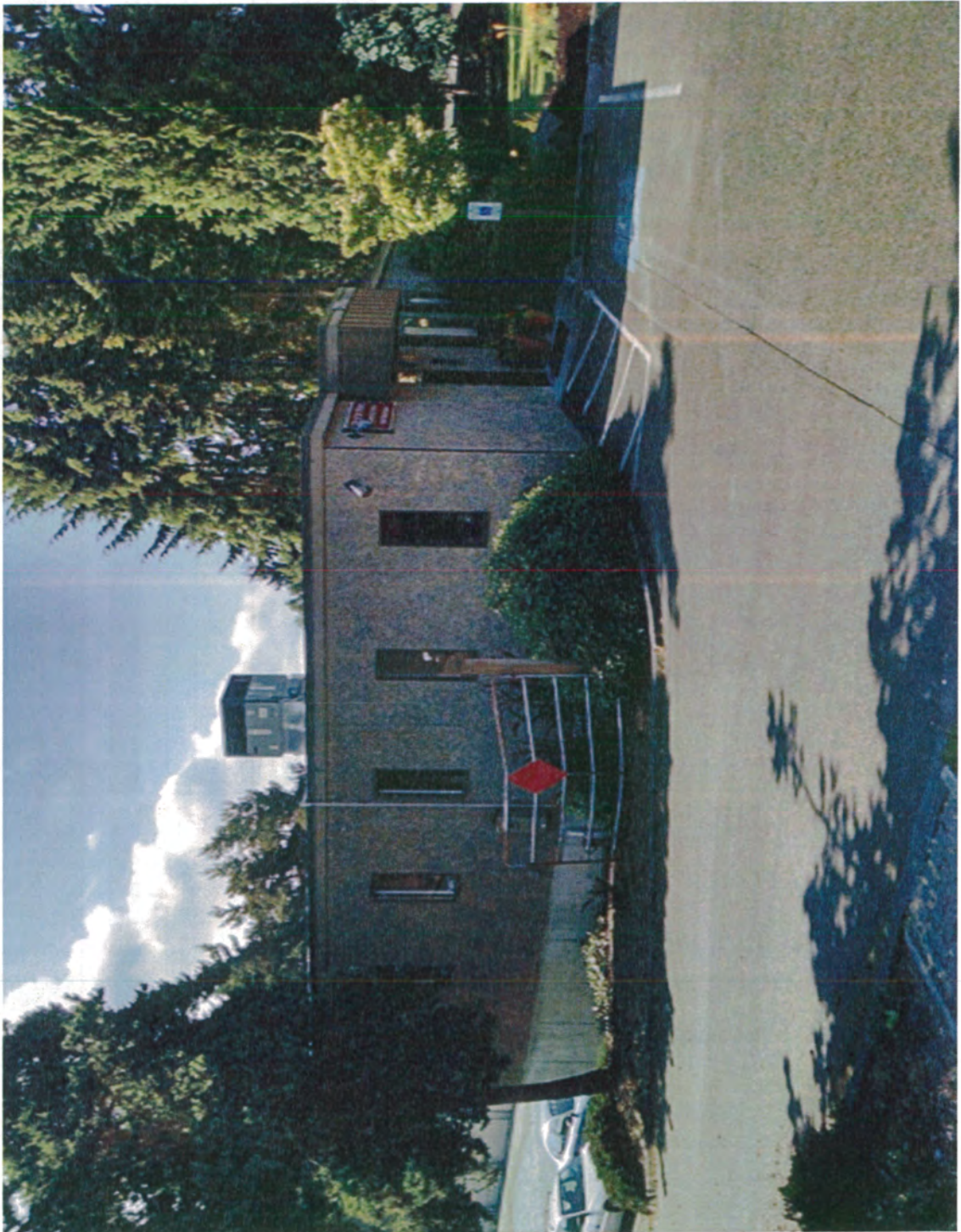
Summary Project Description:

Paint the outside of the Founders' Lodge.

Justification/Benefits: The moist environment causes quite a bit of moss and algae to grow on the siding. This growth further deteriorates the paint.

PROJECT SCOPE		ANNUAL ALLOCATION									
Expenditures	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Design	-										
Land & Right of Way	-										
Construction	90						90				
Contingency	-										
Total Expenditures	90							90			
Funding Sources											
Facility Repair & Replace Fund	90										
Total Funding	90										

Engineer Bldg Windows



CITY OF DES MOINES
2016 -2021 CAPITAL IMPROVEMENT PLAN
(Amount in Thousands)

Engineer Bldg Windows	506	Summary Project Description:
CIP Category: Building Facility Project		Replace upstairs windows and Information Systems' windows.
Managing Department: Plan, Build & PW Admin		

Justification/Benefits: The existing single pane windows are not energy efficient, most do not have screens to keep the bugs out and some are extremely hard to open and close. New energy efficient windows would save on energy costs and prevent bugs from entering the building when opened.

PROJECT SCOPE		ANNUAL ALLOCATION									
Expenditures	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Design	-										
Land & Right of Way	-										
Construction	25								25		
Contingency	-										
Total Expenditures	25								25		
Funding Sources	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Facility Repair & Replace Fund	25								25		
Total Funding	25								25		

City Hall Canopy Repairs



CITY OF DES MOINES
2016-2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

City Hall Canopy Repairs	506	Summary Project Description:
CIP Category: Building Facility Project		Repair the structural timbers and steel beams to prevent further deterioration while maintaining the same aesthetic look of the walkway.
Managing Department: Plan, Build & PW Admin		

Justification/Benefits: The existing walkway canopy has structural defects in the wooden timbers.

PROJECT SCOPE		ANNUAL ALLOCATION									
Expenditures	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Design	16								16		
Land & Right of Way	-										
Construction	34								34		
Contingency	5								5		
Total Expenditures	55								55		

Funding Sources	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Facility Repair & Replace Fund	55								55		
Total Funding	55								55		

Activity Center Exterior Paint



CITY OF DES MOINES
2016-2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

Activity Center Exterior Paint	506	Summary Project Description:
Paint the exterior of the Activity Center.		

CIP Category: Building Facility Project
 Managing Department: Plan, Build & PW Admin

Justification/Benefits: The exterior paint is faded and flaking off in various places. New paint would enhance the look and prevent weather intrusion and further building element deterioration.

PROJECT SCOPE			ANNUAL ALLOCATION									
Expenditures	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021			
Design	-											
Land & Right of Way	-											
Construction	30											30
Contingency	-											
Total Expenditures	30											30

Funding Sources	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021			
Facility Repair & Replace Fund	30											30
Total Funding	30											30

PW Service Center Interior Painting



**CITY OF DES MOINES
2016 -2021 CAPITAL IMPROVEMENT PLAN
(Amount in Thousands)**

PW Service Center Interior Painting	506	Summary Project Description:
		Paint the interior of the PW Service Center.

CIP Category: Building Facility Project

Managing Department: Plan, Build & PW Admin

Justification/Benefits: It has been many years since the inside has been painted. New paint would improve the interior looks and make the building more presentable for the meetings and classes held there.

PROJECT SCOPE		ANNUAL ALLOCATION									
Expenditures	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Design	-										
Land & Right of Way	-										
Construction	60										60
Contingency	-										
Total Expenditures	60										60

Funding Sources	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Facility Repair & Replace Fund	60										60
Total Funding	60										60

Field House Interior Paint



CITY OF DES MOINES
2016 -2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

Field House Interior Paint	506	<i>Summary Project Description:</i>
CIP Category: Building Facility Project		Paint the inside of the Field House.
Managing Department: Plan, Build & PW Admin		

Justification/Benefits: It has been some time since the last painting. This building is used quite heavily by the public. New paint would enhance the interior looks for renters and daily users.

PROJECT SCOPE			ANNUAL ALLOCATION									
Expenditures	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021			
Design	-											
Land & Right of Way	-											
Construction	35											35
Contingency	-											
Total Expenditures	35											35

Funding Sources	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021			
Facility Repair & Replace Fund	35											35
Total Funding	35											35

Activity Center Irrigation/Landscape



Activity Center Irrigation/Landscape		Summary Project Description:
CIP Category: Building Facility Project		Irrigate and landscape the front lawn area between the building and South 216th Street.
Managing Department: Plan, Build & PW Admin		

Justification/Benefits: Now that South 216th has been improved and the Civic Readerboard is functional, irrigation and landscaping the front lawn area will make the facility more appealing to the public and potential renter groups.

PROJECT SCOPE		ANNUAL ALLOCATION									
Expenditures	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Design	9								9		
Land & Right of Way	-										
Construction	53								53		
Contingency	3								3		
Total Expenditures	65										65

Funding Sources	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Facility Repair & Replace Fund	65								65		
Total Funding	65										65

Police Dept Storage Building



CITY OF DES MOINES
2016 -2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

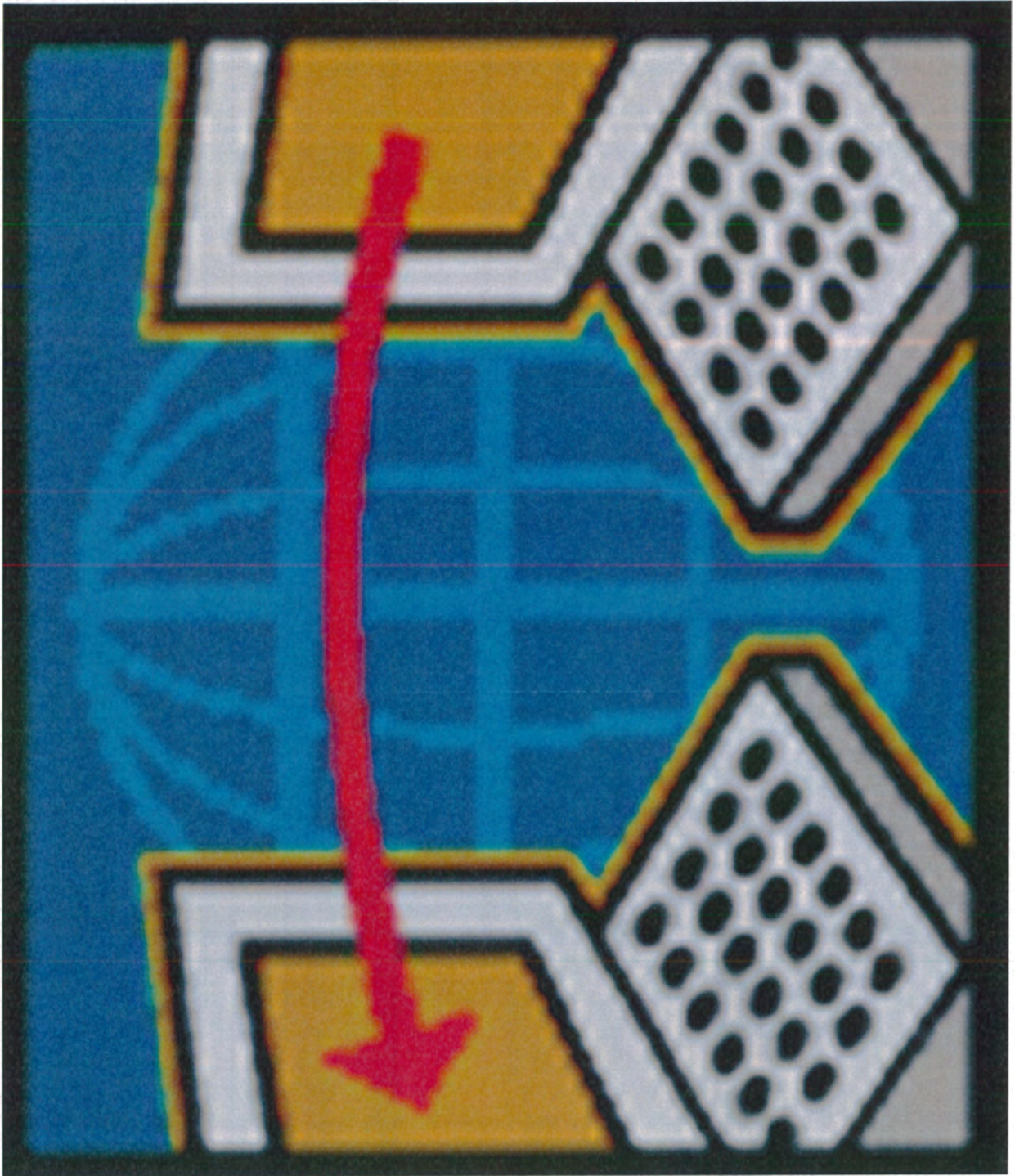
Police Dept Storage Building	310	Summary Project Description:
CIP Category: Building Facility Project		Construction of a new building behind the existing City Shop and Engineering offices to store property seized by police actions.
Managing Department: Plan, Build & PW Admin		

Justification/Benefits: Police currently store their seized property in the warehouse behind the City Shop and Engineering offices. This causes other City equipment to be stored elsewhere. This new building will accommodate the PD needs and will allow for better usage of the existing storage building.

PROJECT SCOPE		ANNUAL ALLOCATION									
Expenditures	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021	Plan Year 2021	Plan Year 2021
Design	60									60	
Land & Right of Way	-										
Construction	340									340	
Contingency	45									45	
Total Expenditures	445									445	

Funding Sources	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021	Plan Year 2021	Plan Year 2021
REET	445									445	
Total Funding	445									445	

Financial System Replacement



CITY OF DES MOINES
2016 -2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

Financial System Replacement	511,XXX	Summary Project Description:
CIP Category: Technology Project		Replace the financial software and upgrade related server. Replacement system will be a fully integrated system containing general ledger, budgeting, payroll, accounts payable, accounts receivable, centralized cashing and project accounting modules.
Managing Department: Finance		

Justification/Benefits: The current financial system was purchased in 2002 and is reaching its technological end of life. The software provider has indicated it will not update the financial system to accommodate future operating system upgrades.

PROJECT SCOPE		ANNUAL ALLOCATION									
Expenditures	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Design	-										
Land & Right of Way	-										
Construction	250			100	150						
Contingency	-										
Total Expenditures	250			100	150						
Funding Sources	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
General Fund	190	75	85	30							
Maria Rates	30			15	15						
Surface Water Utility	30			15	15						
Total Funding	250	75	85	60	30						

BP Picnic Shelter/Restrooms



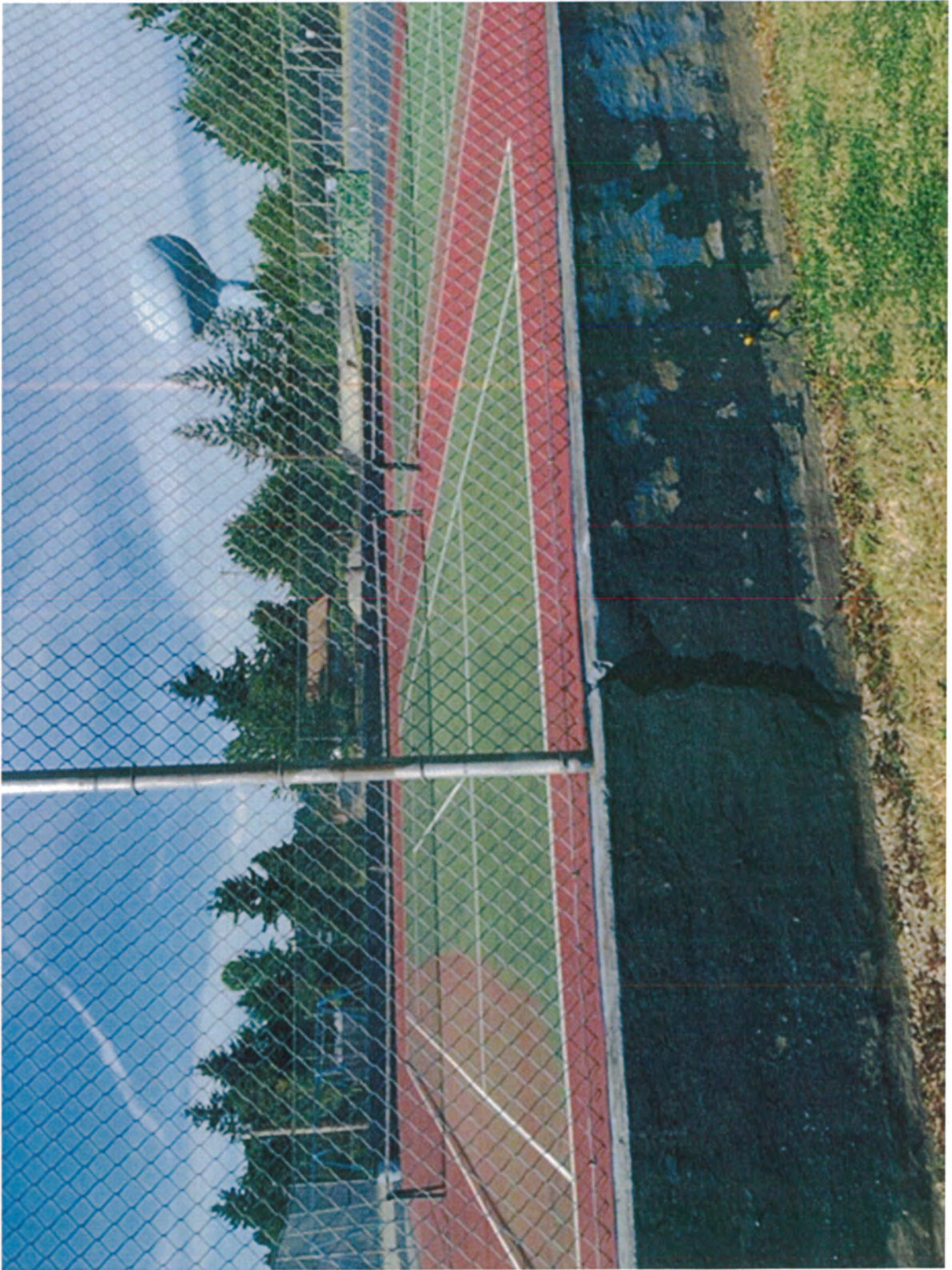
CITY OF DES MOINES
2016 -2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

BP Picnic Shelter/Restrooms	310	Summary Project Description:
CIP Category: Park Facility Projects		Rehabilitate the Picnic Shelter and Restroom including building a new stem wall, update mechanical, electrical and plumbing systems, fixtures, interior, exterior finishes and drainage to serve the high volume Beach Park and Des Moines Creek Trail Park users. The project is part of a multi-phased plan to rehabilitate the historic buildings. It is a high priority for the general public and for the full utilization of the Event Center to maximize rental revenues that are needed to sustain the park and it's buildings.
Managing Department: Parks, Recr & Sr Services		

Justification/Benefits: Des Moines Beach Park is listed on the State and National Historic Register. Expert analysis was completed in 2004 regarding the prioritized and phased rehabilitation of the park's assets. This project was rated as a priority one project in the 2010 - 2015 Parks, Recreation and Senior Services Master Plan.

PROJECT SCOPE		ANNUAL ALLOCATION									
Expenditures	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Design	56		36	20							
Land & Right of Way	-										
Construction	500			500							
Contingency	67			67							
Total Expenditures	623	-	36	587	-	-	-	-	-	-	-
Funding Sources	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
REET	37			37							
King County Park Levy	293	41	55	50	49	49	49				
Surface Water Utility	-		147	(49)	(49)	(49)					
State of Washington Grants	293			293							
Total Funding	623	41	202	331	-	-	49	-	-	-	-

Field House Tennis Court



**CITY OF DES MOINES
2016 -2021 CAPITAL IMPROVEMENT PLAN
(Amount in Thousands)**

Field House Tennis Court	310	Summary Project Description:
		Repaint the tennis court at the Field House.

CIP Category: Park Facility Projects

Managing Department: Parks, Recr & Sr Services

Justification/Benefits: The court was last painted approximately 15 years ago.

PROJECT SCOPE		ANNUAL ALLOCATION									
Expenditures	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Design	-										
Land & Right of Way	-										
Construction	25			25							
Permits	-										
Sales Tax	-										
Contingency	-										
Total Expenditures	25			25							

Funding Sources	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
REET	25			25							
Local Grants (County, etc.)	-										
State of Washington Grants (Unconfirmed)	-										
Total Funding	25			25							

Cecil Powell Play Equipment



CITY OF DES MOINES
2016 -2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

Cecil Powell Play Equipment	310	Summary Project Description:
CIP Category: Park Facility Projects		Replace the play structure that was removed for safety reasons due to age and deterioration. Park renovation will include ADA compliance, picnic table and bench replacement.
Managing Department: Parks, Recr & Sr Services		

Justification/Benefits: Cecil Powell Park was transferred to the city by the Powell family in 1991. The play equipment is over 25 years old, in poor condition and doesn't meet current Play Equipment ASTM and ADA standards. The installation of new equipment will require meeting current ADA access standards.

PROJECT SCOPE				ANNUAL ALLOCATION									
Expenditures		Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021			
Design		24								24			
Land & Right of Way		-											
Construction		160								160			
Contingency		14								14			
Total Expenditures		198								198			
Funding Sources		Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021			
REET		198								198			
Total Funding		198								198			

Westwood Play Equipment



CITY OF DES MOINES
2016 -2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

Westwood Play Equipment	310	Summary Project Description:
CIP Category: Park Facility Projects		Replace the wooden play structure for safety reasons due to age and wood structure deterioration. Park renovation will include ADA compliance, picnic table and bench replacement.
Managing Department: Parks, Recr & Sr Services		

Justification/Benefits: The wooden play structure needs to be replaced due to age and deterioration. Westwood Park was constructed by a developer in the early 2000's. The wooden play equipment is over 15 years old and becoming a safety hazard. The installation of new equipment will require meeting new ADA access requirements. Westwood Park is one of two small parks that serve the North Hill population of 5,100 residents.

PROJECT SCOPE			ANNUAL ALLOCATION									
Expenditures	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021			
Design	-											
Land & Right of Way	-											
Construction	65											65
Contingency	3											3
Total Expenditures	68											68

Funding Sources	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021			
REET	68											68
Total Funding	68											68

Field House Skate Park



CITY OF DES MOINES
2016 -2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

Field House Skate Park	310	Summary Project Description:
CIP Category: Park Facility Projects Managing Department: Parks, Recr & Sr Services		The 20 year old skate park is used by hundreds of youth weekly, riding skate boards, scooters and repairs bicycles. Many of the concrete and marble edges are showing wear or are broken. A thorough assessment of the park is needed to determine the extent of the repairs and updates needed.

Justification/Benefits: The concrete skate park was built in 1996 with volunteer and parks crew labor and is now 20 years old. The skate park is outdated and there are missing edges that must be repaired and/or replaced. This is a number one priority of the 2010 - 2016 Parks, Recreation and Senior Services Master Plan. It is the only skate park in Des Moines serving it's 30,000 population.

PROJECT SCOPE		ANNUAL ALLOCATION									
Expenditures	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Design	-										
Land & Right of Way	-										
Construction	155								155		
Contingency	-										
Total Expenditures		-	-	-	-	-	-	-	155		

Funding Sources	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021
REET	155								155
Total Funding		-	-	-	-	-	-	-	155

Wootton Park



CITY OF DES MOINES
2016 -2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thous ands)

Wooton Park	310	Summary Project Description:
CIP Category: Park Facility Projects		Replace play equipment and picnic shelter. The park's play equipment is over 25 years old, outdated and replacement parts are not available. The park was assessed in 2008 as part of the 2010 Master Plan update. Findings identified that the play equipment needed replacement, the wooden gazebo was not sturdy and needs to be removed or replaced, the site furnishings need to be upgraded and the pathways need refurbishing.
Managing Department: Parks, Recr & Sr Services		

Justification/Benefits: Wooton Park was transferred to the City from King County due to annexation in 1997. Wooton Park is the park facility serving the Redondo neighborhood of 1,600 and thousands of visitors annually. This project was a number one project in the 2010 - 2015 Parks, Recreation and Senior Services Master Plan.

PROJECT SCOPE		ANNUAL ALLOCATION									
		Project to Date 12/31/14	Scheduled Year	2015	Plan Year	2016	2017	2018	2019	2020	2021
Expenditures	Total Budget										
Design											
Land & Right of Way											
Construction	240										240
Contingency											
Total Expenditures	240										240

Funding Sources	Total Budget										
REET	240										240
Total Funding	240										240

Kiddy Park Play Equipment



CITY OF DES MOINES
2016 -2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

Kiddy Park Play Equipment	310	Summary Project Description:
CIP Category: Park Facility Projects		Relocate out of the gully and replace play equipment including ADA access to meet safety and ADA standards.
Managing Department: Parks, Recr & Sr Services		

Justification/Benefits: Kiddy Park was built in 1987. The play equipment is 28 years old and the location is not ADA accessible. It does not meet current ASTM and ADA requirements. This is a number two priority in the 2010 - 2016 Parks, Recreation and Senior Services Master Plan.

PROJECT SCOPE		ANNUAL ALLOCATION									
Expenditures	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Design	-										
Land & Right of Way	-										
Construction	210										210
Contingency	-										
Total Expenditures	210										210

Funding Sources	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
REET	210										210
Total Funding	210										210

SJU Irrig and Landscape



**CITY OF DES MOINES
2016 -2021 CAPITAL IMPROVEMENT PLAN
(Amount in Thousands)**

SJU Irrig and Landscape	310	<i>Summary Project Description:</i>
CIP Category: Park Facility Projects		New irrigation. Add topsoil to level the grass area and then hydroseed.
Managing Department: Parks, Recr & Sr Services		

Justification/Benefits: The existing irrigation system is old and has been repaired many times. The grass area has quite a bit of moss from prior leaks.

PROJECT SCOPE		ANNUAL ALLOCATION									
Expenditures	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Design	40										40
Land & Right of Way	-										
Construction	145										145
Contingency	20										20
Total Expenditures	205										205

Funding Sources	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
REET	145										145
State of Washington Grants (Unconfirmed)	60										60
Total Funding	205										205

North Lot & Beach Park Bulkheads



CITY OF DES MOINES
2016 -2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

North Lot & Beach Park Bulkheads	310	Summary Project Description:
CIP Category: Waterfront Facility Project		Replace the north bulkhead in the north parking lot and replace or repair sections of the bulkhead and revetment in front of the Beach Park. Remove unsuitable revetment material from the beach and include wider sidewalks and pedestrian amenities.
Managing Department: Marina		

Justification/Benefits: Bulk heads are aged and damaged by storm activities which require periodic spot rebuilding. Replacing the bulkheads will provide long-term protection with lower maintenance costs. It would also improve public access to the beach from both the north parking lot and the Beach Park.

PROJECT SCOPE		ANNUAL ALLOCATION									
Expenditures	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Design	-										
Land & Right of Way	-										
Construction	2,200				2,200						
Contingency	-										
Total Expenditures	2,200				2,200						

Funding Sources	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Debt Proceeds	2,200				2,200						
Total Funding	2,200				2,200						

Redondo Floats



CITY OF DES MOINES
2016 -2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

Redondo Floats	310	Summary Project Description:
CIP Category: Waterfront Facility Project Managing Department: Marina		Replace the last of the old floats. Demolish the old concrete brow and replace with a new one that would accommodate the new floats and increase the width of the ramp by 3 feet. Replace all the pile hoops with a better design and clean up rock revetment on both sides of the ramp.

Justification/Benefits: The Marina staff has been building new boarding floats for the Redondo Boat Launching Ramp for several years, replacing one or two a year. The new floats replace the original floats that were built in 1980. There is one more old float to replace, but it will also be necessary to remove and replace the concrete brow that anchors the floats to the shore because the new floats are narrower than the original floats. The new floats were designed to be narrower than the original floats in order to increase the width of the ramp to a true two lane launching ramp.

PROJECT SCOPE		ANNUAL ALLOCATION									
		<i>Project to Date</i> 12/31/14	<i>Scheduled Year</i> 2015	<i>Plan Year</i> 2016	<i>Plan Year</i> 2017	<i>Plan Year</i> 2018	<i>Plan Year</i> 2019	<i>Plan Year</i> 2020	<i>Plan Year</i> 2021		
<i>Expenditures</i>	<i>Total Budget</i>										
Design	-										
Land & Right of Way	-										
Construction	100										100
Contingency	10										10
Total Expenditures	110										110

Funding Sources		Total Budget
REET		40
State of Washington Grants (Unconfirmed)		70
Total Funding		110

Project to Date	Scheduled Year	Plan Year	Plan Year	Plan Year	Plan Year	Plan Year	Plan Year
12/31/14	2015	2016	2017	2018	2019	2020	2021
							40
							70
		110					

Redondo Restroom & Plaza



CITY OF DES MOINES
2016 -2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

Redondo Restroom & Plaza		310	Summary Project Description:
CIP Category: Waterfont Facility Project			
Managing Department: Marina			
			Demolish existing restroom and replace with smaller pre-fab structure across the street. Replace restroom foundation with surface similar to rest of plaza and add railings. \$250,000 for pre-fab restroom and \$150,000 for ground restoration.

Justification/Benefits: The existing restrooms are 35 years old and are functionally obsolete. The restrooms are built on a pier with all of the plumbing hanging below the structure where it can and has been destroyed by storms.

PROJECT SCOPE		ANNUAL ALLOCATION									
Expenditures	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Design	-										
Land & Right of Way	-										
Construction	400										400
Contingency	-										
Total Expenditures	400										400

Funding Sources	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
REET	200										200
State of Washington Grants (Unconfirmed)	200										200
Total Funding	400										400

Marina Fishing Pier Restrooms



06/19/2015 12:08

CITY OF DES MOINES
2016 -2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

Marina Fishing Pier Restrooms		310	Summary Project Description:
CIP Category: Waterfront Facility Project			
Managing Department: Marina			
			Demolish existing restroom and shower building located next to Marina office and the existing restrooms located near the fishing pier and replace them with 6 module unisex toilet, sink, shower units at a location centrally located to both areas but which will be outside (and therefore not conflict with) the Marina Zone 2 (Economic Development Zone). The unisex style units would include a toilet and sink and at least two units would also include a shower that would be operated with tokens issued by the Marina office.

Justification/Benefits: Existing restrooms are significantly deteriorated and need to be replaced. These restrooms are for public access (including patrons of the marina guest moorage).

PROJECT SCOPE		ANNUAL ALLOCATION									
Expenditures	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Design	-										
Land & Right of Way	-										
Construction	247									247	
Contingency	3									3	
Total Expenditures	250									250	

Funding Sources	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
REET	250									250	
Total Funding	250									250	

Redondo Fishing Pier Replace Decking



CITY OF DES MOINES
2016 -2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

Redondo Fishing Pier Replace Decking	310	Summary Project Description:
CIP Category: Waterfont Facility Project		Replace the wood decking with a concrete deck. Repair pile caps and additional piling where needed in conjunction with installation of the concrete deck. 12 New piles \$100,000; Demo and replace deck \$100,000 plus contingency.
Managing Department: Marina		

Justification/Benefits: The Pier is now 35 years old and the wood decking has reached the end of it's useful life. Concrete decking is easier and cheaper to maintain as well as providing a much safer walking surface.

PROJECT SCOPE		ANNUAL ALLOCATION									
Expenditures	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Design	-										
Land & Right of Way	-										
Construction	200										200
Contingency	25										25
Total Expenditures	225										225

Funding Sources	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
REET	67										67
State of Washington Grants (Unconfirmed)	158										158
Total Funding	225										225

Driver Speed Feedback Signs



CITY OF DES MOINES
2016 -2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

Driver Speed Feedback Signs	319,609	Summary Project Description:
CIP Category: Transportation - Operating Project		Install permanent radar speed signs which show vehicle speed along with the posted speed limit at arterial locations to be determined. One installed at 20th Ave S. in 2014.
Managing Department: Plan, Build & PW Admin		

Justification/Benefits: Driver Speed Feedback signs have been shown to potentially reduce speeds by a small amount and bring awareness to the motoring public. This type of traffic control is better suited for arterials instead of local roads since it does not introduce a vertical or horizontal change in the roadway geometry associated with neighborhood traffic calming techniques such as speed bumps or traffic circles.

PROJECT SCOPE		ANNUAL ALLOCATION									
Expenditures	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Design	-										
Land & Right of Way	-										
Construction	30			15		15					
Contingency	-										
Total Expenditures	30	-	-	15	-	15	-	-	-	-	-

Funding Sources	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
ASE (Automatic Speed Enforcement) GF X-fer	30			15		15					
Total Funding	30	-	-	15	-	15	-	-	-	-	-

Guardrail Program



CITY OF DES MOINES
2016 -2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

Guardrail Program	319,103	Summary Project Description:
CIP Category: Transportation - Operating Project		Install new or replace outdated guardrail city wide.
Managing Department: Plan, Build & PW Admin		

Justification/Benefits: This program is specifically intended to target roadside safety on the City's street system. These locations are where guardrail is warranted (determined by the American Association of State Highway and Transportation Officials - AASHTO - Roadside Design Guide and City Policy) but where none exists, and where the existing guardrail does not meet current design standards and should be upgraded to enhance safety. Vehicle impact with substandard guardrail installations can potentially increase the severity of the collision.

PROJECT SCOPE		ANNUAL ALLOCATION									
Expenditures	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Design	-										
Land & Right of Way	-										
Construction	75			25		25			25		
Contingency	-										
Total Expenditures	75			25		25			25		

Funding Sources	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
REET	75			25		25			25		
Total Funding	75			25		25			25		

Pavement Preservation



CITY OF DES MOINES
2016 -2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

Pavement Preservation	319,100	Summary Project Description:
CIP Category: Transportation - Operating Project Managing Department: Plan, Build & PW Admin		Maintain and preserve the integrity of the City's existing roadway surfaces of approximately 5 centerline miles per year through a combination of pavement rehabilitation measures, such as chip seals, patches and overlays.

Justification/Benefits: The City's Comprehensive Transportation Plan has identified the Pavement Management Program as a high priority. A major component of this program is the yearly pavement maintenance and rehabilitation projects. These projects are intended to protect and preserve the surface condition, help maintain the structural integrity, and restore texture and skid resistance to the roadway surface. With proper maintenance, asphalt pavement has a design life of 20 to 25 years. There are approximately 100 centerline miles of roadway. Given the design life of pavement, the Pavement Management Program should strive to maintain at least 4 to 5 centerline miles of roadway each year.

PROJECT SCOPE		ANNUAL ALLOCATION									
		Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Design	-										
Land & Right of Way	-										
Construction	2,244		59	60	425	425	425	425	425		
Contingency	-										
Total Expenditures	2,244	-	59	60	425	425	425	425	425		

Funding Sources		Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
REET	2,244		59	60	425	425	425	425	425		
Total Funding	2,244	-	59	60	425	425	425	425	425		

Sidewalk Program



CITY OF DES MOINES
2016 -2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

Sidewalk Program	319,120	Summary Project Description:
CIP Category: Transportation - Operating Project Managing Department: Plan, Build & PW Admin		Replace sidewalks throughout the city. This program targets locations that are in significant need of repair or which do not meet current standards. Typical locations for repair include curb, gutter, sidewalk, asphalt paths and driveway approaches. The program prioritizes projects near schools, in commercial areas, and locations with high amounts of pedestrian traffic. Special consideration is given to locations with past pedestrian accident history and where citizen complaints are received.

Justification/Benefits: Provides safer pedestrian mobility and reduces liability to city from substandard sidewalks.

PROJECT SCOPE		ANNUAL ALLOCATION									
		Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Expenditures	Total Budget										
Design	-										
Land & Right of Way	-										
Construction	175		25	25	25	25	25	25	25	25	25
Contingency	-										
Total Expenditures	175	-	25	25	25	25	25	25	25	25	25

Funding Sources		Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
		25		25	25	25	25	25	25	25	25
ASE (Automatic Speed Enforcement) GF X-fer	175	25	-	25	25	25	25	25	25	25	25
Total Funding	175	25	-	25	25	25	25	25	25	25	25

Midway SRTS 24th Ave Sidewalk



CITY OF DES MOINES
2016 -2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

Midway SRTS 24th Ave Sidewalk	319,606	Summary Project Description:
CIP Category: Transportation - Capital Project Managing Department: Plan, Build & PW Admin		Install a sidewalk on the east side of 24th Ave S from South 224th Street to South 227th Street. This project will be done in conjunction with SWM's 24th Ave Pipeline replacement.

Justification/Benefits: Provides safer pedestrian mobility especially for school aged children. The east side of 24th Avenue South directly across from Midway Elementary and Pacific Middle School was identified as a top ranking priority project in the HEAL funded Safe Routes to School study/inventory.

PROJECT SCOPE		ANNUAL ALLOCATION									
		Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Design	66	24	27	15							
Land & Right of Way	34			34							
Construction	208			208							
Contingency	80			80							
Total Expenditures	388	24	27	337							

Funding Sources		Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021
		184	43	64					
ASE (Automatic Speed Enforcement) GF X-fer	291								
Traffic Impact Fees - City Wide	97			97					
REET	-								
Surface Water Utility	-								
Total Funding	388	184	43	161					

24th Ave South Improvement



CITY OF DES MOINES
2016 -2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

24th Ave South Improvement 319,300.040

CIP Category: Transportation - Capital Project

Managing Department: Plan, Build & PW Admin

Summary Project Description:

Project contingency held for potential coordination with the City of SeaTac's 24th/28th Roadway Connection Project.

Justification/Benefits: Project infrastructure work completed in 2015.

PROJECT SCOPE		ANNUAL ALLOCATION									
Expenditures	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Design	1,188										
Land & Right of Way	1,019										
Construction	6,000		460								
Contingency	188		31	50							
Total Expenditures	8,395	7,854	491	50	-	-	-	-	-	-	-

Funding Sources	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Traffic Impact Fees - City Wide	181										
Traffic in-Lieu	127										
Federal Grants	7,264										
Private Contributions	823		233								
Total Funding	8,395	8,162	233	-	-	-	-	-	-	-	-

Gateway - S 216th Segment 1A



CITY OF DES MOINES
2016-2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

Gateway - S 216th Segment 1A 319,332

Summary Project Description:

South 216th St from R 99 to 24th Ave South. Widen roadway to 5 lanes with two additional travel lanes in each direction, a continuous left turn lane, a U-turn pocket (EN to WB) at SR 99, bicycle lanes, planter strips and sidewalks.

CIP Category: Transportation - Capital Project

Managing Department: Plan, Build & PW Admin

Justification/Benefits: Provides adequate access to support area development especially as it relates to the Des Moines Business Park and future development along the north side of South 216th Street and east side of 24th Ave South.

PROJECT SCOPE		ANNUAL ALLOCATION									
Expenditures	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Design	758										
Land & Right of Way	1,057		752								
Construction	4,595			4,595							
Contingency	475			475							
Total Expenditures	6,885	1,063	752	5,070							

Funding Sources	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Traffic Impact Fees - City Wide	269			219							
Traffic in-Lieu	925		132	793							
Transport CIP Fund	915										
Local Grants (Metro)	31		7	24							
State of Washington Grants (Confirmed)TIB, FMSIB	3,692			3,692							
Federal Grants (STP)	613		613								
Private Contributions (Utilities)	115			115							
Debt Proceeds	325										
Total Funding	6,885	1,290	752	4,843							

Marine View Dr Roundabout



CITY OF DES MOINES
2016 -2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

Marine View Dr Roundabout

319,608

Summary Project Description:

Re-align intersection and install round-a-bout at the intersection of Marine View Drive and S 240th Street.

CIP Category: Transportation - Capital Project

Managing Department: Plan, Build & PW Admin

Justification/Benefits: The project will install a modern round-a-bout at this intersection which will reduce crash severity for all users, allowing safer mergers into circulating traffic, and provide more perception time for all users due to the lower vehicle speeds. There will be fewer overall conflict points and no left-turn conflicts. An environmental benefit minimizes delays with infrequent stops being required during off-peak periods. The improvement will provide an opportunity for pedestrian crossings of Marine View Drive under slower vehicle speed conditions. The circular island provides an opportunity for landscaping and/or gateway feature to enhance the community.

PROJECT SCOPE		ANNUAL ALLOCATION									
Expenditures	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Design	227	29	23	175							
Land & Right of Way	251				251						
Construction	1,500				500	1,000					
Contingency	212				112	100					
Total Expenditures	2,190	29	23	175	863	1,100	-	-	-	-	-

Funding Sources	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Traffic Impact Fees - City Wide	227	29	23	175							
Traffic in-Lieu	783				288	495					
State of Washington Grants (Unconfirmed)	1,180				575	605					
Total Funding	2,190	29	23	175	863	1,100	-	-	-	-	-

Barnes Creek Trail



CITY OF DES MOINES
2016-2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

Barnes Creek Trail	319,345	Summary Project Description:
CIP Category: Transportation - Capital Project Managing Department: Plan, Build & PW Admin		SR 509 right-of-way from south 216th Street to Kent-Des Moines Road. A 2 mile multi-use trail connecting to the Des Moines Creek Trail in the north and Highline College at the south end.

Justification/Benefits: The need for extension of roadways, the Barnes Creek Trail, storm water improvements and other public facilities along the Historic SR509 right of way between Kent Des Moines Road and S. 216th Street is identified in the City of Des Moines Comprehensive Transportation Plan, 2009 and the City of Des Moines Highest and Best Use Analysis of the Historic SR 509 Corridor, 2009. The analysis divided the corridor into three segments assessing the City's future needs.

PROJECT SCOPE		ANNUAL ALLOCATION									
		Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Design	Total Budget	268	473	323							
Land & Right of Way						1,800	1,200	1,000	600		
Construction											
Contingency											
Total Expenditures	5,664	268	473	323	-	1,800	1,200	1,000	600		

Funding Sources		Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
REET	Total Budget			284		243	162	135	81		
King County Park Levy		288									
Transport CIP Fund		68									
Local Grants (County, etc.)		44									
Federal Grants (2015-16 Secured)		42	318	20		1,557	1,038	865	519		
Total Funding	5,664	442	318	304	-	1,800	1,200	1,000	600		

Redondo Board Walk Replacement



CITY OF DES MOINES
2016 -2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

Redondo Board Walk Replacement	319.615	Summary Project Description:
CIP Category: Transportation - Capital Project		Replace Boardwalk with improved design. FHWA 86.5% for grant funding total of \$285K is confirmed. The rest of the grant funding is still in application status.
Managing Department: Plan, Build & PW Admin		

Justification/Benefits: In late November of 2014, the Boardwalk was severely damaged by a storm and has been closed until permanent repairs can be made. The Boardwalk is one of the highest pedestrian use locations in the City with peak hour counts as high as 600 pedestrians per hour. The Boardwalk is a regional attraction for tourists and waterfront activity.

PROJECT SCOPE		ANNUAL ALLOCATION									
Expenditures	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Design	380		380								
Land & Right of Way	-										
Construction	3,270			3,270							
Contingency	450			450							
Total Expenditures	4,100		380	3,720							
Funding Sources	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
REET	493		43	450							
State of Washington (Earmark \$1.5m/TIB \$360K)	1,860			1,860							
Federal Grants	1,747		337	1,410							
Total Funding	4,100		380	3,720							

S 224th St Improvements



CITY OF DES MOINES
2016-2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

S 224th St Improvements 319,336

CIP Category: Transportation - Capital Project
 Managing Department: Plan, Build & PW Admin

Summary Project Description:

Improvements identified for South 224th Street are for a "Type A" street including curbs, gutters, wide sidewalks, and bike lanes. This project includes design, environmental analysis, and preparation of plans, specifications, and estimates by a consultant. In-lieu fees have been obtained and will fund the design as well as the construction.

Justification/Benefits: This project has been identified as one of the Pacific Ridge Neighborhood Mitigation Project. Sidewalks are lacking completely on the north side of 224th Street and there is currently an incomplete section of sidewalk on the south side. This sidewalk will provide a safer pedestrian connection between 30th Ave South and Pacific Highway South.

PROJECT SCOPE	
Expenditures	Total Budget
Design	114
Land & Right of Way	35
Construction	390
Contingency	75
Total Expenditures	614

ANNUAL ALLOCATION										
Project to Date	Scheduled Year	Plan Year	Plan Year	Plan Year	Plan Year	Plan Year	Plan Year	Plan Year	Plan Year	Plan Year
12/31/14	2015	2016	2017	2018	2019	2020	2021			
	114									
		35								
		390								
		75								
-	114	500	-	-	-	-	-	-	-	-

Funding Sources	Total Budget
Traffic Impact Fees - Pac Ridge	614
Total Funding	614

Project to Date	Scheduled Year	Plan Year	Plan Year	Plan Year	Plan Year	Plan Year	Plan Year	Plan Year	Plan Year	Plan Year
12/31/14	2015	2016	2017	2018	2019	2020	2021			
606		8								
606	-	8	-	-	-	-	-	-	-	-

South 268th Street Sidewalk



CITY OF DES MOINES
2016 -2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

South 268th Street Sidewalk	319,614	Summary Project Description:
CIP Category: Transportation - Capital Project		Install sidewalks on the north side of South 268th Street between 16th Ave South and Pacific Highway South, with a portion of sidewalk on the south side from 18th Ave South to Pacific Highway South. This project does not underground the utilities.
Managing Department: Plan, Build & PW Admin		

Justification/Benefits: S. 268th Street is a Neighborhood Collector Arterial connecting Pacific Highway South and 16th Avenue South. Currently there are open ditch sections on the north and south sides of 268th and no existing sidewalks west of 19th Ave South. South 268th Street is also used by elementary students to walk to Woodmont Elementary on 16th Ave South.

PROJECT SCOPE			ANNUAL ALLOCATION									
Expenditures	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021			
Design	95		60	35								
Land & Right of Way	-											
Construction	425			425								
Contingency	60			60								
Total Expenditures	580	-	60	520	-	-	-	-	-	-	-	-

Funding Sources	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021			
ASE (Automatic Speed Enforcement) GF X-fer REET	60			60								
State of Washington Grants (Confirmed)	431		60	371								
Total Funding	580	-	60	520	-	-	-	-	-	-	-	-

16th Ave - Seg 5A



CITY OF DES MOINES
2016 -2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thous ands)

16th Ave - Seg 5A 319,301

Summary Project Description:

South 272nd Street to approximately 1000 feet south of S 272nd Street. Install curbs, gutters, sidewalks, encased drainage system and bike lanes along both sides of the street. Improve existing lighting and install left turn lane. Cost estimates reflect overhead utilities. Underground utilities would be a significant increase. This project coordinates with Segment 5B.

CIP Category: Transportation - Capital Project

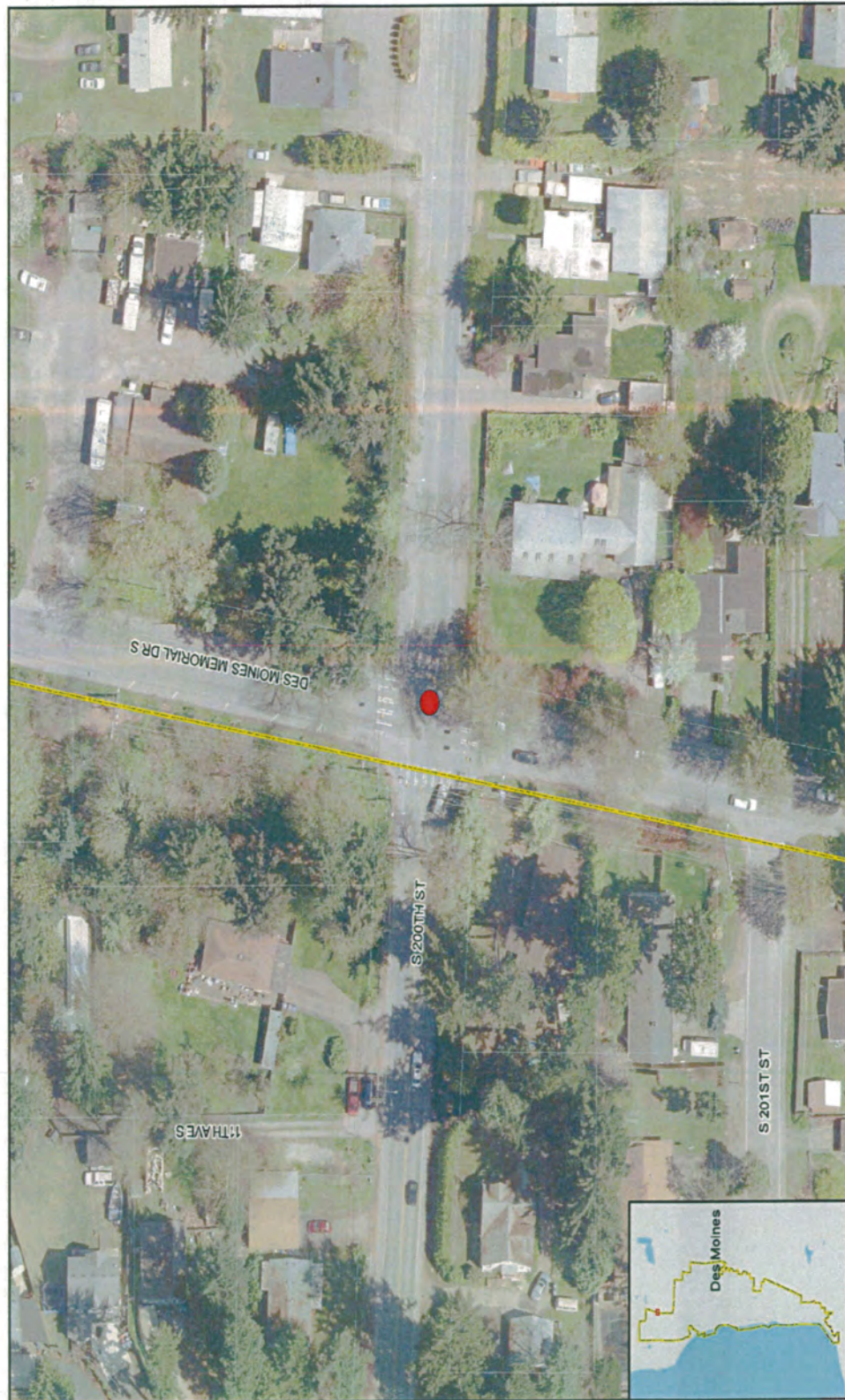
Managing Department: Plan, Build & PW Admin

Justification/Benefits: The need for pedestrian facilities is identified in the City's Comprehensive Transportation Plan and 6 Yr TIP. This corridor has numerous single-family developments that generate pedestrian traffic along the shoulder of the road. It is used to access schools, parks, churches and shopping areas. 16th Ave is classified as a principal arterial and is identified as a pedestrian walkway route. Future growth will highlight the need for separated pedestrian facilities. This project also improves mobility and safety by adding left turn lanes and improving street lighting.

PROJECT SCOPE		ANNUAL ALLOCATION									
Expenditures	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Design	220			129	91						
Land & Right of Way	42					42					
Construction	967						627	340			
Contingency	100						65	35			
Total Expenditures	1,329			129	91	42	692	375			

Funding Sources		Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Traffic Impact Fees - City Wide	144					42	102				
MCI	91										
Traffic in-Lieu	1,094						590	375			
Total Funding	1,329					42	692	375			

SeaTac Signal Improvements



CITY OF DES MOINES
2016 -2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

SeaTac Signal Improvements	319,613	Summary Project Description:
CIP Category: Transportation - Capital Project		Des Moines Memorial Dr and South 200th Street. 1/4th cost of total improvements to install left turn lanes at all four approaches with curb, gutter and sidewalk. City of SeaTac is lead agency; project represents Des Moines share payable to SeaTac.
Managing Department: Plan, Build & PW Admin		

Justification/Benefits: Des Moines Memorial Dr and South 200th Street lack left turn pockets on all four legs as well as sidewalks and bike lanes.

PROJECT SCOPE		ANNUAL ALLOCATION									
		Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021	Plan Year 2021	Plan Year 2021
Expenditures	Total Budget										
Design	50				50						
Land & Right of Way	-										
Construction	300				100	200					
Contingency	-										
Total Expenditures	350				150	200					
Funding Sources	Total Budget										
Traffic Impact Fees - City Wide	350				150	200					
State of Washington Grants (Unconfirmed)											
Total Funding	350				150	200					

South 216th - Segment 3



CITY OF DES MOINES
2016 -2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

South 216th - Segment 3 319,334

Summary Project Description:

Widen roadway to provide center turn lane, bike lanes, curb, gutter and sidewalks between 11th Ave South and 19th Avenue South. If grant is unavailable then debt financing would be required or project schedule would need to be adjusted.

CIP Category: Transportation - Capital Project

Managing Department: Plan, Build & PW Admin

Justification/Benefits: The need for pedestrian facilities along South 216th Street is identified in the City's Comprehensive Transportation Plan and the Six Year Transportation Improvement Plan. South 216th Street has numerous multi-family developments that generate pedestrian traffic along the shoulder of the road. Pedestrians use this route to access bus stops, city buildings, and the Pacific Highway and Marine View Drive corridors.

PROJECT SCOPE		ANNUAL ALLOCATION									
Expenditures	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Design	520				270	250					
Land & Right of Way	100					100					
Construction	4,350					1,365	2,985				
Contingency	450					150	300				
Total Expenditures	5,420	-	-	-	270	1,865	3,285	-	-	-	-

Funding Sources	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Traffic Impact Fees - City Wide	420				80	190	150				
CDBG (Unconfirmed)	-										
Traffic in-Lieu (Port)	1,300					950	350				
State of Washington Grants (Unconfirmed)	3,700				190	725	2,785				
Federal Grants	-										
Private Contributions	-										
Total Funding	5,420	-	-	-	270	1,865	3,285	-	-	-	-

CITY OF DES MOINES
2016 -2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

South 240th Street Improve - Seg 1		319,206
CIP Category: Transportation - Capital Project		
Managing Department: Plan, Build & PW Admin		
Summary Project Description:		
Widen roadway to three lanes between 16th Ave S and the East City limits and provide a continuous center turn lane, bike lanes, transit stops, curb, gutter and planters.		

Justification/Benefits: The need for pedestrian and bicycle facilities along South 240th Street is identified in the City's Comprehensive Transportation Plan and the Six Year Transportation Improvement Plan. South 240th Street has residential properties and Highline College that generate pedestrian and bicycle traffic along the shoulder of the road. Pedestrians use this route to access bus stops, Highline College, and the Pacific Highway Corridor. Roadway widening is needed to increase capacity as well as develop a complete street serving vehicles pedestrians, bicycles and transit.

PROJECT SCOPE		ANNUAL ALLOCATION									
Expenditures	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Design	435							435			
Land & Right of Way	200							200			
Construction	5,265								5,265		
Contingency	400							100	300		
Total Expenditures	6,300							735	5,565		

Funding Sources	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Local Grants (County, etc.)	3,380							365	3,015		
State of Washington Grants (Unconfirmed)	2,670							370	2,300		
Private Contributions	250								250		
Total Funding	6,300							735	5,565		

CITY OF DES MOINES
2016 -2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

South 240th Street Improve - Seg 2	319,207	Summary Project Description: Widen roadway to three lanes between Marine View Drive and 16th Ave South and provide a continuous center turn lane, bike lanes, transit stops, curb, gutter and planters.
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CIP Category: Transportation - Capital Project

Managing Department: Plan, Build & PW Admin

Justification/Benefits: The need for pedestrian and bicycle facilities along South 240th Street is identified in the City's Comprehensive Transportation Plan and the Six Year Transportation Improvement Plan. South 240th Street has residential properties and Highline College that generate pedestrian and bicycle traffic along the shoulder of the road. Pedestrians use this route to access bus stops, Highline College, and the Pacific Highway Corridor. Roadway widening is needed to increase capacity as well as develop a complete street serving vehicles pedestrians, bicycles and transit.

PROJECT SCOPE		ANNUAL ALLOCATION									
Expenditures	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Design	335							335			
Land & Right of Way	50							50			
Construction	4,165								4,165		
Contingency	300							50	250		
Total Expenditures	4,850							435	4,415		

Funding Sources	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Traffic in-Lieu	2,900							235	2,665		
State of Washington Grants (Unconfirmed)	1,750							200	1,550		
Total Funding	4,850							635	4,215		

Kent-Des Moines Rd - Seg 2



CITY OF DES MOINES
2016-2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

Kent-Des Moines Rd - Seg 2 **319,344**

Summary Project Description:

Widen roadway to 5 lanes between 24th Avenue South and Pacific Highway South and provide a continuous center turn lane, bike lanes, transit stops, curb, gutter and planters.

CIP Category: Transportation - Capital Project

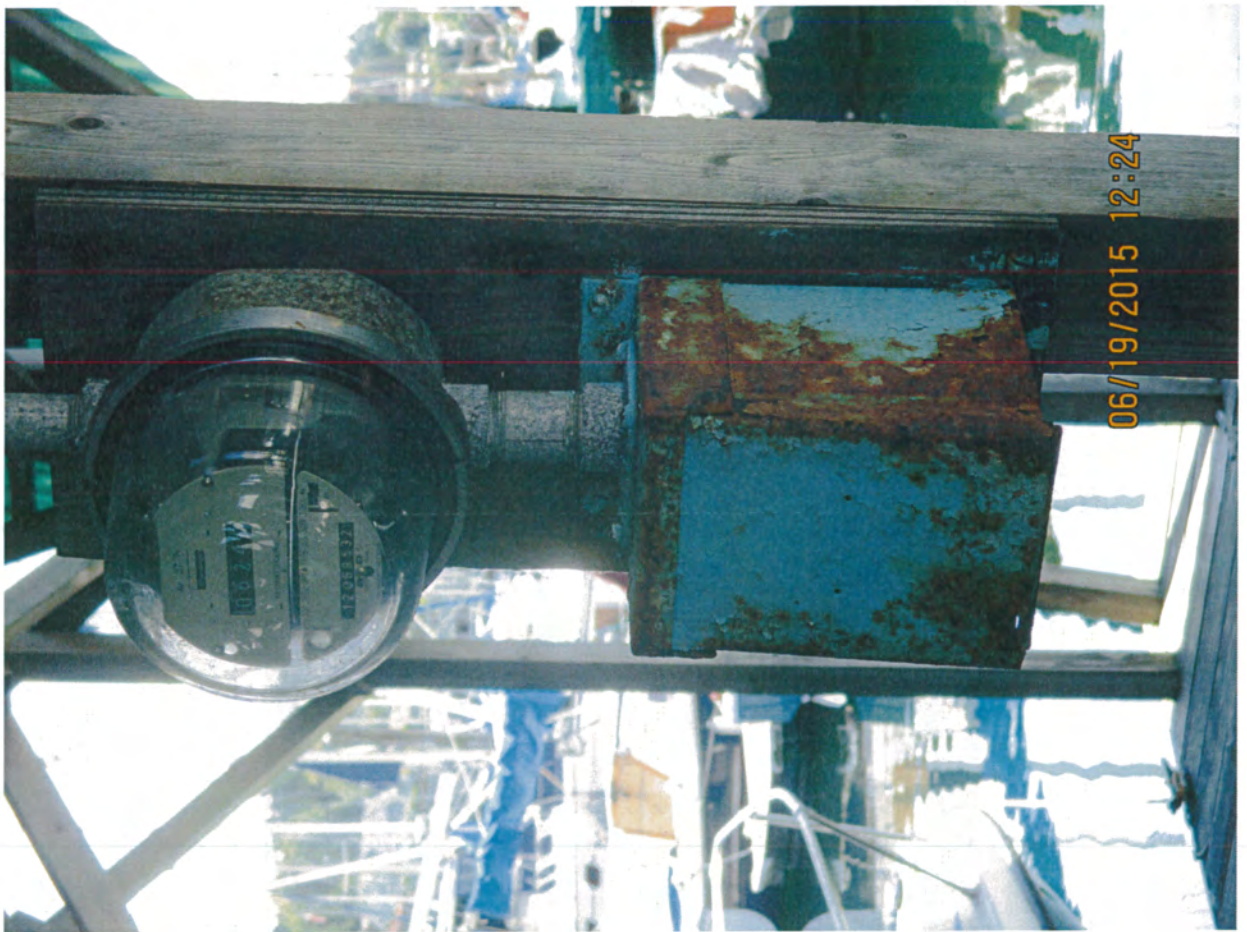
Managing Department: Plan, Build & PW Admin

Justification/Benefits: The need for pedestrian and bicycle facilities along Kent-Des Moines Road is identified in the City's Comprehensive Transportation Plan and the Six Year Transportation Improvement Plan. Kent-Des Moines Rd has numerous multi-family developments, that generate pedestrian and bicycle traffic along the shoulder of the road. Pedestrians use this route to access bus stops, Highline College, and the Pacific Highway Corridor. Roadway widening is needed to increase capacity as well as develop a complete street serving vehicles pedestrians, bicycles and transit.

PROJECT SCOPE		ANNUAL ALLOCATION									
Expenditures	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Design	485									485	
Land & Right of Way	500									500	
Construction	5,815									5,815	
Contingency	400									400	
Total Expenditures	7,200									7,200	

Funding Sources		Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Traffic Impact Fees - City Wide	330									330	
Traffic in-Lieu	20									20	
Local Grants (County, etc.)	3,600									3,600	
State of Washington Grants (Unconfirmed)	3,000									3,000	
Private Contributions	250									250	
Total Funding	7,200									7,200	

Dock Electrical Replacements



CITY OF DES MOINES
2016 -2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

Dock Electrical Replacements	C5.ST.5A.13.01	Summary Project Description:
		Install new shore power pedestals and distribution wiring on docks H,I,J,K and L.
CIP Category: Marina Capital Improvements		
Managing Department: Marina		

Justification/Benefits: The new electrical wiring will reduce the risk of fire as well as provide upgraded service to Marina tenants. These docks are 45 years old and still have the original shore power boxes and wiring. Most of the shore power boxes have been upgraded to 30 amps from the original 15 amp service to meet the demands of the new boats but the wiring has not been replaced with larger wire size to accommodate the increased demand.

PROJECT SCOPE		ANNUAL ALLOCATION									
Expenditures	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Design	-					-					
Land & Right of Way	-					-					
Construction	300			60	60		60	60	60		
Contingency	-					-					
Total Expenditures	300		-	60	60	-	60	60	60	60	60
Funding Sources	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Marina Rates	300			60	60		60	60	60		
Total Funding	300		-	60	60	-	60	60	60	60	60

Fuel Dispenser



Barnes Crk/Kent-Des Moines Rd Culvert



CITY OF DES MOINES
2016-2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

Barnes Crk/Kent-Des Moines Rd Culvert CIP.14.15.STR

CIP Category: Surface Water Mgmt

Managing Department: Plan, Build & PW Admin

Summary Project Description:

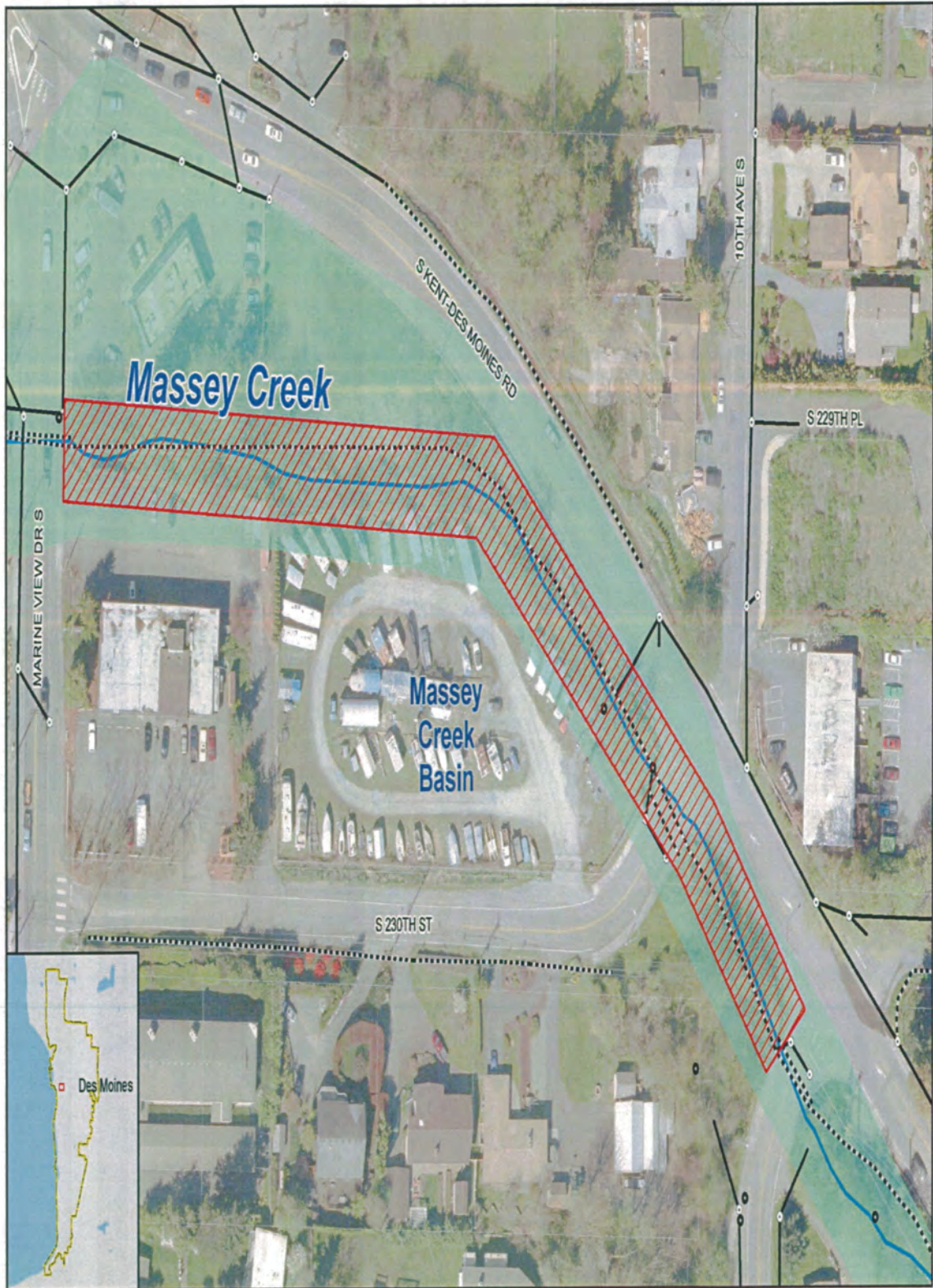
Project improvements will include the installation of 80 to 100 feet of 48-inch or 60-inch diameter culvert or possibly the construction of a box culvert, depending on the method of construction and current fisheries requirements. Due to the depth of culvert and the high traffic of Kent-Des Moines Road, use of boring or other trench-less technology will be explored. The dramatic elevation change from upstream to downstream and the need to moderate velocity for fish passage may require that a special energy dissipater and/or fish ladder be installed at the culvert outlet.

Justification/Benefits: This culvert replacement is needed to convey peak predicted flows without flooding Kent-Des Moines Road. At this point a new 42- to 48-inch reinforced concrete pipe culvert is planned to replace the existing undersized culvert. However, the new pipe size will need to be designed to meet current Hydraulic Code to allow both high- and low-flow fish passage. An energy dissipater will be included at the downstream end of the culvert (with a fish ladder). This project was identified in the Lower Massey Creek Basin Plan and Alternative Analysis. The timing of this project was based on the outcome of a culvert survey made in 2004 to determine the condition of the culvert.

PROJECT SCOPE		ANNUAL ALLOCATION									
Expenditures	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Design	325	17	85	223		-					
Land & Right of Way	-					-					
Construction	934				934						
Contingency	335		9	100	226	-					
Total Expenditures	1,594	17	94	323	1,160	-	-	-	-	-	-

Funding Sources	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Surface Water Utility	1,594	17	94	323	1,160						
Total Funding	1,594	17	94	323	1,160	-	-	-	-	-	-

Lower Massey Creek Channel Modifications



CITY OF DES MOINES
2016 -2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

Lower Massey Creek Channel Modifications	451.821
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CIP Category: Surface Water Mgmt

Managing Department: Plan, Build & PW Admin

Summary Project Description:	
This project involves widening the Massey Creek channel between 10th Avenue South and the Taco Time property east of Marine View Drive, berming the north side of the creek, constructing a sheetpile floodwall on the south side of the creek, installing a small pump station, installing native plantings along the stream, removing invasive species and installing stream fish habitat features such as woody debris, stream boulders and bank logs. External funding is provide from King County with two grants: \$200K Flood Reduction Grant and \$196 Regional Opportunity Grant.	

Justification/Benefits: The purpose of the improvements is to enhance habitat along this portion of Massey Creek, improve flood capacity of the channel and reduce intersection flooding at Kent-Des Moines Road and Marine View Drive. Land for this project was purchased in 1998. This project is identified in the 1992 Massey Creek Basin Plan and the 1994 Lower Massey Creek Flood Alternative Analysis.

PROJECT SCOPE	
Expenditures	Total Budget
Design	373
Land & Right of Way	-
Construction	1,129
Contingency	407
Total Expenditures	1,909

ANNUAL ALLOCATION									
Project to Date	Scheduled Year	Plan Year	Plan Year	Plan Year	Plan Year	Plan Year	Plan Year	Plan Year	Plan Year
12/31/14	2015	2016	2017	2018	2019	2020	2021		
260	113								
		1,129							
	50	357							
260	163	1,486							

Funding Sources	
	Total Budget
Surface Water Utility	1,513
To Be Determined	-
Local Grants (County, etc.)	396
State of Washington Grants (Unconfirmed)	-
Federal Grants	-
Private Contributions	-
Debt Proceeds	-
Total Funding	1,909

Project to Date	Scheduled Year	Plan Year	Plan Year	Plan Year	Plan Year	Plan Year	Plan Year	Plan Year	Plan Year
12/31/14	2015	2016	2017	2018	2019	2020			
260	163	1,090							
		396							
260	163	1,486							

24th Ave Pipeline Replacement/Upgrade



CITY OF DES MOINES
2016 -2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

24th Ave Pipeline Replacement/Upgrade	451.606	Summary Project Description:
CIP Category: Surface Water Mgmt		Replacement of existing 12-inch storm drainage system on 24th Avenue from S. 224th to S. 227th Street with approximately 1100 feet of 36-inch pipe.
Managing Department: Plan, Build & PW Admin		

Justification/Benefits: During major storms the drainage system along the east side of 24th Avenue between S. 226th and S.227th overflows to the pipe system on the west side. These overflows bypass the trunk system which conveys flows to the City Park detention facility and flood properties south of 227th south of Pacific Middle School. This project is recommended in the 1992 Massey Creek Basin Plan.

PROJECT SCOPE		ANNUAL ALLOCATION									
Expenditures	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Design	20		8	12							
Land & Right of Way	-										
Construction	192			192							
Contingency	48			48							
Total Expenditures	260	-	8	252	-	-	-	-	-	-	-

Funding Sources	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Surface Water Utility	260		8	252							
Total Funding	260	-	8	252	-	-	-	-	-	-	-

Pipe Replacement Program



CITY OF DES MOINES
2016 -2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

Pipe Replacement Program	451.826	<i>Summary Project Description:</i>
CIP Category: Surface Water Mgmt		Replacement of existing pipes based on customer request and video based condition assessment.
Managing Department: Plan, Build & PW Admin		

Justification/Benefits: A video assessment of existing storm drain pipes is scheduled to begin in 2015. From the assessment a prioritized list of pipes needing replacement will be developed along with estimated costs.

PROJECT SCOPE		ANNUAL ALLOCATION									
		Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021	Plan Year 2021	Plan Year 2021
Design	Total Budget				38	38	38	38	38	38	38
Land & Right of Way											
Construction						230	230	230	230	230	230
Contingency					11	60	60	60	60	60	60
Total Expenditures	1,361	-	-	-	49	328	328	328	328	328	328

Surface Water Utility	Total Budget				49	328	328	328	328	328	328
Total Funding	1,361	-	-	-	49	328	328	328	328	328	328

1st Ave Pond Expansion



CITY OF DES MOINES
2016-2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

1st Ave Pond Expansion	451.823	Summary Project Description:
CIP Category: Surface Water Mgmt		Expand existing pond at 1st Ave and 4th Ave S, North Hill Area by 1.9 acre feet.
Managing Department: Plan, Build & PW Admin		

Justification/Benefits: The existing 199th trunk line was reviewed for capacity in the Normandy Park Comprehensive Plan - Normandy Creek/Upper Basin. The trunk line was found to be undersized (for most storms) for 200 feet, aged for the remaining sections and does not meet current design standards. The increased size will alleviate local flooding that occurs in the upper basin of Normandy Creek. In order to provide mitigation for downstream impacts, the 1st Avenue Pond that is currently owned by Normandy Park will need to be expanded. An interlocal agreement will need to be made with Normandy Park for the expansion project as well as for the long-term maintenance of the facility. Roughly 50% of the basin area is within Des Moines city limits. The cost for the land (\$42,500 purchased in 2000) has been deducted from Des Moines' share of the cost.

PROJECT SCOPE		ANNUAL ALLOCATION									
Expenditures	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Design	47					47					
Land & Right of Way	-										
Construction	259						259				
Contingency	79					13	66				
Total Expenditures	385					60	325				

Funding Sources		Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Surface Water Utility	150					30	120				
Local Grants (County, etc.)	235					30	205				
Total Funding	385					60	325				

5th Ave/212th Street Pipe Upgrade



CITY OF DES MOINES
2016 -2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

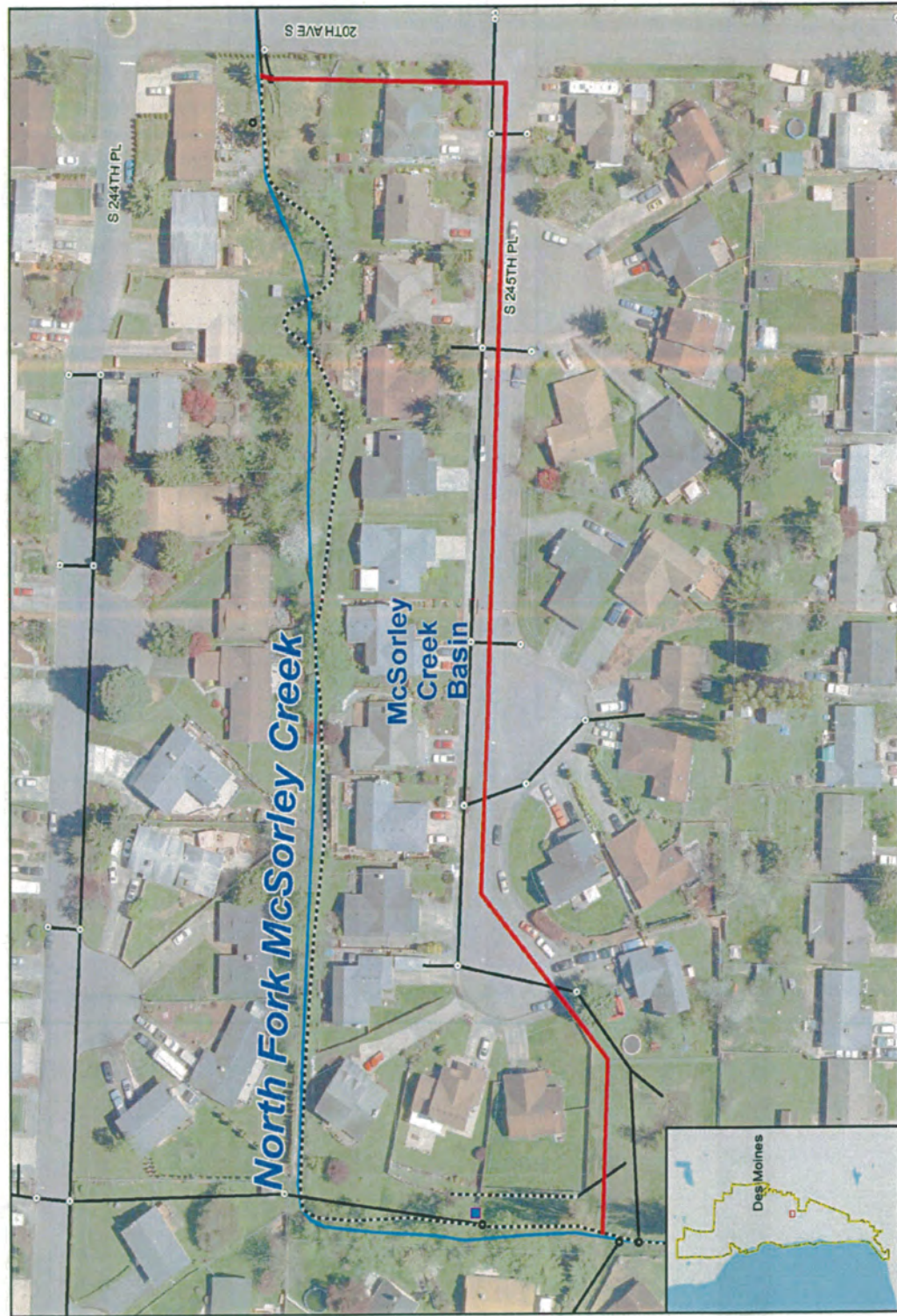
5th Ave/212th Street Pipe Upgrade	451	Summary Project Description:
CIP Category: Surface Water Mgmt		Replacement of approximately 2,630 feet of cnp pipe with new 1,700 feet of 12-inch pipe and 930 feet of 18-inch pipe in the North Hill area in the vicinity of 212th Street and 5th Avenue South.
Managing Department: Plan, Build & PW Admin		

Justification/Benefits: This project will replace over 2,000 feet of aged corrugated metal pipe and upgrade over 900 feet of pipe to 18-inch pipe that has inadequate capacity during major storms. During two major storm events in 2013 and 2014, the pipe system overflowed creating significant erosion near the stairway at 212th Street and Des Moines Memorial Drive. The project will connect to the DMMMD pipe upgrade installed in 2014. This project is identified as a high-priority project (CIP-16) in the 2015 Stormwater Comprehensive Plan.

PROJECT SCOPE		ANNUAL ALLOCATION									
Expenditures	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Design	161						161				
Land & Right of Way	-										
Construction	529						529				
Contingency	125						125				
Total Expenditures	815						815				

Funding Sources	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Surface Water Utility	815						815				
Total Funding	815						815				

N. Fork McSorley Ck Diversion



CITY OF DES MOINES
2016 -2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

N. Fork McSorley Ck Diversion	451	Summary Project Description:
CIP Category: Surface Water Mgmt Managing Department: Plan, Build & PW Admin		This project proposes to install a diversion structure on 20th Ave. S. between S. 244th Pl. and 245th Pl. From the diversion structure a new 24-in storm bypass pipe will be installed on the west side of 20th Avenue, turn west and follow the south side of 245th Pl and then to McSorley Creek. This project also includes pavement restoration, replacement of curb and gutter and minimal dredging of McSorley Creek and bank stabilization near the discharge point of the bypass pipe.

Justification/Benefits: When the Des Moines Trace Subdivision was developed in the early 1980's a segment of the north fork of McSorley Creek was relocated to a narrow rock lined channel within a 15-foot wide drainage easement along the north side of the subdivision (lots 14 through 25). Over time this channel has filled in with sediment and is overgrown with canary reed grass causing the channel to overtop and flood both the subdivision lots and the adjacent properties to the north. This project will provide a flow diversion whereby normal flows will continue into the creek section but high flows are bypassed to a lower point in the channel. As part of this project, the channel section across lots 17-25 will be dredged. This is a high-priority project (CIP-30) identified in the 2015 SWM Comprehensive Plan.

PROJECT SCOPE		ANNUAL ALLOCATION									
		Project to Date	Scheduled Year	Plan Year	Plan Year	Plan Year	Plan Year	Plan Year	Plan Year	Plan Year	Plan Year
Expenditures	Total Budget	12/31/14	2015	2016	2017	2018	2019	2020	2021		
Design	85							85			
Land & Right of Way	-										
Construction	281							281			
Contingency	66							66			
Total Expenditures	432							432			

Funding Sources	Total Budget	Project to Date	Scheduled Year	Plan Year	Plan Year	Plan Year	Plan Year	Plan Year	Plan Year	Plan Year	Plan Year
Surface Water Utility	432	12/31/14	2015	2016	2017	2018	2019	2020	2021		
Total Funding	432							432			

6th Ave/239th Pipe Replacement



CITY OF DES MOINES
2016-2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

6th Ave/239th Pipe Replacement	451	Summary Project Description:
CIP Category: Surface Water Mgmt		This project proposes to replace the existing 8-inch drainage system on the west side of 6th Ave S. and connect to the drainage system on 239th Street. This project will also install a new 18-inch HDPE storm drain outfall from 239th St. to Puget Sound. The stairway above the outfall pipe will be replaced as part of this project.
Managing Department: Plan, Build & PW Admin		

Justification/Benefits: During major storms the drainage system within 6th Avenue S. is overcome and overflows into the properties on the west side of the street. In addition, the outfall pipe from S. 239th is comprised of coated corrugated steel pipe that has separated in the lower section of the pipe that leads over the bank to the Sound. This project proposes to upgrade the 8-inch pipe on 6th Avenue to standard 12-inch and replace the corrugated steel outfall pipe with HDPE pipe. This project also proposes to replace the stairway that is located above the outfall pipe. This is a high-priority project (CIP-39) listed in the 2015 SWM Comprehensive Plan.

PROJECT SCOPE		ANNUAL ALLOCATION									
		Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021	Plan Year 2021	Plan Year 2021
Expenditures	Total Budget										
Design	38								38		
Land & Right of Way	-										
Construction	124								124		
Contingency	29								29		
Total Expenditures	191								191		
Funding Sources	Total Budget										
Surface Water Utility	191								191		
Total Funding	191								191		

14th Ave (268th to 272nd) Pipe Upgrade



CITY OF DES MOINES
2016 -2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

14th Ave (268th to 272nd) Pipe Upgrade	451	Summary Project Description:
CIP Category: Surface Water Mgmt		This project proposes to upgrade the ditch and driveway culvert system along the west side of 14th Avenue with a new storm pipe as well as replace the existing culverts below 272nd Street and 268th Street. This project includes 900 linear of 36-inch diameter pipe, 6 manhole structures, an outfall dissipator, and minimal road restoration.
Managing Department: Plan, Build & PW Admin		

Justification/Benefits: The culvert below 272nd Street is not sufficiently sized and is too shallow. During major storms the pipe system leading from the Redondo Rivera subdivision (south of 272nd) backs up creating significant flooding within the subdivision particularly in the vicinity of 275th Place and 15th Place. North of 272nd St., the drainage system on 14th Avenue is comprised of a shallow ditch system with driveway culverts that are easily blocked exacerbating the problem south of 272nd Street. There is also significant erosion due to a drop of grade at the downstream end of the culvert at S. 268th Street. This project proposes to replace the culverts at 272nd Street and 268th Street and install a new 36-inch pipe system on the west side of 14th Avenue from 272nd Street to 270th Street. This project is a high-priority project (CIP- 36) listed in the 2015 SWM Comprehensive Plan.

PROJECT SCOPE		ANNUAL ALLOCATION									
Expenditures	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Design	94								94		
Land & Right of Way	-										
Construction	310								310		
Contingency	74								74		
Total Expenditures	478								478		

Funding Sources	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Surface Water Utility	478								478		
Total Funding	478								478		

216th Pl./ Marine View Dr. Pipe Upgrade



CITY OF DES MOINES
2016-2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

216th Pl./ Marine View Dr. Pipe Upgrade	451	Summary Project Description: This project proposes to upgrade the ditch along Des Moines Memorial Drive with 300 linear feet of new 18-inch diameter pipe and connecting to 170 linear feet of new larger 24-inch diameter storm system crossing the intersection of MVD (216th Place). The project also proposes to pipe the ditches on the west side of 6th Avenue connecting to the new pipe system on DMMD.
CIP Category: Surface Water Mgmt		
Managing Department: Plan, Build & PW Admin		

Justification/Benefits: Previous upgrades have occurred within the storm system downstream of the project and west of the project along 216th Place. This project proposes to upsize the 18-inch crossing at Marine View Drive to 24-inch as well as pipe the ditch along Des Moines Memorial Drive. Along the storm segment below MVD near the border of Normandy Park and Des Moines is a buried inaccessible structure that may become blocked with debris and cause backup and flooding of the intersection and overflow to areas of recent landslide activity. This project will be coordinated with the City of Normandy Park (cost share for the portion of project within Normandy Park not shown). This is a high-priority project (CIP-17) listed in the 2015 SWM Comprehensive Plan.

PROJECT SCOPE		ANNUAL ALLOCATION									
Expenditures	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Design	61										61
Land & Right of Way	-										
Construction	200										200
Contingency	48										48
Total Expenditures	309										309

Funding Sources	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Surface Water Utility	309										309
Total Funding	309										309

KDM /16th Avenue Pipe Replacement



CITY OF DES MOINES
2016 -2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

KDM /16th Avenue Pipe Replacement	451	Summary Project Description:
CIP Category: Surface Water Mgmt		Replace approximately 300 feet of existing roadside ditch (east of 16th Avenue) along KDM Road with 24-inch storm pipe and connect to existing 18-inch culvert crossing KDM Rd at 16th Avenue. Install 50 feet new 24-inch storm drain southwest of KDM Road connecting to existing 18-inch culvert crossing and replace 350 feet of existing 24-inch corrugated metal pipe with larger 36-inch pipe downstream of the culvert crossing.
Managing Department: Plan, Build & PW Admin		

Justification/Benefits: During major storm events the capacity of the existing drainage system along Kent-Des Moines Road and the highway crossing will be exceeded causing runoff to overflow across KDM and flood the property downstream. In addition, the system on that property (located within a public drainage easement) that intercepts flows is also insufficiently sized and is prone to overtopping. This project proposes to replace the undersized pipes with 24-inch and 36-inch diameter pipes. This is a high-priority project (CIP-25A) listed in the 2015 SWM Comprehensive Plan and to be coordinated with projects CIP-4 and CIP-25B that would take a portion of the flows west to a new outfall pipe at Barnes Creek (rather than upsizing the 18-inch corrugated aluminum crossing below KDM Road.)

PROJECT SCOPE		ANNUAL ALLOCATION									
Expenditures	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Design	54									54	
Land & Right of Way	-										
Construction	176									176	
Contingency	42									42	
Total Expenditures	272									272	

Funding Sources	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Surface Water Utility	272									272	
Total Funding	272									272	

DMMD 208th to 212th Pipe Project



CITY OF DES MOINES
2016 -2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

DMMMD 208th to 212th Pipe Project	451	Summary Project Description:
CIP Category: Surface Water Mgmt		Replace approximately 1500 feet of existing roadside ditch and corrugated metal pipe along the west side of Des Moines Memorial Drive from 208th Street to 212th Street. Includes installation of 14 manhole structures and minimal road restoration.
Managing Department: Plan, Build & PW Admin		

Justification/Benefits: The ditch and culvert system along the west side of Des Moines Memorial Drive is insufficient to convey a 25-year storm causing water to pool in the south bound lane of Des Moines Memorial Drive. This project proposes to replace the existing corrugated metal pipe and ditch system with approximately 1500 feet of new 18-inch pipe that would connect to the pipe replacement work made on Des Moines Memorial Drive in 2014. This project is a high priority project (CIP-18) listed in the 2015 SWM Comprehensive Plan.

PROJECT SCOPE		ANNUAL ALLOCATION									
Expenditures	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Design	119										119
Land & Right of Way	-										
Construction	391										391
Contingency	93										93
Total Expenditures	603										603

Funding Sources	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021		
Surface Water Utility	603										603
Total Funding	603										603

GLOSSARY OF TERMS

ADA: Acronym for “Americans with Disabilities Act.”

ARRA: Acronym for “American Recovery and Reinvestment Act” or commonly referred to as *The Stimulus* or *The Recovery Act*

ASARCO: Acronym for “American Smelting and Refining Company.”

ASE: Acronym for “Automated Speed Enforcement” Program, which addresses traffic safety in school zones: 1) Woodmont Elementary School (16th Avenue South); and 2) Midway Elementary School and Pacific Middle School (24th Avenue South).

BFP: Boating Facilities Program state grant, administered by the Washington State Recreation and Conservation Office (RCO).

BRAC: Acronym for “Bridge Replacement Advisory Committee,” which advises WSDOT’s Highways and Local Programs (H&LP) Director to help inform the selection of bridge projects for funding from WSDOT’s Highway Bridge Program (HBP).

CDBG: Acronym for “Community Development Block Grant.”

CIP: Acronym for “Capital Improvement Plan.”

CMAQ: Acronym for “Congestion Mitigation and Air Quality.”

CTED: Acronym for “Community, Trade and Economic Development.”

Capital Expenditure: An expenditure which leads to the acquisition of a physical asset with a cost between \$5,000 and \$25,000 and a useful life of at least one year. Such expenditures are charged through an individual department’s operating budget and do not include those provided for in the Capital Improvement Plan project budget.

Capital Facility: A structure, improvement, piece of equipment or other major asset, including land, that has a useful life of at least five years. Capital facilities are provided by or for public purposes and services.

Capital Improvement: A project to create, expand, or modify a capital facility. The project may include design, permitting, environmental analysis, land acquisition, construction, landscaping, site improvements, initial furnishings and equipment and studies related to need and implementation. The project cost must exceed \$25,000 and have a useful life of five years.

Capital Improvement Plan: An approach or technique for identifying and forecasting capital outlay decisions that a government expects to make over a six year period.

Capital Outlay: Expenditures that result in the acquisition of or addition to capital assets.

Capital Project: The largely one-time cost for acquisition, construction, improvement, replacement or renovation of land structures and improvements thereon.

Comprehensive Plan: A method to utilize and strengthen the existing role, processes, and powers of local governments to establish and implement comprehensive planning programs which guide and control future development.

Contingency: A budgetary reserve set aside for emergency or unanticipated expenditures.

DMLF: Acronym for "Des Moines Legacy Foundation."

DMMD: Acronym for "Des Moines Memorial Drive."

Debt: An obligation resulting from the borrowing

Debt Service: The payment of principal and interest on borrowed funds and required contributions to accumulate monies for future retirement of bonds.

Debt Reserve: Monies restricted for the payment of principal and interest on outstanding bonds, usually based on the average annual debt service due on the outstanding bonds. A bond covenant that provides additional security for bond holders.

DOE: Acronym for "Department of Ecology."

EDA: Acronym for "Economic Development Administration."

EECBG: Acronym for "Energy Efficiency and Conservation Block Grant Program" which provides funds used for energy efficiency and conservation programs and projects community wide, as well as renewable energy installations on government buildings.

Expenditure/Expense: This term refers to the outflow of funds paid for an asset obtained or goods and services obtained.

FEMA: Acronym for "Federal Emergency Management Agency."

FHWA: Acronym for "Federal Highway Administration."

Fund: A fiscal/accounting entity that is established to accomplish specific objectives and carry out specific activities. The operation of each fund is accounted for by providing a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures.

Fund Balance: Fund equity that reflects the accumulated excess of revenues and other financing sources over expenditures and other uses.

General Fund: The General Fund accounts for all revenues and expenditures not required to be accounted for in another fund. As is usual in state and local governments, it is the largest and most important accounting entity of the City.

General Governmental: The term describes funding and programs related to activities such as public safety, parks, transportation, and public health. Revenues to support such activities are generated primarily from taxes and user fees.

General Obligation Bonds: Bonds that finance a variety of public projects that are backed by the full faith and credit of the issuing government.

GIS: Acronym for "Geographical Information System."

GO: Acronym for "General Obligation" Bonds.

Grant: A contribution by Federal, State, and other jurisdiction or organization to support a particular function.

HES: Acronym for "Hazard Elimination Safety."

HOV: Acronym for "High Occupancy Vehicle."

HSPF: Acronym for "Hydrological Simulation Program – Fortran."

HVAC: Acronym for "Heating, Ventilating, and Air Conditioning."

IAC: Acronym for Washington State Interagency Committee for Outdoor Recreation. This agency now is called Recreation and Conservation Office (RCO).

ILA: Acronym for "Interlocal Agreement".

Impact Fees: A payment of money imposed by the City upon development activity as a condition of issuance of a building permit to pay for public facilities needed to serve new growth and development, and to mitigate the impacts of the development activity on the existing public facilities.

Infrastructure: The physical assets of a government (e.g., streets, bridges, water, sewer, storm systems, public buildings, parks, etc.).

In-Lieu: A payment alternative for funding capital expenditures.

Interfund Transfer: The movement of monies between funds of the same government entity.

ISTEA: Acronym for "Intermodal Surface Transportation Efficiency Act of 1991".

KDM: Acronym for "Kent Des Moines" Road.

Level of Service: A quantifiable measure of the amount of public facility that is provided. Typically, measure of levels of service are expressed as ratios of facility capacity to demand.

LID: A Local Improvement District, or special assessments made against certain properties to defray part or all of the cost of a specific improvement or service deemed to primarily benefit those properties.

MCI: Acronym for "Municipal Capital Improvement" Fund."

Ordinance: A formal legislative enactment by the governing body of a municipality. If it is not in conflict with any higher form of law, such as a state statute or constitutional provision, it has the full force and effect of law within the boundaries of the municipality to which it applies.

POS: Acronym for "Port of Seattle."

PSE: Acronym for "Puget Sound Energy."

Pac Hwy: Pacific Highway South.

Park In-Lieu Fees: A voluntary payment of money from a subdivision or multi-family development as an alternative to providing open space or park land for recreation purposes.

Pay-As-You-Go Basis: A term used to describe the financial policy of a government that finances all of its capital outlays from current revenues rather than borrowing. A government that pays for some improvements from current expenses and by borrowing is said to be on a modified pay-as-you-go basis.

Program: A distinct function of city government provided to the public or a function providing support to the direct services of other city departments.

Proprietary: The term describes funding and programs related to government owned public facilities that serve the public such as water, sewer, and surface water utilities, or recreation facilities such as marinas. Revenues to support such activities are generated primarily from user rates.

Public Facilities: Streets, roads, highways, bridges, sidewalks, street and road lighting systems, traffic signals, domestic water systems, storm and sanitary sewer systems, and parks and recreational facilities, including the necessary ancillary and support facilities under the ownership of the City of Des Moines or other government entity.

Public Services: Fire protection and suppression, law enforcement, public health, education, recreation, environmental protections, and other governmental services.

PWTF Loan: Acronym for "Public Works Trust Fund Loan".

RAB: Acronym for "Round-a-bout."

RCO: The Washington State Recreation and Conservation Office (formerly the Office of the Interagency Committee, also known as IAC).

REET: Acronym for "Real Estate Excise Tax".

ROW: Right-of-Way

Resolution: A special or temporary order of a legislative body; an order of a legislative body requiring less legal formality than an ordinance or statute.

Revenue: Money that flows into the local government. It is recurring if it is received on a consistent basis (e.g., sales taxes and property taxes) and nonrecurring if it is received irregularly (e.g., federal and state grants).

Revenue Bonds: Revenue bonds are used for such public projects that will generate revenue producing facilities. Unlike general obligation bonds, revenue bonds are not backed by the full financial resources of the jurisdiction. Instead, security is offered by pledging revenues generated from the new facility.

SJUM: Acronym for "Steven J. Underwood Memorial" Park.

SRTS: Acronym for "Safe Routes to School."

STP: Acronym for "Surface Transportation Program."

SWM: Acronym for "Surface Water Management" Fund."

Tax: Compulsory charge levied by a government to finance services performed for the common benefit.

TEA21: Acronym for "Transportation Equity Act for the 21st Century."

TIA: Acronym for "Transportation Improvement Account."

TIB: Acronym for "Transportation Improvement Board," an independent state agency that makes and manages street construction and maintenance grants throughout Washington State.

TPP: Acronym for "Transportation Partnership Program."

User Fee: The payment of a fee for a direct receipt of a public service by the party benefiting from the service.

WRIA: Acronym for "Water Resource Inventory Area."

WSDOT: Acronym for "Washington State Department of Transportation."

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT:
Redondo Boardwalk Update and Consultant
Agreement Supplement for Additional Design

ATTACHMENTS:

1. Local Agency A&E Professional Services
Supplemental Agreement Number 1 –
Exeltech Consulting
2. Alternative Analysis Summary
3. Draft 2105-2020 CIP Project Worksheet

AGENDA OF: July 23rd, 2015

DEPT. OF ORIGIN: Planning, Building & Public
Works

DATE SUBMITTED: July 16th, 2015

CLEARANCES:

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

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

Purpose:

The purpose of this agenda item is to seek City Council approval of the Supplemental Agreement Number 1 (Attachment 1), with Exeltech Consulting for the Redondo Boardwalk Repair project Alternative 3 (Attachment 2) for complete facility replacement. Additionally, a project update will be provided.

Suggested Motion

Motion 1: “I move to approve the Supplemental Agreement Number 1 with Exeltech Consulting for the Redondo Boardwalk Repair in the amount of \$49,993.06 to complete the design of Alternative 3, facility replacement, and further authorize the City Manager to sign said Supplemental Agreement Number 1 substantially in the form as submitted after FHWA & WSDOT provide concurrence with the Alternative selection.”

Background:

On November 29, 2014, the City of Des Moines experienced unprecedented weather and associated tidal action along its shoreline. In particular, the entire boardwalk adjacent to Redondo Beach Drive South sustained significant damage resulting in permanent closure of the facility. Following a facility damage assessment (DDIR) in cooperation with WSDOT and FHWA, Emergency Relief Program (ER) resources became available to restore the boardwalk. Identified as in-kind replacement, the current ER scope of work consists of traffic control, select structural and deck demolition, sub-structure bracket and select girder/stringer replacement, timber deck replacement, and ADA pre-cast curb ramp replacement. This work has an expected service life of 20-years.

Since the inception of the scope of work utilizing FHWA ER funding, additional strategic partnerships have been developed. The Transportation Improvement Board (TIB) has encouraged the City to submit a grant application under the 2015 Urban Sidewalk Program and the State of Washington designated \$1,500,000 thru the Capital Budget to be distributed by the Department of Commerce. With the added project support, staff is working with FHWA and WSDOT to modify the scope of work to realize a more resilient, long term infrastructure investment for complete boardwalk replacement.

Designated as project Alternative 3, the proposed scope of work includes complete removal of the existing timber boardwalk structure and replacement with a concrete structure having no exposed steel connections or structural timber. Additionally, the existing boardwalk foundation piles, steel pipes filled with concrete, will be encapsulated to preserve structural integrity. It is expected that this new concrete facility will have a service life of 50+ years.

This Supplemental Agreement Number 1 will provide design and permitting services in order to obtain WSDOT approval for project advertisement and bidding for project Alternative 3.

Discussion:

During preliminary engineering efforts (PE), the City's consultant refined cost estimates that were developed during the DDIR process. Three alternatives were reviewed that compared anticipated service life, construction costs, and long term serviceability in an effort to maximize the benefit of the investment. As illustrated within Attachment 2, the alternatives consist of:

ALTERNATIVE 1 (CURRENT SCOPE OF WORK): In-Kind Replacement of Damaged Components

- Anticipated Service Life = 20 years
- Replace Damaged Boardwalk Components & Steel Connections
- Program Costs

○ Base (No Additives)	= \$3,098,500
○ Additives (None)	=\$0
○ TOTAL COST	=\$3,098,500

ALTERNATIVE 2: In-Kind Replacement of Damaged Components with Concrete Decking

- Anticipated Service Life = 20-30 years
- Replace Damaged Boardwalk Components & Steel Connections & Install Concrete Deck
- Program Costs

○ Base (No Additives)	= \$4,013,400
○ Additives (Railing & Lighting)	=\$390,000
○ TOTAL COST	=\$4,403,400

ALTERNATIVE 3 (RECOMMENDED): Complete Boardwalk Replacement with Concrete Structure & Pile Protection

- Anticipated Service Life = 50+ years
- Complete Replacement of Timber Boardwalk with a Concrete Structure and Pile Encapsulation
- Program Costs

○ Base (No Additives)	= \$3,478,800
○ Additives (Pile Encapsulation & Lighting)	=\$620,000
○ TOTAL COST	=\$4,098,800

Of particular interest is the comparison of alternative base costs. While it may seem counterintuitive, in-kind replacement of damaged boardwalk elements is similar in cost to the full facility replacement, \$3,098,500 and \$3,478,800 respectively. This is primarily due to the increased labor and materials involved with replacing individual damaged elements in Alternative 1. Constructing Alternative 1 would require a complete disassemble/resemble process versus a tear down and placement of cast-in-place/pre-cast concrete units.

While Alternative 3 can be constructed without additives (lighting and pile encapsulation), the existing piles have an anticipated service life remaining of 20 years due to ongoing steel degradation. This would limit the service life of the anticipated 50+ year concrete structure. Additionally, future permitting, design, and construction costs to complete the piles at a later date could exceed \$800,000 in need as well as added inconvenience to the public.

Alternatives:

- 1) The City Council could choose design Alternative 1 and not realize an increase in preliminary engineering and construction costs. This alternative would be completed utilizing secured FHWA ER and Washington State Capital Budget appropriation funding.
- 2) The City Council could choose to complete Alternative 3 without additives. This alternative would be completed utilizing secured FHWA ER, Washington State Capital Budget appropriation funding, and unsecured TIB funding.
- 3) The City Council could choose not to replace or repair the existing boardwalk and remove the existing structure completely.

Financial Impact:

The City's Draft 2016-2021 Capital Improvement Plan (Attachment 3) does include funding for the expenditures for the Supplemental Agreement Number 1 and Alternative 3 project construction costs.

It is anticipated that Alternative 3 program costs, with additives, will consist of the following:

\$380,000	Design and Permitting (Consultant Agreement)
\$2,869,000	Construction Costs
\$400,000	Construction Engineering
\$449,800	Contingency (20%)
\$4,098,800	TOTAL PROJECT COST

Funding sources for this project will be realized through CIP funds and federal/state grants. A breakdown of funding consists of the following:

\$1,500,000	WA State Capital Budget Appropriation
\$1,789,425	FHWA ER
\$360,000	TIB (Unsecured)
\$493,000	REET
\$4,100,000	TOTAL PROJECT FUNDING

Recommendation/Conclusion:

Staff recommends that Council approve the suggested motion.

Given the total amount of secured and unsecured funds available as well as FHWA, WSDOT, TIB, and the City's desire to ensure any investments are strategically made for long term benefit; Alternative 3 provides the public with the most intentional investment.

Concurrence:

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

Supplemental Agreement Number 1	Organization and Address Phone: Exeltech Consulting, Inc. 8729 Commerce Pl Dr NE Lacey, WA 98516	
Original Agreement Number	Phone: (360) 357-8289	
Project Number	Execution Date April, 28, 2015	Completion Date June 30, 2016
Project Title Redondo Boardwalk Repair Project	New Maximum Amount Payable \$329,078.84	
Description of Work Additional geotechnical and structural engineering services.		

The Local Agency of City of Des Moines
desires to supplement the agreement entered into with Exeltech Consulting, Inc.
as executed on April 28, 2015.

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

Provide additional geotechnical and structural engineering services in accordance with attached Exhibit A:
Supplement #1 Scope of Services for City of Des Moines Redondo Boardwalk Repair #ER-1501 (008).

II

Section IV, TIME FOR BEGINNING AND COMPLETION, shall be amended as follows:

No Change

III

Section V, PAYMENT, shall be amended as follows:

The authorized amount for Amendment #1 is \$49,993.06, in accordance with attached Exhibit D. This amends
the Maximum Amount Payable under this Agreement to \$329,078.84.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: _____

By: _____

Consultant Signature

Approving Authority Signature

Date

Exhibit A

Supplement #1 Scope of Services for City of Des Moines Redondo Boardwalk Repair # ER-1501(008)

July 2015

Prepared by:

Exeltech Consulting, Inc
8729 Commerce Place Drive NE
Suite A
Lacey, WA 98516



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(No Changes)	2
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(No Changes)	3
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(No Changes)	3

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(No Changes)	6

Supplement #1 Scope of Services for Redondo Boardwalk Repair

City of Des Moines

Under this Agreement, Exeltech Consulting, Inc., hereinafter referred to as the "Consultant", will perform professional services for the City of Des Moines hereinafter referred to as the "City". This Supplement #1 Scope of Services provides for additional structural engineering and geotechnical services for the Redondo Boardwalk Repair Project.

I. BACKGROUND

The Redondo Boardwalk adjacent to Redondo Beach Drive between S 283rd Street and Redondo Shores Drive S. received significant damage from the unprecedented storm event on November 29th, 2014. The facility remains permanently closed. This project will mitigate the damages caused by the storm damage and reopen the facility to the public.

II. PROJECT SCHEDULE

▪ NTP	April 24, 2015 (or date of signed agreement)
▪ NEPA ECS Draft Submittal	May 15, 2015
▪ NEPA Kickoff Meeting (expect approval 60 days)	June 3, 2015
▪ Alternatives Analysis Anticipated Completion	June 5, 2015
▪ JARPA Submittal (45 day approval)	June 19, 2015
▪ 30% Plan Submittal	June 19, 2015

REVISED

▪ Alt 3 100% PS&E Submittal	September 30, 2015
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III. PROJECT DESCRIPTION

The original scope and budget was based on an assumption that the project was a structural repair and not a complete replacement of all elements (not including the existing steel piles) and that there would be no need for any seismic analysis. During the alternatives analysis phase, what became known as Alternative 3 was selected by the City. FHWA and WSDOT also concurred with the new design approach as outlined in the project Prospectus and LA Agreement. The project will still remove all timber and galvanized metal elements of the board walk, but now they will become the property of the contractor for removal from the project site. The boardwalk will be replaced with cast-in place and pre-cast concrete elements. The rail will also be replaced with a system yet to be selected that will not have pressure treated wood as an element. All access points to the boardwalk will be maintained and will be designed to accommodate ADA access. Removal of the top step of stairways to the beach will have be done at 2 different locations. Encapsulation of the existing boardwalk piles to extend their service life will be included in the project.

As Alternative 3 will provide for nearly a complete replacement, it is required to take into account potential seismic forces in designing the new elements. Additional engineering, permitting, and seismic analysis will also be required to prepare a PS&E. Additional environmental permitting was accounted for with CC#1.

IV. ASSUMPTIONS

(No Changes)

V. SCOPE OF DESIGN SERVICES

TASK 1.1 PROJECT MANAGEMENT

Task 1.1.1 Project Management

(No Changes)

Task 1.1.2 Grant/Funding Assistance

(No Changes)

TASK 1.2 SITE RECONNAISSANCE, DATA REVIEW, AND BASEMAP

(No Changes)

TASK 1.3 GEOTECHNICAL (PROVIDED BY SUBCONSULTANT GEOENGINEERS)

The Consultant will review the existing geotechnical information, performing additional subsurface exploration and analysis, and develop recommendations for geotechnical input for structural services as needed or requested by the City. The Consultant will obtain approval from the City prior to performing this work.

Task 1.3.1 Roadway Exploration

(No Changes)

Task 1.3.2 Geotechnical Analysis

The Consultant will prepare a seismic analysis for the Boardwalk, which will be summarized in a Geotechnical Report.

The analysis will follow the following approach:

- Consolidate the subsurface data and as-builts into one "typical" design section.
- Develop preliminary seismic design parameters for 4 seismic design levels. AASHTO 1,000 year return period, 475-year, 224-year, and 108-year return periods will be considered.

The beach deposits identified in previous explorations could be saturated and liquefiable under seismic design events. The Consultant will evaluate these deposits for liquefaction potential based on reported SPT blowcounts.

- Perform preliminary stability analyses based on the selected seismic design cases. With this information the Consultant will develop an appropriate seismic design level for the structure.
- Finalize the stability analyses based on the selected seismic design level. We will provide a global stability analysis and estimates of seismic displacements using a simplified Newmark type analysis.
- Provide recommended passive and active lateral earth pressures for the analysis of the seawall. We will include seismic design pressures and design pressures from traffic surcharges.
- Provide recommendations for the analysis of the existing pipe piles supporting the west side of the board walk will be provided. We will include LPILE parameters and estimates of axial capacity based on tip elevations indicated on the as-built plans.

Deliverables:

- Draft Geotechnical Report
- Final Geotechnical Report

TASK 1.4 ENVIRONMENTAL SERVICES AND PERMITTING

(No Changes)

TASK 1.5 BOARDWALK ALTERNATIVES ANALYSIS

Task 1.5.1 Basis of Design

(No Changes)

Task 1.5.2 Boardwalk Alternative Analysis

(No Changes)

TASK 1.6 BOARDWALK PS&E

Task 1.6.1 PS&E

With selection of Alternative 3 by the CLIENT, the Consultant will progress the analysis and prepare preliminary design (approximately 30% design development) for boardwalk and roadway elements, stormwater repairs, and traffic control. Alternative 3 will add/amend the following design elements to the original project scope:

- Complete removal of the existing timber boardwalk
- New Concrete boardwalk replacement with decorative surface finish
- Encapsulation of boardwalk piles to preserve structural integrity and limit future degradation
- Pedestrian Rail System with decorative finish
- ADA access points with adjacent stairwells will be rebuilt to remove the top stair
- Utilize Geotechnical Report to determine design seismic loads

The Consultant's internal QA/QC procedures will be utilized throughout the design effort on this Project. Independent check of the structural analysis and design calculations and structural plans will be performed. Drawings and details will be reviewed for constructability and conformance of the design to the applicable drawing standards.

The Consultant will prepare Special Provisions following WSDOT format for specialty items of work that are not covered by the WSDOT Standard Specifications or WSDOT General Special Provisions.

The Consultant will prepare the opinion of probable construction cost using approximate quantities of materials for some bid items and lump sum estimates for some bid items, depending on the degree of design completed. Historical bid unit prices for projects in Western Washington will be used to determine appropriate unit bid prices for the opinion of probable cost.

After receipt of comments from the City on the 30% design, the Consultant will respond to comments, complete the analysis, and prepare final design (90% and 100% design development) for boardwalk repairs and construction staging. For 90% Final Design, it is assumed that 28-31 plan sheets will be finalized and completed. This will include full repair details. After the 100% Submittal, Consultant will incorporate City/Agency review comments and resubmit as the Bid Documents. Following Bid Documents submittal, Consultant will incorporate WSDOT review comments and resubmit as the Conformed Bid Documents.

Plan Sheets Expected

Plan Sheet	30% Submittal	90% Submittal	100%/Bid Submittal
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Redondo Boardwalk Repair Project

2 Sheets – Cover, Legend, Survey Control	X	X	X
2 Sheets – Traffic Control		X	X
2 Sheets – Construction Staging		X	X
1-2 Sheets – Drainage Repair Details		X	X
1-2 Sheets – Roadway Repair Details		X	X
1 Sheet – Structural – General Notes		X	X
6 Sheets – Structural – Plan (1:20 scale)	X	X	X
1-2 Sheet – Structural – Typical Section(s)	X	X	X
10 Sheets – Structural – Details		X	X
2 Sheet – Structural – Misc		X	X
1 Sheet – Pedestrian Rail System	X	X	X
1 Sheet – Encapsulate Piles	X	X	X
1 Sheet – Removal/Refinish Top Stair		X	X
3 Sheets – ADA Boardwalk Access Details		X	X
1-2 Sheets – Pedestrian/Rail Lighting	X	X	X

Deliverables:

- Project Manual
- 30% Preliminary Design Plans and Opinion of Cost
- 90% Design Plans, Specifications, and Opinion of Cost
- 100% Design Calculations, Plans, Specifications, and Opinion of Cost
- Bid Documents to include Plans, Specifications, and Opinion of Cost
- Conformed Bid Documents to include Plans, Specifications, and Opinion of Cost

For each submittal, (4) hard copies 11x17 of each element and an electronic PDF will be delivered to the City.

Task 1.6.2 Constructability Review

(No Changes)

TASK 1.7 BID SUPPORT SERVICES

(No Changes)

MANAGEMENT RESERVE**(No Changes)****VI. SCOPE OF SERVICES, PHASE 2 CONSTRUCTION
ENGINEERING SERVICES****(No Changes)****VII. SCOPE OF SERVICES, PHASE 3 CONSTRUCTION
MANAGEMENT AND INSPECTION SERVICES****(No Changes)**

Exhibit D
City of Des Moines
Redondo Boardwalk Repair Project
Summary of Cost Per Consultant
Supplement #1

Task	Exeltech	GeoEngineers	Pace	Urban Architect	Total
1.1 PROJECT MANAGEMENT					
1.1.1 Project Management	\$3,937.10				\$3,937.10
1.1.2 Grant/Funding Assistance					
1.2 SITE RECONNAISSANCE & DATA REVIEW					
1.3 GEOTECHNICAL (PROVIDED BY GEOENGINEERS)					
1.3.1 Roadway Exploration					
1.3.2 Geotechnical Analysis	\$13,059.07	\$5,053.98			\$18,113.05
1.4 ENVIRONMENTAL SERVICES AND PERMITTING					
1.4.1 Data Gathering					
1.4.2 NEPA/SEPA Evaluation					
1.4.3 Joint Aquatic Resource Permit App (JARPA)					
1.4.4 Respond to Agencies					
1.5. BOARDWALK ALTERNATIVES ANALYSIS					
1.5.2 Boardwalk Alternative Analysis					
1.6 BOARDWALK PS&E					
1.6.1 PS&E	\$27,942.91				\$27,942.91
1.6.2 Constructability Review					
1.7 BID SUPPORT SERVICES					
SUBTOTAL LABOR COSTS	\$44,939.08	\$5,053.98	\$0.00	\$0.00	\$49,993.06
Direct Costs					
Escalation					
TOTAL	\$44,939.08	\$5,053.98	\$0.00	\$0.00	\$49,993.06

Exhibit D
City of Des Moines
Redondo Boardwalk Repair Project
Hours Sheet
Supplement #1

	Principal	Sr. Project Manager	Sr. Project Engineer (Bridge)	Project Engineer (Bridge)	Bridge Designer	Project Engineer (Roadway)	CADD Tech	Environmental Planner (Lead)	Environmental Planner	Administration	Total Exeltech Labor Hours	Principal Engineer	Senior Engineer	Staff Engineer	Support Staff	Total GeoEngineers Labor Hours	Total Pace Labor Hours	Total Urban Architect Labor Hours	TOTAL
1.1 PROJECT MANAGEMENT																			
1.1.1 Project Management		14	10								24								
1.1.2 Grant/Funding Assistance																			
1.2 SITE RECONNAISSANCE & DATA REVIEW																			
1.3 GEOTECHNICAL (PROVIDED BY GEOENGINEERS)																			
1.3.1 Roadway Exploration																			
1.3.2 Geotechnical Analysis				40	100						140	1	6	30	5	42			182
1.4 ENVIRONMENTAL SERVICES AND PERMITTING																			
1.4.1 Data Gathering																			
1.4.2 NEPA/SEPA Evaluation																			
1.4.3 Joint Aquatic Resource Permit App (JARPA)																			
1.4.4 Respond to Agencies																			
1.5. BOARDWALK ALTERNATIVES ANALYSIS																			
1.5.1 Basis of Design																			
1.5.2 Boardwalk Alternative Analysis																			
1.6 BOARDWALK PS&E				20	150		160				330								330
1.6.1 PS&E																			
1.6.2 Constructability Review																			
1.7 BID SUPPORT SERVICES																			
TOTAL HOURS	0	14	10	60	250	0	160	0	0	0	404	1	6	30	5	42	0	0	536

Exhibit D
Consultant Fee Determination - Summary Sheet
Cost Plus Fixed Fee

Redondo Boardwalk Repair

City of Des Moines

Task Description:

Consultant Fee Determination

Consultant: Exeltech Consulting, Inc.

Start Date

End Date

Exeltech Project #

Code	Classification	Man Hours		Rate		Dollars
LABOR		Hours				
	Principal	0	x	\$69.87	=	\$0.00
	Sr. Project Manager	14	x	\$54.00	=	\$756.00
	Sr. Project Engineer (Bridge)	10	x	\$52.00	=	\$520.00
	Project Engineer (Bridge)	60	x	\$42.31	=	\$2,538.60
	Bridge Designer	250	x	\$25.40	=	\$6,350.00
	Project Engineer (Roadway)	0	x	\$45.00	=	\$0.00
	CADD Tech	160	x	\$27.50	=	\$4,400.00
	Environmental Planner (Lead)	0	x	\$53.39	=	\$0.00
	Environmental Planner	0	x	\$32.25	=	\$0.00
	Administration	0	x	\$29.00	=	\$0.00
	Total Hours	494				
	Total DSC				=	\$14,564.60

	% Increase	% of Work		
Labor Escalation for '16			=	\$0.00
Escalated Total DSC			=	\$14,564.60

Overhead (OH Cost – including Salary Additives)

OH Rate x DSC of 178.55% x \$14,564.60 = **\$26,005.09**

Fixed Fee (FF):

FF Rate x DSC of 30.00% x \$14,564.60 = **\$4,369.39**

Reimbursables

Itemized	Quantity	Units	Rate	In Scope
Meals and Lodging		each @	\$150.00 =	\$0.00
Mileage	0	each @	\$0.57 =	\$0.00
Reproduction and Printing		copies @	\$0.15 =	\$0.00
Postage and Supplies	0	Est @	\$20.00 =	\$0.00
Mini VE Experts (Structural & Construction)		Est @	\$3,000.00 =	\$0.00
Reimbursables Total				\$0.00

Exeltech Subtotal **\$44,939.08**

Subconsultant Costs (See Exhibit G) **\$5,053.98**

Grand Total **\$49,993.06**

Exhibit G
Subcontracted Work

The agency permits subcontracted work for the following portions of the work of this agreement

[illegible]

Exhibit E
Subconsultant Fee Determination - Summary Sheet

Redondo Boardwalk Repair	Start Date	
City of Des Moines		
Task Description: Geotechnical	End Date	
Consultant Fee Determination		Exeltech Project #
Consultant: GeoEngineers		

Classification	Hours	Labor Rate	Dollars
Principal Engineer	1	x \$66.59 =	\$66.59
Senior Engineer	6	x \$48.90 =	\$293.40
Staff Engineer	30	x \$34.24 =	\$1,027.20
Support Staff	5	x \$26.25 =	\$131.25
	0	x \$29.01 =	\$0.00
	0	x \$24.64 =	\$0.00

Total Hours	42		
		Total Direct Labor Cost =	\$1,518.44

	% Increase	% of Work	
Labor Escalation for '16			= 0.00
Escalated Total DSC			= 1,518.44

Overhead (OH Cost -- including Salary Additives)			
OH Rate x DSC of <u>202.84%</u>	x	<u>\$1,518.44</u>	= 3,080.00

Fixed Fee (FF):			
FF Rate x DSC of <u>30.00%</u>	x	<u>\$1,518.44</u>	= 455.54

Reimbursables	Quantity	Units	Rate	In Scope
<u>Itemized</u>				
Mileage	0	each @	\$0.57 =	\$0.00
Field Equipment	0	each @	\$125.00 =	\$0.00
Drilling Pier 3 (Truck Rig)		Est @	\$3,045.00 =	\$0.00
Drilling Pier 5 (Limited Access Rig)		Est @	\$2,000.00 =	\$0.00
Laboratory Analysis	0	Est @	\$584.00 =	\$0.00
Reimbursables Total				\$0.00

Grand Total	\$5,053.98
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Prepared By: _____	Date: _____
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Redondo Boardwalk Repair Alternative 1



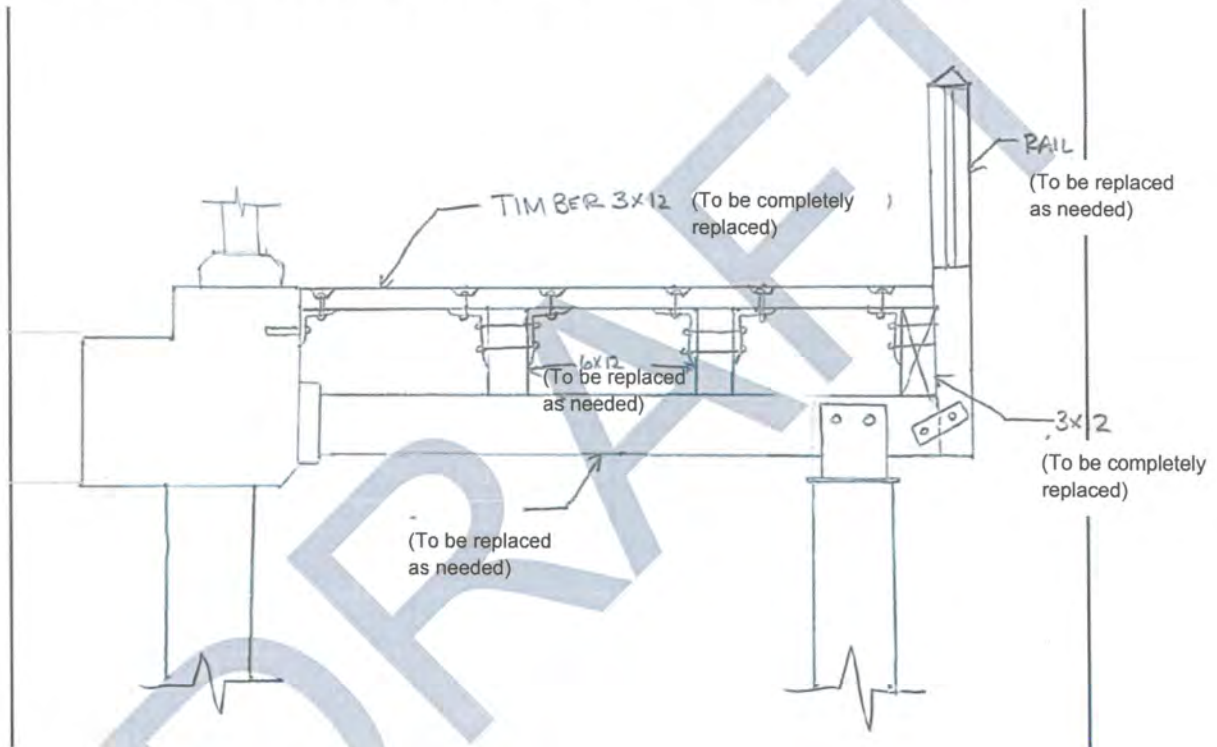
8729 Commerce Place Drive, Suite A
Lacey, WA, 98516

Date: 6/23/2015



SUMMARY OF ALTERNATIVE 1

The boardwalk in Des Moines, WA will be repaired to be put it back into service for safe use by the public. The timber deck will be completely replaced with new timber decking. Stringers, girders, and rail elements that were storm damaged or otherwise in poor condition will be replaced with new material. The exterior stringer line will be completely replaced due to deficient load bearing capacity. Below is a sketch from the replacement. All hardware and connection elements in the boardwalk framing will be replaced. The expected service life for this alternative is 20-30 yrs. The limiting factors for this service life is the remaining service life of the existing timber members, piles, and galvanized brackets.



Redondo Boardwalk Repair Alternative 2



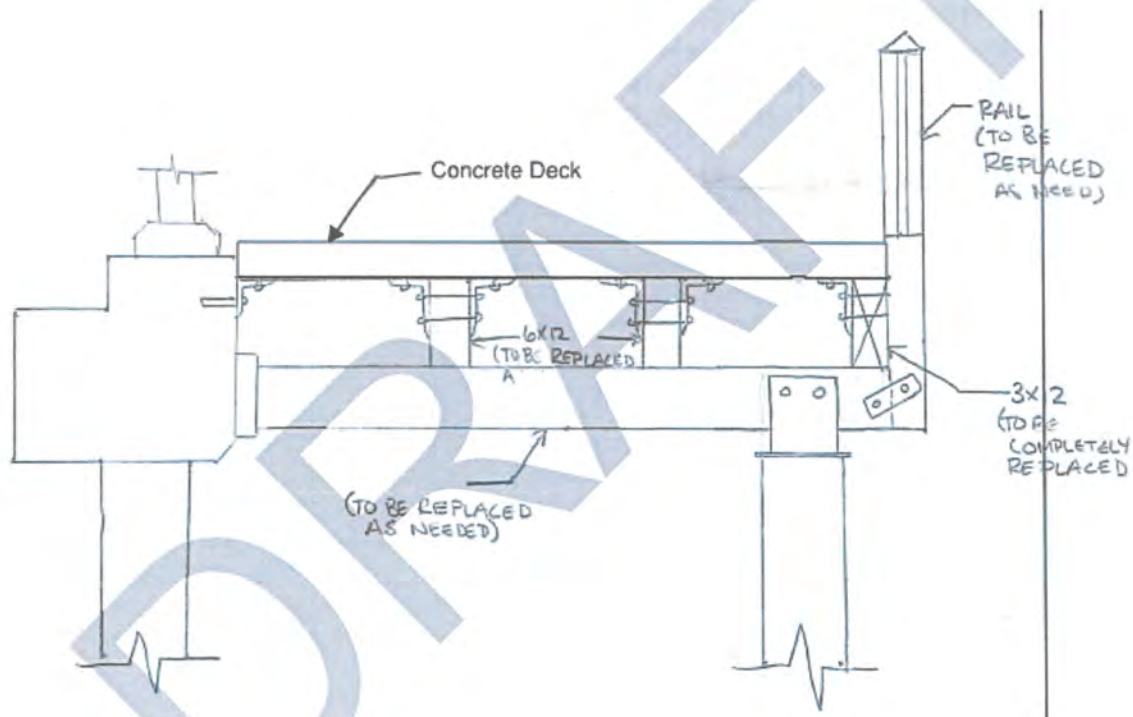
8729 Commerce Place Drive, Suite A
Lacey, WA, 98516

Date: 6/23/2015



SUMMARY OF ALTERNATIVE 2

The boardwalk in De Moines, WA will be repaired to be put it back into service for safe use by the public. The timber deck will be completely replaced with new concrete decking. Stringers, girders, and rail elements that are storm damaged or otherwise poor condition will be replaced with new material. The exterior stringer line will be completely replaced due to deficient load bearing capacity. Below is a sketch of the replacement. All hardware and connection elements in the boardwalk framing will be replaced. The expected service life for this alternative is 20-30 yrs. The limiting factors for this service life is the remaining service life of the existing timber members, piles, and the new galvanized brackets.



Redondo Boardwalk Repair Alternative 3



8729 Commerce Place Drive, Suite A
Lacey, WA, 98516

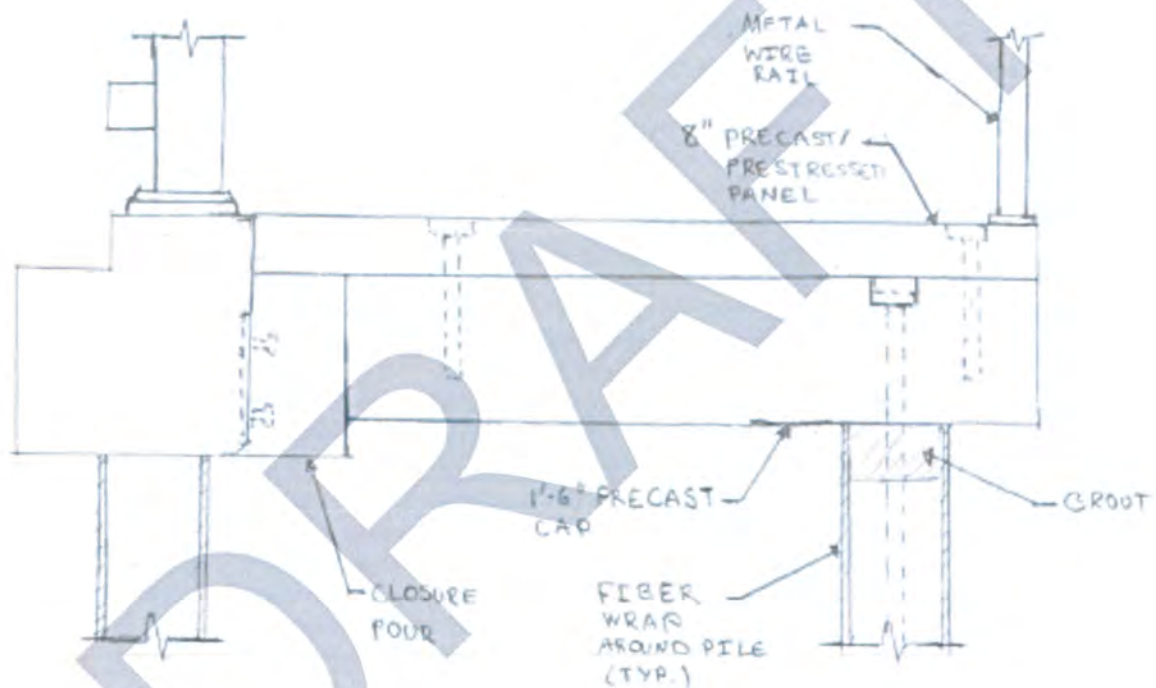
Date: 6/23/2015





SUMMARY OF ALTERNATIVE 3

The boardwalk in De Moines, WA will be rebuilt to be put it back into service for safe use by the public. The timber members and connections will be completely replaced with new concrete structure. The piles will be encapsulated from the top to 2 feet below the ground line. The expected service life for this alternative is 50+ yrs. The limiting factors for the service life is the remaining service life of existing piles and the sea wall. If the encapsulation is not done during this rehabilitation the service life will be reduced by as much as half.



CITY OF DES MOINES
2016 -2021 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

Redondo Board Walk Replacement 319.615

CIP Category: Transportation - Capital Project

Managing Department: Plan, Build & PW Admin

Summary Project Description:

Replace Boardwalk with improved design. FHWA 86.5% for grant funding total of \$285K is confirmed. The rest of the grant funding is still in application status.

Justification/Benefits: In late November of 2014, the Boardwalk was severely damaged by a storm and has been closed until permanent repairs can be made. The Boardwalk is one of the highest pedestrian use locations in the City with peak hour counts as high as 600 pedestrians per hour. The Boardwalk is a regional attraction for tourists and waterfront activity.

PROJECT SCOPE			ANNUAL ALLOCATION									
Expenditures	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021			
Design	380		380									
Land & Right of Way	-											
Construction	3,270			3,270								
Contingency	450			450								
Total Expenditures	4,100		380	3,720								

Funding Sources	Total Budget	Project to Date 12/31/14	Scheduled Year 2015	Plan Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021			
REET	493		43	450								
State of Washington (Earmark \$1.5m/TIB \$360K)	1,860			1,860								
Federal Grants	1,747		337	1,410								
Total Funding	4,100		380	3,720								

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Communications Plan

AGENDA OF: July 23, 2015

ATTACHMENTS:

1. Communications Plan

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: July 16, 2015

CLEARANCES:

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

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation:

The purpose of this agenda item is to introduce Council to the first draft of the Communications Plan. The Communications Plan was a directive from Council from the November, 2015 Retreat. Staff will make a short presentation and will bring back an updated draft at a later Council meeting.

Motion

None.

Alternatives

NA

Financial Impact

NA

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In an effort to move forward in the development of a communications strategy for the Council, the City Manager appointed a staff committee to develop and implement a written, measurable communications plan. For purposes of the committee's work a communications plan is designed to identify goals and strategies to effectively communicate with constituencies and community members, help set priorities, provide focus and direction to those involved in day-to-day operations, and improve the overall effectiveness of the City in meeting the needs of its citizens. An effective plan encompasses all written, spoken and electronic interactions with the community and provides effective tools for communication.

This plan is in response to the Council's 2015 Vision and Mission Statements specific goal to improve and enhance community communications. The overall purpose of the Communications Plan is to improve relationships with the general community through more effective communication and education on community issues. The plan focuses on the development of goals and strategies to more effectively engage the community and bridge the communications gap between citizens and government.

The overall steps in developing the plan include:

1. Determining Goals
2. Identifying Audiences
3. Developing Messages
4. Selecting Communication Channels
5. Communications Plan
6. Implementing the Plan
7. Conclusion

Determining Goals:

Based on City Council's discussions the following goals/outcomes were developed for the Communication Plan:

- Establish methods for Proactive Communications
- Establish methods for Reactive Communications
- Establish an Interactive Process for the Public to communicate with the City
- Increased community understanding and knowledge of the City, its services and fiscal situation
- Increased support for City government and services as a result of positive community interactions with the City
- Increased trust from the community as a result of positive relationships and effective communications

A number of tangible outcomes and indicators of progress will result from achieving the goals of the communications plan including greater understanding of and support for addressing the long term financial stability of the community, support for future programs

and projects such as economic development and community development projects, and improved overall relationship between the City and its citizens.

Identifying Audiences:

The next step in the development of the communications plan is to identify the audiences to target in order to determine the most effective ways to communicate the issues and develop the messages. Recognizing that the City has a complex structure with a variety of constituencies the committee identified a number of key audiences in the community (in alphabetical order):

- Businesses/Business owners
- Citizens at large
- City commissions and committees
- City staff
- Community organizations
- Critics of City government
- Developers
- Environmental groups
- Future/potential business owners
- Future employees
- Media (print, radio and television, internet)
- Other governmental agencies (local, county, state)
- Potential funders
- Property owners (residential and business)
- Renters
- Seniors
- Tourists
- Users of City services

Developing Messages:

The purpose of this section of the communications plan is to determine what information needs to be conveyed to our audiences. In order to determine the information needs and the messages to be developed, the committee should conduct an analysis of our current internal and external communication strategies using the following approaches:

- Conduct an internal assessment of current communication activities in each City department
 - Preliminary assessment shows City Department currently using the following methods to communicate:

- Facebook
- Twitter
- Website
- Channel 21
- E-Newsletters
- Traditional Media:
 - Newspapers
 - Blogs
- Obtain input from City Council members
- Research the efforts of other public agencies to implement communications plans

As a result of this research the committee can identify a number of important information needs and messages that are vital to the City successfully establishing effective, transparent and trustworthy relationships with its individual citizens and constituency groups.

Selecting Communication Channels:

In an effort to determine communication channels available to the City for communication to key audiences, an analysis identified the following existing communication channels in the community. Many of which are currently being used to some degree by the City to communicate with citizens:

- Direct Public Contact (phone/voice mail, email, in person)
- Traditional Media outlets
 - Website
 - Newspapers (local and regional)
 - Waterland Blog
- Television (Channel 21)
 - Live stream Council meetings
 - Rebroadcasting of last Council meeting
 - Posting of Public Notices
- Governmental offices (schools, library, community center, City offices, other governmental agencies)
- Destination Des Moines
- Farmer's Market-determine departments spokesman for representation
 - City Departments that have already attended:
 - Police

- Park & Recreation
- Public Works
 - Look for key individuals weekly
- Community meetings (public hearings, study sessions, community forums)
- Community Organizations (neighborhood groups, churches, civic organizations)
- Facebook
- Printed Materials (letterhead, brochures, maps, instructional guides, agendas, reports, annual reports)
- Electronic Reader Board
- Emergency Robo Calls
- City Currents
- Community Events
 - Neighborhood Meetings
 - Coffee with a Cop
- Department Open Houses
- Email Blasts (selected lists, selected issues)
- Electronic/Written Surveys
- Facility Tours, Ride A-longs
- City Employee Contacts
- Twitter – open for immediate information
- Initiate a FAQs and/or Mythbusters communication line
- Establish a Speakers Bureau
- Establish Information Kiosks

Communication Recommendations:

The following guiding principles, key messages and communication strategies are recommended for adoption and implementation by the City Council.

- Increased community understanding and knowledge of the City, its services and fiscal situation
- Increased support for City government and services as a result of positive community interactions with the City
- Increased trust from the community as a result of positive relationships and

effective communications

The Communications Plan is based on the following guiding principles for all internal and external communications efforts conducted by the City in its day-to-day operations and its focus on providing transparency and consistent community information, outreach and engagement.

- Provide relevant, accurate and timely information to citizens, businesses and organizations
- Increase community knowledge of City operations
- Ensure that information is available to all citizens by utilizing a variety of communication channels and methods

Implementing the Plan:

The following communication strategies are being recommended by the committee to meet the goals of the Communications Plan, take into consideration the current organizational structure of the City and are designed to be implemented within the constraints of the City's budget and financial resources.

Structural and Organizational Strategies:

The following recommendations are designed to establish an effective City communications structure and organization to ensure to the Communications Plan strategies can be implemented effectively.

1. Establish an internal staff Communications Committee with representation from each department, to implement the Communication Plan including:
 - a. Establish internal PR policies
 - b. Ensure that all communications from the City are relevant, accurate and timely
 - c. Coordinate department PR efforts
 - d. Coordinate website enhancements
 - e. Develop and coordinate social media efforts
2. Establish effective working partnerships with news media and key community organizations to ensure their assistance in the implementation of the Communications Plan and strategies.
 - a. The Highline Times, Channel 21, Waterland Blog, other governmental organizations and organizations such as Destination Des Moines are important partners in establishing effective City communications, public relations efforts and the achievement of the Communications Plan goals. Establishing effective working relationships with these organizations is critical to the success of the City's communication efforts

3. Establish a process for evaluating the effectiveness of the City's implementation of the Communications Plan.
 - a. In order to effectively evaluate the effectiveness of the communications efforts the City Manager and Communications Committee needs to provide the City council with annual reports of the progress made in the implementation of the communications strategies and suggestions for improvement. The City Council can then evaluate the progress and provide direction for future implementation strategies

Communications Strategies:

The following are recommended communications strategies the City and its Communications Committee can undertake to ensure that the goals and guiding principles of the Communications Plan are implemented effectively.

It is recommended that the City Manager/PIO, with input from the Communications Committee, provide the City Council with recommended priorities for the implementation of these strategies.

- Create consistent public contact messages to be incorporated by all departments in phone, voicemail and over the counter communications
- Establish a column in the City Currents highlighting current and future projects, upcoming issues, status reports, department activities
- Celebrate positive aspects of City operations with employee, commission, and committee service recognition

Conclusion:

This communications plan was developed to provide structure and implementation strategies to achieve the communications goals adopted by the City Council including:

- Increased community understanding and knowledge of the City, its services and fiscal situation
- Increased support for City government and services as a result of positive community interactions with the City
- Increased trust from the community as a result of positive relationships and effective communications

The Communication Plan is based on the following guiding principles for all internal and external communications efforts conducted by the City in its day-to-day operations and its focus on providing transparency and consistent community information, outreach and

engagement.

- Provide relevant, accurate and timely information to citizens, businesses and organizations
- Increase community knowledge of City operations
- Ensure that information is available to all citizens by utilizing a variety of communication channels and methods

Its implementation requires a dedicated, concerted effort on the part of the City Council and all the employees of the City to ensure that these efforts result in informed, knowledgeable citizens who are engaged and participating in the community.

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